

Agreement, the Guarantees or the Security. Specifically, the Obligors acknowledge that BDC has not provided a waiver, indulgence or grant of renewal, nor has BDC acknowledged, condoned or permitted any default on the part of the Debtor, except as provided by the provisions of this Forbearance Agreement, and all of the rights and remedies of BDC are specifically confirmed as remaining in full force and effect;

- (b) acknowledge and agree that the administration by BDC of the Indebtedness, the Loan Agreement, the Guarantees and the Security, and the actions of BDC in entering into this Forbearance Agreement have been fair and reasonable;
- (c) waive and agree not to assert or cause to be asserted, and are hereby estopped from asserting or causing to be asserted, any defences, rights or claims with respect to the administration by BDC of the Indebtedness, the Loan Agreement, the Guarantees and the Security and/or the actions of BDC in entering into this Forbearance Agreement;
- (d) hereby release and remise BDC from any and all claims with respect to the administration of the Indebtedness, the Loan Agreement, the Guarantees and the Security and the actions of BDC in entering into this Forbearance Agreement; and
- (e) hereby acknowledge and agree that they have entered into this Forbearance Agreement freely and without coercion or duress by BDC or any of its officers or agents.

5. Consent Receivership Order and Consent Judgment

5.1 Consent Receivership Order. To further induce BDC to forbear from immediate enforcement of the Loan Agreement and the Security, the Debtor has voluntarily executed and delivered to and in favour of BDC a Consent Receivership Order (the "Consent Receivership Order") in the form attached hereto as Schedule "B", to be held in trust by counsel to BDC and not to become valid or enforceable unless one or more of the Obligors have defaulted on any of their obligations to BDC under this Forbearance Agreement.

5.2 Consent Judgment. To further induce BDC to forbear from immediate enforcement of the Loan Agreement and the Security, the Obligors have voluntarily executed and delivered to and in favour of BDC a Consent Judgment (the "Consent Judgment") in the form attached hereto as Schedule "C", to be held in trust by counsel to BDC and not to become valid or enforceable unless one or more of the Obligors have defaulted in any of their obligations to BDC under this Forbearance Agreement.

6. Forbearance

6.1 Forbearance. Subject to the terms and conditions of this Forbearance Agreement, BDC agrees that, during the Forbearance Period, it will neither make an additional demand for payment of the Indebtedness nor proceed to enforce the Loan Agreement, the Guarantees or the Security.

- 6.2 Forbearance Period. The forbearance period (the "Forbearance Period") shall commence on the Effective Date and shall expire on the earlier of:
- (a) the occurrence of an Event of Default; or
 - (b) 11:59 p.m. (local Saskatchewan time) on February 28, 2017.
- 6.3 Further Forbearance Periods. BDC may, in its absolute and unfettered discretion (but shall not be obligated, required or expected to), grant a further period of forbearance or extend the Forbearance Period, but BDC shall not in any event be obligated to grant any such extensions under any circumstances, and nothing in this Forbearance Agreement shall constitute any representation, warranty or acknowledgement by BDC that it intends to, or will, grant any such extension.
- 6.4 First Forbearance Extension Period. BDC agrees to exercise its discretion in favour of granting a further extension of the Forbearance Period to August 31, 2017 (the "First Extension Date"), conditional upon the terms and conditions of this Forbearance Agreement being in good standing as of the expiry of the expired Forbearance Period and:
- (a) The Obligors having demonstrated to the satisfaction of BDC in its sole discretion that they have fully canvassed all potential strategic and financial investors or purchasers of the Assets and providing a list of all such entities (the "Target Bidders List") to BDC, which Target Bidders List, once provided, shall be attached to this Forbearance Agreement as Schedule "E";
 - (b) The provision of a report of the Restructuring Officer whereby the Restructuring Officer certifies that, in his professional opinion that:
 - (i) The Target Bidders List is as comprehensive as possible and that all reasonable efforts have been undertaken to ensure that all individuals that may reasonably be assumed to have an interest in purchasing the Assets have been identified (the "Prospective Buyers"); and
 - (ii) There is a reasonable prospect that a transaction can be concluded with one or more of the Prospective Buyers to purchase the Assets within a reasonable period of time thereafter with the net proceeds generated sufficient to pay the full amount of the Indebtedness (the "Proposed Transaction").
- 6.5 Second Forbearance Extension Period. BDC agrees to exercise its discretion in favour of granting a further extension of the Forbearance Period to February 28, 2018 (the "Second Extension Date") conditional upon:
- (a) The terms and conditions of this Forbearance Agreement being in good standing as of the expiry of the First Extension Date, including, without limiting the generality of the foregoing, all payments required pursuant to this Forbearance

Agreement (including, without limitation, the payments prescribed pursuant to Article 6.6 hereof) having been made on schedule; and

The Obligors providing written offer of commitment, satisfactory to BDC in its sole discretion, confirming that the Proposed Transaction will be concluded, which Proposed Transaction will generate sufficient funds to pay out the full amount of the Indebtedness on or before February 28, 2018, on terms and conditions acceptable to BDC and subject only to reasonable commercial conditions precedent being satisfied.

- 6.6 Monthly Payments. Any extension of the Forbearance Period including, without limitation, the First Extension Date and the Second Extension Date (the "Extensions") shall be expressly conditional upon the Obligors paying the sum of \$5,000.00 to BDC on or before the 29th day of each calendar month of any of the Extensions.
- 6.7 The Loan Agreement and the Security Continue to Apply. Unless otherwise varied or amended by this Forbearance Agreement, throughout the Forbearance Period (and any Extension or further period of forbearance), the terms and conditions of the Loan Agreement, the Guarantees and the Security shall continue to apply.
- 6.8 Total Principal and Interest Due upon Termination or Expiry of Forbearance Period. Each of the Obligors hereby unconditionally and irrevocably acknowledges and agrees that, upon termination or expiry of the Forbearance Period, the total outstanding amount of all principal, interest and other charges owing to BDC in respect of the Indebtedness (including those amounts contemplated under Articles 7.3, and 7.4 hereof) shall, without any requirement for further notice by BDC to the Debtor or the Guarantors, be immediately due and payable to BDC, unless otherwise varied in accordance with the terms and subject to the conditions of this Forbearance Agreement.

7. Conditions of Forbearance and Obligations During Forbearance Period

- 7.1 Obligations During Forbearance Period. Throughout the Forbearance Period:
- (a) Each of the Debtor and Tyland shall observe and comply with the Positive Covenants contained at Article 2.5 hereof and the Negative Covenants contained at Article 2.6 hereof;
 - (b) the Debtor shall continue to perform, or cause to be performed, all of the Debtor's obligations under the terms of the existing credit arrangements between the Debtor and BDC, except insofar and to the extent that any such obligations have been modified by the terms of this Forbearance Agreement;
 - (c) the Debtor and Tyland shall expend funds only to the extent required to carry on business in the ordinary course and to secure, maintain, enhance and/or preserve the value of their equipment and other Assets;
 - (d) the Debtor shall not pay any salary or management fee to Tyson or Tyland, nor shall Tyland pay any such salary or fee to Tyson;

- (e) neither the Debtor nor the Guarantors shall sell, transfer, pledge, encumber or otherwise deal with any of the Security without obtaining the advance consent, in writing, of BDC;
- (f) in the event that either the Debtor or the Guarantors sells or otherwise derives income from any of the Security, the proceeds of such sale or dealing shall be held in trust by the Debtor or the Guarantors (as applicable) for BDC, and forthwith paid over to BDC;
- (g) concurrent with the execution of this Forbearance Agreement, the Debtor shall provide to BDC five (5) postdated cheques in the amount of \$5,000.00 each dated August 29, September 29, 2016, October 29, 2016, November 29, 2016, December 29, 2016, and a bank draft in the amount of \$5,000.00 to be delivered on or before December 29, 2016, which shall be deposited monthly by BDC as payment on account of the Indebtedness;
- (h) the Obligors shall continue to retain the Restructuring Officer at their sole expense, who shall carry on assisting the Debtor and Tyland in managing their operations and marketing the Assets. The Restructuring Officer will provide BDC with all information provided to the Debtor or Guarantors, and will accommodate any of BDC's particular requests for information. Prior to acceptance of any offers to purchase Assets, if the offer is made verbally the Restructuring Officer will inform BDC of such offer, and if the offer is made in writing the Restructuring Officer will provide copies of such written offers;
- (i) the Debtor shall provide BDC with the net sale proceeds derived from the sale of the two tractors which are currently listed for sale with Ritchie Bros. Auctioneers, namely, the 2001 John Deere 7510 MFWD Tractor, S/N RW 7510R054809, and the 1992 Case 7140 MFWD Tractor, S/N AJB0043133, (collectively, the "Listed Tractors") pursuant to the Contract to Auction dated April 1, 2016, with Ritchie Bros Auctioneers.
- (j) BDC shall retain the net sale proceeds of the Listed Tractors to be applied against the Indebtedness;
- (k) the Debtor and the Guarantors shall provide forthwith, upon the request of BDC from time to time, a statutory declaration attaching a statement of affairs and/or property statement and appraisal of real property of the Debtor or the Guarantors (as the case may be); and
- (l) in the event that a Monitor is appointed, the Debtor and the Guarantors (as applicable) shall fully cooperate with the Monitor and its agents.

7.2 Source of Funds for Payment. Prospective sources of payment by the Debtor of the full amount of the Indebtedness to BDC shall include the sale of all of the Debtor's and/or Tyland's business and Assets. The Debtor and Tyland agree and undertake to provide any documentation that may be requested on the part of BDC that verifies the status of these prospective sources of payment.

7.3 Legal Fees, Disbursements and Taxes. The Debtor shall pay to BDC all legal fees, disbursements and applicable taxes, on a solicitor and client basis, incurred by BDC:

- (a) in regard to the Indebtedness prior to the Effective Date (including legal fees outstanding at the Effective Date);
- (b) in regard to the preparation and execution of this Forbearance Agreement and the entering into by BDC of this Forbearance Agreement; and
- (c) in regard to this matter from and after the finalization of the Forbearance Agreement until the final conclusion of this matter (including, without limitation, any additional monitoring and review required by BDC relative to the granting of the Forbearance Period),

with all such fees, disbursements and taxes forming part of the Indebtedness. BDC shall, from time to time, invoice the Debtor for such aggregate fees, disbursements and taxes, (collectively the "Invoices") and the Debtor shall pay forthwith to BDC upon receipt of each such invoice its full amount, unless later payment is otherwise agreed to by BDC. Notwithstanding the generality of the foregoing, payment of all Invoices will be made on or before January 31, 2017.

7.4 Interest and Other Fees.

- (a) The Debtor shall pay to BDC a forbearance fee in the amount of \$45,000.00 (the "Forbearance Fee"), which Forbearance Fee shall be earned immediately upon the execution of this Forbearance Agreement. The Forbearance Fee shall be paid by three (3) postdated cheques delivered upon execution of this Forbearance Agreement: (a) one (1) cheque dated September 29, 2016, in the amount of \$10,000.00; (b) one (1) cheque dated November 29, 2016, in the amount of \$10,000.00; and (c) one (1) cheque dated January 29, 2017, in the amount of \$25,000.00.
- (b) From and after the Effective Date, the Debtor shall pay interest on the Indebtedness at the rate of interest outlined in Recital B above, all of which interest shall form part of the Indebtedness.
- (c) The Debtor shall pay all other costs, fees and other expenses incurred by BDC in connection with the administration of the Loan Agreement, the collection of all outstanding Indebtedness, the enforcement of any guarantees associated with the Loan Agreement or the Security, the negotiation, preparation and enforcement of this Forbearance Agreement and any amendments hereto, including the following, without limitation:
 - (i) the fees, disbursements and expenses of any Monitor appointed pursuant to the terms and conditions of this Forbearance Agreement;
 - (ii) the fees, disbursements and costs associated with any other professional assistance obtained by BDC; and

- (iii) BDC's own costs and expenses (including but not being limited to costs associated with travel by BDC personnel).

Non-payment by the Debtor of the costs, fees and expenses contemplated in this section 7.4(c) does not constitute an Event of Default if the amounts are paid prior to January 31, 2017.

7.5 Reporting and Information Sharing Requirements. The Debtor and Tyland shall provide regular reporting and other information to BDC (in such form and with such frequency as BDC, in its sole discretion, may require from time to time) regarding the business affairs of the Debtor and Tyland. In particular, and at a minimum, the Debtor and Tyland shall, commencing on the Effective Date, provide:

- (a) on or before September 10, 2016, and on the 10th day of each calendar month thereafter:
 - (i) cash flow projections (including all sources and proposed uses of cash) for the upcoming 13 weeks;
 - (ii) a bi-weekly cash flow report (actual vs. projected) for the week prior to the date of such report, with reasons for any significant variance;
 - (iii) an inventory report listing all inventory on hand as at the date of the report;
 - (iv) a payables status report (including payroll) as at the date of the report; and
 - (v) a report regarding the status of reorganization/marketing efforts.
- (b) on or before eight (8) days following the end of each month:
 - (i) monthly financial statements.

7.6 Milestones in Regard to Restructuring for the Business of the Debtor. The Debtor and/or Tyland (as applicable) shall accomplish the following milestones on or before the corresponding date for each (unless any applicable date is extended by BDC in its sole discretion) as follows:

- (a) the Debtor (assisted by the Restructuring Officer) shall deliver to BDC management prepared financial statements for the fiscal year ended November 30, 2015, on or before September 8, 2016;
- (b) on or before September 8, 2016, the Debtor (assisted by the Restructuring Officer) shall deliver to BDC rents rolls and copies of all signed leases for the following properties:

Surface Parcel No. 141199296
Reference Land Description:

NE Sec 29 Twp 26 Rge 31 W1 Ext 0
As described on Certificate of Title 85Y03106

and

Surface Parcel No. 203043114
Reference Land Description:
Blk/Parcel A, Plan No. 102173701 Ext. 0

(the "Lands")

- (c) on or before September 8, 2016, each of the Debtor and Tyland shall provide a detailed listing of all Assets owned by the Debtor and Tyland, which shall include the approximate value of each Asset;
- (d) on or before September 25, 2016, the Debtor and Tyland shall provide a detailed plan, to be approved by BDC, for the marketing and liquidation of the Assets owned by the Debtor and Tyland, including specific dates and milestones by which the Assets owned by the Debtor and Tyland shall be sold in order to achieve repayment of the Indebtedness (the "Plan");
- (e) in the event that the Debtor obtains updated appraisals with respect to the Lands and any other Assets then the Debtor shall provide copies of them to BDC within five (5) days of receipt; and
- (f) on or before the later of February 28, 2017, or the date of any further Extension, the Debtor shall repay to BDC the full amount of the Indebtedness (including those amounts contemplated under Article 7.3 and 7.4 hereof).

7.7 No Encumbrance of Assets. From and after the Effective Date, and during the Forbearance Period, each of the Debtor and Tyland agrees that they shall not encumber their Assets or otherwise dissipate their Assets without the prior consent of BDC.

7.8 BDC Excluded from Proposal. In the event that any of the Obligors file a Notice of Intention to make a proposal to its creditors pursuant to section 50(1) of the BIA, any such proposal shall exclude BDC.

8. Repayment Efforts

8.1 The Debtor acknowledges that it is currently attempting to restructure their financial affairs and, in particular, to sell certain Assets of the Debtor and Tyland in order to generate sufficient funds to repay the Indebtedness (including those amounts contemplated under Articles 7.3, and 7.4 hereof). In the event the Debtor intends to commence any other plan or strategy, the Debtor agrees to inform BDC forthwith of any such new plan or strategy for the liquidation of real or personal property and/or the contemplation or initiation of any insolvency proceeding at least ten (10) days prior to the implementation of any such plan or strategy.

8.2 The Debtor further acknowledges that the granting of the Forbearance Period by BDC is intended as a short-term solution to provide sufficient time to the Debtor to restructure their financial affairs in order to provide funds to repay the Indebtedness and fulfil all related obligations of the Debtor to BDC. The Debtor shall keep BDC fully apprised of the efforts with respect to the restructuring and the results thereof.

9. Events of Default Under this Forbearance Agreement

9.1 Default. Each of the following events shall constitute an Event of Default under this Forbearance Agreement:

- (a) any default or failure by the Obligors or any of them in the observance or performance of any payment or other covenant, obligation or agreement contained in the Loan Agreement, the Guarantees and/or the Security;
- (b) the failure of the Obligors or any of them to comply with the covenants, terms and conditions of this Forbearance Agreement, including failure by the Obligors to accomplish any of the milestones set forth at Article 7.6 hereof;
- (c) the failure of the Debtor to continue to retain the Restructuring Officer;
- (d) any representation, warranty or statement contained herein and/or in the Security, the Guarantees and/or in the Loan Agreement which is or proves to be untrue or incorrect;
- (e) the receipt by BDC of a demand or requirement for payment from, or the initiation of any other type of collection or enforcement action by the CRA, the Town of Canora, the Rural Municipality of Calder No. 241, or any other federal or provincial governmental agency or body as a result of arrears of monies owing by the Debtor, including, without limitation, on account of employee source deductions, goods and services tax, provincial sales tax, municipal tax, corporate tax or employee health tax;
- (f) BDC determining, in its sole and absolute discretion that an adverse change has occurred in the financial or operational affairs of the Obligors, including, without limitation, a variance between the projected and actual cash flow statements;
- (g) the Obligors or any of them taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against any Obligor in respect of the liquidation, dissolution or winding-up of any Obligor (as applicable), including without limitation, any action or proceeding under the *Winding Up and Restructuring Act*, *The Business Corporations Act* (Saskatchewan), or other similar legislation whether now or hereinafter in effect;
- (h) the Obligors or any of them taking any action or commencing any proceeding or any action or proceeding being taken or commenced by another person or persons against any Obligor relating to the reorganization, readjustment, compromise or settlement of the debts owed by such Obligor to its or her creditors, including,

without limitation, the commencement of any proceeding under the CCAA or the BIA, where such reorganization, readjustment, compromise or settlement shall affect a material portion of any of the assets of any Obligor;

- (i) any Obligor committing or threatening to commit any act of bankruptcy pursuant to or set out under the provisions of the BIA;
- (j) the filing of an application for a bankruptcy order against the Obligors or any of them pursuant to the provisions of the BIA;
- (k) the Obligors or any of them cease to carry on business;
- (l) any enforcement instruction, execution, sequestration or other process of any court or other tribunal becoming enforceable against any Obligor or a distress or analogous action or proceeding being taken, commenced or issued against any Obligor or levied upon or in respect of any property of the Obligors or any part thereof or any asset covered by any of the Security, or any lien, trust claim or any other right or entitlement against or in respect of such property or any part thereof or any asset covered by the Security becoming effective, including, without limitation, a warrant of distress of any rent in respect of any premises occupied by Obligors or any premises in or upon which such property or any part thereof (or any asset covered by the Security) may at any time be situate;
- (m) a receiver, receiver and manager, agent, liquidator or other similar administrator being appointed in respect of the property of the Obligors, or any part thereof, or any asset covered by the Security or the taking by a secured party, lien claimant, other encumbrancer, judgment creditor or a person asserting similar rights of possession to the Assets or any part thereof or any asset covered by the Security;
- (n) the failure to provide the Plan, which must be acceptable to BDC in its sole discretion, in accordance with Article 7.6(d); and
- (o) the failure by the Debtor to repay the full amount of the Indebtedness (including those amounts contemplated under Article 7.3 and 7.4 hereof) in accordance with Article 7.6(f).

9.2 Waiver. BDC may waive in writing any Event of Default, in its sole and absolute discretion, but no such waiver shall constitute a waiver of any other Event of Default.

10. Effect of Default, Termination or Expiry of this Forbearance Agreement

10.1 Cooperation by Obligors. In the event that any proceedings under the BIA or the CCAA (or any other proceedings in which a stay of proceedings against creditors may be ordered) are commenced by or against any of the Obligors in default of this Forbearance Agreement, the Obligors irrevocably agree that BDC shall not be subject to any stay of claims or proceedings and the Security shall not be subject to any priority or priming charges. The Obligors further irrevocably agree not to seek or support the making of any order contrary to this Article. In the event of the occurrence of any Event of Default, the

Obligors shall consult with BDC and work cooperatively with BDC. Without limiting the generality of the foregoing, the Obligors shall provide all documents, draft information and other materials that BDC may request in connection with or related to the business and affairs of the Obligors, the property of the Obligors or the plans of the Obligors. Nothing in this paragraph limits, constrains or affects the rights and remedies of BDC upon the occurrence of an Event of Default.

10.2 Termination. BDC may terminate this Forbearance Agreement:

- (a) upon one day's written notice to the Obligors in the event that BDC, acting reasonably, deems any of the Security to be in jeopardy; or
- (b) upon the occurrence of an Event of Default without any obligation to give notice to the Obligors of the occurrence of that default.

10.3 Effect of Termination or Expiry. Each of the parties hereto agrees that, in the event of the termination of this Forbearance Agreement or the expiry of the Forbearance Period:

- (a) this Forbearance Agreement (save and except for Articles 2.1, 2.2, 2.3, 3.1, 3.2, 4.1, 6.8, 7.3, 7.4, 7.7, 7.8, 9.1, 9.2, 10.1, 10.3, 10.4, 10.5 hereof) shall be of no further force and effect against any of the parties; and
- (b) if, upon termination or expiry of this Forbearance Agreement, any portion of the Indebtedness remains outstanding, the Obligors hereby consent to the immediate enforcement by BDC of all of its rights under this Forbearance Agreement, the Loan Agreement, the Guarantees and the Security (as the case may be), including, without limitation, the entry of a Consent Judgment in the amount of the Indebtedness (and any other amounts owing to BDC pursuant to the Forbearance Agreement) against each of the Obligors, jointly and severally, and the appointment of a receiver (or receiver and manager), by way of private appointment or upon application by BDC to a court of competent jurisdiction for a Receivership Order over some or all of the property of the Debtor and/or the Guarantors subject to the Security, all without further notice, demand or request for payment being made upon the Debtor and/or the Guarantors and, in furtherance thereof, each of the Debtor and the Guarantors acknowledges and agrees to the unconditional execution and delivery to BDC, at the time of execution by the parties of this Forbearance Agreement, of the Consent Receivership Order and Consent Judgments substantially in the form attached hereto as Schedule "B" and Schedule "C", respectively.

10.4 Appointment of Monitor or Receiver in the Sole Discretion of BDC. In the event that BDC shall exercise its right to appoint a Monitor or Receiver hereunder, the choice of insolvency professional sought to be appointed shall be in the sole discretion of BDC.

10.5 Valuation of Assets. Upon the occurrence of any Event of Default, the Obligors agree to cooperate with BDC in obtaining updated appraisals on all the Assets and Lands of the Obligors in order to determine the proper course of action for realizing on the Assets and Lands, and securing repayment of the Indebtedness.

11. Miscellaneous
- 11.1 Binding Effect. Each of the Obligors hereby expressly represents and warrants to BDC that it or she (as the case may be) has full power and authority to enter into and perform its or her (as the case may be) obligations hereunder.
- 11.2 Governing Law. This Forbearance Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein. Each of the parties hereby attorns to the non-exclusive jurisdiction of the courts of Saskatchewan.
- 11.3 Notices. Any notice required to be given to any party hereunder may be given to that party at the address set out in Schedule "D" hereto.
- 11.4 Enurement. This Forbearance Agreement shall enure to the benefit of and be binding upon BDC, the Debtor, the Guarantors and their respective administrators, successors and permitted assigns (as the case may be).
- 11.5 Severability. If any one or more of the provisions contained in this Forbearance Agreement should be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 11.6 Records of BDC. The records of BDC shall be *prima facie* proof of the outstanding amount of the Indebtedness owed by the Obligors to BDC, the amount of any payment made, the amount of any part of the Indebtedness which is in default and any notice or demand being made.
- 11.7 Exercise of Rights. The parties agree that all of the rights and remedies of BDC hereunder and under any agreement delivered pursuant hereto are cumulative and are in addition to, without prejudice to and shall not be deemed to exclude any other right or remedy allowed to BDC hereunder or any agreement delivered pursuant hereto, or under the Loan Agreement, the Guarantees or the Security, except as specifically set out herein. The parties also agree that all rights and remedies of BDC may be exercised concurrently.
- 11.8 Time of the Essence. The parties agree that time shall be of the essence of this Forbearance Agreement in all respects.
- 11.9 Further Assurances. The parties hereby agree that they shall execute such further documents, deeds, assurances, including any amendments to all or any of the Loan Agreement, the Guarantees and the Security, and that they will do all such acts as may be reasonably required to fully implement the intent of this Forbearance Agreement. This Forbearance Agreement shall not be amended unless such amendments are in writing and signed by all Parties.
- 11.10 No Waiver. No condoning, excusing or waiver by any party of any default, breach or non-observance by another party at any time or times with respect to any covenants or

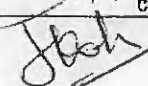
provisos contained in this Forbearance Agreement shall constitute a waiver by that party of its rights to act upon such or further default, breach or non-observance.

IN WITNESS WHEREOF the parties have executed this Forbearance Agreement effective as of the Effective Date.

BUSINESS DEVELOPMENT BANK OF CANADA

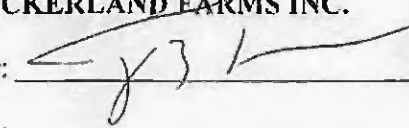
Per:  _____

Lynne Douglas
Assistant Vice-President
Credit Risk Management

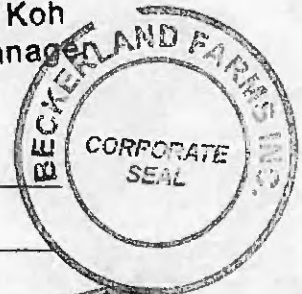
Per:  _____

Jennifer Koh
Senior Manager

BECKERLAND FARMS INC.

Per:  _____

Per: _____

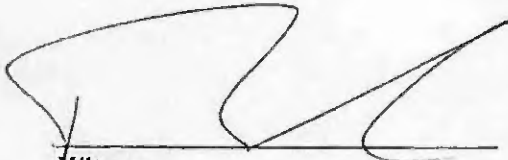


TYLAND MANAGEMENT GROUP INC.

Per:  _____

Per: _____





Witness



TYSON STEVEN BECKER

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT:)

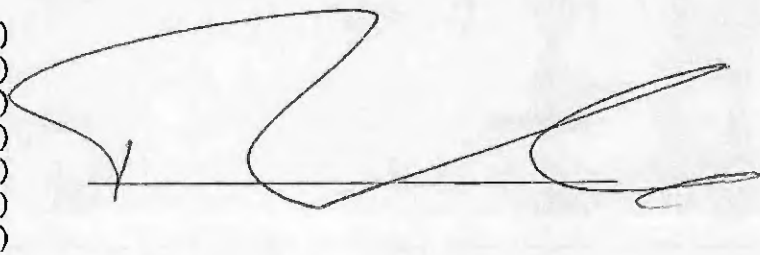
AFFIDAVIT OF EXECUTION

I, Walter M. Burgess, of the City of Yorkton in the Province of Saskatchewan, Electrician (occupation), MAKE OATH AND SAY AS FOLLOWS:

1. THAT I was personally present and did see TYSON STEVEN BECKER named in the within document, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein;
2. THAT the same was executed at YORKTON, in the Province of Saskatchewan, and that I am the subscribing witness thereto;
3. THAT I know the said TYSON STEVEN BECKER and he is in my belief eighteen years of age or more.

SWORN BEFORE ME at
YORKTON in the Province of
Saskatchewan, this 1 day of
~~August~~
SEPTEMBER
David Sutton
A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan.
My Commission Expires: May 31 2020
- or - Being a Solicitor. 0

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SCHEDULE "A"

The Security

1. Mortgage, executed August 15, 2014, wherein the Debtor granted to BDC a mortgage in the principal amount of \$3,300,000.00 on the following lands:

Surface Parcel #141199296

Reference Land Description: NE Sec 29 Twp 26 Rge 31 W1 Extension 0

As described on Certificate of Title 85Y03106;

2. General Assignment of Rentals, executed August 15, 2014, wherein the Debtor assigned to BDC all rents and other monies received from leasing the following lands:

Surface Parcel #141199296

Reference Land Description: NE Sec 29 Twp 26 Rge 31 W1 Extension 0

As described on Certificate of Title 85Y03106;

3. Mortgage, executed August 15, 2014, wherein the Debtor granted to BDC a mortgage in the principal amount of \$3,600,000.00 on the following lands:

Surface Parcel #203043114

Reference Land Description: Blk/Par A Plan No 102173701 Extension 0;

4. General Security Agreement, executed August 15, 2014, wherein the Debtor granted to BDC a security interest in all present and after-acquired property; and
5. General Security Agreement, executed August 15, 2014, between BDC and Tyland, wherein Tyland granted to BDC a security interest in all present and after-acquired property.

SCHEDULE "B"

Consent Receivership Order

COURT FILE NUMBER _____ of 2016

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

PLAINTIFF BUSINESS DEVELOPMENT BANK OF CANADA

DEFENDANT BECKERLAND FARMS INC.

IN THE MATTER OF THE RECEIVERSHIP OF
BECKERLAND FARMS INC.

CONSENT RECEIVERSHIP ORDER

Before the Honourable Mr/Madam Justice _____ in Chambers the _____ day of _____
2016.

Upon the Application of _____, counsel on behalf of BUSINESS DEVELOPMENT BANK OF CANADA ("BDC"), and upon hearing from _____, counsel on behalf of BDC, and upon hearing from counsel on behalf of all other parties present, and on reading the Notice of Application on behalf of BDC dated _____, the Affidavit of _____ sworn on _____, the Consent To Appointment dated _____, 2016, and executed by _____, the Brief of Law on behalf of BDC and the draft Receivership Order, all filed, and the pleadings and proceedings herein;

The Court Orders:

SERVICE

1. The time for service of the Notice of Application and the materials filed in support thereof (collectively, the "Application Materials") shall be and is hereby abridged and service thereof shall be and is hereby deemed good, valid, timely and sufficient.

APPOINTMENT

2. Pursuant to s. 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA") and s. 64(B) of the *Personal Property Security Act*, 1993, S.S. 1993, c. P-6.2 (the "PPSA"), _____ is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of Beckerland Farms Inc. (the "Debtor") acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof, and the real property and specific personal property more particularly described in the attached Schedule "A", and all proceeds thereof (collectively, the "Property").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties including, without limitation, those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor, and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property or the business of the Debtor, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order or otherwise authorized by this Court;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding; and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$250,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,
 and in each such case notice under ss. 59(10) of the PPSA shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former employees, agents, accountants, legal counsel and shareholders, and all other persons acting on his instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, business and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement, if such proceeding is not commenced before the expiration of the stay provided by this paragraph 8.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor, the Receiver or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a mortgage, floating charge, or security interest, or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect a lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such lien, claim for lien or Proceeding except for service of the Initiating documentation on the Debtor and the Receiver.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Debtor, including, without limitation, insurance coverage, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements or existing arrangements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the BIA or the *Wage Earner Protection Program Act*.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or willful misconduct.
- (b) Nothing in sub-paragraph (a) exempts the Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order.
- (i) If, within such time as is specified in the order, within ten (10) days after the order is made if no time is so specified, within ten (10) days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order; or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within ten (10) days after the order is made or within ten (10) days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by:
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
 - (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by s. 14.06 of the BIA or any other applicable legislation.

RECEIVER'S ACCOUNTS

16. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements in each case at their standard rates and charges and the Receiver and counsel to the Receiver

shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property as security for such fees and disbursements both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4) and 81.8(2) of the BIA.

17. The Receiver and its legal counsel shall pass their accounts from time to time.
18. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

19. The Receiver shall be at liberty and is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge, but subject to sections 14.06(7), 81.4(4) and 81.8(2) of the BIA.
20. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
21. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
22. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *par passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

23. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and the Receiver's Borrowings Charge, and/or the value of any assets comprising the Property that are or have been consumed during the course of the Receivership, amongst the various assets comprising the Property.

GENERAL

24. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
25. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

26. 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.
27. The Receiver shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
28. The Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
29. Any interested party may apply to this Court to vary or amend this Order on not less than three (3) days' notice to the Receiver and Business Development Bank of Canada and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

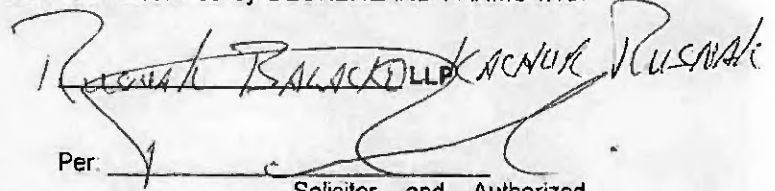
FURTHER SERVICE

30. The Applicant shall, within ten (10) days of the date of this Order, cause a true copy of this Order to be served by prepaid ordinary mail on all persons to whom the Receiver is required to send notice pursuant to s. 245(1) of the BIA, and any such service shall be deemed to be received on the seventh day after mailing.
31. A true copy of the Order served pursuant to paragraph 30 above shall be accompanied by a cover letter in the form attached as Schedule "C" to this Order.
32. Every person who is served with a copy of the Order pursuant to paragraph 30, and who requires notice in respect of all further proceedings in this matter, shall provide to counsel for each of the Receiver and the Applicant a demand for notice of such proceedings, which demand for notice shall be in the form and sent in the manner provided in the attached Schedule "C" to this Order (the "Demand for Notice") and shall contain an electronic mail address or a facsimile number to which such further notice of these proceedings shall be sent. The failure of any person to provide the Demand for Notice hereby releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings to any such person until such time as a properly completed Demand for Notice is received by each of the Receiver and the Applicant from such person.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this ____ day of _____,
20____

DEPUTY LOCAL REGISTRAR


This Consent Receivership Order consented to in form and substance by BECKERLAND FARMS INC.
this 1 day of ~~June~~ ^{Sept.}, 2016.


Ronald Balacko, Solicitor and Authorized Agent for the Defendants, Beckerland Farms Inc.

Per: _____
Solicitor and Authorized Agent for the Defendants, Beckerland Farms Inc.

Consented to in form and substance by BUSINESS DEVELOPMENT BANK OF CANADA this 12th day of ~~June~~ ^{September}, 2016.

McDOUGALL GAULEY LLP

Per: 
Ian A. Sutherland, Solicitor and Authorized Agent for the Plaintiff, Business Development Bank of Canada

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

Name of firm:	McDougall Gauley LLP
Lawyer in charge of file:	Ian A. Sutherland
Address of firm:	500-616 Main Street, Saskatoon, SK S7H0J6
Telephone number:	306.665-5417
Fax number:	306.665-1323
Email address:	isutherland@mcDougallgauley.com
File No:	532764.45

TO: Local Registrar, Judicial Centre of Saskatoon

AND TO: The Debtor

AND TO: Those persons listed on the Service List attached hereto as Schedule "D"

SCHEDULE "A"

[N/A: Insert property listing]

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that _____, appointed by Order of the Court of Queen's Bench of Saskatchewan (the "Court") issued the _____ day of _____, 20____ (the "Order"), as receiver (the "Receiver") of all of the assets, undertakings and properties of Beckerland Farms Inc. (the "Debtor") acquired for or used in relation to the business carried on by the Debtor, including all proceeds thereof (collectively, the "Property"), has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly] not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act* (Canada) and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake any personal liability to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20____.

_____, solely in its capacity as Receiver of the Property, and not in its personal capacity.

Per: _____
Name:
Title:

SCHEDULE "C"

COVER LETTER OF DEMAND FOR NOTICE

[Date]

[Address]

[Address]

Attention:

RE: IN THE MATTER OF THE RECEIVERSHIP OF BECKERLAND FARMS INC.

A Receiver has been appointed by Order of the Court of Queen's Bench For Saskatchewan over certain property, assets and undertaking of **BECKERLAND FARMS INC.** Enclosed is a copy of the Court Order appointing _____ as Receiver.

You are being provided with a copy of the Order because you are a creditor of Beckerland Farms Inc.

If you would like to receive notice of all further proceedings in relation to the Receivership of Beckerland Farms Inc., please complete the Demand for Notice attached to this letter and send the Demand for Notice by electronic mail (email) or facsimile to each of the following persons:

1. Business Development Bank of Canada
McDougall Gauley LLP
500 - 616 Main Street
Saskatoon SK S7H0J6
Attention: Ian Sutherland (isutherland@mcdougallgauley.com)
2. [receiver]
Attention: _____
Email: _____
Fax: _____

If you fail to properly complete the Demand for Notice and forward the Demand for Notice by email or facsimile to each of the above-referenced persons indicating that you would like to receive further notice of the Receivership proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the Receivership proceedings.

Yours truly,

DEMAND FOR NOTICE

TO:

1. Business Development Bank of Canada
c/o McDougall-Gauley LLP
500 - 616 Main Street
Saskatoon SK S7H0J6
Attention: Ian Sutherland (isutherland@mcDougallgauley.com)

2. [receiver]
Attention: _____
Email: _____
Fax: _____

Re: IN THE MATTER OF THE RECEIVERSHIP OF BECKERLAND FARMS INC.

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner (select one):

(a) by email, at the following email address:

_____, or

(b) by facsimile, at the following facsimile number:

Signature: _____

Name of Creditor: _____

Address of Creditor: _____

Phone Number: _____

SCHEDULE "D"

SERVICE LIST

Last updated June _____, 2016.

NAME, ADDRESS, EMAIL ADDRESS AND FAX NUMBER	COUNSEL FOR (OR ON BEHALF OF)	TELEPHONE NUMBER
SERVICE BY EMAIL		
McDougall Gauley LLP 500-616 Main Street Saskatoon SK S7H 0J6 Fax: 306.662.1323 Jan Sutherland jsutherland@mcdougallgauley.com	Business Development Bank of Canada	306.665.5417

**SCHEDULE "C"
Consent Judgment**

COURT FILE NUMBER: _____

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE: SASKATOON

PLAINTIFF: BUSINESS DEVELOPMENT BANK OF CANADA

DEFENDANTS: BECKERLAND FARMS INC. and TYLAND
MANAGEMENT GROUP INC.

CONSENT TO JUDGMENT

The Defendants, Beckerland Farms Inc. and Tyland Management Group Inc., do hereby consent to an Order of final Judgment being entered against it in favour of the Plaintiff, Business Development Bank of Canada, in the sum of \$4,913,911.19 plus interest from June 14, 2016 at the rate of \$831.18 per day to the date that final Judgment is granted against it.

DATED at the City of Saskatoon, in the Province of Saskatchewan, this 1st day of ~~June~~, 2016.

ST

Renee B... K... T...
Per: _____

Solicitors for the Defendants, Beckerland Farms Inc., Tyland Management Group Inc., and Tyson Becker

This Consent to Judgment was delivered by:

McDougall Gauley LLP
500 - 616 Main Street
Saskatoon SK S7H0J6
Fax: (306) 652-1323
and the address for service is same as above.
LAWYER IN CHARGE OF FILE: Ian A. Sutherland
TELEPHONE: (306) 653-1212

SCHEDULE "D"

Notices

BUSINESS DEVELOPMENT BANK OF CANADA

% McDougall Gauley LLP

500 - 616 Main Street

Saskatoon SK S7H 0J6

Attention: Ian Sutherland (jsutherland@mcDougallGauley.com)

**BECKERLAND FARMS INC., TYLAND MANAGEMENT GROUP INC., and TYSON
STEVEN BECKER**

SCHEDULE "E"

Beckerland Farms
Target Bidders List
24-Aug-16
Andersons Grain
ADM
Agrocorp International
Alliance Grain
Broad Grain
Bunge
Cargill
Ceres
CHS Inc.
CWB (63)
Farmers of North America
Grain Corp/Canada Maltng Co
Grain Millers
Lansing Trade Group
Linear Grain
Louis Dreyfus
MaxCrop
North West Terminals
Parrish & Heinbecker
Paterson Grain
Providence Grain Group
Richardson Pioneer
Scoular
Shafer Commodities
Simpsons Seeds
The Rice Company
Viterra

EXTENSION AGREEMENT

THIS IS EXHIBIT "K" REFERRED TO
IN THE AFFIDAVIT OF JENNIFER KOH
SWORN BEFORE ME AT THE CITY OF
VANCOUVER, IN THE PROVINCE OF
BRITISH COLUMBIA
THIS 27 DAY OF June, 2019.

Adam B. B...
A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA
My appointment expires
N/A
OR being a solicitor.

THIS AGREEMENT made effective the 1st day of March, 2017.

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA ("BDC")

AND:

BECKERLAND FARMS INC. (the "Debtor")

AND:

TYLAND MANAGEMENT GROUP INC. ("Tyland")

AND:

TYSON STEVEN BECKER ("Tyson")

(the Debtor, Tyland and Tyson are sometimes referred to collectively as
the "**Obligors**")

WHEREAS:

- A. BDC and the Obligors entered into a Forbearance Agreement, made effective the 1st day of September, 2016, wherein BDC agreed to refrain from enforcing its Security with respect to the Debtor's Indebtedness on certain terms and conditions;
- B. The Forbearance Period expired on February 28, 2017 and the Obligors are currently in breach of the Forbearance Agreement;
- C. Tyland and Tyson have entered a forbearance agreement with The Bank of Nova Scotia (the "**BNS Forbearance Agreement**"); and
- D. BDC has agreed to extend the Forbearance Period and amend the Forbearance Agreement on the terms and conditions herein set forth (the "**Extension Agreement**"), and the Obligors have agreed to the same.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Forbearance Period shall be extended such that it will expire on August 31, 2017 (the "**Extended Forbearance Period**").

2. The Obligors hereby jointly and severally represent, warrant and acknowledge that the Debtor is indebted to BDC for the principal sums, interest and costs as set out in Schedule "A" attached hereto (the "Current Indebtedness"), which indebtedness is currently due and payable without any right or claim of setoff or any similar right or claim against BDC in connection with the Current Indebtedness.
3. Commencing on March 1, 2017, and continuing on the last business day of each and every calendar month thereafter up to and including the expiry of the Extended Forbearance Period on August 31, 2017, the Obligors shall pay to BDC monthly payments of Five Thousand Dollars (\$5,000.00), for a total of Thirty Thousand Dollars (\$30,000.00), to be applied to the Current Indebtedness as determined by BDC in its sole discretion. The Obligors shall provide these payments in the form of postdated cheques as follows:
 - a. One cheque for \$10,000 post-dated for April 30, 2017;
 - b. One cheque for \$5,000 post-dated for May 31, 2017;
 - c. One cheque for \$5,000 post-dated for June 30, 2017;
 - d. One cheque for \$5,000 post-dated for July 31, 2017; and
 - e. One cheque for \$5,000 post-dated for August 31, 2017.
4. In the event Tyland or Tyson are in default under the BNS Forbearance Agreement, the Obligors will advise BDC within three (3) days of said default. The Obligors agree to provide BDC with the appropriate contact information for their account representative at The Bank of Nova Scotia, and hereby authorize BDC to obtain updated information from The Bank of Nova Scotia with respect to the indebtedness owing under the BNS Forbearance Agreement.
5. Capitalized terms used in this Extension Agreement, unless expressly modified herein, shall have the same meaning as they do in the Forbearance Agreement.
6. Except as modified by this Extension Agreement, the terms of the Forbearance Agreement remain in full force and effect and are hereby ratified and confirmed. Any reference to the Forbearance Agreement shall hereafter be deemed to be a reference to the Forbearance Agreement as amended by this Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF the parties have executed this Extension Agreement effective as of the Effective Date.

BUSINESS DEVELOPMENT BANK OF CANADA

**Jennifer Koh
Senior Manager**

Per: _____

Per: _____

Lynne Douglas
Assistant Vice-President
Credit Risk Management



BECKERLAND FARMS INC.

Per: _____

Per: _____



TYLAND MANAGEMENT GROUP INC.

Per: _____

Per: _____

Gail Sutton
Witness

Tyson Steven Becker
TYSON STEVEN BECKER

CANADA)
)
PROVINCE OF SASKATCHEWAN)
)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, GAIL SLETYEN, of the CITY of YORKTON
LEGAL ASSISTANT (occupation),
MAKE OATH AND SAY AS FOLLOWS:

1. **THAT** I was personally present and did see **TYSON STEVEN BECKER** named in the within document, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein;
2. **THAT** the same was executed at YORKTON in the Province of Saskatchewan, and that I am the subscribing witness thereto;
3. **THAT** I know the said **TYSON STEVEN BECKER** and he is in my belief eighteen years of age or more.

SWORN BEFORE ME at)
YORKTON in the Province of)
Saskatchewan, this 20 day of)
March, 2017.)

A COMMISSIONER FOR OATHS in)
and for the Province of Saskatchewan.)
~~My Commission Expires~~)
- or - Being a Solicitor.)

Gail Sletyen

SCHEDULE "A"

**Balance outstanding inclusive of protective disbursements
but exclusive of the Forbearance Extension Fee as of April 13, 2017: \$5,087,323.01**

SECOND EXTENSION AGREEMENT

THIS AGREEMENT made effective the 1st day of September, 2017.

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA ("BDC")

AND:

BECKERLAND FARMS INC. (the "Debtor")

AND:

TYLAND MANAGEMENT GROUP INC. ("Tyland")

AND:

TYSON STEVEN BECKER ("Tyson")

(the Debtor, Tyland and Tyson are sometimes referred to collectively as
the "Obligors")

WHEREAS:

- A. BDC and the Obligors entered into a Forbearance Agreement, made effective the 1st day of September, 2016, wherein BDC agreed to refrain from enforcing its Security with respect to the Debtor's Indebtedness on certain terms and conditions;
- B. The initial Forbearance Period, which expired on February 28, 2017, was extended by an Extension Agreement dated March 1, 2017 (the "First Extension Agreement") which provided a further period of forbearance until August 31, 2017 (the "First Extension Period");
- C. The First Extension Period is over, and the Obligors are currently in breach of the Forbearance Agreement and the First Extension Agreement; and
- D. BDC has agreed to further extend the Forbearance Period and amend the Forbearance Agreement on the terms and conditions herein set forth (the "Second Extension Agreement"), and the Obligors have agreed to the same.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The Forbearance Period and the First Extension Period shall be extended such that it will expire on May 31, 2018 (the "Second Extended Forbearance Period").

2. The Obligors hereby jointly and severally represent, warrant and acknowledge that the Debtor is indebted to BDC for the principal sums, interest and costs as set out in Schedule "A" attached hereto (the "**Current Indebtedness**"), which indebtedness is currently due and payable without any right or claim of setoff or any similar right or claim against BDC in connection with the Current Indebtedness.
3. Commencing on September 1st, 2017, and continuing on the last business day of each and every calendar month thereafter up to and including the expiry of the Second Extended Forbearance Period on May 31, 2018, the Obligors shall pay to BDC monthly payments of Five Thousand Dollars (\$5,000.00), for a total of Forty-Five Thousand Dollars (\$45,000.00), to be applied to the Current Indebtedness as determined by BDC in its sole discretion. The Obligors shall provide these payments in the form of cheques as follows:
 - a. One cheque for \$10,000 dated November 3, 2017;
 - b. One cheque for \$5,000 post-dated for November 30, 2017;
 - c. One cheque for \$5,000 post-dated for December 31, 2017;
 - d. One cheque for \$5,000 post-dated for January 31, 2018;
 - e. One cheque for \$5,000 post-dated for February 28, 2018;
 - f. One cheque for \$5,000 post-dated for March 30, 2018;
 - g. One cheque for \$5,000 post-dated for April 31, 2018; and
 - h. One cheque for \$5,000 post-dated for May 30, 2018.
4. The Obligors shall pay a further forbearance fee of Thirty Thousand Dollars (\$30,000.00) (the "**Second Forbearance Fee**") as a condition of BDC agreeing to the Second Extended Forbearance Period, which Second Forbearance Fee shall be earned immediately upon the execution of this Second Extension Agreement. The Second Forbearance Fee shall be paid by two (2) postdated cheques delivered upon the execution of this Second Extension Agreement: (a) one (1) cheque dated December 29, 2017 in the amount of Fifteen Thousand Dollars (\$15,000.00); and (b) one (1) cheque dated January 30, 2018 in the amount of Fifteen Thousand Dollars (\$15,000.00).
5. From the period of November 1, 2017 to April 30, 2018, the Debtor will provide to BDC sixty percent (60.0%) of all net sale proceeds generated from the sale of the bins listed in Schedule "B" (the "**Bins**"). Twenty of the Bins are to be sold to Flaman Sales Ltd. for \$200,000.00, with the sale closing in November/ December, 2017 and ten of the Bins will be sold in March/ April, 2018. The sale proceeds from the Bins will be applied against the Current Indebtedness, and shall be paid to BDC's counsel, McDougall Gauley LLP. The Debtor will retain the balance of the net sale proceeds from the sale of the Bins to use as working capital in its operations at the Debtor's Canora, Saskatchewan and Wroxton, Saskatchewan locations. All banking transactions including involving the sale of the Bins will be processed through the Debtor's bank account. For greater certainty, any other

sale proceeds generated from the sale of Assets other than the Bins will be paid entirely to BDC.

6. The Obligors will provide an updated list of bins and farm equipment with estimated sales value for sale to BDC by November 20, 2017. The Obligors further agree that they will provide monthly reporting, commencing on November 30th, 2017, with respect to any offers received by the Obligors for the sale of the Assets, and any updates on bin condition and leases for the bins. The Obligors will not enter any bin lease which expires subsequent to the end of the Second Extended Forbearance Period.
7. The Obligors will complete an updated appraisal in relation to the Canora and Wroxton properties and provide a copy to BDC on or before December 15, 2017 which said appraisal must be completed by an AACI Certified Appraiser.
8. All revenues and expenses for both Canora and Wroxton locations are to be processed via the Debtor's bank account, and the Debtor will provide monthly bank statements to BDC on the last day of each month.
9. The Obligors agree and acknowledge that BDC shall have no obligation to reinstate their account, and that upon the expiry of the Second Extension Agreement, the total outstanding amount of all principal, interest and other charges owing to BDC in respect of the Current Indebtedness shall, without any requirement for further notice by BDC to the Obligors, be immediately due and payable to BDC,
10. In the event that either Tyland or Tyson are in default under the Bank of Nova Scotia Forbearance Agreement, the Obligors will advise BDC within two (2) days of any such default. The Obligors agree to provide BDC with the appropriate contact information for their account representative at The Bank of Nova Scotia, and hereby authorize BDC to obtain updated information from The Bank of Nova Scotia with respect to the indebtedness owing under the BNS Forbearance Agreement.
11. Notwithstanding any term to the contrary in the Forbearance Agreement, the First Extension Agreement or this Second Extension Agreement (collectively the "Agreements"), BDC shall be entitled to issue a Statement of Claim against any of the Obligors with respect to the Indebtedness during the Second Extended Forbearance Period. The Obligors agree and acknowledge that BDC is required to commence their action in order to preserve their rights and remain within statutory limitation periods. BDC agrees that if the Agreements remain in good standing, BDC shall not undertake any further enforcement of any Statements of Claim issued against the Obligors during the term of this Second Extended Forbearance Period. Following the expiry of the Second Extended Forbearance Period, BDC shall be entitled to pursue all remedies provided for under the Forbearance Agreement.

- 12. Capitalized terms used in this Second Extension Agreement, unless expressly modified herein, shall have the same meaning as they do in the Forbearance Agreement.
- 13. Except as modified by this Second Extension Agreement, the terms of the Forbearance Agreement remain in full force and effect and are hereby ratified and confirmed. Any reference to the Forbearance Agreement shall hereafter be deemed to be a reference to the Forbearance Agreement as amended by this Second Extension Agreement.

IN WITNESS WHEREOF the parties have executed this Extension Agreement effective as of the Effective Date.

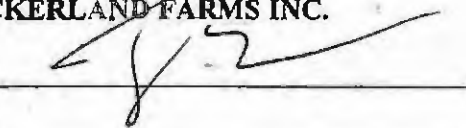
BUSINESS DEVELOPMENT BANK OF CANADA

Per:  Lynne Douglas
Assistant Vice-President
Credit Risk Management

Per:  Jennifer Kon
Senior Manager



BECKERLAND FARMS INC.

Per: 

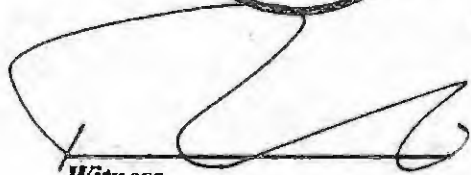
Per: _____

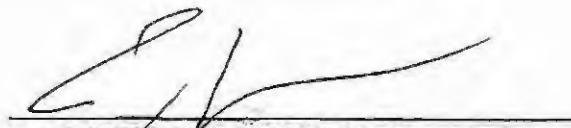


TYLAND MANAGEMENT GROUP INC.

Per: 

Per: _____


Witness


TYSON STEVEN BECKER

CANADA

)

PROVINCE OF SASKATCHEWAN

)

)

)

TO WIT:

)

AFFIDAVIT OF EXECUTION

I, Wayne M. Johnston, of the City of Saskatoon
in the Province of Saskatchewan, Solicitor (occupation),
MAKE OATH AND SAY AS FOLLOWS:

- 1. **THAT** I was personally present and did see **TYSON STEVEN BECKER** named in the within document, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein;
- 2. **THAT** the same was executed at YORKTON in the Province of Saskatchewan, and that I am the subscribing witness thereto;
- 3. **THAT** I know the said **TYSON STEVEN BECKER** and he is in my belief eighteen years of age or more.

SWORN BEFORE ME at
YORKTON in the Province of
Saskatchewan, this 14 day of
NOVEMBER, 2017.

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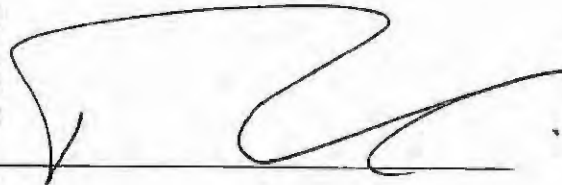
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Carl Sutton



A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan.

My Commission Expires: May 31, 2020

-or- Being a Solicitor. ✓

SCHEDULE "A"

Balance outstanding inclusive of protective disbursements, but exclusive of the Second
Forbearance Extension Fee as of November 7, 2017: \$5,245,721.24

SCHEDULE "B"

20 bins to be sold to Flaman Sales Ltd. in November/ December, 2017.

Bins - Wroxton	Serial Number	Description	Bushels
Meridian Bin W-79	6120091023439	Hopper top, skid, OPI	4200
Meridian Bin W-80	6020091131519	Hopper top, skid, OPI	4200
Meridian Bin W-81	6120091023448	Hopper top, skid, OPI	4200
Meridian Bin W-82	6020091231561	Hopper top, skid, OPI	4200
Meridian Bin W-83	6020091131491	Hopper top, skid, OPI	4200
Meridian Bin W-84	6020091131490	Hopper top, skid, OPI	4200
Meridian Bin W-85	6220111036041	Hopper top, skid	4200
Meridian Bin W-86	6220111036061	Hopper top, skid	4200
Meridian Bin W-87	6220120438011	Hopper top, skid	4200
Meridian Bin W-88	6220111036038	Hopper top, skid	4200
Meridian Bin W-89	6220120438009	Hopper top, skid	4200
Meridian Bin W-90	6220111036080	Hopper top, skid, OPI	4200
Meridian Bin W-91	6220111036054	Hopper top, skid	4200
Meridian Bin W-92	6220120438021	Hopper top, skid, OPI	4200
Meridian Bin W-93	6220120438004	Hopper top, skid	4200
Meridian Bin W-94	6220111036060	Hopper top, skid	4200
Meridian Bin W-95	6220111036065	Hopper top, skid	4200
Meridian Bin W-96	6220111036049	Hopper top, skid	4200
Meridian Bin W-97	6220111036034	Hopper top, skid	4200
Meridian Bin W-98	6220120438007	Hopper top, skid	4200

10 bins to be sold in March/ April 2018.

Bins - Wroxton	Serial Number	Description	Bushels
Meridian Grain Max Bin W-55	6220120538670	Hopper top, skid, OPI	7500
Meridian Grain Max Bin W-56	6220120638718	Hopper top, skid, OPI	7500
Meridian Grain Max Bin W-57	6220120638707	Hopper top, skid, OPI	7500
Meridian Grain Max Bin W-58	6220120638696	Hopper top, skid, OPI	7500
Meridian Grain Max Bin W-59	6220120638697	Hopper top, skid, OPI	7500
Meridian Grain Max Bin W-61	6220120538683	Hopper top, skid, OPI	7500
Meridian Grain Max Bin W-62	6220120638710	Hopper top, skid, OPI	7500
Meridian Grain Max Bin W-63	6220120538668	Hopper top, skid, OPI	7500
Meridian Grain Max Bin W-64	6220120538665	Hopper top, skid, OPI	7500

THIS IS EXHIBIT "L" REFERRED TO
IN THE AFFIDAVIT OF JENNIFER KOH
SWORN BEFORE ME AT THE CITY OF
VANCOUVER, IN THE PROVINCE OF
BRITISH COLUMBIA
THIS 27 DAY OF June, 2019.

FORM 3-9
(Rule 3-9)

COURT FILE NUMBER 539 of 2018

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

PLAINTIFF BUSINESS DEVELOPMENT BANK OF CANADA

DEFENDANTS BECKERLAND FARMS INC., TYSON STEVEN BECKER
AND TYLAND MANAGEMENT GROUP INC.

Adam B...
A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA
My appointment expires N/A
OR being a solicitor.

NOTICE TO DEFENDANT

1 The plaintiff may enter judgment in accordance with this Statement of Claim or the judgment that may be granted pursuant to *The Queen's Bench Rules* unless, in accordance with paragraph 2, you:

- (a) serve a Statement of Defence on the plaintiff; and
- (b) file a copy of it in the office of the local registrar of the Court for the judicial centre named above.

2 The Statement of Defence must be served and filed within the following period of days after you are served with the Statement of Claim (excluding the day of service):

- (a) 20 days if you were served in Saskatchewan;
- (b) 30 days if you were served elsewhere in Canada or in the United States of America;
- (c) 40 days if you were served outside Canada and the United States of America.

3 In many cases a defendant may have the trial of the action held at a judicial centre other than the one at which the Statement of Claim is issued. Every defendant should consult a lawyer as to his or her rights.

4 This Statement of Claim is to be served within 6 months from the date on which it is issued.

5 This Statement of Claim is issued at the above-named judicial centre on the
12th day of April, 2018.

K. Radom
Deputy Local Registrar

Local Registrar

CLAIM

1. The Plaintiff, BUSINESS DEVELOPMENT BANK OF CANADA (the "BANK") is a Canadian chartered bank with an office at the City of Saskatoon, in the Province of Saskatchewan.
2. The Defendant, BECKERLAND FARMS INC., ("BECKERLAND") is a body corporate, incorporated pursuant to the laws of the Province of Saskatchewan, with an office in the City of Yorkton, Saskatchewan.
3. The Defendant, TYLAND MANAGEMENT GROUP INC., ("TYLAND") is a body corporate, incorporated pursuant to the laws of the Province of Saskatchewan, with an office in the City of Yorkton, Saskatchewan.
4. The Defendant, TYSON STEVEN BECKER ("TYSON"), resides in or around the City of Yorkton, in the Province of Saskatchewan.
5. BECKERLAND is indebted to the BANK for, inter alia, the following amounts:
 - a. Loan No. 02 - \$5,193,100.68 plus interest thereon from April 9, 2018 to the date of payment at the rate of the Business Development Bank of Canada's floating base rate in effect from time to time plus 1.5% per annum which said interest currently accrues at the rate of \$1,003.04 per day;
 - b. Loan No. 03 - \$43,737.23 plus interest thereon from April 9, 2018 to the date of payment at the rate of the Business Development Bank of Canada's floating base rate in effect from time to time plus 1.0% per annum which said interest currently accrues at the rate of \$7.84 per day;

in relation to loans advanced by the BANK to BECKERLAND at the request of BECKERLAND which BECKERLAND promised in writing to repay upon demand (the

"INDEBTEDNESS").

6. Demand for the repayment of the INDEBTEDNESS was made upon BECKERLAND on or about April 14, 2016 but BECKERLAND has neglected or refused and continues to neglect or refuse to pay all or any portion of the INDEBTEDNESS.

7. By the following Guarantees and Postponement of Claim in writing, each of TYLAND and TYSON, did, for valuable consideration, unconditionally guarantee all of the debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by BECKERLAND to the BANK together with interest thereon from the date of demand for payment:

- a. August 15, 2014 by TYSON up to \$500,000.00 in relation to Loan 02;
- b. August 15, 2014 by TYSON, unlimited in relation to Loan 03;
- c. August 15, 2014 by TYLAND, unlimited.

(the "GUARANTEES").

8. The Plaintiff has demanded payment from each of TYLAND and TYSON, on the amounts owing pursuant to the GUARANTEES, but the said Defendants have refused or neglected and continue to refuse and neglect to pay the same, or any part thereof.

9. Demand under the GUARANTEES having been made on or about the 14th day of April, 2016, each of TYLAND and TYSON is indebted to the Plaintiff for the amount of the INDEBTEDNESS as specified above.

10. THE PLAINTIFF THEREFORE CLAIMS:

- (a) Judgment against the Defendants, BECKERLAND FARMS INC. and TYLAND MANAGEMENT GROUP INC., jointly and severally, in the amount of \$5,193,100.68 plus interest thereon from April 9, 2018 to the date of judgment at the rate of the Business Development Bank of Canada's

floating base rate in effect from time to time plus 1.5% per annum which said interest currently accrues at the rate of \$1,003.04 per day;

- (b) Judgment against the Defendant, TYSON STEVEN BECKER, in the amount of \$500,000.00 plus interest thereon from April 9, 2018 to the date of judgment at the rate of the Business Development Bank of Canada's floating base rate in effect from time to time plus 1.5% per annum which said interest currently accrues at the rate of \$96.58 per day;
- (c) Judgment against the Defendants, BECKERLAND FARMS INC., TYLAND MANAGEMENT GROUP INC. AND TYSON STEVEN BECKER, jointly and severally, in the amount of \$43,737.23 plus interest thereon at the floating base rate of the Business Development Bank of Canada's in effect from time to time plus 1.0% per annum plus interest thereon from April 9, 2018 to the date of judgment which said interest currently accrues at the rate of \$7.84 per day;
- (d) Costs of this action on a solicitor and client basis together with all costs incurred in the enforcement of the GUARANTEES; and
- (d) Such further and other relief as this Honourable Court may allow.

DATED at the City of Saskatoon, in the Province of Saskatchewan, this 11th day of April, 2018.


IAN A. SUTHERLAND

CONTACT INFORMATION AND ADDRESS FOR SERVICE

If prepared by a lawyer for the party:

Name of firm: MCDOUGALL GAULEY LLP

Name of lawyer in charge of file: IAN A. SUTHERLAND

Address of legal firm: 500-616 MAIN STREET
SASKATOON, SK S7H 0J6

Telephone number: (306) 665-5417

Fax number: (306) 652-1323

Email address: isutherland@mcdougallgauley.com

Form 3-15A
(Rule 3-15)

COURT FILE NUMBER 539 of 2018

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

PLAINTIFF BUSINESS DEVELOPMENT BANK OF CANADA

DEFENDANTS BECKERLAND FARMS INC., TYSON STEVEN BECKER
And TYLAND MANAGEMENT GROUP INC.

STATEMENT OF DEFENCE

1. The Defendants deny each and every allegation contained in the Plaintiff's Statement of Claim except where hereinafter admitted.
2. The Defendants admit paragraphs 1, 2, 3 and 4 of the Plaintiff's Statement of Claim.
3. The Defendants deny paragraphs 5, 6, 7 and 8 of the Plaintiff's Statement of Claim.
4. The Defendants state that in consideration of the Defendants signing a Forbearance Agreement dated September 1st, 2016, the Plaintiff agreed to accept the following sums of money:

September 15 th , 2016	Fees on Loan 2	1,050.00
August 31 st , 2017	Fees on Loan 2	1,000.00
December 29 th , 2017	Fees on Loan 2	15,000.00
January 30 th , 2018	Fees on Loan 2	15,000.00
November 29 th , 2016	Fees on Loan 3	150.00
November 3 rd , 2017	Fees on Loan 3	150.00
September 15 th , 2016	Loan 2 payment	34,840.13
September 29 th , 2016	Loan 2 payment	5,000.00
October 29 th , 2016	Loan 2 payment	4,780.69
November 29 th , 2016	Loan 2 payment	2,211.17
December 29 th , 2016	Loan 2 payment	3,916.60
April 30 th , 2017	Loan 2 payment	9,567.27
May 31 st , 2017	Loan 2 payment	4,779.36
June 30 th , 2017	Loan 2 payment	5,000.00
July 31 st , 2017	Loan 2 payment	5000.00
November 3 rd , 2017	Loan 2 payment	9,146.79
November 30 th , 2017	Loan 2 payment	5,000.00
December 31 st , 2017	Loan 2 payment	4,774.22
January 3 rd , 2018	Loan 2 payment	5,000.00
January 31 st , 2018	Loan 2 payment	4,766.11
February 28 th , 2018	Loan 2 payment	4,759.86
March 30 th , 2018	Loan 2 payment	4,780.73
April 17 th , 2018	Loan 2 payment	43,239.29
April 30 th , 2018	Loan 2 payment	5,000.00

October 29 th , 2016	Loan 3 payment	219.31
November 29 th , 2016	Loan 3 payment	226.57
December 29 th , 2016	Loan 3 payment	219.28
April 30 th , 2017	Loan 3 payment	432.73
May 31 st , 2017	Loan 3 payment	220.64
August 31 st , 2017	Loan 3 payment	694.39
November 3 rd , 2017	Loan 3 payment	703.21
December 31 st , 2017	Loan 3 payment	225.78
January 31 st , 2018	Loan 3 payment	233.89
February 28 th , 2018	Loan 3 payment	240.14
March 30 th , 2018	Loan 3 payment	219.27
April 17 th , 2018	Loan 3 payment	266.32
September 15 th , 2016	Fees on Loan 2	26,960.75
September 29 th , 2016	Fees on Loan 2	10,000.00
November 29 th , 2016	Fees on Loan 2	2,412.16
November 29 th , 2016	Fees on Loan 2	10,000.00
January 29 th , 2017	Fees on Loan 2	25,000.00
August 31 st , 2017	Loan 3 payment	3,305.61
December 29 th , 2016	Loan 2 payment	853.60
December 28 th , 2016	Payment BDC legal fees	1,302.70
December 28 th , 2016	Payment BDC legal fees	2,302.35
December 28 th , 2016	Payment BDC legal fees	814.80
December 28 th , 2016	Payment BDC legal fees	15,964.43
December 28 th , 2016	Payment BDC legal fees	5,062.26
December 28 th , 2016	Payment BDC legal fees	19,392.13
February 13 th , 2017	Payment BDC legal fees	1,109.90
March 22 nd , 2017	Payment BDC legal fees	1,646.93
May 8 th , 2017	Payment BDC legal fees	3,572.02
July 26 th , 2017	Payment BDC legal fees	1,216.17
October 10 th , 2017	Payment BDC legal fees	965.66
November 30 th , 2017	Payment BDC legal fees	3,114.28
December 17 th , 2017	Payment BDC legal fees	3,557.10
April 9 th , 2018	Payment BDC legal fees	2,531.06
May 7 th , 2018	Payment BDC legal fees	1,261.64

5. The foregoing payments were made in consideration of the agreement between the Plaintiff and Defendants that the Plaintiff agreed to withhold claiming additional payments from the Defendants as long as the terms of the Forbearance Agreement dated the 1st day of September, 2016 were complied with.

6. The Defendants state and the facts are that the Defendants' obligations under the terms of the Forbearance Agreement have been met and as such the Plaintiff is not entitled to make any further claims or demands against the Defendants.

7. The Defendants therefore claim that the Plaintiff's claim be dismissed with costs.

NOTICE

If you intend to make a reply to this Statement of Defence, you must serve and file the reply within 8 days after service of the Statement of Defence.

DATED at Yorkton, Saskatchewan, this 31st day of May, 2018.

RUSNAK BALACKO KACHUR RUSNAK

Per: _____

Solicitors for the Defendants,
BECKERLAND FARMS INC.
TYLAND MANAGEMENT GROUP INC.
TYSON STEVEN BECKER

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	RUSNAK BALACKO KACHUR RUSNAK
Name of lawyer in charge of file:	WAYNE M. RUSNAK, Q.C.
Address of legal firm:	7 Broadway Street East, Box 1148, Yorkton, Saskatchewan, S3N 2X3
Telephone number:	(306) 783-8523
Fax number:	(306) 783-8668

COURT FILE NUMBER Q.B. NO. 539 of 2018
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE SASKATOON
PLAINTIFF BUSINESS DEVELOPMENT BANK OF CANADA
DEFENDANTS BECKERLAND FARMS INC., TYSON STEVEN BECKER
and TYLAND MANAGEMENT GROUP INC.

NOTICE REQUESTING TRANSFER OF ACTION

TAKE NOTICE that the Defendants, **BECKERLAND FARMS INC., TYSON STEVEN BECKER** and **TYLAND MANAGEMENT GROUP INC.** HEREBY REQUEST you to transfer the within action, namely **BUSINESS DEVELOPMENT BANK OF CANADA** and **BECKERLAND FARMS INC., TYSON STEVEN BECKER** and **TYLAND MANAGEMENT GROUP INC.**, from the Judicial Centre of Saskatoon, Q.B.G. No. 539 of 2018 to the Judicial Centre of Yorkton in accordance with Rule 3-3 and 3-6 of *The Queen's Bench Rules*.

DATED at the City of Yorkton, in the Province of Saskatchewan, this 31 day of May, 2018.


RUSNAK BALACKO KACHUR RUSNAK

PER:
Solicitors for the Plaintiffs,
**BECKERLAND FARMS INC.,
TYSON STEVEN BECKER and
TYLAND MANAGEMENT GROUP INC.**

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	RUSNAK BALACKO KACHUR RUSNAK
Name of lawyer in charge of file:	WAYNE M. RUSNAK, Q.C.
Address of legal firm:	7 Broadway Street East, Box 1148, Yorkton, Saskatchewan, S3N 2X3
Telephone number:	(306) 783-8523
Fax number:	(306) 783-8668
E-mail address:	<u>wayne@rbkrlaw.com</u>

COURT FILE NUMBER: Q.B. NO. 539 of 2018
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE OF SASKATOON
PLAINTIFF BUSINESS DEVELOPMENT BANK OF CANADA
DEFENDANTS BECKERLAND FARMS INC., TYSON STEVEN
BECKER and TYLAND MANAGEMENT GROUP INC.

ACKNOWLEDGEMENT OF SERVICE

You are asked to fill out and sign this form without delay, and return it by fax to:

RUSNAK BALACKO KACHUR RUSNAK
Attn: Wayne M. Rusnak, Q.C.
Fax (306) 783-8668

If you do not return this signed and completed Acknowledgement of Service without delay, documents may be served on your clients personally and you will be required to pay the costs of service.

I ACKNOWLEDGE SERVICE on me of a copy of the following documents:

1. Statement of Defence dated May 31st, 2018;
2. Notice Requesting Transfer of Action dated May 31st, 2018.

Date of Service

(Signature of Lawyer)

Firm name: McDougall Gauley LLP
Solicitor for: The Plaintiff, Business Development Bank of Canada
Name of Lawyer accepting Service: Ian A. Sutherland
Address for service: 500 – 616 Main Street, Saskatoon, Sk., S7H OJ6
Telephone Number: (306) 653-1212
Fax Number: (306) 652-1323
E-Mail address: isutherland@mcdougallgauley.com

NOTICE:

1. YOU MUST INCLUDE AN ADDRESS IN SASKATCHEWAN WHERE DOCUMENTS MAY BE MAILED TO OR LEFT FOR YOUR CLIENTS IN ORDER FOR YOUR CLIENTS TO RECEIVE NOTICE OF SUBSEQUENT PROCEEDINGS IN THIS MATTER.
2. It is optional to include your fax number and e-mail address. If you include your fax number or e-mail address, documents may be served on your clients by fax or electronic transmission.
3. The address, fax number or e-mail address that you give on this form will be used to serve your clients with documents until your clients serve on the other parties and file with the court written notice of a new address for service.

THIS IS EXHIBIT "M" REFERRED TO
IN THE AFFIDAVIT OF JENNIFER KOH
SWORN BEFORE ME AT THE CITY OF
VANCOUVER, IN THE PROVINCE OF
BRITISH COLUMBIA
THIS 27 DAY OF June
2019.

Form 10-3
(Rule 10-3)

COURT FILE NUMBER QB 151 of 2018
COURT QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE YORKTON
PLAINTIFF/
APPLICANT BUSINESS DEVELOPMENT BANK OF CANADA
DEFENDANTS/
RESPONDENTS BECKERLAND FARMS INC., TYSON STEVEN BECKER
and TYLAND MANAGEMENT GROUP INC.

Adam B. Koh
A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA
My appointment expires
N/A
OR being a solicitor.

ORDER

Order made this 17th day of September, 2018.

Before the Honourable
Mr. Justice D. J. Brown in chambers the
17th day of September, 2018.

On the application of Jordan Richards, lawyer on behalf of the Applicant, Business Development Bank of Canada, on hearing and on reading the Notice of Application and Affidavit of Lawrence Lee, and Brief of Law, all filed:

The Court orders:

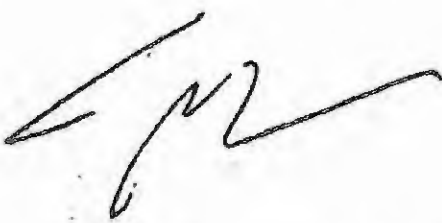
1. The Statement of Defence of Beckertland Farms Inc., Tyson Steven Becker and Tyland Management Group Inc. be struck in its entirety
2. Business Development Bank of Canada is granted an award of solicitor and client costs of this Application.

ISSUED at Yorkton, Saskatchewan, this 17th day of September,
2018.


Y.D. ROHATYNSKY

of Local Registrar

THIS Order is consented to by BECKERLAND FARMS INC., TYSON STEVEN BECKER and TYLAND MANAGEMENT GROUP INC, by its solicitors, Rusnak Balacko Kachur Rusnak, this 14 day of September, 2018.



RUSNAK BALACKO KACHUR RUSNAK

Per: 
Wayne Rusnak, Solicitor
for BECKERLAND FARMS INC., TYSON STEVEN BECKER and TYLAND MANAGEMENT GROUP INC

THIS Order is consented to by BUSINESS DEVELOPMENT BANK OF CANADA, by its solicitors, McDougall Gauley LLP, this 14 day of September, 2018.

MCDUGALL GAULEY LLP



Per: Ian A. Sutherland, Solicitor for the Plaintiff, Business Development Bank of Canada

NOTICE
(To be used if the Order is issued pursuant to an application without notice)
Take notice that, unless the order is consented to by the respondent or a person affected by the order or unless otherwise authorized by law, every order made without notice to the respondent or a person affected by the order may be set aside or varied on application to the Court. You should consult your lawyer as to your rights.

THIS IS EXHIBIT "N" REFERRED TO
IN THE AFFIDAVIT OF JENNIFER KOH
SWORN BEFORE ME AT THE CITY OF
VANCOUVER, IN THE PROVINCE OF
BRITISH COLUMBIA
THIS 27 DAY OF June, 2019.

Adam Borch
A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA
My appointment expires N/A
OR being a solicitor.

SASKATCHEWAN FARM SECURITY

FORM C

PART I

NOTICE OF INTENTION TO TAKE POSSESSION

(Section 48)

Service of a true copy acknowledged
this 29 day of June, 2018.

RUSNAK BALACKO KACHUR RUSNAK
Per:
Solicitors for Beckerland Farms Inc.

TO: Beckerland Farms Inc.
7 Broadway Street, P.O. Box 1148
Yorkton, Saskatchewan
S3N 2X3

1. That on account of your failure to make the payment due under the Loan No. 079659-02 (the "Loan"), particulars of which are set out in paragraph 6, Business Development Bank of Canada ("BDC") intends to take possession of the implements that are collateral under the Loan and the General Security Agreement dated April 15, 2014 (the "Security").
2. That if you object to BDC taking possession of the implements and apply for a hearing by a judge of Her Majesty's Court of Queen's Bench for Saskatchewan (the "Court"), BDC is prohibited by The Saskatchewan Farm Security Act from taking possession of the implements until authorized to do so by the Court.
3. That an application for a hearing by the Court shall be made by serving Part II of this notice, completed and executed by you within 30 days after the date on which this notice is served on or received by you, on the local registrar at the judicial centre that is nearest the place where you reside, or, if you do not reside in the province, at the judicial centre that is nearest to the place where the secured party resides or carries on business.
4. That unless you apply for a hearing by the Court BDC may, after the expiration of 40 days from the date on which this notice is served on you, take possession of the implements.
5. That if BDC takes possession of the implements after the period of time mentioned in paragraph 4 without a hearing by the Court you may apply for a hearing by the Court in the manner mentioned in paragraph 3 within 30 days after the date on which a notice of possession is served on or received by you.
6. (a) date of execution of Loan by farmer: July 30, 2014
(b) total amount owing under the Loan as at June 18, 2018:

Principal:	\$ 4,740,000.00
Interest:	\$ 468,828.82
Costs and other charges:	N/A
Total indebtedness under the Loan No. 079659-02:	\$ 5,280,828.82

(c) arrears owing under the Loans as at June 18, 2018:

Loan No. 079659-02

Principal:	\$ 4,740,000.00
Interest:	\$ 468,828.82
Costs and other charges:	N/A
Total indebtedness under the Loan No. 079659-02:	\$ 5,280,828.82

(d) interest rate: BDC's floating base rate plus 1.00% per annum, which as of June 18, 2018, accrues at a rate of \$1,004.53 per day.


Further take notice that BDC intends to take possession of the following implement referred to in the Loans and General Security Agreement:

1. All implements.

Further take notice that BDC's address for service of a notice of hearing is

Business Development Bank of Canada
c/o McDougall Gauley LLP
500 - 616 Main Street
Saskatoon, Saskatchewan
S7H 0J6
Attention: Ian Sutherland

DATED at Saskatoon, in the Province of Saskatchewan, this 27 day of June, 2018.


Ian Sutherland, Solicitor for
Business Development Bank of Canada

SASKATCHEWAN FARM SECURITY

PART II

APPLICATION FOR HEARING

(Section 50)

To the Local Registrar of the Court of Queen's Bench at the Judicial Centre of _____.

You are hereby requested to fix a time and place for a hearing by the Court with respect to the notice of intention set out above. At the time the security agreement was executed by me I resided at _____, in the Province of Saskatchewan. I now reside at _____, in the Province of Saskatchewan.

Dated at _____, in the Province of Saskatchewan, this ___ day of _____, 201__.

(Farmer)

Name of secured party Business Development Bank of Canada

Mailing address of secured party Business Development Bank of Canada
c/o McDougall Gauley LLP
500 - 616 Main Street
Saskatoon, Saskatchewan
S7H 0J6
Attention: Ian Sutherland

THIS IS EXHIBIT "O" REFERRED TO
IN THE AFFIDAVIT OF JENNIFER KOH
SWORN BEFORE ME AT THE CITY OF
VANCOUVER, IN THE PROVINCE OF
BRITISH COLUMBIA
THIS 27 DAY OF June, 2019.

A Sam Bah
A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA

My appointment expires N/A

OR being a solicitor.

FORM E

PART I

NOTICE OF POSSESSION OF IMPLEMENT, IN ANY OTHER CASE

(SECTION 57)

TO: Beckerland Farms Inc.
7 Broadway Street, P.O. Box 1148
Yorkton, Saskatchewan
S3N 2X3

TAKE NOTICE:

1. That a notice of intention to take possession of the implements hereinafter mentioned was received by you by service of a true copy on your solicitor, Rusnak Balacko Kachur Rusnak, on June 29, 2018.
2. That a period of 40 days has elapsed since the day on which the notice of intention mentioned in paragraph 1 was served on you.
3. That as no notice of an application by you for a hearing by the Court has been served on me during that period of 40 days, I hereby take possession of the following implements and I will remove same forthwith:

All implements

4. That if you object to my taking possession of the implements and apply for a hearing by the Court within a period of 30 days after the date on which a notice of possession is served on or received by you, The Saskatchewan Farm Security Act prohibits me from disposing of the implements until authorized to do so by the Court.
5. That in order to take advantage of the protection of The Saskatchewan Farm Security Act, you must make an application for a hearing by the Court within 30 days after the date on which this notice is served on you in the case of personal service thereof, or on which the Notice is received by you if it is served by registered mail, by serving Part II of this Notice, completed and executed by you, on the Local Registrar at the judicial centre that is nearest the place where you reside or, if you do not reside in the province, at the judicial centre that is nearest to the place where the secured party resides or carries on business.
6. That unless you apply for a hearing I may, after the expiration of a period of 40 days after the date on which this notice is served on you or received by you, dispose of the implements.

7. That particulars of your indebtedness to me are as follows:

(a) date of execution of security agreement by farmer – August 15, 2014

(b) total amounts owing under the security agreement as at: September 11, 2018

Principal	\$ 4,740,000.00
Interest	\$556,961.47
Costs and other charges	n/a

Total indebtedness under the security agreement \$ 5,296,961.47

(c) arrears owing under the security agreement as at: September 11, 2018

Principal and Interest	\$ 5,296,961.47
Costs and other charges	n/a

Total arrears \$ 5,296,961.47

(d) the interest rate: BDC's floating base rate plus 1.50% per annum, which as of September 11, 2018, accrues at a rate of \$1,062.41 per day.

8. That my address for service of a notice of hearing is:

Business Development Bank of Canada
c/o McDougall Gauley LLP
500 – 616 Main Street
Saskatoon, Saskatchewan
S7H 0J6
Attention: Ian Sutherland

DATED at Saskatoon, in the Province of Saskatchewan, this 11th day of October, 2018.


Ian Sutherland, Solicitor for
Business Development Bank of Canada

PART II

APPLICATION FOR HEARING AFTER NOTICE OF POSSESSION

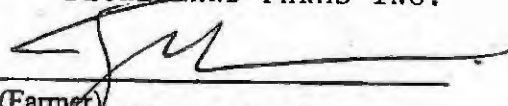
(Section 58)

To the Local Registrar of the Court of Queen's Bench at the Judicial Centre of YORKTON.

You are hereby requested to fix a time and place for a hearing by the Court with respect to the notice of possession set out above. At the time the security agreement was executed by me I resided at Box 1167 Yorkton in the Province of Saskatchewan. I now reside at Box 1167 Yorkton in the Province of Saskatchewan.

Dated at Yorkton in the Province of Saskatchewan, this 31 day of Oct, 2018.

BECKERLAND FARMS INC.


(Farmer) Tyson Becker
President

HER MAJESTY'S
COURT OF QUEEN'S BENCH

LOCAL REGISTRAR
JUDICIAL CENTRE OF YORKTON



PROVINCE OF SASKATCHEWAN

29 DARLINGTON STREET EAST
YORKTON, SASKATCHEWAN S9N 0G2

PHONE: (306) 786-1515
FAX: (306) 786-1521

THIS IS EXHIBIT "P" REFERRED TO
IN THE AFFIDAVIT OF JENNIFER KOH
SWORN BEFORE ME AT THE CITY OF
VANCOUVER, IN THE PROVINCE OF
BRITISH COLUMBIA
THIS 29 DAY OF June, 2019.

Adam B. W.
A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA
My appointment expires N/A
OR being a solicitor.

FAX TRANSMISSION COVER SHEET

To: *Wayne Rusnak* *Jordan Richard:*
c/o Rusnak Balacko et al *c/o McDougall Gauley*
306-783-8668 *306-652-1323*

Re: *Beckerland Farms Inc., Tyson Steven Becker and Tyland*
Management Group Inc. vs Business Development Bank of Canada

Sender: *Yvonne Queen's Bench Court, Yorkton*

December 17, 2018

**YOU SHOULD RECEIVE 10 PAGE(S), INCLUDING THIS COVER SHEET.
IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL 306-786-1515.**

Please find attached the Judgement of Mr Justice M.T. Megaw dated December 17th
on the above matter

CONFIDENTIALITY NOTICE

This e-mail/fax(and any attachment) was intended for a specific recipient. It may contain information that is privileged, confidential or exempt from disclosure. Any privilege that exists is not waived.

If you are not the intended recipient:

- 1. Do not copy it, distribute it to another person or use it for any other purpose; and
- 2. Delete it and advise me by return fax or telephone

Thank you

QUEEN'S BENCH FOR SASKATCHEWAN

Date: 2018 12 17
Docket: QB 151 of 2018
Judicial Centre: Yorkton

BETWEEN:

BECKERLAND FARMS INC., TYSON STEVEN
BECKER and TYLAND MANAGEMENT GROUP
INC.

APPLICANTS

- and -

BUSINESS DEVELOPMENT BANK OF CANADA

RESPONDENT

Counsel:

Wayne Rusnak, Q.C.
Jordan Richards (by telephone)

for the applicants
for the respondent

JUDGMENT
December 17, 2018

MEGAW J.

INTRODUCTION

[1] The respondent has served a notice of possession of implement pursuant to s. 57 of *The Saskatchewan Farm Security Act*, SS 1988-89, C S-17.1 [Act]. The applicants have applied, pursuant to s. 58 of the Act, for a hearing after receiving the notice of possession. The purpose of the hearing is to determine whether the applicants should receive a temporary stay of seizure of the implements.

- 2 -

BACKGROUND

[2] By loan agreement dated July 30 2014, the Business Development Bank of Canada [BDBC] lent to Beckerland Farms Inc. [Beckerland] the amount of \$4,740,000.00 on terms more particularly set forth in the loan agreement. Tyson Steven Becker and Tyland Management Group Inc. [Tyland] provided guarantees for the indebtedness of Beckerland.

[3] Default was made under the loan agreement in 2016 and demand was advanced by the BDBC for repayment on April 14, 2016.

[4] The parties entered into two forbearance agreements. Pursuant to those forbearance agreements, the debtor and guarantors acknowledged the outstanding indebtedness and the validity of both the loan agreement and the security enforceability. The first forbearance agreement was signed September 1, 2016. An extension of that agreement was signed March 1, 2017. A further extension of that agreement was signed September 1, 2017. The further extension agreement expired on May 31, 2018. The applicants declined a further extension.

[5] The BDBC issued its statement of claim seeking to enforce the loan agreement and security on April 11, 2018. Originally, the defendants filed a statement of defence. However, as a result of an application by the respondents, the defendants consented to the defence being struck. The BDBC then issued judgment against Beckerland and Tyland in the amount of \$5,414,772.52. That judgment is dated November 16, 2018. A judgment against Tyson Steven Becker was also issued for the amount of \$521,344.18.

- 3 -

[6] On June 27, 2018, the BDBC served Beckerland with a notice of intention to take possession pursuant to s. 48 of the *Act*. At that stage, the applicants did not apply for a hearing with respect to the notice of intention to take security as is provided for in s. 50 of the *Act*.

[7] On October 11, 2018, the BDBC provided instructions to a bailiff service to complete the seizure of the implements and assets owned by Beckerland. As a result of that direction, and in accordance with s. 58 of the *Act*, Beckerland applied for a hearing with respect to the notice of possession. That hearing date was set by the Local Registrar for December 10, 2018 at the judicial centre of Yorkton. Argument proceeded on that date.

[8] Beckerland filed the affidavit of Tyson Becker in support of its application to stay the BDBC's notice of possession.

[9] Mr. Becker proposes he has been attempting to arrange the sale of the assets which are the subject matter of the security agreement with the BDBC. An offer was received from Flaman Sales Ltd. dated July 10, 2018. As well, Mr. Becker arranged for an appraisal of the implements by Ritchie Bros. Auctioneers (Canada) Ltd.

[10] Mr. Becker deposes he, presumably Beckerland, has been asked by farmers in the area to dry their grain. He deposes he requires the equipment to complete the grain drying process. He states in support of this hearing as follows, at para 8 of his affidavit:

8. ... The equipment including tractors, loaders, augers and trucks are needed to effect the grain drying process and if they [*sic*] grain is not dried, the farmers can sustain damages in excess of \$4,000,000.00 because of this seizure.

- 4 -

[11] In the affidavit, Mr. Becker deposes he, again presumably Beckerland, has completed 65% of the drying operation. At that time, he anticipated being completed by February 15, 2019. During argument in chambers, counsel for the applicants indicated his information was the drying process was now 75% complete as a result of the mild weather experienced in the area.

[12] Mr. Becker deposes another offer, dated November 27, 2018, has been received from Flaman Sales Ltd. That offer has been provided to the BDBC. It appears the BDBC seeks to complete an appraisal. Apparently, that appraisal has been contemplated for a few months now.

[13] The applicants seek to have this hearing adjourned to mid-February 2019. It appears the reason for the request for the adjournment is three-fold.

[14] Firstly, it appears Beckerland seeks to delay seizure of the implements and assets because they are making efforts to dry grain. It was indicated during argument the court could presume Beckerland was earning income from the grain drying operation. This information was not disclosed in the affidavit filed.

[15] Secondly, the applicant deposes to the "significant damages" that would be sustained by various farmers who had engaged Beckerland to dry grain.

[16] Thirdly, it appears Beckerland seeks to have an opportunity to have the latest Flaman Sales Ltd. offer properly considered by the BDBC. This would include having an appraisal completed by the BDBC.

ANALYSIS

[17] The *Act* provides as follows:

Application for hearing after notice of possession

58(1) A farmer, who has not made an application for a hearing by the court pursuant to:

(a) section 50; or

(b) section 23 of *The Limitation of Civil Rights Act*;

may within 30 days after the date on which a notice of possession is served on the farmer, apply for a hearing by the court.

(2) Subsections 50(2) and (3) and 53(4), (6) and (7) and sections 51, 54 and 59 apply with any necessary modification to an application for a hearing made pursuant to subsection (1).

(3) On the hearing of an application made pursuant to subsection (1) the court may:

(a) order delivery of the implement to the farmer subject to any conditions that the court considers just;

(b) order delivery of the implement to the farmer and postpone the operation of the order:

(i) on condition that the farmer pays to the secured party any amount that the court considers just;

(ii) subject to the fulfillment of any other conditions by the farmer that the court considers just;

and the court may vary the terms of any order made pursuant to clause (a) or (b) in any manner that it considers just.

(4) Where a notice mentioned in clause 51(a) is served on a secured party within the period of time mentioned in subsection (1), no further proceeding shall be taken by the secured party without leave of the court.

[18] While not intended to be an exhaustive list, Mills J. set forth the considerations the court should have when determining whether or not to make an order pursuant to s. 58. In *Bartco v Odnocan Holdings Ltd.*, 2012 SKQB 262, 400 Sask R 200, Mills J. stated as follows:

- 6 -

3 Equitable considerations that are normally examined include:

(a) the amount outstanding under the lease agreement;

(b) the amount of continuing payments required pursuant to the agreement;

(c) whether the lease agreement has expired;

(d) whether the lease agreement includes an option to purchase the equipment at a determinable price;

(e) the payment history of the farmer, including the date of and amount of the last payment made;

(f) the fair market value of the equipment;

(g) the time of year the application is made in relation to the nature of the equipment for which possession is sought (for example, equitable considerations are stronger in favour of a farmer who seeks to retain possession of a combine for the purpose of an immediate harvest as opposed to retaining possession after harvest is completed);

(h) the time of year for which sales of the farm equipment would normally be held;

(i) the prospects the farmer has for becoming current under the lease agreement; and/or

(j) factors outside of the control of the farmer that may have led to the default occurring (for example, serious personal injury or death of a principal member of the farming operation, or catastrophes impacting upon the profitability of the farm).

4 There are likely other considerations that will arise. The point of the previous comment is to emphasize the wide type of considerations the Court is entitled to view in coming to a just determination.

- 7 -

[19] In the matter before the court now, the parties have agreed on the amount of the indebtedness and a judgment has been issued by the creditor. There is no indication in the material the applicants are seeking time to be in a position to make payments. Rather, the applicants seek time to complete grain drying. They also seek time to complete the sale of the assets.

[20] The prospect of making payments on the debt to then keep the assets is not a consideration for the applicants. It appears to be accepted the assets will need to be disposed of, whether by sale or by seizure. As a result, those equitable considerations set forth by Mills J. regarding the loan and the loan agreement do not apply here.

[21] The applicants suggest there would be a hardship both to them and to the area farmers, if the seizure is allowed to proceed.

[22] The material filed does not disclose what hardships would be experienced by the applicants as a result of seizure. Certainly they would be unable to complete the grain drying undertaken. Counsel for the applicants suggested the court should simply take notice that a profit will be earned through the grain drying work.

[23] I am unable to assume that is the case here. I am further unable to assume any profit that might be earned is sufficient to warrant causing the secure creditors to delay in realizing on its security. I determine there must be evidence placed before the court to allow a weighing of the parties' respective positions. That evidence is not before me and accordingly, I cannot consider the prospect of the applicants making money in the equitable considerations.

- 8 -

[24] To consider this in the absence of evidence would be little more than guesswork on the part of the court. Guessing is not appropriate for either the applicants or the respondent.

[25] The effect of the seizure on the surrounding farmers is not a hardship to the applicants. Rather, it is a difficulty which may be experienced by third parties who are not privy to the relationship between the applicants and the respondent.

[26] Furthermore, there is no evidence to suggest the third party farmers could not arrange for alternate grain drying to avoid the potential losses set forth in the affidavit filed. It may be they could use an alternate service. It may be they could arrange for their own grain drying. The evidence does not assist in this regard.

[27] This then brings me to the proposed sale of the assets by the applicants. It is unclear how that is a factor to be considered by the court on an application under the *Act*.

[28] That the applicants seek to complete the sale is clear from the materials. However, it is not suggested the failure of this potential sale will necessarily prejudice the applicants. A seizure of the assets requires the respondent to act in a commercially reasonable manner in their disposition. There is no suggestion here that will not happen.

[29] In the result, I am unable to conclude the applicants will suffer a hardship if the seizure is allowed to proceed. If there is to be a sale of the assets, that may still continue under the auspices of the secured party.

[30] Accordingly, I decline to order the creditor is not entitled to proceed with realization on its security. I dismiss the applicants' application in this regard.

[31] I make no order as to costs.

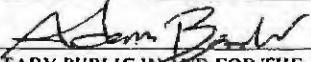


J.
M. T. MEGAW

THIS IS EXHIBIT "Q" REFERRED TO
IN THE AFFIDAVIT OF JENNIFER KOH
SWORN BEFORE ME AT THE CITY OF
VANCOUVER, IN THE PROVINCE OF
BRITISH COLUMBIA
THIS 27 DAY OF June, 2019.

Form 10-3
(Rule 10-3)

COURT FILE NUMBER QBG 61 OF 2019
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE YORKTON
APPLICANT BUSINESS DEVELOPMENT BANK OF CANADA
RESPONDENT BECKERLAND FARMS INC.


A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA
My appointment expires N/A
OR being a solicitor.

ORDER

BEFORE THE HONOURABLE) ON MONDAY THE
MR. JUSTICE D.J. BROWN) 10TH DAY OF JUNE,
IN CHAMBERS) 2019.

On the application of counsel on behalf of the Applicant, Business Development Bank of Canada, and upon reading the Originating Application, Affidavit of Jennifer Koh, and the Draft Order, all filed:

The Court orders that:

- 1. Section 9(1)(d) of *The Saskatchewan Farm Security Act* does not apply to the Mortgages dated August 15, 2014, covering lands legally described as:

Surface Parcel #203043114
Reference Land Description: BLK/PAR A Plan No 102173701
Extension 0

Surface Parcel #141199296
Reference Land Description: NE 29-26-31 W1 Extension 0
As described on Certificate of Title 85Y03106

(the "Mortgages")

2. The Applicant (as mortgagee) may commence an action with respect to the Mortgages.

ISSUED at Yorkton, Saskatchewan, this 26th day of June, 2019.


Local Registrar

**DUPLICATE
ORIGINAL**

CONTACT INFORMATION AND ADDRESS FOR SERVICE

If prepared by a lawyer for the party:

Name of firm:	MCDUGALL GAULEY LLP
Name of lawyer in charge of file:	IAN A. SUTHERLAND
Address of legal firm:	500-616 MAIN STREET SASKATOON, SK S7H 0J6
Telephone number:	(306) 665-5417
Fax number (if any):	(306) 652-1323
Email address (if any):	<u>isutherland@mcdougallgauley.com</u>



THIS IS EXHIBIT "R" REFERRED TO
IN THE AFFIDAVIT OF JENNIFER KOH
SWORN BEFORE ME AT THE CITY OF
VANCOUVER, IN THE PROVINCE OF
BRITISH COLUMBIA
THIS 27 DAY OF June, 2019.


A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA
My appointment expires N/A
OR being a solicitor.

Jan 21, 2019

Beckerland Farms Inc.
Wroxton & Canora, SK

Attention: Jennifer Koh, BDC Business Specialist, Special Accounts

Dear: Jennifer

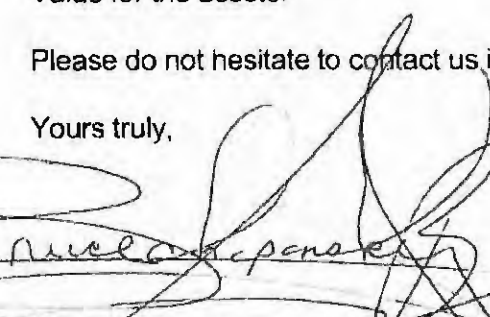
RE: Appraisal Report – Beckerland Farms Inc. Assets

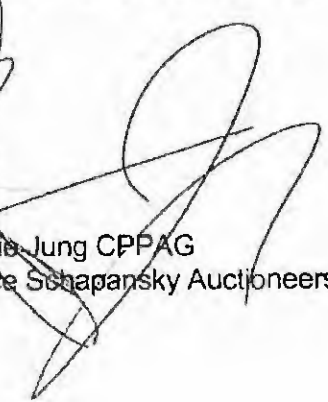
In December, 2018, Jennifer Koh, requested that Bruce Schapansky Auctioneers Inc., appraise the Assets, as described in the attached appraisal report. Our representatives Bruce Schapansky, Barrie Jung & Don Luthi attended the Beckerland Farms Inc. Yards at 1616 Highway No. 5 West in Canora SK and the farm near Wroxton SK in the RM of Calder No. 241, Wednesday January 9th, 2019. A complete description was taken and the Assets were viewed at that time. A copy of the report is enclosed. An invoice is also enclosed.

The purpose of the report is to assist you in establishing a Fair Market Value for the assets.

Please do not hesitate to contact us if you have any questions.

Yours truly,


Bruce Schapansky
Bruce Schapansky Auctioneers Inc.


Barrie Jung CPPAG
Bruce Schapansky Auctioneers Inc.

BS/bj

Enclosure



Jan 21, 2019

Beckerland Farms Inc.
Wroxton & Canora, SK

Attention: Jennifer Koh, BDC Business Specialist, Special Accounts

Dear: Jennifer

RE: Appraisal Report – Beckerland Farms Inc. Assets

In December, 2018, Jennifer Koh, requested that Bruce Schapansky Auctioneers Inc., appraise the Assets, as described in the attached appraisal report. Our representatives Bruce Schapansky, Barrie Jung & Don Luthi attended the Beckerland Farms Inc. Yards at 1616 Highway No. 5 West in Canora SK and the farm near Wroxton SK in the RM of Calder No. 241, Wednesday January 9th, 2019. A complete description was taken and the Assets were viewed at that time. A copy of the report is enclosed. An invoice is also enclosed.

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Yours truly,

Bruce Schapansky
Bruce Schapansky Auctioneers Inc.

Barrie Jung CPPAG
Bruce Schapansky Auctioneers Inc.

BS/bj

Enclosure

APPRAISAL REPORT

Prepared for:

BDC

Jennifer Koh, Business Specialist, Special Accounts

Re; Beckerland Farms Inc.

Wroxton & Canora SK

Prepared by:

Barrie Jung

Bruce Schapansky Auctioneers Inc..

Box 2199

Tisdale SK S0E 1T0

PHONE: (306) 873-5488

FAX: (306) 873-5492

Dated: January 21st 2019

SUMMARY

In December 2018, at the request of Jennifer Koh, BDC Business Specialist, Special Accounts. Bruce Schapansky, Barrie Jung & Don Luthi attended the Beckerland Farms Inc. yards in Wroxton & Canora SK, inspected & described the Assets. We then appraised the Assets based on Market conditions in the winter of 2019.

VALUE

Fair Market Value

The Fair Market Value of the Assets for this appraisal are as shown in the attached appraisal reports.

This is not the appraisal report. The appraisal report must be read in its entirety.

CONDITIONS OF APPRAISAL

As per instructions, we have completed an appraisal, which constitutes an opinion of value regarding the assets located at Wroxton & Canora SK.

The value stated in this appraisal report is based on the best judgment of the appraisers given the facts and conditions available at the date of valuation.

The use of this report is limited to the purpose of determining the value of the Beckerland Farms Inc. Assets. This report is to be used in its entirety only.

CERTIFICATION OF REPORT

Neither Bruce Schapansky, Barrie Jung, Don Luthi, Bruce Schapansky Auctioneers Inc., nor any of its employees have any present or future interest in the subject property. No prohibited fee was assessed for this report.

If and when the Assets should ever become available for auction, Bruce Schapansky Auctioneers Inc., would like to be considered to conduct the auction and would be pleased to provide an Auction sale proposal.

This report was prepared in accordance with the Standards and Practices of the Certified Personal Property Appraisers' Guild, which has review authority of this report.

Bruce Schapansky, Barrie Jung & Don Luthi personally examined the subject property on Wednesday January 9th, 2019. The statements of fact contained in this report are true and correct to the best knowledge and belief of the appraisers.

Bruce Schapansky established Bruce Schapansky Auctioneers Inc. in 1995. Barrie Jung has varied experience as purchaser, auctioneer and seller of farm equipment for the past 32 years.

By: Barrie Jung

For: Bruce Schapansky Auctioneers Inc..

PURPOSE OF THE REPORT

The purpose of this report is to determine Fair Market Value for the Beckerland Farms Inc. Assets

DEFINITION OF VALUE

Forced Liquidation Value

An opinion of the gross amount, expressed in terms of money, that typically could be realized from a properly advertised and conducted public auction, with the seller being compelled to sell with a sense of immediacy on an as-is, where-is basis, as of a specific date.

Fair Market Value

An opinion expressed in terms of money, at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts, as of a specific date.

DEFINITION OF CONDITION

Premium

Has had Limited use. Shows usage, but is in almost new condition.

Very Good

Is in very good condition. May have been recently overhauled, or may not have been used enough to require reconditioning.

Good

In good working condition, but may need some repair work done or some new parts.

Fair

Shows considerable wear and probably needs a major overhaul soon.

Poor

Is almost worn out. Needs to be completely rebuilt.

BASIS OF APPRAISAL

Valuation Date

The period of valuation for determining the value estimation is the Winter 2019 Auction Market.

Limitations on Property

It is the Appraisers opinion that to achieve the best value for the six 67,810 bu. bins, (bin # W-67 to W-72) located at the Wroxton SK farm site, they should be sold as a package with the land. If sold seperately, the tear down, removal, transporting and resetup costs would be prohibative and make the bins virtually valueless. See notes within the appraisal report.

It is the Appraisers opinion that to achieve the best value for the bins and the other equipment at the Canora SK site, they should be sold as a package including the land. If sold separately, the tear down, removal, transporting and resetup costs would be prohibative and make the bins & equipment virtually valueless. The value of the bins and equipment is lessened as well because the installation of the grain handling system has not been completed. The cost to complete has been estimated at \$300,000.00 to \$1,000,000.00. See notes within the appraisal report.

The appraised value of the Hopper Bins Located at the Wroxton SK farm site are based on a to be moved basis, there are 2 major factors that deter the value somewhat and they are the cost of moving the bins, and because of the diameter of the Twister 2106 bins and the Titan bins, Sask

Power must be involved to raise power lines. These costs cannot be estimated because there is no way to determine where these bins might be moved to.

Method of Valuation

The method of valuation for determining the value estimation will be the Fair Market Value of the Assets if they were sold at public auction in the Spring of 2019. The value has been determined by the use of comparables and by our experience as auctioneers & appraisers when offering similar items for sale, in an auction sale situation.

Description

The property consists of the assets as described in the attached Appraisal Reports.

FACTORS AFFECTING VALUE

Age and Condition of Equipment

The equipment as viewed January 9th, 2019, was generally in fair to good condition. The equipment also for the most part is a mixture of older & late model equipment.

Average Market Conditions

The used Farm Equipment & Grain Bin market is generally average at this time.

VALUE

Fair Market Value

The Fair Market Value of the Assets for this appraisal are as shown in the attached appraisal reports.

APPRAISER'S QUALIFICATIONS

Barrie Jung, CPPAG, Auctioneer
Box 3431
Melfort SK S0E 1A0

EDUCATION

- Certified Personal Property Appraisers' Guild of Canada, London, Ontario
Personal Property Appraiser Certification Program, Certified February,
1996 Calgary AB
- Mason City College of Auctioneering, Mason City, Iowa, Graduate
Auctioneer, Graduated February, 1986
- Melfort & Unit Comprehensive Collegiate, Melfort SK, Completed Grade
11

ASSOCIATIONS

- Saskatchewan Auctioneers Association

WORK EXPERIENCE

34 years as Auctioneer & Appraiser selling and appraising a variety of
assets including:

Farm Equipment, Construction Equipment, Transport Equipment,
Industrial Plants: Printing Equipment, Metal Fab & Machine Shops,
Window & Door Mfg., Book Binding Equipment, Foundry Equipment,
Mining Equipment, Cars & Trucks, Restaurant Equipment, Meat
Processing Equipment, Aircraft, Estate, Real Estate, Bankruptcy, and
Business Liquidations in Alberta, Saskatchewan, Manitoba, Ontario,
Quebec, and the USA.

Bruce Schapansky
President Bruce Schapansky Auctioneers Inc.
Auctioneer
Box 2199
Tisdale SK S0E 1T0

EDUCATION

- Jordan & Mclean School of Auctioneering, Graduate Auctioneer,
Graduated, March 4th, 1988

ASSOCIATIONS

- Saskatchewan Auctioneers Association

WORK EXPERIENCE

31 years as Auctioneer & Appraiser selling and appraising a variety of assets including:

Farm Equipment, Construction Equipment, Transport Equipment, Industrial Plants: Printing Equipment, Metal Fab & Machine Shops, Window & Door Mfg., Book Binding Equipment, Foundry Equipment, Mining Equipment, Cars & Trucks, Restaurant Equipment, Meat Processing Equipment, Aircraft, Estate, Real Estate, Bankruptcy, and Business Liquidations in Alberta, Saskatchewan, Manitoba.

BECKERLAND FARMS INC. APPRAISAL REPORT

ITEM	DESCRIPTION	LOW VALUE	HIGH VALUE
	Equipment & Grain Bins Located near Wroxton SK in the RM of Calder No. 241, Land Location NE 29-26-31 W1		
1	Westeel 1620 Magnum F Hopper Bin W-0, 4200 bu, 4 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 65-09-3587	\$12,000.00	\$16,000.00
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	\$13,000.00	\$17,000.00
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	\$12,000.00	\$16,000.00
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	\$12,000.00	\$16,000.00
5	Westeel 1620 Magnum F Hopper Bin W-4, 4200 bu, 4 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 65-09-3582	\$12,000.00	\$16,000.00
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	\$13,000.00	\$17,000.00
7	Twister 1905 Hopper Bin W-6, 4600 bu, 2 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN N/A	\$9,000.00	\$12,000.00

BECKERLAND FARMS INC. APPRAISAL REPORT

ITEM	DESCRIPTION	LOW VALUE	HIGH VALUE
8	Twister 1905 Hopper Bin W-7, 4600 bu, 2 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 183022	\$9,000.00	\$12,000.00
9	Twister 1905 Hopper Bin W-8, 4600 bu, 2 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 261035	\$9,000.00	\$12,000.00
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	\$9,000.00	\$12,000.00
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	\$9,000.00	\$12,000.00
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	\$9,000.00	\$12,000.00
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	\$9,000.00	\$12,000.00
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	\$9,000.00	\$12,000.00
15	Twister 1905 Hopper Bin W-14, 4600 bu, 2 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 280073	\$9,000.00	\$12,000.00

BECKERLAND FARMS INC. APPRAISAL REPORT

ITEM	DESCRIPTION	LOW VALUE	HIGH VALUE
16	Twister 1905 Hopper Bin W-15, 4600 bu, 2 skid, w/ hopper top, OPI cable, outside ladder, & bin lid opener, SN 280083	\$9,000.00	\$12,000.00
17	Twister 1906 Hopper Bin W-16, 5400 bu,w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 211043	\$12,000.00	\$18,000.00
18	Twister 1906 Hopper Bin W-17, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 211053	\$12,000.00	\$18,000.00
19	Twister 1906 Hopper Bin W-18, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 213063	\$12,000.00	\$18,000.00
20	Twister 1906 Hopper Bin W-19, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 213053	\$12,000.00	\$18,000.00
21	Twister 1906 Hopper Bin W-20, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, & bin lid opener, SN 198023	\$12,000.00	\$18,000.00
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	\$12,000.00	\$18,000.00
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	\$12,000.00	\$18,000.00

BECKERLAND FARMS INC. APPRAISAL REPORT

ITEM	DESCRIPTION	LOW VALUE	HIGH VALUE
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	\$12,000.00	\$18,000.00
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	\$12,000.00	\$18,000.00
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	\$12,000.00	\$18,000.00
27	Titan Hopper Bin W-26, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200995	\$11,000.00	\$17,000.00
28	Titan Hopper Bin W-27, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200999	\$11,000.00	\$17,000.00
29	Titan Hopper Bin W-28, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200996	\$11,000.00	\$17,000.00
30	Titan Hopper Bin W-29, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200992	\$11,000.00	\$17,000.00
31	Titan Hopper Bin W-30, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200993	\$11,000.00	\$17,000.00

BECKERLAND FARMS INC. APPRAISAL REPORT

ITEM	DESCRIPTION	LOW VALUE	HIGH VALUE
32	Titan Hopper Bin W-31, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200994	\$11,000.00	\$17,000.00
33	Titan Hopper Bin W-32, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200990	\$11,000.00	\$17,000.00
34	Titan Hopper Bin W-33, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200991	\$11,000.00	\$17,000.00
35	Titan Hopper Bin W-34, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200998	\$11,000.00	\$17,000.00
36	Titan Hopper Bin W-35, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200997	\$11,000.00	\$17,000.00
37	Titan Hopper Bin W-36, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200989	\$11,000.00	\$17,000.00
38	Titan Hopper Bin W-37, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 222009100	\$11,000.00	\$17,000.00
39	Titan Hopper Bin W-38, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 222009101	\$11,000.00	\$17,000.00

BECKERLAND FARMS INC. APPRAISAL REPORT

ITEM	DESCRIPTION	LOW VALUE	HIGH VALUE
40	Titan Hopper Bin W-39, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, & bin lid opener, SN 22200988	\$11,000.00	\$17,000.00
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	\$11,000.00	\$17,000.00
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	\$11,000.00	\$17,000.00
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	\$11,000.00	\$17,000.00
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	\$11,000.00	\$17,000.00
45	Twister 2106 Hopper bin W-44, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, & bin lid opener, SN 21-2012-143	\$11,000.00	\$17,000.00
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	\$11,000.00	\$17,000.00
47	Twister 2106 Hopper bin W-46, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, & bin lid opener, SN 21-2012-75	\$11,000.00	\$17,000.00

BECKERLAND FARMS INC. APPRAISAL REPORT

ITEM	DESCRIPTION	LOW VALUE	HIGH VALUE
48	Twister 2106 Hopper bin W-47, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, & bin lid opener, *bin used for fertilizer, SN 21-2012-74	\$9,000.00	\$12,000.00
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	\$9,000.00	\$12,000.00
50	Twister 2106 Hopper bin W-49, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, & bin lid opener, *bin used for fertilizer, SN 21-2012-73	\$9,000.00	\$12,000.00
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	\$9,000.00	\$12,000.00
52	Twister 2106 Hopper bin W-51, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, & bin lid opener, *bin used for fertilizer, SN 21-2012-69	\$9,000.00	\$12,000.00
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	\$9,000.00	\$12,000.00
54	Twister 2106 Hopper bin W-53, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, & bin lid opener, *bin used for fertilizer, SN 21-2012-70	\$9,000.00	\$12,000.00
55	Westeel Bin W-67, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1 fan, OPI cable, outside ladder, & bin lid opener, SN N/A	\$0.00	\$0.00

BECKERLAND FARMS INC. APPRAISAL REPORT

ITEM	DESCRIPTION	LOW VALUE	HIGH VALUE
56	Westeel Bin W-68, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1 fan, OPI cable, outside ladder, & bin lid opener, SN N/A	\$0.00	\$0.00
57	Westeel Bin W-69, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1 fan, OPI cable, outside ladder, & bin lid opener, SN N/A	\$0.00	\$0.00
58	Westeel Bin W-70, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1 fan, OPI cable, outside ladder, & bin lid opener, SN N/A	\$0.00	\$0.00
59	Westeel Bin W-71, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1 fan, OPI cable, outside ladder, & bin lid opener, SN N/A	\$0.00	\$0.00
60	Westeel Bin W-72, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1 fan, OPI cable, outside ladder, & bin lid opener, SN N/A	\$0.00	\$0.00
61	2000 JD 7510 MFWD tractor, w/ 2 hyds, PTO, 3PTH, power quad trans., 12,800 hrs., 460/85R38 rear tires, 480R70x26 front tires, c/w JD 740 self-levelling FEL w/ bale grapple, SN RW7510R054066	\$30,000.00	\$35,000.00
62	1983 JD 4650 tractor, w/ 2 hyds, PTO, power quad trans., 3883 hrs showing, 20.8x38 factory duals, SN RW4650H003594	\$13,000.00	\$17,000.00
62a	2013 Volvo VNL64T Highway Tractor, Currently at mechanics shop with a mechanics lien against it (did not see) John to find out if there is equity in unit)	\$26,000.00	\$32,000.00

BECKERLAND FARMS INC. APPRAISAL REPORT

ITEM	DESCRIPTION	LOW VALUE	HIGH VALUE
63	Farm King (Ease-on) 6650 tandem offset disk, 29', notched blades front, smooth blades rear, dual carrier wheels, scrapers, spring shanks', SN 53987	\$20,000.00	\$25,000.00
64	1986 Bourgault 1154 Convertabar harrow packer bar, 60' w/ auto fold to transport, P20 packers, 5 bar adj tine harrows, tandem walking axle, dual carrier wheels on centre section, SN HP1154	\$1,500.00	\$2,500.00
65	1996 Westward 3000 30' swather, w/ p/u reel, auto fold, SN 107973	\$1,000.00	\$2,000.00
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.)	\$10,000.00	\$15,000.00
67	2009 Whearheart 8"x46' (input to dryer), electric motor, on stand, transport & hubs but no wheels SN 2674	\$1,500.00	\$2,000.00
68	2009 Whearheart 8"x51' (output from dryer) electric motor, on stand, transport & hubs but no wheels SN 2752	\$1,500.00	\$2,000.00
69	Dryer shack, 16'x24', metal clad, wood construction, w/ 2" x 6" construction, bathroom & shower, bedroom w/ 1 bed, lunch area w/ stove, fridge, toaster, coffee pot, table, 2 chairs, couch, loveseat, insulated, wired & heated, on steel skid	\$25,000.00	\$30,000.00
70	Dryer control shack, 8'x12', wood construction w/ metal clad, insulated, wired & heated, on steel skid	\$3,500.00	\$4,000.00

BECKERLAND FARMS INC. APPRAISAL REPORT

ITEM	DESCRIPTION	LOW VALUE	HIGH VALUE
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 3D7KS28T89G529143	\$2,000.00	\$2,500.00
72	Bruns 205 4-wheel grain wagon, w/ automotive steering, 315/80R22.5 tires, 8 bolt hubs, SN 113221	\$3,000.00	\$4,000.00
72a	Custom built 8' x 12' t/a tank trailer w/ pintle hitch, twa, plywood deck, 1650 gal. poly tank, chem handler mixer, hoses, banjo fittings.	\$2,500.00	\$3,000.00
73	Industrial Scale Ltd truck scale, 10'x90', w/ catwalks & railing, digital readout, 76,000kg capacity	\$25,000.00	\$40,000.00
74	Union 1 ton elec & hyd grain probe w/ remote control, vacuum sample collector, 3 cameras & monitor	\$7,000.00	\$10,000.00
75	2014 Wheatheart X160-125 auger, 16"x125', w/ PTO drive, hyd raise & lower, remote, reverse, hyd. drive wheels on hopper, SN WH15246	\$8,000.00	\$12,000.00
76	2009 Westfield MK130-111+ auger, 13"x111', w/ low profile hopper, hyd wheels on hopper, SN 209369	\$2,000.00	\$3,000.00
77	Westfield STX100-41 auger, 10"x41', self-contained transport w/ Vanguard 35HP V-2 ENG. hyd winch, SN 277088	\$5,000.00	\$7,000.00

BECKERLAND FARMS INC. APPRAISAL REPORT

ITEM	DESCRIPTION	LOW VALUE	HIGH VALUE
78	Land Master 12' land leveller w/ hyd lift, *needs 120HP tractor, SN CMW09406	\$2,500.00	\$3,000.00
79	3 Cattle oilers	\$3,000.00	\$3,600.00
80	Custom built 3-prong bale fork	\$600.00	\$800.00
81	Frontier pallet forks for FEL	\$1,000.00	\$1,500.00
		\$772,600.00	\$1,095,900.00
	<p>PLEASE NOTE; It is the Appraisers opinion that to achieve the best value for the six 67,810 bu. bins, (bin # W-67 to W-72) they should be sold as a package with the land. If sold seperately, the tear down, removal, transporting and resetup costs would be prohibative and make the bins valueless. The cost to dismantle the bins and transport to a new location and reassemble have been estimated at 75 cents to \$1.00 / bushel or \$50,800.00 to \$67,800.00 /per bin. Our estimated value of the bins if sold with the land would be;</p>		\$180,000.00
		\$772,600.00	\$1,275,900.00

BECKERLAND FARMS INC. APPRAISAL REPORT

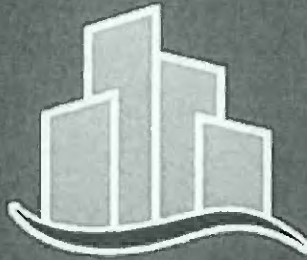
ITEM	DESCRIPTION	VALUE TO BE MOVED	VALUE AS A PACKAGE
	Equipment & Grain Bins Located at 1616 Highway No. 5 West in Canora SK		
82	Twister 60-12 117,820 bu grain bin C-1, w/ concrete floor, full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder, & bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, SN N/A	\$0.00	\$40,000.00
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	\$0.00	\$40,000.00
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	\$0.00	\$40,000.00
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	\$0.00	\$40,000.00
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	\$0.00	\$40,000.00
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	\$0.00	\$40,000.00
88	Twister 60-12 117,820 bu grain bin C-7, 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	\$0.00	\$40,000.00

BECKERLAND FARMS INC. APPRAISAL REPORT

ITEM	DESCRIPTION	VALUE TO BE MOVED	VALUE AS A PACKAGE
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	\$0.00	\$40,000.00
90	Neco Triple fan 2 burner grain dryer, 11 sections high, electric-powered, continuous flow, This unit is disassembled and has been sitting outside in the weather for approx. 8 years, but it appears the pieces are all there to make it functional, the condition of the internal parts and electrical is questionable due to weathering. Salvage value;	\$10,000.00	\$10,000.00
91	HSI Systems 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 and grain handling system is only partially completed, there are parts to the unit in the yard as per pictures, these parts have been sitting in the weather for a number of years and condition is questionable. There is much work needed to make this grain handling system functional. Salvage value;	\$5,000.00	\$5,000.00
92	Truck scale, 12'x110' w/ catwalks on each side, ramps up to scale, digital read-out, scale mounted on cement pylons w/ underslung unload conveyor, unload conveyor not functional at this time.	\$30,000.00	\$70,000.00
93	Metal-clad office building, Dryer shack, 16'x38', metal clad, wood construction, w/ 2x8 construction, bathroom & shower, bedroom w/ 1 bed, lunch area w/ stove, fridge, toaster, coffee pot, table, 2 chairs, couch, loveseat, insulated, wired & heated, on steel skid	\$40,000.00	\$40,000.00
94	Metal-clad Electronics building, 16'x24', w/ electrical components, on steel skid	\$8,000.00	\$8,000.00

BECKERLAND FARMS INC. APPRAISAL REPORT

ITEM	DESCRIPTION	VALUE TO BE MOVED	VALUE AS A PACKAGE
95	19.99 acres of land Located in the town of Canora SK, Blk/Par A Plan No 102173701	\$40,000.00	\$40,000.00
		\$133,000.00	
	<p>PLEASE NOTE: It is the Appraisers opinion that to achieve the best value for these bins and the other equipment at the Canora site, they should be sold as a package including the land. If sold separately, the tear down, removal, transporting and resetup costs would be prohibative and make the bins & equipment virtually valueless. The cost to dismantle the bins and transport to a new location and reassemble have been estimated at 75 cents to \$1.00 / bushel or \$88,350.00 to \$117,800.00 /per bin. The value of the bins and equipment is lessened as well because the installation of the grain handling system has not been completed. The cost to complete has been estimated at \$300,000.00 to \$1,000,000.00. There is damage to the aeration floors in some of the bins. The location of the site, within town limits as opposed to on agricultural land, presents an issue as well. The buyer of the property must follow Town & Engineering protocol to complete the grain handling system thus adding extra cost to the project. There is also a limited market for these assets. Our estimate of the above listed assets to be sold as a package is;</p>		\$493,000.00



THIS IS EXHIBIT "S" REFERRED TO
IN THE AFFIDAVIT OF JENNIFER KOH
SWORN BEFORE ME AT THE CITY OF
VANCOUVER, IN THE PROVINCE OF
BRITISH COLUMBIA
THIS 27 DAY OF June, 2019.

Adam Bork
A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA
My appointment expires N/A
OR being a solicitor.

BRUNSDON LAWREK & ASSOCIATES

REAL ESTATE APPRAISALS AND ADVISORY SERVICES

Current Market Value Appraisal Report

1616 Highway 5

Canora, Saskatchewan

Prepared By:

Rosanne Wood, B.A., CRA, P.App
Peter Lawrek, B.A., AACI, P.App
Brunsdon Lawrek & Associates
2126 Rose Street
Regina, Saskatchewan S4P 2A4

File No. C19-0027

Prepared For:

Business Development Bank of Canada
5, Pl. Ville Marie, Ste. 100
H3B 2G2



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March 15, 2019

Business Development Bank of Canada
5 Pl. Ville Marie, Ste. 100
Montreal, Quebec, Canada
H3B 2G2

Attention: Ms. Jennifer Koh

Dear Madam:

RE: Appraisal Report
1616 Highway 5, Canora, Saskatchewan

In accordance with your instructions, we have prepared an appraisal report of the above property. The purpose of the appraisal is to estimate the market value as herein defined, of the property as at March 15, 2019 and to provide a forced liquidation value assuming a market exposure of 12 months.

The date of inspection was February 1, 2019. The intended use of this report is for power of sale / foreclosure purposes. The client and the intended user of this appraisal is BDC, Business Development Bank of Canada. All other uses and users are denied.

Rosanne Wood personally inspected the property and we have analyzed all available information considered pertinent. Based on this inspection and analysis the market value as at March 15, 2019 is estimated to be:

Five Hundred and Sixty-Seven Thousand (\$567,000) Dollars

The report which follows outlines the market data collected and analyzed and appraisal methods employed.

Note:

- 1) **This report is an amendment to our appraisal report dated February 6, 2019. It is a correction to a mathematical error on page 28 of the original report.**
- 2) This report is based on the extraordinary assumption that information regarding the grain bins is accurate with regard to their condition, size and age.
- 3) This appraisal is based on the subject land and 8 grain bins only. This appraisal excludes all other buildings and equipment/machinery on site. An appraisal of the subject as it actually is may yield a different value.