

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.

**NOTICE OF MOTION
HEARING DATE: THURSDAY JULY 4, 2024 AT 9:00 A.M.
BEFORE THE HONOURABLE MR. JUSTICE CHARTIER**

MLT AIKINS LLP
Barristers and Solicitors
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File No. 0128056.00004

Box No. 3

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
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BETWEEN:

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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 Chartier on July 4, 2024 at 9 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 4, 2024 at 9:00 AM, and dispensing with further service thereof;
 - b. Approving the sale transaction (the “**Transaction**”) contemplated by the Asset Purchase Agreement (the “**APA**”) dated June 28, 2024 between the Receiver in its capacity as Receiver of the Property, as vendor, and Canada ZF Investments Inc. (the “**Purchaser**”), as purchaser, attached as an appendix to the Confidential Supplement of the Receiver (the “**Confidential Supplement**”) and attached in a redacted form as an appendix to the First Report of the Receiver (the “**First Report**”);
 - c. Approving, authorizing and directing the Receiver to execute the APA and complete the Transaction, and to take any additional steps and execute such additional documents as may be necessary or desirable for completion of the 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 APA (the “**Purchased Assets**”) free and clear of any claims and encumbrances, subject to the Permitted Encumbrances (as defined in the APA);

- e. An Order authorizing the Receiver to assign the contracts (the “**Assigned Contracts**”) listed in Schedule “C” of the 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 First Report, including the statements of receipts and disbursements contained in the First 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.

The APA

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 located at 101 2nd 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 July 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 the Purchaser.
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. The Debtors also engaged with a fifth potential purchaser, however discussions did not progress into the due diligence stage.

Negotiations with the Purchaser

7. Following the pronouncement of the Receivership Order, the Receiver continued negotiations with the Purchaser, 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. On or about June 28, 2024, the Purchaser and the Receiver agreed upon the form of the APA.

8. The Transaction contemplated in the APA includes 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) certain real property owned by Genesis (the “**Oakville Property**”); and (vi) certain Real Property owned by Can-Am (the “**Riverdale Property**”).
9. It is urgent that the 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.
10. The Receiver does not have sufficient liquidity to commence a new sale and solicitation process, while also maintaining and caring for the Livestock Herds.
11. The consideration to be provided under the APA exceeds the expected realizations from an orderly liquidation of the included assets.
12. The Receiver is of the view that the Purchase Price (as defined in the APA) is fair and commercially reasonable and recommends the Transaction.
13. Sufficient effort has been made to obtain the best price for the Purchased Assets, and the Receiver has not acted improvidently.

14. The Receiver is of the view that the Transaction is in the best interests of the Debtors and their respective stakeholders.
15. 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.
16. The approval of the AVO is a condition precedent to the closing of the APA.
17. The Debtors' major secured creditors, Bank of Montreal and Farm Credit Canada support the Transaction.

Sealing Order

18. The public disclosure of the Confidential Supplement poses a serious risk to a commercial interest, which constitutes an important public interest (the "**Identified Interest**").
19. 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.
20. The benefits of granting the requested sealing order outweigh any negative effects.

Receiver's Report and Activities

21. An Order approving the activities of the Receiver to date, inclusive of the Receiver's Statement of Receipts and Disbursements as outlined in the First

Report, is necessary, appropriate and in accordance with the standard practice of the Court in Court-supervised receivership proceedings.

22. *The Court of King's Bench Act*, C.C.S.M. c. c280, s. 37(1), 77(1).
23. *King's Bench Rules*, Man. Reg. 553/88, as amended, Rules 2.03, 3.02, 16 and 37.
24. *The Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, s. 243.
25. 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. Receivership Order;
2. The First Report of the Receiver, to be filed;
3. The Confidential Supplement of the Receiver to be filed;
4. The Affidavit of Ed Barrington filed February 12, 2024; and

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

July 1, 2024

MLT AIKINS LLP
Barristers and Solicitors
30th 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

**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

MLT AIKINS LLP

Barristers and Solicitors
30th Floor – 360 Main Street
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J.J. BURNELL / ANJALI SANDHU

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Facsimile: (204) 957-0840

File No. 0128056.00004

THE KING'S BENCH

Winnipeg Centre

THE HONOURABLE MR.

)

THURSDAY, THE 4th

JUSTICE CHARTIER

)

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 "**Transaction**") contemplated by an agreement of purchase and sale (the "**APA**") between the Receiver and Canada ZF Investments Inc. (the "**Purchaser**") dated June 28, 2024 and appended in a redacted form to the First Report of the Receiver dated *** (the "**First Report**") and in an unredacted form to the Confidential Supplement of the Receiver dated *** (the "**Confidential Supplement**") and vesting in the Purchaser all of the Receiver's and the Debtors' right, title and interest in and to the assets described in the APA (the "**Purchased Assets**"), was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the Report and on hearing the submissions of counsel for the Receiver, counsel for the Purchaser, counsel for the Bank of Montreal, and counsel for Farm Credit Canada, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Kari Klassen sworn *******, filed:

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 Transaction is hereby approved, and the execution of the 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 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 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; (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; and (iii) those Claims listed on **Schedule "2"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive

covenants listed on **Schedule “3”**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that upon the registration in the Portage la Prairie Land Titles Office (“**PLTO**”) and the Brandon Land Titles Office (“**BLTO**”) of Transmissions in the form prescribed by *The Real Property Act* (Manitoba) duly executed by the Purchaser, and accompanied by a certified true copy of this Order, title to the real property identified in Schedule B hereto (the “**Real Property**”) shall vest in the Purchaser subject to all instruments registered on title at that time, other than those described in Schedule “3”, and the District Registrars are hereby directed to issue title accordingly.

5. THIS COURT ORDERS that this Order shall be accepted by the District Registrars notwithstanding that the appeal period in respect of this Order has not elapsed, which appeal period is expressly waived.

6. 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.

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

8. 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 Company’s records pertaining to the Debtors’ past and current employees, including personal information of the Target Employees (as defined in the

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.

9. 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.

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

11. THIS COURT ORDERS AND DECLARES that upon the delivery of the Receiver’s Certificate: (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.

12. 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.

13. 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.

14. 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 Receiver's Certificate has been filed;

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

15. THIS COURT ORDERS that the actions of the Receiver to date in respect of its administration of these receivership proceedings and the First Report, including the statements of receipts and disbursements contained in the First Report and the activities of the Receiver described therein are hereby approved;

16. 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

, J.

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

AS DIRECTED BY THE HONOURABLE MR. JUSTICE CHARTIER

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 4, 2024, the Court approved the agreement of purchase and sale made as of June 28, 2024 (the “**APA**”) between the Receiver and Canada ZF Investments Inc. (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Debtors’ right, title and interest in

and to the Purchased Assets, 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 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 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 APA;
2. The conditions to Closing the APA have been satisfied or waived by the Receiver and the Purchaser;
3. The Receiver has received the Purchase Price less the Holdback Amount (each as defined in the APA); and
4. The Transaction has been completed to the satisfaction of the Receiver.
5. 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:

Schedule “2” – Claims to be deleted and expunged from title to Real Property

For Title Numbers: 1892437/2 and 1848166/2:

- a. Mortgage No. 1219289/2 (Genesis Inc.) (the “**Genesis Mortgage**”);
- b. Postponement of Rights No. 1228844/2 (Registered by Genesis Inc. postponing its right under the Genesis Mortgage to Manitoba Agricultural Credit Corp.);
- c. Mortgage No. 1503944/2 (Bank of Montreal); and
- d. Postponement of Rights No. 1505568/2 (Registered by Genesis Inc. postponing its rights under the Genesis Mortgage to Bank of Montreal)

For Title Number: 2316076/3:

- a. Mortgage No. 1230862/3 (Bank of Montreal);
- b. Certificate of Judgment No. 1232076/3 (Sea Air International Forwarders Limited);
and
- c. Certificate of Judgment No. 1232212/3 (Fermes Durand Farms Ltee.)

**Schedule “3” – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

For Title Numbers: 1892437/2 and 1848166/2:

Caveat 1130601/2 (MTS Communications)

For Title Number: 2316076/3:

None

THE KING'S BENCH
WINNIPEG CENTRE

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION
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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 1, 2024

PITBLADO LLP
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R3C 4H6

Catherine E. Howden / Madison Laval

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(File No. 638/400)

Party/Counsel	Telephone	Facsimile	Party Represented
Pitblado LLP 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
Bank of Montreal 10175 - 101 Street NW Edmonton, AB T2J 0H3 Attention: Ed Barrington Email: ed2.barrington@bmo.com	780-863-0852		Applicant
Genesis Inc., Can-Am Genetics Inc., and Genesis Genetics, Inc. 101 – 2 nd Street Oakville, MB R0H 0Y0 Attention: Jim Long Email: jimlong@genesus.com			
Fillmore Riley LLP 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.
BDO Canada Limited 900, 10130 103 Street NW Edmonton, AB T5J 3N9 Attention: David Lewis Email: dlewis@bdo.ca	780-441-2155	780-424-3222	Proposed Receiver

Party/Counsel	Telephone	Facsimile	Party Represented
MLT Aikins LLP 30 th Floor - 360 Main St Winnipeg, MB R3C 4G1 Attention: J.J. Burnell Email: jburnell@mltaikins.com	204-957-4663	204-957-0840	Counsel for Proposed Receiver
Manitoba Justice – Civil Legal Services 730 - 405 Broadway Winnipeg, MB R3C 3L6 Attention: Shelley Haner Email: shelley.haner@gov.mb.ca	204-792-6471	204-948-2826	Counsel for Manitoba Taxation
Taylor McCaffrey LLP 2200-201 Portage Avenue Winnipeg, MB R3B 3L3 Attention: David R. M. Jackson Email: djackson@tmlawyers.com	204-988-0375	204-953-7178	Counsel for Secured Creditor Farm Credit Canada
Master Feeds Inc. 1020 Hargrieve Rd London, ON N6E 1P5 Attention: Martin Kintscher (Operations Manager, Winnipeg) Email: mkintscher@masterfeeds.com	519-685-9410 (Head Office) 204-233-8418 (Winnipeg Office)	519-685-9410 (Head Office) 204-231-4537 (Winnipeg Office)	Secured Creditor
Kubota Canada Ltd. 1155 Kubota Drive Pickering, ON L1X 0H4 Attention: Logee Ramiah Email: kcl_g.customerservice@kubota.com			Secured Creditor

Party/Counsel	Telephone	Facsimile	Party Represented
Marr Finlayson Pollock LLP 240 River Ave Winnipeg, MB R3L 0B4 Attention: Peter Halamandaris Email: peterh@mfplawco.com	204-992-7092	204-992-7099	Counsel for Superior Weanlings Ltd. and Venbridge Limited Partnership
Thompson Dorfman Sweatman LLP 1700-2424 Hargrave Street Winnipeg, MB R3C 0V1 Attention: Ross McFadyen Email: ram@tdslaw.com	204-934-2378	204-934-0538	Counsel for Sollio Agriculture Livestock Production – Western Canada Ltd. and Lazer Grant Inc. in its capacity as Trustee in Bankruptcy for High Country Swine Inc.
PKF Lawyers 900 - 444 St. Mary Avenue Winnipeg, MB R3C 3T1 Attention: Renato Mamucud Email: rmamucud@pkflawyers.com	204-956-0490	204-947-3747	Counsel for Fermes Durand Farms Ltee
Waldin Barristers 77 King Street West, Suite 3000 TD Centre North Tower Toronto, ON M5K 1G8 Attention: Allan Herman Email: allanh@waldin.ca	416-364-6761	416-364-3866	Counsel for Sea Air International Forwarde
EY Law LLP 2200-215 2 nd Street SW Calgary, AB T2P 1M4 Attention: Michael Mitchell Email: michael.mitchell@ca.ey.com			Counsel for Ernst & Young LLP

Party/Counsel	Telephone	Facsimile	Party Represented
Murray Chevrolet Limited Partnership 1700 Waverley Street Winnipeg, MB R3T 5V7 Attention: Corinne Campbell Email: corinne@murraychevrolet.ca			Interested Party
Surrey National Verification and Collection Centre Canada Revenue Agency 9755 King George Boulevard Surrey BC V3T 5E1	1-866-891-7403	1-833-697-2389	Creditor
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