

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.

**SALE APPROVAL AND VESTING ORDER
(BAGOT 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

THE KING'S BENCH
WINNIPEG CENTRE

THE HONOURABLE
MR. JUSTICE CHARTIER

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THURSDAY, THE 12TH
DAY OF JUNE, 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 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
BAGOT PROPERTY**

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets of 10014640 Manitoba Inc. (formerly Genesis Inc.) ("**Genesis**"), 3940480 Manitoba Inc. (formerly Can-Am Genetics Inc.) ("**Can-Am**"), and Genesis Genetics Inc. ("**GGI**", and together with Genesis and Can-Am, the "**Debtors**") for an order, approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement** ") between the Receiver and Brett Tyson Remillard and Lichelle Breanne Martens (together, the "**Purchaser**") dated May 7, 2025 and appended in a redacted form to the Fifth Report of the Receiver dated June 4, 2025 (the "**Fifth Report**") and in an unredacted form to the Confidential Supplement to the Fifth Report of the Receiver dated June 4, 2025, and vesting in the Purchaser the Receiver's and the

Debtors' right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the First Report of the Receiver 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 of the Receiver dated January 22, 2025, and the Fifth 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, 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 Brittany Chapdelaine sworn June 11, 2025 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 ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement 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 "A"** hereto (the "**Receiver's Certificate**"), all of the Receiver's and the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement 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 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 Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that upon the registration in the Portage Land Titles Office ("**PLTO**") of a Transmission 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 “C”, and the District Registrar is hereby directed to issue title accordingly.

5. 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.

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, 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.

9. 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.

June ____, 2025

G.L. Chartier Digitally signed by G.L. Chartier
Date: 2025.06.17 10:52:42 -05'00'

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 of Pitblado LLP, counsel for Bank of Montreal
Charles Roy of Taylor McCaffrey LLP, counsel for Farm Credit Canada

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
(BAGOT 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 undertaking, property and assets of 10014640 Manitoba Inc. (formerly Genesis Inc.) ("**Genesis**"), 3940480 Manitoba Inc. (formerly Can-Am Genetics Inc.) ("**Can-Am**"), and Genesis Genetics Inc. ("**GGI**", and together with Genesis and Can-Am, the "**Debtors**").

B. Pursuant to an Order of the Court pronounced June 12, 2025, the Court approved the agreement of purchase and sale made as of May 7, 2025 (the "**Sale Agreement**") between the Receiver and Brett Tyson Remillard and Lichelle Breanne Martens (together, the "**Purchaser**") and provided for the vesting in the Purchaser of the Receiver's and

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 Sale Agreement.

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 Sale Agreement;
2. The conditions to Closing the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The 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 Genesis Inc.), 3940480 Manitoba Inc. (formerly Can-Am Genetics Inc.), and Genesis Genetics Inc. and not in its personal capacity

Per: _____

Name:

Title:

Schedule "B" – The Real Property

Registered Owner: 3940480 Manitoba Inc.

Title No. 3332498/3

Legal Description:

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

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

- Mortgage No. 1113435/3 to Genesis Inc. in the amount of \$2,000,000.00
- Postponement of Rights No. 1118545/3 from Genesis Inc. in Mortgage No. 1113435 to Can-Am Genetics Inc. in Mortgage No. 1117410
- Caveat No. 1139976/3 by Genesis Inc. (Postponement of Advances by FCC Mortgage No. 1109343)
- Mortgage No. 1230863/3 to Bank of Montreal in the amount of \$8,000,000.00
- Postponement of Rights No. 1231745/3 from Genesis Inc. to Mortgage No. 1230863/3
- Certificate of Judgment No. 1232212/3
- Notice of Appt. of a Receiver/Mgr No. 1235743/3
- Caveat No. 1235744/3

**Schedule "D" – Permitted Encumbrances, Easements and
Restrictive Covenants related to the Real Property**

- Caveat No. 29067/3 by Crown Trust Company
- Caveat No. 39303/3 by Manitoba Telephone System
- Caveat No. 1015486/3 by MTS Communications Inc.
- Caveat No. 1028209/3 by Robert Patrick Voesenek and Elizabeth Susan Voesenek