

File No. CI 24-01-45056

**THE KING'S BENCH  
WINNIPEG CENTRE**

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

BETWEEN:

**BANK OF MONTREAL,**

Applicant,

- and -

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

Respondents.

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

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Barristers and Solicitors  
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File No. 0128056.00004

THE KING'S BENCH  
WINNIPEG CENTRE

THE HONOURABLE

)

WEDNESDAY, THE 29<sup>TH</sup>

MR. JUSTICE CHARTIER

)

DAY OF JANUARY, 2025

)

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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**GENESUS INC., CAN-AM GENETICS INC. and  
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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 10014640 Manitoba Inc. (formerly Genesus Inc.) ("**Genesus**"), 3940480 Manitoba Inc. (formerly 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 Luyao Li and Kenan Yang (together "**Li and Yang**"), dated December 16, 2024, as amended by a Reinstatement and Amendment dated January 15, 2025 and appended in a redacted form to the Fourth Report of the Receiver dated January 22, 2025 (the "**Fourth Report**") and in an unredacted form to the Confidential Supplement to the Fourth Report of the

Receiver dated January 22, 2025, and vesting in Li and Yang the Receiver's and Genesus' 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 of the Receiver dated October 2, 2024, the Fourth 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, counsel for the Debtors, no one appearing for any other person on the Service List, although properly served as appears from the affidavit of Brittany Chapdelaine sworn January 27, 2025, 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 Li and Yang.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to Li and Yang substantially in the form attached as **Schedule "A"** hereto (the **"Receiver's Certificate"**), all of the Receiver's and Genesus' right, title and interest in and to the Park Blvd. Purchased Assets described in the Park Blvd. APA shall vest absolutely in Li and Yang, 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 "C" 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 "D" 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 Li and Yang, 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 Li and Yang subject to all instruments registered on title at that time, other than those described in Schedule "C", 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 Gensus and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of Gensus;

the vesting of the Park Blvd. Purchased Assets in Li and Yang pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Genesis and shall not be void or voidable by creditors of Genesis, 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.

January \_\_\_\_, 2025

G.L. Chartier

Digitally signed by G.L.  
Chartier  
Date: 2025.02.05 10:23:57  
-06'00'

Chartier, 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:

Catherine Howden, Pitblado LLP, counsel for Bank of Montreal;

Charles Roy, Taylor McCaffrey LLP, counsel for Farm Credit Canada; and

Kalev Anniko, Fillmore Riley LLP, counsel for the Debtors.

AS DIRECTED BY THE HONOURABLE MR. JUSTICE CHARTIER

**Schedule "A" – 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**  
**(PARK BLVD. 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 10014640 Manitoba Inc. (formerly Genesus Inc.) ("**Genesus**"), 3940480 Manitoba Inc. (formerly 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 January 29, 2025, the Court approved the agreement of purchase and sale made as of December 16, 2024, as amended by a Reinstatement and Amendment dated January 15, 2025 (the "**Park Blvd. APA**") between the Receiver and Luyao Li and Kenan Yang (together "**Li and Yang**") and

provided for the vesting in Li and Yang of the Receiver's and Genesus' 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 Li and Yang of a certificate confirming (i) the payment by Li and Yang of the Total Purchase Price for the Park Blvd. Purchased Assets; (ii) that the conditions to Closing have been satisfied or waived by the Receiver and Li and Yang; 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. Li and Yang have paid and the Receiver has received the Total 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 Li and Yang; 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 \_\_\_\_\_, 2025.

**BDO CANADA LIMITED, in its capacity as Receiver of the undertaking, property and assets of 10014640 Manitoba Inc. (formerly Genesus Inc.), 3940480 Manitoba Inc. (formerly Can-Am Genetics Inc.), and Genesus Genetics Inc. and not in its personal capacity**

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



## **Schedule “B” – The Real Property**

**Registered Owner:** 10014640 Manitoba Inc.

**Title No.** 3332995/1

**Legal Description:**

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

## **Schedule “C” – Claims to be deleted and expunged from title to Real Property**

- Mortgage No. 4434702/1 to Farm Credit Canada in the amount \$1,400,000.00
- Amending Agreement No 4704984/1 by Farm Credit Canada
- Amending Agreement No 5029775/1 by Farm Credit Canada
- Mortgage No. 5583625/1 to Bank of Montreal in the amount \$8,000,000.00
- 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 “D” – Permitted Encumbrances, Easements and  
Restrictive Covenants related to the Real Property**

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