

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: TUESDAY, OCTOBER 8TH, 2024 AT 9:00 A.M.
BEFORE THE HONOURABLE MR. JUSTICE CHARTIER**

MLT AIKINS LLP
Barristers and Solicitors
30th Floor – 360 Main Street
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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
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 Chartier on October 8, 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 **“Ancillary Order”**) , *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 October 8, 2024, at 9:00 AM, and dispensing with further service thereof;
 - b. Authorizing and directing the Receiver, Genesis and Can-Am to execute and deliver any documents governing or giving effect to the amendment of the Articles of Incorporation (the **“Articles of Amendment”**) of Genesis and Can-Am as the Receiver, Genesis and Can-Am, in their discretion may deem reasonably necessary to conclude the name change of “Genesis Inc.” and “Can-Am Genetics Inc.”, including the execution of all such ancillary documents as may be required for the completion and implementation of the said name change, and all such ancillary documents are hereby ratified, approved and confirmed;
 - c. Directing the Director appointed under *The Corporations Act*, C.C.S.M. c. C225 to accept and give effect to the Articles of Amendment;
 - d. Approving of the actions of the Receiver to date in respect of its administration of these receivership proceedings and approving the Third Report of the Receiver (**“Third Report”**), including the statements of receipts and disbursements contained in the Third Report and the activities of the Receiver described therein;

- e. An Order sealing the Confidential Supplement (the “**Confidential Supplement**”) to the Third Report;
2. An Order, substantially in the form attached hereto as **Schedule “B”** (the “**Riverdale SAVO**”), *inter alia*,
- a. Approving the sale transaction contemplated by the Riverdale Asset Purchase Agreement (the “**Riverdale APA**”) dated September 25, 2024, between the Receiver in its capacity as Receiver of the Property, as vendor, and Verbruggen Prairie Farms Ltd. (“**VPFL**”), as purchaser, attached as **Appendix “B”** to the Confidential Supplement and attached in a redacted form as **Appendix “B”** to the Third Report;
 - b. Approving and authorizing the Receiver to execute the Riverdale APA and to take any additional steps and execute such additional documents as may be necessary or desirable for completion of the transaction;
 - c. An Order providing for the vesting in VPFL, 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 Riverdale APA (the “**Riverdale Purchased Assets**”) free and clear of any claims and encumbrances;
 - d. An Order declaring the net proceeds of the Riverdale APA will stand in the place of the Riverdale Purchased Assets, and that the same priority in respect to the Riverdale Purchased Assets will remain as if they had not been sold;

3. An Order, substantially in the form attached hereto as **Schedule “C”** (the “**Park Blvd. SAVO**”), *inter alia*,
 - a. Approving the sale transaction contemplated by the Park Boulevard Asset Sale Agreement (the “**Park Blvd. APA**”) dated September 12, 2024, between the Receiver in its capacity as Receiver of the Property, as vendor, and Zeljko Bogdanoivc, as purchaser, attached as **Appendix “E”** to the Confidential Supplement and attached in a redacted form as **Appendix “D”** to the Third Report;
 - b. Approving and authorizing the Receiver to execute the Park Blvd. APA and to take any additional steps and execute such additional documents as may be necessary or desirable for completion of the Park Blvd. APA;
 - c. An Order providing for the vesting in Mr. Bogdanoivc, 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 Park Blvd. APA (the “**Park Blvd. Purchased Assets**”) free and clear of any claims and encumbrances;
 - d. An Order declaring the net proceeds of the Park Blvd. APA will stand in the place of the Park Blvd. Purchased Assets, and that the same priority in respect to the Purchased assets will remain as if they had not been sold; and
4. Such further and other relief as the Honourable Court may deem just.

THE GROUNDS FOR THIS MOTION ARE:

5. 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 as Receiver of the Property.

Background

6. Genesis and Can-Am are corporations incorporated pursuant to the Laws of Manitoba. Genesis' business operations included the sale of swine genetics products and services, and Can-Am, *inter alia*, provided Genesis with swine for commercial production.
7. On or about June 28, 2024, Canada ZF Investments Inc. ("**ZF Investments**") and the Receiver agreed upon the form of an asset purchase agreement (the "**Prior APA**"). Pursuant to an Assignment and Assumption Agreement effective as of July 3, 2024, *inter alia*, ZF Investments sold, assigned, granted, conveyed and transferred to Genesis Genetic Technology Inc. ("**GGTI**") all of its right, title and interest in and to the Prior APA.
8. On or about July 4, 2024, the Honourable Mr. Justice Chartier granted an Order approving, among other things, the Receiver's sale of specific assets (the "**Prior Transaction**") to GGTI. As GGTI was unable obtain sufficient funding, the Prior Transaction was unable to close and the Receiver terminated the Prior APA.

9. On July 18, 2024, the Receiver was presented with an amended asset purchase agreement from GGTI to again purchase specific assets of Genesis and Can-Am (the “**Amended GGTI APA**”).
10. On or about July 26, 2024, the Honourable Mr. Justice Bock granted an Order approving, among other things, the Amended GGTI APA and the sale of specific assets of Genesis and Can-Am (the “**GGTI Transaction**”).
11. Following the closing of the GGTI Transaction certain Property remains, including the following real property assets:
 - a. Title No. 1892437/2
NW-21-12-22W
and
Title No. 1848166/2
SW-21-12-22W
(the “**Riverdale Property**”)
 - b. 570 Park Boulevard, Winnipeg, Manitoba, legally referred to as:
Title No. 2698800/1
Lot 3 Plan 18974 WLTO
In RL 12 to 14 Parish of St. Charles
(the “**Park Blvd. Property**”)

Riverdale APA

12. On August 29, 2024, the Receiver received an unsolicited offer from VPFL. The offer (the “**VPFL Offer**”). The Receiver engaged with VPFL to better understand how the VPFL Offer was determined. VPFL indicated that in order to operate the barn there were a series of required repairs.
13. Based on discussions with the previous barn manager, the Receiver confirmed that the list of repairs was necessary.
14. Given the costs and time involved to complete the Repairs, in consultation with Bank of Montreal (“**BMO**”), the Receiver determined that the VPFL Offer should be accepted and entered into the Riverdale APA for the Riverdale Property with VPFL. The Riverdale APA contains the following key terms and conditions:
 - a. deposit of 10% of the purchase price;
 - b. closing date of October 9, 2024; and
 - c. subject only to the approval of the Court, as all other conditions have been waived.
15. In addition to the reasons set out in the Confidential Supplement, the Receiver supports the sale of the Riverdale Property to VPFL for the following reasons (amongst others):
 - a. the VPFL Offer is fair and reasonable after considering the Repairs;
 - b. BMO is supportive of the VPFL Offer;
 - c. the Receiver is of the opinion that further marketing of the Riverdale Property will not result in a better offer being received; and

- d. closing the offer will eliminate ongoing holding costs (i.e. property taxes, insurance, utilities).
16. The Receiver is of the view that the “Purchase Price” (as defined in the Riverdale APA) is fair and commercially reasonable and recommends the approval of the Riverdale APA.
17. The sale process was conducted in a fair, transparent and reasonable manner, which has succeeded in obtaining a reasonable value for the Riverdale Property from a purchaser capable of closing the transaction.
18. The sale of the Riverdale Property is in the best interests of the parties and all stakeholders.
19. The sale process by which offer were obtained was conducted with efficiency, integrity and transparency and there had been no unfairness in the working out of the sale process.
20. Court approval of the Riverdale APA is a condition precedent to the closing of the sale agreement.
21. The Debtors’ senior secured creditors Farm Credit Canada (“**FCC**”) and BMO support the Riverdale APA.

Park Blvd. APA

22. On or about August 27, 2024, the Park Blvd. Property was listed for sale through Century 21 Backman and Associates, The Moore Group real estate brokerage.
23. On September 5, 2024, the Receiver received an offer (the “**Bogdanoivc Offer**”) from Mr. Bogdanoivc for the Park Blvd. Property. The Receiver entered into negotiations and the Bogdanoivc Offer was amended (the “**Amended Bogdanoivc Offer**”).
24. The Receiver entered into the Park Blvd. APA for the Park Blvd. Property with Mr. Bogdanoivc. The Park Blvd. APA contains the following key terms and conditions:
 - a. deposit of 10% of the purchase price;
 - b. subject to financing which is to be removed by 2 pm on October 7, 2024;
 - c. closing date of November 14, 2024; and
 - d. subject only to the approval of the Court, as all other conditions have been waived.
25. In addition to the reasons set out in the Confidential Supplement, the Receiver supports the sale of the Park Blvd. Property to Mr. Bogdanoivc for the following reasons (amongst others):
 - a. the Park Blvd. Property was listed with a realtor and the sales process was fair and transparent;

- b. BMO and FCC, the two mortgage holders, support the transaction;
 - c. the Amended Bogdanoivc Offer is fair and reasonable;
 - d. the Receiver is of the opinion that further marketing of the Park Blvd. Property will not result in a better offer being received; and
 - e. closing the Park Blvd. Property APA will eliminate the ongoing holding costs (i.e. property taxes, insurance, utilities).
26. The Receiver is of the view that the "Purchase Price" (as defined in the Park Blvd. APA) is fair and commercially reasonable and recommends the approval of the Park Blvd. APA.
27. The sale process was conducted in a fair, transparent and reasonable manner, which has succeeded in obtaining a reasonable value for the Park Blvd. Property from a purchaser capable of closing the transaction.
28. The sale of the Park Blvd. Property is in the best interests of the parties and all stakeholders.
29. The sale process by which offers were obtained was conducted with efficiency, integrity and transparency and there had been no unfairness in the working out of the sale process.
30. Court approval of the Park Blvd. APA is a condition precedent to the closing of the sale agreement.

Name Change

31. The Amended GGTI APA sold the Debtors' interest in the "Genesis" and "Can-Am Genetics" names. In order for GGTI to register the names, Genesis and Can-Am need to change their respective names in the Companies' Office of Manitoba.

Receiver's Report and Activities

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

Sealing Order

33. The public disclosure of the Confidential Supplement poses a serious risk to a commercial interest, which constitutes an important public interest (the "**Identified Interest**").
34. 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.
35. The benefits of granting the requested sealing order outweigh any negative effects.
36. *The Court of King's Bench Act*, C.C.S.M. c. C280, ss. 37(1), 55 and 77(1).

37. *King's Bench Rules*, Man. Reg. 553/88, as amended, Rules 2.03, 3.02, 16 and 37.
38. *The Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, s. 243.
39. *The Corporations Act*, C.C.S.M. c. C225, ss. 95(e) and 185.
40. The inherent jurisdiction of the Court.
41. 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 Receivership Order;
2. The Third Report of the Receiver, to be filed;
3. The Confidential Supplement to the Third Report of the Receiver, to be filed;
4. Such further and other evidence as counsel may advise and this Honourable Court may permit.

October 2, 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

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

B E T W E E N:

BANK OF MONTREAL,

Applicant,

- and –

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

Respondents.

ANCILLARY ORDER

MLT AIKINS LLP
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Original Court Copy

THE KING'S BENCH
WINNIPEG CENTRE

THE HONOURABLE

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TUESDAY, THE 8TH

MR. JUSTICE CHARTIER

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DAY OF OCTOBER, 2024

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IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO
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- and -

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

Respondents.

ANCILLARY ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as 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**") for an order, *inter alia*, authorizing the execution and delivery by the Receiver of articles of amendment in respect of the change of name of Genesus and Can-Am and directing the Manitoba Companies Office to accept said articles of amendment, approving the actions of the Receiver and sealing the confidential supplement ("**Confidential Supplement**") to the

third report (“**Third Report**”) of the Receiver each dated October 2, 2024, was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the First Report of the Receiver dated July 2, 2024, the Second Report of the Receiver dated July 24, 2024, the Third Report, and each of the respective confidential supplements thereto and on hearing the submissions of counsel for the Receiver, counsel for the Bank of Montreal, counsel for Farm Credit Canada, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the Service List, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. THIS COURT ORDERS that the time for service of the Notice of Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT AUTHORIZES AND DIRECTS the Receiver, Genesus and Can-Am to authorize, execute, deliver any documents necessary or desirable to effect the name changes of “Genesus Inc.” and “Can-Am Genetics Inc.” (the “**Name Change**”), including the execution any articles of amendment, powers of attorney, resolutions, directions, or such other related or ancillary documents or instruments as may be required or are desirable for the completion and implementation of the said Name Change (collectively, the “**Amendment Documents**”), and all such Amendment Documents are hereby ratified, approved and confirmed.

3. THIS COURT AUTHORIZES AND DIRECTS the Director appointed under *The Corporations Act*, C.C.S.M. c. C225 to accept and give effect to the Name Change and the Amendment Documents.

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

5. 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 sale transactions contemplated by: (i) the Riverdale Asset Purchase Agreement by dated September 25, 2024 between the Receiver in its capacity as the Receiver of the Property and Verbruggen Prairie Farms Ltd, as seller, attached as Appendix “B” to the Confidential Supplement and attached in a redacted form as Appendix “B” to the Third Report.; and (ii) the Park Boulevard Asset Sale Agreement dated September 12, 2024 between the Receiver in its capacity as the Receiver of the Property and Zeljko Bogdanoivc, as purchaser, attached as Appendix “E” to the Confidential Supplement and attached in a redacted form as Appendix “D”

to the Third Report, have each both closed as evidenced by Receiver's
Certificates filed with this Court;

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

6. 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.

DATE: _____

Chartier, 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 "B"

File No. CI 24-01-45056

**THE KING'S BENCH
WINNIPEG CENTRE**

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B E T W E E N:

BANK OF MONTREAL,

Applicant,

- and –

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

Respondents.

**APPROVAL AND VESTING ORDER
RIVERDALE PROPERTY**

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THE KING'S BENCH
WINNIPEG CENTRE

THE HONOURABLE

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TUESDAY, THE 8TH

MR. JUSTICE CHARTIER

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DAY OF OCTOBER, 2024

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B E T W E E N:

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Applicant,

- and -

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

Respondents.

**APPROVAL AND VESTING ORDER
RIVERDALE PROPERTY**

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (the "**Receiver**") 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**") for an order, approving the sale transaction (the "**Riverdale Transaction**") contemplated by an agreement of purchase and sale (the "**Riverdale APA**") between the Receiver and Verbruggen Prairie Farms Ltd. ("**VPFL**"), dated September 25, 2024 and appended in a redacted form to the Third Report of the Receiver dated October 2, 2024 (the "**Third Report**") and in an unredacted form to the Confidential Supplement to the Third Report of the Receiver dated October 2, 2024, and vesting in VPFL the Debtors' right, title and interest in and to the assets described in the Riverdale APA (the "**Riverdale Purchased**

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

ON READING the First Report of the Receiver dated July 2, 2024, the Second Report of the Receiver dated July 24, 2024, the Third Report, and each of the respective confidential supplements thereto and on hearing the submissions of counsel for the Receiver, counsel for the Bank of Montreal, counsel for Farm Credit Canada, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the Service List, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. THIS COURT ORDERS AND DECLARES that the Riverdale Transaction is hereby approved, and the execution of the Riverdale 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 Riverdale Transaction and for the conveyance of the Riverdale Purchased Assets to VPFL.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to VPFL substantially in the form attached as **Schedule "1"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Riverdale Purchased Assets described in the Riverdale APA shall vest absolutely in VPFL, 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 Mr. Justice Chartier pronounced 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 "3"** 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 "4"** and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Riverdale Purchased Assets are hereby expunged and discharged as against the Riverdale Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Winnipeg Land Titles Office ("**WLTO**") of a Transmission in the form prescribed by *The Real Property Act* (Manitoba) duly executed by VPFL, and accompanied by a certified true copy of this Order, title to the real property identified in **Schedule "2"** hereto (the "**Real Property**") shall vest in VPFL subject to all instruments registered on title at that time, other than those described in Schedule "4", and the District Registrar is hereby directed to issue title accordingly.

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

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Riverdale Purchased Assets shall stand in the place and stead of the Riverdale 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 Riverdale Purchased Assets with the same priority as they had with respect to the Riverdale Purchased Assets immediately prior to the sale, as if the Riverdale 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.

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

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 Riverdale Purchased Assets in VPFL 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 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.

October ____, 2024

Chartier, 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

Court File No. CI 24-01-45056

THE KING’S BENCH
WINNIPEG CENTRE

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO
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B E T W E E N:

BANK OF MONTREAL

Applicant

- and –

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

Respondents

RECEIVER’S CERTIFICATE (RIVERDALE PROPERTY)

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Chartier of the Manitoba Court of King's Bench (the "**Court**") pronounced June 11, 2024, BDO Canada Limited was appointed as the receiver and manager (the "**Receiver**") of the assets, undertaking, and property 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 October 8, 2024, the Court approved the agreement of purchase and sale made as of September 25, 2024 (the "**Riverdale APA**") between the Receiver and Verbruggen Prairie Farms Ltd. ("**VPFL**") and provided for the vesting in VPFL of the Debtors' right, title and interest in and to the Riverdale Purchased Assets, which vesting is to be effective with respect to the Riverdale Purchased Assets upon the delivery by the Receiver to VPFL of a certificate confirming

(i) the payment by VPFL of the Purchase Price for the Riverdale Purchased Assets; (ii) that the conditions to Closing have been satisfied or waived by the Receiver and VPFL; and (iii) the Riverdale 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 Riverdale APA.

THE RECEIVER CERTIFIES the following:

1. VPFL has paid and the Receiver has received the Purchase Price for the Riverdale Purchased Assets payable on the Closing Date pursuant to the Riverdale APA;
2. The conditions to Closing the Riverdale APA have been satisfied or waived by the Receiver and VPFL; and
3. The Riverdale Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ [TIME] on _____, 2024.

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” – The Real Property

Registered Owner: CAN-AM GENETICS INC.

Title Nos. 1892437/2 and 1848166/2

Legal Descriptions:

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

and

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

Schedule “3” – Claims to be deleted and expunged from title to Real Property

- Mortgage No. 1219289/2 from Genesus Inc. in the amount \$2,000,000.00
- Postponement of Rights No. 1228844/2 from Genesus Inc. in Mortgage No. 1219289 to Manitoba Agricultural Credit Corp to Mortgage No. 1227167
- Mortgage No. 1503944/2 to Bank of Montreal in the amount \$8,000,000.00
- Postponement of Rights No. 1505568/2 from Genesus Inc. to Mortgage No. 1503944/2
- Certificate of Judgment No. 1506698/2
- Notice of Appt. Of a Receiver/Mgr No. 1514009/2
- Notice of Appt. Of A Receiver/Mgr No. 1514010/2
- Caveat No. 1514011/2
- Caveat No. 1514012/2

**Schedule “4” – Permitted Encumbrances, Easements and
Restrictive Covenants related to the Real Property**

- Caveat No. 1130601/2 from MTS Communications Inc.

Schedule "C"

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

B E T W E E N:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents.

**APPROVAL AND VESTING ORDER
PARK BLVD. PROPERTY**

MLT AIKINS LLP
Barristers and Solicitors
30th Floor – 360 Main Street
Winnipeg, MB R3G 4G1

J.J. BURNELL / ANJALI SANDHU
Phone: (204) 957-4663 / (204) 957-4760
Fax: (204) 957-0840

File No. 0128056.00004

Box No. 3

Original Court Copy

THE KING'S BENCH
WINNIPEG CENTRE

THE HONOURABLE

)

TUESDAY, THE 8TH

MR. JUSTICE CHARTIER

)

)

DAY OF OCTOBER, 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
OF *THE COURT OF KING'S BENCH ACT*, C.C.S.M. C. C280

B E T W E E N:

BANK OF MONTREAL

Applicant,

- and -

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

Respondents.

**APPROVAL AND VESTING ORDER
PARK BLVD. PROPERTY**

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (the "**Receiver**") 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**") for an order, approving the sale transaction (the "**Park Blvd. Transaction**") contemplated by an agreement of purchase and sale (the "**Park Blvd. APA**") between the Receiver and Zeljko Bogdanoivc ("**Mr. Bogdanoivc**"), dated September 12, 2024 and appended in a redacted form to the Third Report of the Receiver dated October 2, 2024 (the "**Third Report**") and in an unredacted form to the Confidential Supplement to the Third Report of the Receiver dated October 2, 2024, and vesting in Mr. Bogdanoivc the Debtors' right, title and interest in and to the assets described in the Park Blvd. APA (the "**Park Blvd.**

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

ON READING the First Report of the Receiver dated July 2, 2024, the Second Report of the Receiver dated July 24, 2024, the Third Report, and each of the respective confidential supplements thereto and on hearing the submissions of counsel for the Receiver, counsel for the Bank of Montreal, counsel for Farm Credit Canada [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the Service List, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. THIS COURT ORDERS AND DECLARES that the Park Blvd. Transaction is hereby approved, and the execution of the Park Blvd. 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 Park Blvd. Transaction and for the conveyance of the Park Blvd. Purchased Assets to Mr. Bogdanoivc.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to Mr. Bogdanoivc substantially in the form attached as **Schedule "1"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Park Blvd. Purchased Assets described in the Park Blvd. APA shall vest absolutely in Mr. Bogdanoivc, 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 Mr. Justice Chartier pronounced 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 "3"** 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 “4”** and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Park Blvd. Purchased Assets are hereby expunged and discharged as against the Park Blvd. Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Winnipeg Land Titles Office ("**WLTO**") of a Transmission in the form prescribed by *The Real Property Act* (Manitoba) duly executed by Mr. Bogdanoivc, and accompanied by a certified true copy of this Order, title to the real property identified in **Schedule “2”** hereto (the "**Real Property**") shall vest in Mr. Bogdanoivc subject to all instruments registered on title at that time, other than those described in Schedule “4”, and the District Registrar is hereby directed to issue title accordingly.

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

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Park Blvd. Purchased Assets shall stand in the place and stead of the Park Blvd. 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 Park Blvd. Purchased Assets with the same priority as they had with respect to the Park Blvd. Purchased Assets immediately prior to the sale, as if the Park Blvd. 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.

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

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 Park Blvd. Purchased Assets in Mr. Bogdanoivc 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 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.

October ____, 2024

Chartier, 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

Court 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

B E T W E E N:

BANK OF MONTREAL

Applicant

- and –

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

Respondents

RECEIVER’S CERTIFICATE (RIVERDALE PROPERTY)

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Chartier of the Manitoba Court of King's Bench (the "**Court**") pronounced June 11, 2024, BDO Canada Limited was appointed as the receiver and manager (the "**Receiver**") of the assets, undertaking, and property 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 October 8, 2024, the Court approved the agreement of purchase and sale made as of September 12, 2024 (the "**Park Blvd. APA**") between the Receiver and Zeljko Bogdanoivc and provided for the vesting in Mr. Bogdanoivc of the Debtors’ right, title and interest in and to the Park Blvd. Purchased Assets, which vesting is to be effective with respect to the Park Blvd. Purchased Assets upon the delivery by the Receiver to Mr. Bogdanoivc of a certificate

confirming (i) the payment by Mr. Bogdanoivc of the Purchase Price for the Park Blvd. Purchased Assets; (ii) that the conditions to Closing have been satisfied or waived by the Receiver and Mr. Bogdanoivc; and (iii) the Park Blvd. 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 Park Blvd. APA.

THE RECEIVER CERTIFIES the following:

1. Mr. Bogdanoivc has paid and the Receiver has received the Purchase Price for the Park Blvd. Purchased Assets payable on the Closing Date pursuant to the Park Blvd. APA;
2. The conditions to Closing the Park Blvd. APA have been satisfied or waived by the Receiver and Mr. Bogdanoivc; and
3. The Park Blvd. Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at [REDACTED] [TIME] on _____, 2024.

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

Per: _____
Name:
Title:

Schedule “2” – The Real Property

Registered Owner: GENESUS INC.

Title No. 2698800/1

Legal Description:

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

Schedule "3" – Claims to be deleted and expunged from title to Real Property

- Mortgage No. 4434702/1 from Genesus Inc. to Farm Credit Canada in the amount \$1,400,000.00
- Amending Agreement No 4704984/1 from Farm Credit Canada
- Amending Agreement No 5029775/1 from Farm Credit Canada
- Mortgage No. 5583625/1 to Bank of Montreal in the amount \$8,000,000.00
- Tax Sale First Return No. 5601833/1
- Certificate of Judgment No. 5602937/1
- Certificate of Judgment No. 5605846/1
- Notice of Appt. of a Receiver/Mgr No. 5654962/1
- Caveat No. 5664132/1

**Schedule “4” – Permitted Encumbrances, Easements and
Restrictive Covenants related to the Real Property**

- Caveat No. 85-38881/1 from The City of Winnipeg

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 October 3, 2024

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

Catherine E. Howden / Madison Laval

Phone No. (204) 956-3532
Fax No. (204) 957-0227
Email: howden@pitblado.com

(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 Attention: Charles Roy Email: croy@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

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: allan.herman@waldin.ca Attention: Richard Schwartz rschwartz@tappercuddy.com	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			Counsel for Ernst & Young LLP

Party/Counsel	Telephone	Facsimile	Party Represented
Attention: Michael Mitchell Email: michael.mitchell@ca.ey.com			
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
MLT Aikins LLP 30 th Floor - 360 Main St Winnipeg, MB R3C 4G1 Attention: Kelsey Schade Email: kschade@mltaikins.com Attention: Gregory Fleetwood Email: gfleetwood@mltaikins.com	204-957-4663	204-957-0840	Counsel for Design Genetics Inc.
DLA Piper (Canada) LLP Suite 2700, the Stack 1133 Melville St., Vancouver BC V6E 4E5 Canada Attention: William He Email: william.he@dlapiper.com Attention: Don Collie Email: don.collie@dlapiper.com Attention: Collin Brousson Email: colin.brousson@dlapiper.com	(604) 643-6472		
The Boar Station Ltd. Attention: Harvey Toews Email: harvjtoews@gmail.com			

Party/Counsel	Telephone	Facsimile	Party Represented
Fairholme Colony Attention: Christopher Maendel Email: christopher@fh.hbni.net			
Goedacht Agri Estates PTY TD (Taaibosch Genetics) Attention: CP Kriek Email: cp@taaibosch.com			
Golden Harvesta Inc. Email: siyjoenson@gmail.com			
Prairie Blossom Honey Co. Ltd. Attention: Larry Maendel Email: larry@prairietruss.com			
Greenberg Traurig LLP 222 South Main Street, Suite 1730 Salt Lake City, Utah 84101 Attn: Carson Heninger Email: carson.heninger@gtlaw.com Attn: Annette Jarvis Email: jarvisa@gtlaw.com Attn: Marc Musyl Email: marc.musyl@gtlaw.com Attn: John Wharton Email: john.wharton@gtlaw.com			Counsel for Torridian Agrico LLC
Homestead Consumers Co-op Attention: Lisa Lehouillier Email: lisa.lehouillier@homestead.crs	204-745-2073		Creditor
Widmer Farms 30200-181st Avenue New Prague, MN 56071 USA Attention: Bob & Diana Widmer Email: dbwidmer1985@gmail.com			
Total Swine Genetics (TSG) Inc. Attention: Stu Duvries Email: accounting@totalswinegenetics.com			

Party/Counsel	Telephone	Facsimile	Party Represented
Email: sduvries@totalswinegenetics.com			
Magnum Swine Genetics Inc. Attention: Andrew Email: sales@magnumswine.com			
Big Stone A.I. Inc. Attention: Kent Morrill Email: bigstoneai@gmail.com			
Commercial Concepts A.I. (CCA) Email: mmagee@commercialconceptsai.com			
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Marke Semen Service Attention: Marie Rithamel Email: markesemen@yahoo.com	(262) 736-2345		
Genesis UK Limited Email: adrian@genesusuk.com			
Glenmarshal Sires Ltd. Email: glenmarshalsires@aol.com			
Genesis Deutschland GmbH Email: mtaken@hotmail.com			
Genesis Belgie BV Email: mtaken@hotmail.com			
Charness Charness & Charness 614 Jacques – 5 th Floor Montreal, Quebec H3C 1E2 Attention: April Nutakor Email: april@charnesslaw.com	(514) 878-1808	(514) 871-1149	Counsel for United Animal Health Inc.
United Animal Health Inc. Attention: Brittany Dingess Email: legal2@dandsltd.com Attention: Steve Smith Email: Steve.Smith@unitedanh.com			

Party/Counsel	Telephone	Facsimile	Party Represented
Gislason & Hunter LLP 111 South 2 nd Street, Suite 500 Mankato, Minnesota 56001 Attention: Dean Zimmerli Email: dzimmerli@gislason.com	(507) 387-1115	(507) 387-4413	Counsel for Jerry Widmer
Fredrikson & Byron, P.A. 60 South Sixth Street, Suite 1500 Minneapolis, Minnesota 55402 Attention: Katherine Nixon Email: knixon@fredlaw.com	(612) 492-7067		Counsel for Central Farm Service
MANITOBA COMPANIES OFFICE 1010 – 405 Broadway Winnipeg, Manitoba R3C 3L6 Attention: Dawn Gerbrandt / Linda Calinski Email: companies@gov.mb.ca	(204) 945-2500		
MEIGHEN HADDAD LLP 110-11 th Street Brandon, Manitoba R7A 4J4 Attention: Blair Filyk Email: bjilyk@mhlaw.ca	(204) 725-8766		Counsel for Verbruggen Prairie Farms Ltd.
RONALD S. ADE LAW CORPORATION 102 - 1015 Wilkes Avenue Winnipeg, MB R3P 2R8 Attention: Ronald Ade Email: ron@ronade.ca	(204) 487-5910		Counsel for Zeljko Bogdanoivc
THE CITY OF WINNIPEG Main Floor, 457 Main Street Winnipeg, MB R3B 1B5 Attention: Roselind Santos Email: rsantos@winnipeg.ca 311@winnipeg.ca	(204) 986-3887		