

**MNP Ltd.**  
**RECEIVER OF**  
**BECKERLAND FARMS INC.**

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**INVITATION**  
**FOR OFFERS TO PURCHASE**

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## 1.0 INTRODUCTION

This Invitation for Offers for Outright Purchase or Auction Proposals has been compiled by MNP Ltd. ("MNP"), in its capacity as receiver (the "**Receiver**") of Beckerland Farms Inc. ("**Beckerland**" or the "**Company**").

It has been prepared solely for information purposes to assist prospective Purchasers or Auctioneers (jointly referred to as "**Purchasers**") in making an evaluation of the Company's assets (the "**Assets**"). The information provided herein may not contain all of the information Purchasers may require and therefore, Purchasers should conduct their own investigation, analysis and due diligence relating to the Company's Assets and of the information contained herein.

The Receiver has not independently verified or reviewed any of the information contained herein. The Receiver does not make any representation or warranty as to the accuracy or completeness of this Invitation for Offers and shall have no liability for any representations (expressed or implied) contained in or for any omissions from this Invitation for Offers, or for any other written or oral communications transmitted to Purchasers in the course of their evaluation of the Assets.

To assist Purchasers, the Receiver will make the Asset location available for Purchasers to attend to view the Assets at set dates and times.

### Viewing of the Assets

The Premises will be open to allow for viewing of the Assets on Tuesday September 3rd from 1:00 pm to 5:00 pm, and Wednesday September 4th from 9:00 am to 12:00 pm. Please confirm with Rick Anderson if you plan on attending one or both of these viewing times and the locations you will be attending (Rick Anderson of MNP at 403 537-8424 or [rick.anderson@mnp.ca](mailto:rick.anderson@mnp.ca)).

The locations are:

Highway 5, Railway Ave town limit Canora, SK;  
Wroxton SK, in the RM of Calder

**The deadline for the submission of an offer for Purchase is 12:00 pm (Calgary time) on September 20, 2019.**

The Receiver has formulated specific transaction procedures that are included in the Terms and Conditions of Sale (See Appendix C). The Receiver also reserves the right to:

- Amend or terminate the sales procedures during the sales process;
- Accept an Offer that may not necessarily be the highest bid;
- Negotiate with one or more Purchasers at any time;
- Set a minimum offer price for any of the assets;
- Enter into a definitive transaction agreement without prior notice to other Prospective Purchaser at any time during the transaction process; and
- Not accept any Offers.

As the Receiver is court appointed, any offer agreed to by the Receiver will need to be approved by the court. The Receiver will seek such approval as quickly as possible after coming to agreement with a Purchaser.

## **2.0 BACKGROUND / PREMISES INFORMATION**

The Company provided grain storage and turning services to the local agricultural industry in the Yorkton, Saskatchewan area from its premises in Wroxton, Saskatchewan, Canada.

## **3.0 ASSETS INCLUDED IN SALE**

**Assets** – a listing of the Assets is included at Appendix A and Appendix B. The assets are being offered in two primary lots, being the Canora assets and the Wroxton assets which include land, buildings all equipment, inventory, and parts inventory as listed in Appendix A and Appendix B.

It should be noted that the Receiver has not verified any of the quantities, descriptions, or accuracy of the Assets. Purchasers are to rely entirely on their own inspection and investigation as to accuracy and completeness of the information provided by the Receiver to the Purchaser.

## **4.0 PROCEDURE TO SUBMIT OFFER TO PURCHASE AND AUCTION PROPOSAL**

The submission of an Offer to Purchase to the Receiver shall constitute an acknowledgement and an acceptance by the Purchaser of the terms of the Invitation for Offers to Purchase including the Terms and Conditions of Sale as set out in Appendix C.

All Offers to Purchase must be substantially in the form of offer attached (Appendix D).

The deadline for the submission of an Offer to Purchase is 12:00 pm (Calgary Time) on September 20, 2019. Offers to Purchase or Auction Proposals must be submitted to MNP Ltd., Attention: Rick Anderson, RE: Beckerland Farms Inc.– In Receivership” at the address below.

Further information regarding the sales process can be obtained by contacting:

Rick Anderson  
[rick.anderson@mnp.ca](mailto:rick.anderson@mnp.ca)  
Phone: (403) 537-8424

MNP Ltd.  
1500, 640 – 5 Ave SW  
Calgary, AB T2P 3G4



.....Appendix A  
**Canora Assets**

**Land and buildings located at**

Surface parcel #203043114  
BLK/PAR A Plan No 102173701 Extension 0

And equipment and grain bins on the adjacent 2 pages

## EQUIPMENT & GRAIN BINS

ITEM	DESCRIPTION	FMV
Equipment & Grain Bins Located at 1616 Highway No. 5 West in Canora, SK		
82	Twister 60-12 117,820 bu grain bin C-1, w/ concrete floor, full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder,& bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, SN N/A	
83	Twister 60-12 117,820 bu grain bin C-2, w/ concrete floor, full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder,& bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, SN N/A	
84	Twister 60-12 117,820 bu grain bin C-3, w/ concrete floor, full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder,& bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, SN N/A	
85	Twister 60-12 117,820 bu grain bin C-4, w/ concrete floor, full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder ,& bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, SN N/A	
86	Twister 60-12 117,820 bu grain bin C-5, w/ concrete floor, full floor aeration, u-trough, power sweep, OPI cable, outside ladder, & bin lid opener ,drag augers to central conveyor to grain leg,all electric motor drive, 3 phase,SN N/A	
87	Twister 60-12 117,820 bu grain bin C-6, w/ concrete floor, full floor aeration, u-trough, power sweep, double aeration fans. OPI cable, outside ladder,& bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase,SN N/A	
88	Twister 60-12 117, 820 bu grain bin w/concrete floor, full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder & bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, SN N/A	
89	Twister 60-12 117,820 bu grain bin C-8, w/ concrete floor,full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder, & bin lid opener,drag augers to central conveyor to grain leg,all electric motor drive, 3 phase, SN N/A	
90	Neco Triple film grain dryer, 11 sections high, electric-power red, continuous flow, This unit is disassembled but it appears the pieces are all there to make it functional.	

# EQUIPMENT & GRAIN BINS

ITEM	DESCRIPTION	FMV
91	HSISystems double 10,000 bu.grain leg & grain handling system, Meridian TL12-39 grain unload auger,Conveyors, catwalk, grain leg sections,grain leg buckets & belting,hoppers & manifolds ladders & safety cage, etc . The grain leg is only partially completed, there are parts to the unit in the yard as per pictures,there is much work needed to make this grain handling system functional.	
82	Truck scale, 12'x10' w/ catwalks on each side, ramps up to scale, digital read-out, scale mounted on cement pylons w/ underslung unloading conveyor, unload conveyor not functional at this time.	
93	Metal-clad office building, Dryer shack, 16'x24',metalclad, wood construction, w/ 2x8 construction, bathroom & shower, bedroom w/ 1bed, lunch area w/ stove, fridge, toaster, coffee pot,table,2 chairs, couch. loveseat, insulated,wired & heated, on steel skid	
94	Metal-clad Electronics building,16'x24' w/ electrical components, on steel skid	

**Wroxton Assets**

**Land and buildings located at**

Surface Parcel #141199296  
NE 29-26-31 W1, Extension 0

And equipment and grain bins on the adjacent 7 pages

# EQUIPMENT & GRAIN BINS

ITEM	DESCRIPTION	FMV
Equipment & Grain Bins located near Wroxton SK in the RM of Calder No. 241		
1	Westeel 1620 Magnum F Hopper Bin W-0, 4 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 65-09-3587	
2	Westeel 1620 Magnum F Hopper Bin W-1, 4200 bu, 4 skid, w/ hopper top, aeration, OPI cable, outside ladder, & bin lid opener, SN 65-09-3436	
3	Westeel 1620 Magnum F Hopper Bin W-2, 4200 bu, 4 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 65-09-3437	
4	Westeel 1620 Magnum F Hopper Bin W-3, 4200 bu, 4 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 65-09-3473	
5	Westeel 1620 Magnum F Hopper Bin W-4, 4200 bu, 4 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 65-Q9-3582	
6	Westeel 1620 Magnum F Hopper Bin W-5, 4200 bu, 4 skid, w/ hopper top, aeration, OPI cable, outside ladder, & bin lid opener, SN 65-09-3475	
7	Twister 1905 Hopper Bin W-6, 4600 bu, 2 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN N/A	
8	Twister 1905 Hopper Bin W-7, 4600 bu, 2 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 183022	
9	Twister 1905 Hopper Bin W-8, 4600 bu, 2 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 261035	
10	Twister 1905 Hopper Bin W-9, 4600 bu, 2 skid, w/ hopper top, 7.5 HP aeration fan, OPI cable, outside ladder, & bin lid opener, SN 261025	
11	Twister 1905 Hopper Bin W-10, 4600 bu, 2 skid, w/ hopper top, 7.5 HP aeration fan, OPI cable, outside ladder, & bin lid opener, SN 280103	
12	Twister 1905 Hopper Bin W-11, 4600 bu, 2 skid, w/ hopper top, 7.5 HP aeration fan, OPI cable, outside ladder, & bin lid opener, SN 184072	



# EQUIPMENT & GRAIN BINS

ITEM	DESCRIPTION	FMV
13	Twister 1905 Hopper Bin W-12, 4600 bu, 2 skid, w/ hopper top, 7.5 HP aeration fan, OPI cable, outside ladder, & bin lid opener, SN 184082	
14	Twister 1905 Hopper Bin W-13, 4600 bu, 2 skid, w/ hopper top, 7.5 HP aeration fan, OPI cable, outside ladder, & bin lid opener, SN 182092	
15	Twister 1905 Hopper Bin W-14, 4600 bu, 2 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 280073	
16	Twister 1905 Hopper Bin W-15, 4600 bu, 2 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 280083	
17	Twister 1906 Hopper Bin W-16, 5400 bu, w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 211043	
18	Twister 1906 Hopper Bin W-17, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 211053	
19	Twister 1906 Hopper Bin W-18, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 213063	
20	Twister 1906 Hopper Bin W-19, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 213053	
21	Twister 1906 Hopper Bin W-20, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 198023	
22	Twister 1906 Hopper Bin W-21, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 19-2009-59	
23	Twister 1906 Hopper Bin W-22, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 19-2009-58	
24	Twister 1906 Hopper Bin W-23, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 19-2009-51	



# EQUIPMENT & GRAIN BINS

ITEM	DESCRIPTION	FMV
25	Twister 1906 Hopper Bin W-24, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 19-2009-57	
26	Twister 1906 Hopper Bin W-25,5400 bu w/ hopper top, skid,aeration fan, OPI cable, outside ladder, & bin lid opener, SN 19-2005-224	
27	Titan Hopper Bin W-26, 8100 bu,w/ hopper top,no air,3 skid, OPI cable,outside ladder,& bin lid opener, SN 22200995	
28	Titan Hopper Bin W-27, 8100 bu, w/ hopper top,no air,3 skid, OPI cable,outside ladder, & bin lid opener, SN 22200999	
29	Titan Hopper Bin W-28, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable,outside ladder, & bin lid opener, SN 22200996	
30	Titan Hopper Bin W-29, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200992	
31	Titan Hopper Bin W-30, 8100 bu, w/ hopper top, no air,3 skid, OPI cable, outside ladder,& bin lid opener, SN 22200993	
32	Titan Hopper Bin W-31, 8100 bu, w/ hopper top, no air,3 skid, OPI cable,outside ladder,& bin lid opener, SN 22200994	
33	Titan Hopper Bin W-32, 8100 bu, w/hopper top, no air, 3 skid, OPI cable, outside ladder & bin lid opener, SN 22200990	
34	Titan Hopper Bin W-33, 8100 bu. w/ hopper top,no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200991	
35	Titan Hopper Bin W-34,8100 bu. w/ hopper top,no air, 3 skid, OPI cable, outside ladder,& bin lid opener, SN 22200998	
36	Titan Hopper Bin W-35,8100 bu,w/ hopper top, no air,3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200997	

# EQUIPMENT & GRAIN BINS

ITEM	DESCRIPTION	FMV
37	Titan Hopper Bin W-36, 8100 bu, w/hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener,SN 22200989	
38	Titan Hopper Bin W-37, 8100 bu,w/ hopper top, no air, 3 skid, OPI cable,outside ladder, & bin lid opener.SN 222009100	
39	Titan Hopper Bin W-38, 8100 bu, hopper top, no air.3 skid, OPI cable,outside ladder,& bin lid opener,SN 222009101	
40	Titan Hopper Bin W-39, bu, hopper top,no air,3 skid, OPI cable,outside ladder,& bin lid opener,SN 22200988	
41	Twister 2106 Hopper bin W-40, 7700 bu, w/ hopper top, no air,skid,OPI cable, outside ladder, & bin lid opener, SN 21-2012-146	
42	Twister 2106 Hopper bin W-41,7700 bu, w/ hopper top,no air, skid,OPI cable, outside ladder, & bin lid opener, SN 21-2012-147	
43	Twister 2106 Hopper bin W-42, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, & bin lid opener, SN 21-2012-144	
44	Twister 2106 Hopper bin W-43, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, bin lid opener, SN 21-2012-145	
45	Twister 2106 Hopper bin W-44,7700 bu, w/ hopper top,no air, skid, OPt cable, outside ladder, & bin lid opener, SN 21-2012-143	
46	Twister 2106 Hopper bin W-45, 7700 bu,w/ hopper top,no air, skid, OPI cable,outside ladder, & bin lid opener, SN 21-2012-142	
47	Twister 2106 Hopper bin W-46, 7700 bu, w/ hopper top, no air, skid, OPt cable, outside ladder, & bin lid opener,SN 21-2012-75	
48	Twister 2106 Hopper bin W-47,7700 bu,w/ hopper top.no air, skid,OPt cable, outside ladder, & bin lid opener, bin used for fertilizer, SN 21-2012-74	

# EQUIPMENT & GRAIN BINS

ITEM	DESCRIPTION	FMV
49	Twister 2106 Hopper bin W-48, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, & bin lid opener, •bin used for fertilizer, SN 21-2012-71	
50	Twister 2106 Hopper bin W-49, 7700 bu, w/ hopper top, no air, skid, OPT cable, outside ladder, bin lid opener, •bin used for fertilizer, SN 21-2012-73	
51	Twister 2106 Hopper bin W-50, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder & bin lid opener, •bin used for fertilizer, SN 21-2012-68	
52	Twister 2106 Hopper bin W-51, 7700 bu, w/ hopper top, no air, skid, OPT cable, outside ladder, & bin lid opener, •bin used for fertilizer, SN 21-2012-69	
53	Twister 2106 Hopper bin W-52, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, & bin lid opener, •bin used for fertilizer, SN 21-2012 -72	
54	Twister 2106 Hopper bin W-53, 7700 bu, w/ hopper top, no air, sk id, OPT cable, outside ladder, & bin lid opener, •bin used for fertilizer, SN 2 1-2012-70	
55	Westeel Bin W-67, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1fan, OPI cable, outside ladder, & bin lid opener, SN N/A	
56	Westeel Bin W-68, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1fan, OPI cable, outside ladder, & bin lid opener, SN N/A	
57	Westeel Bin W-69, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1fan, OPI cable, outside ladder, & bin lid opener, SN N/A	
58	Westeel Bin W-70, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1fan, OPI cable, outside ladder, & bin lid opener, SN N/A	
59	Westeel Bin W-71, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1fan, OPI cable, outside ladder, & bin lid opener, SN N/A	
60	Westeel Bin W-72, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1fan, OPI cable, outside ladder, & bin lid opener, SN N/A	



# EQUIPMENT & GRAIN BINS

ITEM	DESCRIPTION	FMV
61	2000 JD 7510 MFWD tractor,w/ 2 hyds,PTO,3PTH, power quad trans., 12,800 hrs.,460/8SR38 rear tires, 480R70x26 front tires, c/w JD 740 self-levelling FEL w/ bale grapple, SN RW7510ROS4066	
62	1983 JD 4650 tractor ,w/2 hyds,PTO, power quad trans., 3883 hrs showing, 20.8x38 factory duals, SN RW4650H003594	
62a	2013 Volvo VNL64T Highway Tractor,Currently at mechanics shop with a mechanics lein against it (did not see) John to find out if there is equity in unit)	
63	Farm King (Ease-on) 6650 tandem offset disk, 29', notched blades front, smooth blades rear,dual carrier wheels,scrapers, spring shanks', SN 53987	
64	1986 Bourgault 1154 Convertabar harrow packer bar, 60' w/ auto fold to transport, P20 packers, 5 bar adj tine harrows,tandem walk ing axle, dual carrier wheels on centre section,SN HP1154	
65	1996 Westward 3000 30' swather, w/p/u reel, auto fold, SN 107973	
66	Grain handler continuous flow grain dryer,c/w control panel, single fan, 600 bu./hr.capacity SN 1607HF012 ( the dryer has been on fire and outside metal shows burn marks.)	
67	2009 Wheathheart 8"x46' (input to dryer),electric motor, on stand, transport & hubs but no wheels SN 2674	
68	2009 Wheathheart 8"x51' (output from dryer) electric motor,on stand,transport & hubs but no wheels SN 2752	
69	Dryer shack, 16'x24', metal clad, wood constuction, w/2"x6" construction, bathroom & shower, bedroom w/ 1bed, lunch area w/ stove, fr idge, toaster, coffee pot, table, 2 chairs,couch, loveseat, insulated, wired & heated, on steel skid	
70	Dryer control shack,8'x12' , wood construction w/ metal clad,insulated,wired & heated,on steel skid	
71	2009 Dodge Ram 2500 HD quad cab truck, w/5.7l Hemi eng.,auto trans.,4x4, 343,286 kms showing,radial tires,cloth interior,SN 307KS28T89G529143	

# EQUIPMENT & GRAIN BINS

ITEM	DESCRIPTION	FMV
72	Bruns 205 4-wheel grain wagon, w/ automotive steering, 315/80R22.5 tires, 8 bolt hubs, SN 113221	
72a	Custom built 8' x 12' t/a tank trailer w/ pintle hitch, t/wa, plywood deck, 1650 gal. poly tank, chem handler mixer, hoses, banjo fittings .	
73	Industrial Scale Ltd truck scale, 10'x90', w/catwalks & railing, digital readout, 76,000 kg capacity	
74	Union 1ton elec & hyd grain probe w/ remote control, vacuum sample collector, 3 cameras & monitor	
75	2014 Wheateheart X160-125 auger, 16"x125', w/ PTO drive, hyd raise & lower, remote, reverse, hyd. drive wheels on hopper, SN WH15246	
76	2009 Westfield MK130-111+ auger, 13"x111', w/low profile hopper, hyd wheels on hopper, SN 209369	
77	Westfield STX100-41 auger, 10"x41', self-contained transport w/ Vanguard 35HP V-2 ENG. hyd winch, SN 277088	
78	Land Master 12' land leveller w/ hyd lift, •needs 120HP tractor, SN CMW09406	
79	3 Cattle Oilers	
80	Custom built 3-prong bale fork	
81	Frontier pallet forks for FEL	

### **General Terms and Conditions**

1. MNP Ltd., in its capacity as receiver (the "Receiver") of Beckerland Farms Inc. (the "Company") will consider written offers to purchase, or conduct an auction ("Offer to Purchase") regarding the Company's right, title and interest, if any, in the assets of the Company (collectively, the "Assets") as described in Appendix A and Appendix B.
2. All Offers to Purchase must be submitted by completing the attached form of Offer to Purchase and must be received by Rick Anderson, at the Calgary office of the Receiver at 1500, 640 – 5 Ave. SW Calgary, AB T2P 3G4, by no later than 12:00 p.m., Calgary Time, on September 20, 2019. However, nothing herein prevents the acceptance of any Offer(s) to Purchase prior to that time.
3. The Assets are being offered for sale on an "as is" and "where is" and "without recourse" basis with no representations or warranties as to title, encumbrances, description, fitness for use, condition (environmental or otherwise), defect (patent or latent), collectability, merchantability, quantity, quality, or any other matter or thing whatsoever, either stated or implied. Each party making an offer (the "Offeror") must rely on its own judgement, inspection and investigation of the Assets.

### **Transaction Process**

4. The Receiver reserves the right and shall be at liberty, at any time, at its sole discretion, to set a minimum purchase price for the Assets and, in such case, shall inform the Offeror of such minimum purchase price.
5. The Receiver reserves the right to amend or terminate the sales process, or to withdraw or amend any sub parcel or parcel of assets, at any time, at its sole discretion. With respect to any withdrawal, amendment, or termination of the sales process, the sole obligation of the Receiver to the Offeror shall be to inform the Offeror of the withdrawal or amendment.

### **Offers to Purchase**

6. Upon receipt by the Receiver of any Offer to Purchase, no person shall be entitled to retract, withdraw, vary or amend the Offer to Purchase prior to acceptance or rejection thereof, without the prior written consent of the Receiver.
7. The submission of an Offer to Purchase to the Receiver shall constitute an acknowledgement and an acceptance by the Offeror of the terms of the Invitation for Offers to Purchase including these Terms and Conditions of Sale.
8. The highest or any Offer to Purchase shall not necessarily be accepted.

### **Closing**

9. The Purchaser shall pay to the Receiver the purchase price, agreed upon expenses, plus all applicable federal and provincial taxes, duties and registration fees, unless the applicable exemption certificates are presented to the Receiver on or before the agreed upon closing date. Payment is due within two weeks of the Purchaser being notified of their offer being accepted by the Receiver, and prior to assets being removed from the premises.



10. Without limitation, all of the purchased Assets shall be as they exist at the time of closing. The Purchaser acknowledges and agrees that the Receiver shall not be required to inspect the purchased Assets or any part thereof and the Purchaser shall be deemed at its own expense to have relied entirely on its own inspection and investigation. The Purchaser acknowledges that no warranties or conditions, expressed or implied, pursuant to applicable legislation in other jurisdictions apply hereto and all of the same are hereby waived by the Purchaser.
11. Prior to closing, the purchased Assets shall be and remain in the possession of and at the risk of the Receiver and the Receiver will hold all policies of insurance effected thereon and the proceeds thereof in trust for the Receiver and the Purchaser as their respective interests may appear. After closing, the purchased Assets shall be at the risk of the Purchaser. In the event of substantial damage to the purchased Assets occurring on or before closing, the Purchaser may either have the proceeds of the insurance and complete the transaction of purchase and sale or may cancel the transaction of purchase and sale and have all monies theretofore paid, returned without interest, costs or compensation of any kind whatsoever. Where any damage is not material, the Purchaser shall be obliged to complete the purchase and shall be entitled to the proceeds of insurance referable to such damage, but not to any other costs or compensation whatsoever.
12. The Purchaser shall remove the purchased Assets from the premises at Wroxton, Saskatchewan, as applicable, at the Purchaser's costs and expense within three (3) days of the closing date, with such removal of the purchased Assets to be conducted in a good and workmanlike manner by the Purchaser.

#### **Purchaser's Representations, Responsibilities and Indemnifications**

13. The Purchaser shall assume, at its cost, complete responsibility for compliance with all municipal, provincial and federal laws insofar as the same apply to the purchased Assets and the use thereof by the Purchaser. It shall be the Purchaser's sole responsibility to obtain, and pay the cost of obtaining, any consents, permits, licenses or other authorizations necessary or desirable for the transfer to the Purchaser of the Company's right, title and interest, if any, in the purchased Assets.
14. The Purchaser will include details in their offer of any commission due to any agent or broker, and payable by the Receiver, related to an accepted offer and completed sale. No commission will be paid by the Receiver where commission details are not fully disclosed on the offer submitted.
15. The Purchaser represents and warrants that
  - a) It is a corporation duly incorporated, organized and subsisting under the laws of Canada, Saskatchewan, or another province of Canada;
  - b) It has the corporate power and authority to enter into agreements, and all necessary actions and approvals will be taken or obtained by the Purchaser to authorize the creation, execution, delivery and performance of agreements will be duly executed and delivered by the Purchaser and is enforceable against the Purchaser in accordance with its terms; and
  - c) It is not a non-Canadian for the purpose of the *Investment Canada Act (Canada)* and it is not a non-resident of Canada within the meaning of the *Income Tax Act (Canada)*.
16. The Purchaser shall indemnify the Receiver and hold the Receiver harmless against and from all losses, costs, damages and expenses which the Receiver may sustain, incur or

become liable for by reason of or arising from any operations of the Purchaser in relation to the Assets, including without limitation, any clean up, decommissioning, restoration or remediation of the Assets which may be required of the Receiver pursuant to any environmental laws as a result of the operations of the Purchaser.

### **Receiver's Rights, Responsibilities, and Obligations**

17. MNP is acting solely in its capacity as Receiver of the Company and not in its personal or corporate capacity, and its liabilities hereunder, if any, or under any Offer to Purchase, or sale contemplated hereby, will be solely in its capacity as Receiver of the Company and it shall have no personal or corporate liability of any kind, whether in contract or in tort or otherwise.
18. The obligation of the Receiver to complete the transaction of purchase and sale is subject to the satisfaction of, among other things, the following terms and conditions at or prior to the Closing Date, which conditions are for the sole benefit of the Receiver and which may be waived by the Receiver:
  - a) The representations and warranties of the Purchaser herein are true and accurate as of the Closing Date;
  - b) No action or proceeding at law or in equity shall be pending or threatened by any person, form, governmental authority, regulatory body or agency, to enjoin, restrict or prohibit the purchase and sale of the purchased Assets;
  - c) Any required court approval for this sale is granted by the court;
  - d) The purchased Assets shall not have been removed from the control of the Receiver by any means or process; and
  - e) No party shall have taken any action to redeem any of the purchased Assets.

### **Notices**

19. Any notices, requests, demands or other communications to be given pursuant to this process shall be in writing and shall either be hand delivered, faxed or mailed by prepared registered mail addressed as follows:

To the Purchaser: at the address set forth in the Offer to Purchase

To the Receiver:

MNP Ltd.  
1500, 640 – 5 Ave SW  
Calgary, AB T2P 3G4

Attention: Rick Anderson, Fax (403) 537-8437, email [rick.anderson@mnp.ca](mailto:rick.anderson@mnp.ca).

20. Notices shall be effective upon personal delivery or, if mailed, three days after the deposit with the post office, or if telefaxed, on the date the notices was sent by telefax, or if emailed, on the date of the email, or if on a holiday the next business day thereafter.

Dated at Calgary, Alberta this 16<sup>th</sup> day of August, 2019.

MNP Ltd.

In its capacity as Receiver of

Beckerland Farms Inc.

And not in its personal or corporate capacity

## OFFER TO PURCHASE

TO: MNP LTD., IN ITS CAPACITY AS RECEIVER OF BECKERLAND FARMS INC., AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY

1. \_\_\_\_\_  
(Name of Prospective Purchaser)

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Contact information including: Address, Phone, Fax and E-mail of Prospective Purchaser)

3. **Purchase:**

The undersigned hereby irrevocably offers to purchase the assets at the following price, in the lawful currency of Canada, namely:

<b>Purchase Price for Lot A- Canora assets</b>	<b>\$CAD</b> _____
<b>Purchase Price for Lot B- Wroxton assets</b>	<b>\$CAD</b> _____

<b>Total Purchase Price</b>	<b>\$CAD</b> _____
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All offers will be subject to applicable federal and provincial taxes, duties and registration fees, unless the applicable exemption certificates are presented to the Receiver on or before the agreed upon closing date.

4. The undersigned hereby represents and warrants that it is not a non-Canadian as defined in the *Investment Act (Canada)* and that it is not a non-resident of Canada as defined in the *Income Tax Act (Canada)*.

5. The undersigned acknowledges receipt of a copy of the Terms and Conditions of Sale and acknowledges such Terms and Conditions of Sale are deemed to form part of this Offer to Purchase and agrees to be bound by them and covenants.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
(City, Province) (Date) (Month)

\_\_\_\_\_  
Print Name of Prospective Purchaser (Company)

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Position of Authorized Signatory