COURT FILE NUMBER

Q.B. 915 of 2019

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

JUDICIAL

SASKATOON

CENTRE

IN THE MATTER OF THE RECEIVERSHIP OF BECKERLAND FARMS INC.

AFFIDAVIT OF SHELBY BRAUN

I, Shelby Braun, of the City of Saskatoon, in the Province of Saskatchewan, MAKE OATH AND SAY (or AFFIRM):

- 1. I am a legal assistant employed by McDougall Gauley LLP ("MG") in Saskatoon, and as such I have personal knowledge of the facts and matters herein deposed to, except where otherwise stated and where so stated I verily believe the same to be true.
- 2. MG has been retained by the Applicant, Business Development Bank of Canada ("BDC"), to act on their behalf in relation to certain matters concerning the Respondent Beckerland Farms Inc. ("Beckerland").
- 3. I verily believe that an individual by the name of Gail Sletten did, on behalf of Mr. Wayne Rusnak, Q.C., serve MG with an Affidavit of Tyson Becker (the "Affidavit of Becker") in support of Beckerland's court application pursuant to section 58 of *The Saskatchewan Farm Security Act*, SS 1988-89, C S-17.1 on December 5, 2018.
- 4. Attached hereto and marked as Exhibit "A" is a copy of the email attacjomg the Affidavit of Becker.
- 5. Attached hereto and marked as Exhibit "B" is a copy of the Affidavit of Becker.

6. I swear this affidavit in support of the application that is presently before the Court.

SWORN BEFORE ME at the City of Saskatoon, in the Province of Saskatchewan, this 5 th day of July, 2019.))) SHELBY BRAUN
A COMMISSIONER FOR OATHS in and it	for
the Province of Saskatchewan,	
My Commission expires:	_,
OR Being a Solicitor	

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

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 / Fax number:

(306) 665-5417 / (306) 652-1323

Email address:

isutherland@mcdougallgauley.com

Fedoroff, Paul

From:

Gail Sletten < Gail@rbkrlaw.com>

Sent:

December-05-18 1:49 PM

To:

SUTHERLAND, Ian

Subject:

Beckerland Farms Inc. and Business Development Bank of Canada

Attachments:

Letter (62).pdf; Affidavit of Tyson Becker.pdf; Exhibit A (2).pdf; Exhibit B.pdf; Exhibit C.pdf; Exhibit E.pdf; Exhibit F.pdf; Acknowledgement of Service (11).pdf

Dear Mr. Sutherland:

See attached letter dated December 5th, 2018.

Yours truly,

Gail Sletten
Secretary to Wayne M. Rusnak, Q.C.
Rusnak Balacko Kachur Rusnak
P O Box 1148, 7 Broadway Street E
Yorkton, SK S3N 2X3
(306) 783-8523 Ext 1 Phone
(306) 783-8668 Fax

THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF SHELBY BRAUN MADE IN THIS ACTION AND SWORN BEFORE ME THIS 5TH DAY OF JULY 2019.

A COMMISSIONER FOR OATHS for the Province of Saskatchewan Being a Solicitor

CONFIDENTIALITY NOTICE: This email contains confidential information which is legally privileged. The information is intended only for the use of the named recipient. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or other action concering the content of this email or any attachments hereto, except by direct delivery to the intended recipient is strictly prohibited. If you have received this transmission in error, please notify us by telephone immediately.

THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF SHELBY BRAUN MADE IN THIS ACTION AND SWORN BEFORE ME

THIS 5TH DAY OF JULY, 2019.

COURT FILE

NUMBER:

Q.B. NO. 241 of 2018

A COMMISSIONER FOR OATHS for the Province of Saskatchewan Being a Solicitor

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE: YORKTON

APPLICANT:

BECKERLAND FARMS INC.

RESPONDENT:

BUSINESS DEVELOPMENT BANK OF CANADA

AFFIDAVIT OF TYSON BECKER

I, TYSON BECKER, of the City of Yorkton, in the Province of Saskatchewan, MAKE OATH AND SAY:

- 1. I am the President of BECKERLAND FARMS INC., and as such have personal knowledge of the matters and facts herein deposed to except where stated to be on information and belief and where so stated, I verily believe the same to be true.
- That on the 11th day of September 2018, I personally attended to a 2. mediation session in Saskatoon with the Applicant, BDC and a representative of the Farm Land Security Board. As a consequence of the meeting, I agreed to provide BDC with a current updated equipment list and a Statutory Declaration of personal finances. In addition, I provided a Consent Judgment in favour of BDC which are set forth as Exhibit "A" to this my Affidavit.
- 3. That throughout the period of the Forbearance Agreement, I have attempted to arrange for the sale of the Canora assets and the Wroxton assets. The first formal offer I received was an offer from Flaman Sales Ltd. dated July 10th, 2018, a copy of which is attached as Exhibit "B". To the best of my knowledge this offer was never formally rejected by BDC. However, at the mediation session, it was my understanding

that BDC was going to arrange their own independent formal appraisal of the assets. I was agreeable with the foregoing proposal.

- 4. That on or about the 29th day of June, 2018, I received an independent appraisal report from Ritchie Bros. Auctioneers (Canada) Ltd. which was requested by BDC in order to determine the value of the assets at the Wroxton and Canora grain storage facility locations. This information was provided to BDC on the 11th day of July, 2018 and is referred to in the Offer to Purchase originally made by Flaman Sales Ltd. in their offer identified as Exhibit "B" to this my Affidavit.
- 5. On the 14th of September, 2018, I consented to the Order attached as Exhibit "C" to this my Affidavit as discussed at mediation.
- 6. On or about 11th day of October, 2018, I was served with a Notice of Possession of Implement pursuant to Section 57 of *The Saskatchewan Farm Security Act.*
- 7. That on or about the 1st day of November, 2018, I filed with the Court of Queen's Bench at the Judicial Centre of Yorkton, an Application for Hearing which is set forth as Exhibit "D" to this my Affidavit.
- 8. That as a result of the wet weather in September and October, 2018, I was approached by Wroxton and area farmers to dry grain. The storage facilities that I have at Wroxton total 750,000 bushels and I have a commercial grain dryer at the storage facility premises located on the N.E. 29-26-31 W2nd. The equipment including tractors, loaders, augers and trucks are needed to effect the grain drying process and if they grain is not dried, the farmers can sustain damages in excess of \$4,000,000.00 because of this seizure.
- 9. That at the current time I have completed approximately 65% of the drying

and anticipate having the balance of drying completed by February 15th, 2019. However, this is dependent upon weather conditions as I cannot dry grain if the weather gets below -20 degrees Celsius.

- 10. With respect to the assets located at the Canora facilities, the same have not been used during the 2018 crop year and I have no objection to the Applicant taking possession of the equipment relative to that storage facility located at Canora, including the unassembled grain dryer.
- 11. That on or about the 27th day of November 2018, I received a second offer from Flaman Sales Ltd. and I accepted that offer and forwarded a copy of it to the solicitors for the Applicant identified as Exhibit "E". Since that date, I have been asked to co-operate by allowing the Applicant to have the appraisal completed that was contemplated at the mediation on September 11th, 2018.
- By letter sent via e-mail dated the 28th day of November, 2018, identified as Exhibit "F", I provided BDC with my cell number so that I could be contacted directly and I am prepared to co-operate with the Applicant's appraiser.
- 13. The Applicant has until December 10th, 2018 to consider the offer of Flaman Sales Ltd. identified as Exhibit "E" and I anticipate receiving correspondence from BDC with respect to that offer as soon as BDC completes their own appraisal of the Wroxton storage facility.
- 14. Given my efforts and the significant damages that will be sustained by the various farmers who engage me to dry their grain, I request that the Court adjourn this matter to a date in mid-February, 2019. I believe that the only reason the offer of July, 2018 or the current offer of November, 2018 hasn't been acted upon by BDC is due to the fact that they have not yet been able to obtain their own independent appraisal.

SWORN before me at the City)	
of Yorkton, in the Province)	
of Saskatchewan, this)	
day of December, 2018.)	TYSON BECKER

A Commissioner for Oaths for the Province of Saskatchewan My commission expires

sworn before me at the City of Yorkton, in the Province of Saskatchewan, this day of December, 2018

TYSON BECKER

A Colomissioner for Oaths for the Province of Saskatchewan My commission expires

PC

THAS IS EXHUSIVE "A " REFERRED

TUSAL BENKER

TYSON DECKER

DETOF DECEMBER

A COMMISSIONER FOR GATHS IN AND FOR SASKATCHEWAN MY COMMISSION EXPIRES:

OR BEING A SOLICITOR

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 Prevince of Saskatchewan, this ____ day

-dune, 2016.

Per

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

This Consent to Judgment was delivered by:

McDeugall 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

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

STATUTORY DECLARATION

I, TYSON STEVEN BECKER, of the District of Yorkton, in the Province of Saskatchewan, DO SOLEMNLY DECLARE AS FOLLOWS:

FINANCIAL STATEMENT

TYSON BECKER

	Asset	Value
1	One-half section	\$400,000.00
2	House	\$600,00.00
3	Lot adjacent to house	\$50,000.00
4	Equipment – Vehicle – 1 ton Dodge	\$40,000.00
5	Equipment - Tyson Steven Becker -Lawn mower -Golf cart -Snow machine	\$14,000.00 \$1,000.00 \$8,000.00 to \$10,000.00

CREDITORS - TYSON STEVEN BECKER

1	BDC	\$500,000.00
2	Flaman	500,000.00
3	C.C.G.A.	100,000.00
4	Royal Bank – farm mortgage	100,000.00
5	Royal Bank – house mortgage	530,000.00
6	ScotiaBank – truck	51,000.00
7	ScotiaBank - Line of Credit -	
	Guarantee	50,000.00
8	CRA	13,000.00
9	Credit Cards	29,500.00
10	Colleen Becker	256,000.00

EOUIPMENT LIST

Year	Description	Serial No.	Value	Owe
1993	Arnes 27' Tandem End Dump	2A9072726PA003700	15,000.00	
1986	Bourgault HP 1154 60' Harrow			
	Pak		4,000.00	
	Bruns 205 Wagon	113221	1,000.00	
	Cattle Handler System	•	5,500.00	
	Chev 60 Grain Truck		3,700.00	
2009	Dodge Ram 2500 Quad Cab	3D7KS28T89G529143	4,000.00	
	Farm King 6650 29' Disc	53987	29,000.00	43,700.00
	Grain Handler (part of yard)	1607HF012	35,000.00	part of yard
	Hay Rack		1,000.00	
2008	JD 0896 Auger Platform		25,000.00	12,000.00 (JD lease)
1983	ID 4650 Tractor	RW4650H003594	15,000.00	
2008	ID 4895 Windrower		25,000.00	12,000.00 (JD lease)
	ID 568 Round Baler	345117	35,000.00	7,500.00
2000	JD 7510 MFWD Tractor	RW7510R054066	57,000.00	57,000.00 (lease)
2003	Kenworth T-800	1XKDD49X43J968294	17,000.00	30,000.00 (lien)
2010	Lode King Tri-Axle Trailer	2LDHG4537AF050038	25,000.00	15,000.00 (lease)
2001	Manac 53' Tri-Axle Step Deck			
	Trailer	. 2M513161611079227	25,000.00	12,000.00 (lease)
2015	Precision 20' Equipment Trailer	2P9UT6242FP078386	4,500.00	3,000.00 (lease)
2016	Precision 30' GN Trailer	2P9FG9343GP078931	10,000.00	8,500.00 (lease)
	Trailer with Water Tank &		3,500.00	
	Mixer			
2013	Volvo VNL64T	4V4NC9KK6DN563499	40,000.00	8,000.00 (lease)
2009	Westfield 13" x 111' Auger	209369	3,500.00	
1996	Westward 3000 30' Swather	107973	1,500.00	
2014	Wheatheart 16" x 125' Auger	WH15246	25,000.00	
2013	Wheatheart 13" x 94' Auger	11822	18,000.00	

OFFER TO PURCHASE

TO: BECKERLAND FARMS INC.

(hereinafter called the "VENDOR")

THES IS EXHIBIT "B" REFERRED

TO IN THE AFFIDAVIT OF

TYSON BECKER

SWORM BEFORE ALL

CAT OF DECEMBER

A COMMISSIONER FOR CATHS IN
AND FOR SASKATCHEWAN

AND FOR SASKATCHEWAN

MY GOMMISSION EXPIRES:

OR BEING A SOLICITOR

I, FLAMAN SALES LTD., of Saskatoon, in the Province of Saskatchewan, (hereinafter called the "PURCHASER") hereby offer to purchase the lands and premises set forth in Schedule "A" hereto (hereinafter called the "said lands") and equipment set forth in Schedule "B", subject to the reservations and exceptions appearing in the existing Certificate of Title, free and clear of all encumbrances, except such encumbrances as are expressly agreed to be assumed by the Purchaser, on the following terms and conditions, namely:

- 1. THAT any mineral rights that are currently included on the title to the said lands ARE/ARE NOT included in the said purchase and ARE/ARE NOT part of the definition of said lands when used herein.
- 2. THAT the purchase price shall be ONE MILLION SIX HUNDRED SIXTY-FOUR THOUSAND and 00/100 (\$1,664,000.00) DOLLARS, in lawful money of Canada.
- 3. THAT the said purchase price shall be paid as follows:
 - (a) The sum of \$350,000.00, as a deposit, on or before August 10th, 2018 to be credited to the purchase price, upon the acceptance of this Offer by the Vendor.
 - (b) The balance of \$1,314,000.00, on or before November 10th, 2018 the date of possession set forth herein.
- 4. THAT the sums payable pursuant to paragraph 3 above shall be paid to the Vendor's/Purchaser's solicitors, and shall be held in trust by the said solicitors on

the Vendor's behalf until such time as possession of the said lands has been granted to the Purchaser and title to the said lands has been transferred into the name of the Purchaser, free and clear of all encumbrances.

- 5. THAT subject to the fulfilment of the conditions, if any, set out in paragraph 7 below, if the Purchaser fails to complete the sale then the Vendor may, at his option, cancel this agreement and retain the said deposit as liquidated damages, and not as a penalty (and pursue any other remedies that the Vendor may have at law).
- 6. THAT vacant possession of the said lands and equipment is to be given to the Purchaser on or before the 10th day of November, 2018, subject to the following tenancy (grain storage tenants). All personal property that is presently stored on the said lands and is not being sold to the Purchaser shall be removed by the Vendor on or before the 10th day of November, 2018.
- 7. THAT this Offer is subject to the following conditions:
 - Tyson Steven Becker pays the sum of \$100,000.00 on or before November 10th, 2018 to Business Development Bank of Canada as settlement in full of all obligations owing by Tyson Steven Becker and Tyland Management Group Inc. to Business Development Bank of Canada.

In the event that all of the conditions have not been satisfied, fulfilled, performed or waived in writing by the Purchaser by the date specified, then this agreement shall, at the Purchaser's option, be null and void and the entire deposit, without interest or deduction, shall be returned to the Purchaser.

- 8. THAT the Purchaser agrees to pay interest to the Vendor at the rate of NIL% per annum on any portion of the purchase price not received by the Vendor or the Vendor's solicitors on or before the possession date. Interest shall be calculated from the later of the possession date or the date of receipt by the Purchaser's solicitor of a registerable Transfer Authorization until the date that the entire purchase price is paid.
- 9. THAT the Vendor shall pay all costs of discharging any existing mortgage or other encumbrances against the said lands not being assumed by the Purchaser.
- 10. THAT the Vendor shall pay all of the property taxes and assessments levied against the said lands up to and including the 30th day of December, 2017, and the Purchaser will pay all of the property taxes and assessments levied against the said lands thereafter.
- 11. THAT adjustments regarding rents, insurance, utilities, and other incoming and outgoing expense or revenue relating directly to the said lands shall be made as at possession date.
- 12. THAT the Vendor shall maintain fire insurance coverage until the earlier of the possession date or the date that possession is given to the Purchaser and the said lands and buildings and structures situated thereon shall be at the risk of the Vendor until possession is granted. Upon the earlier of the possession date, or the date that possession is granted to the Purchaser, the Purchaser shall place and maintain fire insurance coverage at the Purchaser's expense effective immediately. Insurance coverage shall be in an amount at least equal to that

portion of the purchase price remaining to be paid to the Vendor. In the event of any loss occurring before payment of the entire purchase price to the Vendor, payment of insurance proceeds shall be paid first to the Vendor on account of the unpaid purchase price and second to the Purchaser as the Purchaser's interest may appear.

- 13. THAT there shall be included in the purchase all buildings and structures presently situated upon the said lands, whether affixed or otherwise, including the following:

 See attached appraisal.
- **14.** THAT the said purchase price shall be allocated as follows:

Surface Parcel #141199296
Reference Land Description:
NE Sec 29 Twp 26 Rge 31 W1
Extension 0 as described on Certificate of Title 85Y03106

\$ 140,000.00

Blk/Par A Plan No 102173701

\$ 10,000.00

Equipment set forth in Schedule "B"

\$1,514.000.00

- 15. THAT the Vendor and the Purchaser shall share equally all legal fees and disbursements involved in the preparation of the within agreement. Thereafter, each party shall pay their own lawyer. The Purchaser shall pay all Information Services Corporation of Saskatchewan fees to register the said lands into the Purchaser's name.
- 16. THAT the Vendor hereby represents that all buildings and structures are situated totally within the boundaries of the said lands and do not encroach onto any other

lands adjacent to the said lands and that the buildings, structures and property and their use comply with zoning and building bylaws and the fire and building codes of or adopted by the Municipality in which the said lands are situated.

- 17. THAT there are no other representations, warranties, guarantees, promises or agreements of any kind other than those contained in this agreement and the Purchaser agrees to purchase the said lands as they stand at the price and on the terms and subject to the conditions in this agreement.
- 18. THAT the Purchaser confirms that Flaman Sales Ltd. is a Goods and Services Tax registrant and will self-assess with respect to GST on this transaction. The GST Registration Number is: 101817161RT-0002.
- **19.** THAT TIME shall be of the essence of this agreement.
- 20. THAT this Offer is irrevocable by the Purchaser and open to acceptance by the Vendor to the 10th day of July, 2018. If this Offer is not accepted by the Vendor by that time this Offer shall be null and void and the said deposit shall forthwith be returned to the Purchaser, without interest or deduction. Business Development Bank of Canada shall have until July 20th, 2018 to accept.
- 21. THAT upon the acceptance of this offer by the Vendor within the time prescribed above, this offer and acceptance shall constitute a contract of purchase and sale and be binding upon the Vendor and the Purchaser and their respective heirs, executors, successors, administrators and assigns.
- 22. Wherever the singular number and masculine gender, respectively, are used throughout this Agreement, the same shall be construed as meaning and

including the plural or the feminine or neuter gender, respectively, if the context so requires.

23. THAT all parties agree that the reproduction of signatures by way of facsimille or e-mail will be treated as though such reproduction were executed originals and each party undertakes to provide the other with a copy of this Agreement or any other documentation so signed bearing original signatures within a reasonable time after execution of same and that the execution in counterpart by the parties hereto shall be considered execution of the same document by all parties.

FLAMAN SALES J

PER:

Don Flaman

ACCEPTANCE

WE accept the above Offer to Purchase and the terms and conditions set forth therein and covenant to carry out the sale on the terms and conditions set out in the said Offer.

WE certify that we are residents of Canada as defined under the provisions of the *Income Tax Act*.

IN WITNESS WHEREOF BECKERLAND FARMS INC. has caused its corporate seal to be hereunto affixed, attested by the signatures of its proper officers in that behalf this $\cancel{10}$ day of July, 2018.



BECKERLAND FARMS INC.

Tyson Becker

SCHEDULE "A"

Surface Parcel #141199296
Reference Land Description:
NE Sec 29 Twp 26 Rge 31 W1
Extension 0 as described on Certificate
of Title 85Y03106

Blk/Par A Plan No 102173701

SCHEDULE "B"

APPRAISAL REPORT

Beckerland Farms Ltd.



Ritchie Bros. Auctioneers (Canada) Ltd. 9500 Glenlyon Parkway Burnaby, BC Canada v5j 0c6

June 29, 2018

Bus +1.778.331.5500 / Fax +1.778.331.5500 rbauction.com

Beckerland Farms Ltd. PO Box 1264 Stn Del.Centre Yorkton, SK S3N 2X3 Attention: Tyson Becker

Dear Mr. Becker.

We have appraised the equipment listed on Schedule "A" enclosed herewith. This equipment, as available, was viewed on or about February 2018.

The values described are those which we feel would be achieved at unreserved public auction based on the following assumptions:

- (a) the auction would be conducted within 45 days of the date of this letter;
- (b) all equipment is marketable, free and clear of any encumbrances.
- (c) all stationary or fixed items are valued as "removed". The values expressed are for the components only, and no value has been attributed for installation and assembly, or for any attached land, leases, permits, or infrastructure.

Although we have attempted to appraise each and every item, we cannot guarantee the value of any particular item or group of items and this appraisal cannot be considered a guarantee of same.

Based on the foregoing, we believe the entire package of equipment as per the attached schedule would sell at unreserved public auction in the range of \$2,338,800 CAD.

Our methodology for valuation utilizes a sales comparison approach (also referred to as Market Approach). We compare similar equipment from historical auction sales utilizing the most current examples available. We then factor in the particular information gathered from the field inspection with respect to usage, attachments, options, and condition. Our resources include the following components:

- (a) an electronic database of historical auction results.
- (b) the many years of personal experience that our representatives have accumulated from a wide variety of industries over the past 50 years that Ritchie Bros. Auctioneers has been conducting unreserved auctions.
- (c) our knowledge of world economic conditions and pricing of new equipment models currently being sold at dealerships and elsewhere.

Company Profile

Ritchie Bros. Auctioneers held its first unreserved auction in 1958 and its first unreserved industrial equipment auction in 1963.

While our core business for the past 50 years has been in marketing and conducting unreserved auction sales of equipment, an integral part of our business is evaluation of that equipment. Approximately 30% of our auction business is consignments that involve either a guarantee or an outright purchase by Ritchie Bros. Auctioneers.

Our success in these types of transactions is tied to our ability to accurately predict the auction values of the equipment involved. By combining the information in our proprietary appraisal and auction history database with our knowledge of major equipment deals around the world, we have a proven track record of valuing equipment coming onto the market.

Ritchie Bros. Auctioneers is publicly traded on the New York stock exchange and the Toronto stock exchange under the symbol RBA.

Should you wish to discuss the potential disposal of this equipment, or any part thereof; our sales division would be pleased to provide a custom tailored, personalized auction proposal; which would include one or more of the following options:

- (a) a straight commission fee based on the quantity of equipment you wish to sell, or
- (b) a guarantee of an assured minimum price that you will receive for your package of equipment, plus participation in proceeds over the guaranteed minimum amount, or
- (c) an outright offer to purchase your complete package of equipment.

The fee for this appraisal is not contingent upon the values reported and does not cover further expenses relating to attendance at hearings, judicial or otherwise, although such attendance may be available at our standard rates.

This appraisal may not be used other than by the addressee nor transmitted in whole or in part to any other person without the express written authority of Ritchie Bros. Auctioneers.

Yours very truly,

RITCHIE BROS. AUCTIONEERS

/ Jordan Clark

Sales Director, Agriculture - Western Canada

Encl.

TOTAL APPRAISAL VALUE

\$2,338,800 CAD

1

20 FT X 24 FT FIELD OFFICE C/W: kitchen, bathroom, bdrm

Condition: Good

Appraisal Value: \$21,000.00



2

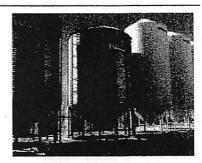
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #26, no aeration, bin full indicator, man hole, has

damage to upright

Appraisal Value: \$14,500.00



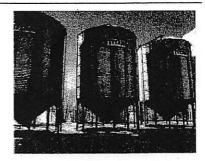
3

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #27, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



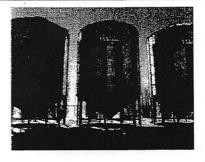
4

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #28, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



The attached letter provides an integral part of this appraisal.

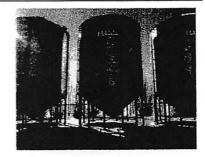
5

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #29, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



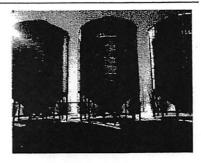
6

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #30, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



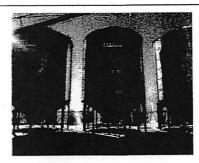
7

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #31, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



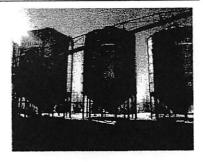
8

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #32, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



The attached letter provides an integral part of this appraisal.

9

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #33, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



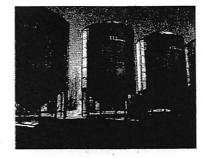
10

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #34, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



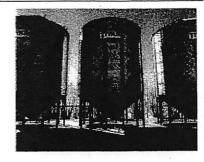
11

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #35, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



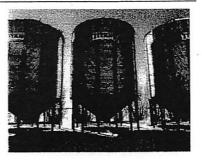
12

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #36, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



The attached letter provides an integral part of this appraisal.

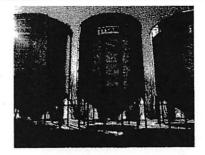
13

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #37, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



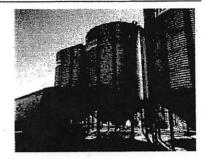
14

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #38, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



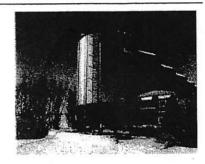
15

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #39, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



16

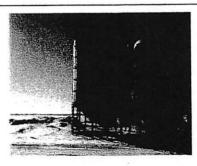
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #53, no aeration, bin full indicator, man hole, sheets

rusting

Appraisal Value: \$12,000.00



The attached letter provides an integral part of this appraisal.

17

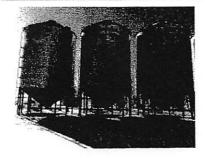
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #52, no aeration, bin full indicator, man hole, sheets

rusting

Appraisal Value: \$12,000.00



18

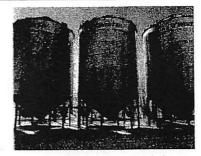
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #51, no aeration, bin full indicator, man hole, sheets

rusting

Appraisal Value: \$12,000.00



19

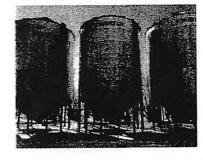
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #50, no aeration, bin full indicator, man hole, sheets

rusting

Appraisal Value: \$12,000.00



20

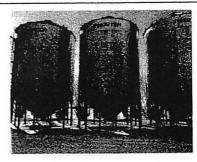
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #49, no aeration, bin full indicator, man hole, sheets

rusting

Appraisal Value: \$12,000.00



The attached letter provides an integral part of this appraisal.

21

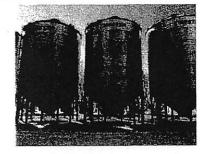
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #48, no aeration, bin full indicator, man hole, sheets

rusting

Appraisal Value: \$12,000.00



22

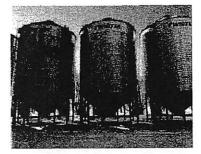
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #47, no aeration, bin full indicator, man hole, sheets

rustina

Appraisal Value: \$12,000.00



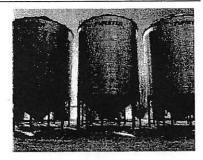
23

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #46, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



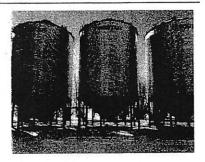
24

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #45, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



The attached letter provides an integral part of this appraisal.

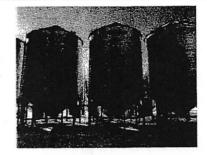
25

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #44, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



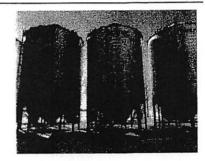
26

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #43, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



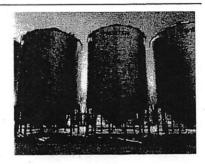
27

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #42, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



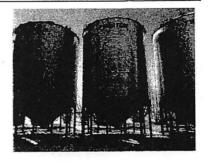
28

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #41, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



The attached letter provides an integral part of this appraisal.

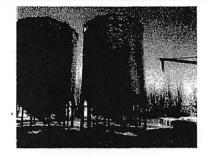
29

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #40, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



30

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

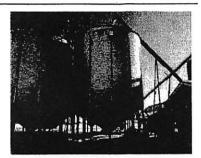
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #25, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$11,000.00



31

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

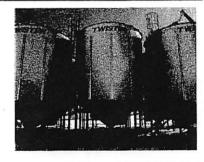
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #24, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$11,000.00



32

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

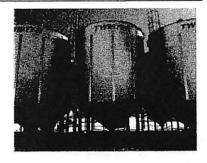
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #23, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$11,000.00



The attached letter provides an integral part of this appraisal.

33

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

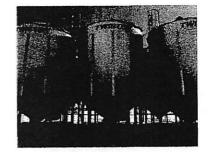
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #22, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$11,000.00



34

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

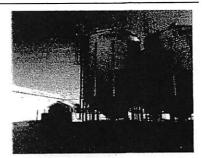
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #21, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$11,000.00



35

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

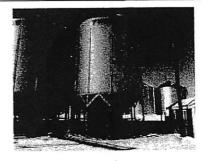
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Fair

Additional Notes: Bin #20, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$10,000.00



36

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

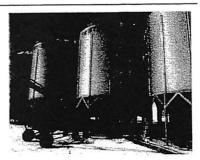
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Fair

Additional Notes: Bin #19, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$10,000.00



The attached letter provides an integral part of this appraisal.

37

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

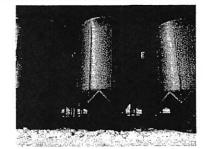
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Fair

Additional Notes: Bin #18, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$10,000.00



38

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

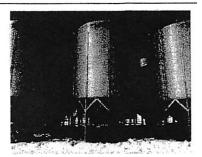
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Fair

Additional Notes: Bin #17, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$10,000.00



39

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Fair

Additional Notes: Bin #16, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$10,000.00



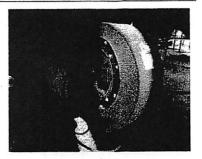
40

FLAMAN FC 16-7-1-1 7 HP AERATION FAN

S/N: 200917493 Condition: Fair

Additional Notes: sgl ph, remove from 5400 bu

Appraisal Value: \$1,100.00



The attached letter provides an integral part of this appraisal.

41

FLAMAN FC 16-7-1-1 7 HP AERATION FAN

S/N: 200917485 Condition: Fair

Additional Notes: sgl ph, remove from 5400 bu

Appraisal Value: \$1,100.00



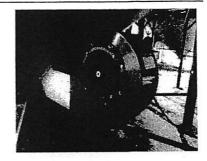
42

FLAMAN FC 16-7-1-1 7 HP AERATION FAN

S/N: 200917302 Condition: Fair

Additional Notes: sgl ph, remove from 5400 bu

Appraisal Value: \$1,100.00



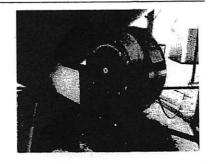
43

FLAMAN FC 16-7-1-1 7 HP AERATION FAN

S/N: 2009017495 Condition: Fair

Additional Notes: sgl ph, remove from 5400 bu

Appraisal Value: \$1,100.00

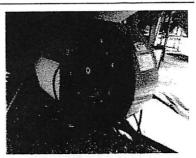


44

FLAMAN FC 15-5-1-1 5 HP AERATION FAN

S/N: 200715343 Condition: Fair

Additional Notes: sgl ph Appraisal Value: \$900.00



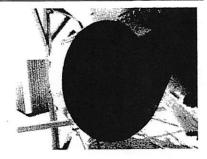
The attached letter provides an integral part of this appraisal.

45

FLAMAN 40501 5 HP AERATION FAN

S/N: FC7277 Condition: Fair

Additional Notes: sgl ph Appraisal Value: \$900.00

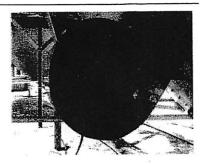


46

FLAMAN 40501 5 HP AERATION FAN

S/N: FC7286 Condition: Fair

Additional Notes: sgl ph Appraisal Value: \$900.00

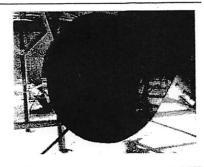


47

FLAMAN 40501 5 HP AERATION FAN

S/N: FC7281 Condition: Fair

Additional Notes: sgl ph Appraisal Value: \$900.00

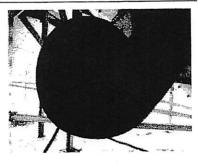


48

FLAMAN 40531 5 HP AERATION FAN

S/N: FC5358 Condition: Fair

Additional Notes: sgl ph Appraisal Value: \$900.00



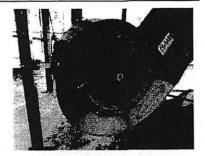
The attached letter provides an integral part of this appraisal.

49

FLAMAN 40531 5 HP AERATION FAN

S/N: FC5343 Condition: Fair

Additional Notes: sgl ph Appraisal Value: \$900.00



50

SK/RM OF CALDER PNE 29-26-31 W1 140 +/- ACRES ON TITLEBIN YARD & FARMLAND

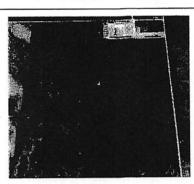
C/W: 20 +/- acre yard site, 60x160 shop, 60x100 ft shop, office space, propane heat, floor drains, 60x60 ft cold storage, (2) 30 ft bi-fold doors, 14x14 ft roll up door, man doors, 80x200 ft pole shed, 14x14 ft roll up door, 30 ft bi-fold door (not attached to building), (6) Westeel 67,000 +/- bu grain bins, on cement, aeration, u trough, power sweep, ladder, roof vents, OPI cable, (2) Flaman 10 hp aeration fans, (4) Brock 10 hp aeration fans, 12x16 ft electrical shed, 110 ft scale (Cert until 2019), Union Iron Grade Probe, 6x10 ft scale shack, 4x4 ft out house, 8x14 ft power shack, 8x14 ft dryer shack, 8x20 ft container, (2) 640v elec services, (4) Superior propane tanks

Condition: Very Good

Additional Notes: aeration fans sgl ph, sell all hopper bins separate, fert

bins not included

Appraisal Value: \$1,000,000.00



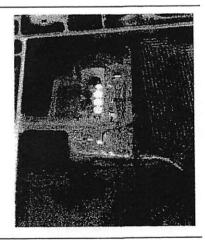
51

SK/RM OF CALDER PSE 25-30-04 W2 20 +/- ACRES ON TITLEHWY 5 WEST OF BIN YARD

C/W: 16x32 ft main office, 16x24 electrical shack, Superior 110 ft scale (Cert until 2019), unused Neco D24210 grain dryer, HSI grain leg for overhead bu loading (not complete), (8) Twister 117,000 +/- bu grain bins, on cement, floor aeration, power sweep, roof vents, OPI cables, (16) Caldwell 10 hp aeration fans, 3 ph, 2 drags, 8 bin unloads, 2 transition augers, over head temp unload augers

Additional Notes: no natural gas, all bin unloads do not function correct, can only load bins with swing augers, fully automated when in working condition, was built initially for yard and gathering facility, ran out of finance before completion

Appraisal Value: \$825,000.00



The attached letter provides an integral part of this appraisal.

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Auctioneers

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More ways than ever to sell and list equipment when, where and how you want.

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Whatever your needs are:



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Unreserved onsite auctions



Weekly online auctions



Reserved online marketplace

More Ways We Deliver

\$4.5 Billion

in gross transactional value

417

unreserved onsite auctions with online bidding

78

weekly online auctions

40+

auction locations in 12 countries

4.4M +

average monthly website visitors

3.3 M

registered website users

170K+

buyers

•	•	·	THIS IS EXHIBIT REFERRE
			to in the affidavit of
	,£		TYSON BECKER
		•	SWIDEN EEFORE ME TIME 4
and survey of the con-		Form 10-3	DAT OF DECEMBER BY
•		(Rule 10-3)	
٠.		AD 484 .400.00	A COMMISSIONER FOR OATHS I
•	COURT FILE NUMBER	QB 151 of 2018	AND FOR SASKATCHEWAN MY COMMISSION EXPIRES: •
-	COURT	QUEEN'S BENCH FOR SASK	ATCHEWANNE A SOLICITOR
•	JUDICIAL CENTRE	YORKTON	
<u>.</u>	PLAINTIFF/		,
	APPLICANT	BUSINESS DEVELOPMENT B	ANK OF CANADA
	DEFENDANTS	•	and the state of t
	RESPONDENTS	BECKERLAND FARMS INC., T	YSON STEVEN BECKER GROUP INC.
	:	orde <u>r</u>	
•	مل غر مراد	<u>,</u>	· :
•	Order made this	day of September	,2018.
•			: ·
•	Before	the	Henourable
·	·	D. J. Brown	
•			in chambers the
	day of	September	_ , 2018.
			•
	On the application of Jo	orden Richards, lawyer on behai	f of the Applicant, Business
		nada; on hearing and on reading	
:			nia usasa oi whistencu suo
	Attidavit of Lawrence Les	, and Brief of Law, all filed:	
		•	
	The Court orders:	and the second s	
	1. The Statement of	Dafence of Beckerland Farms in	n Turan Shumu Backer and
		· · · · · · · · · · · · · · · · · · ·	
	i yrang manageme	nt Group Inc. be struck in its entire	ety .
	•		•
•	2. Business Davelop	ment Bank of Canada is grante	d an award of solicitor and
	client costs of this		
•	amount comm on fille	· pparacos e.	
•	ISSUED at Yorkton, Sask	atchewan, this <u>17 ^{+h}</u> day of	September
	2018.		

Y.D. ROHATYNSKY

of Local Registrer

FOLINGE EALACKO POACHED PUBLICAK

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

THIS Order in concerned to by BUSINESS DEVELOPMENT BANK OF CANADA, by its scilctors, McDougail Gauley LLP, this _14-Tay of September, 2018.

HCDOUGALL GALLEY LLP

lan A. Sünneteni, Scient für the



·			THIS IS EXHIBIT " REFERRE
			TO IN THE AFFIDAVIT OF
	i		TYSON BECKER
•		•	SWOOD EFORE ME THE S
Service of the servic		Form 10-3 (Rule 10-3)	DAY OF DECEMBER 20
	•	(Ruis 10-3)	A COMMISSIONER FOR CATHS IN
•	COURT FILE NUMBER	QB 151 of 2018	AND FOR SASKATCHEWAN MY COMMISSION EXPIRES:
-	COURT	QUEEN'S BENCH FOR SASKAT	CHEWAING A SOLICITOR
•	JUDICIAL CENTRE	YORKTON	
. .	PLAINTIFF/ APPLICANT	BUSINESS DEVELOPMENT BAI	NK OF CANADA
	DEFENDANTS/ RESPONDENTS	BECKERLAND FARMS INC., TY and TYLAND MANAGEMENT GR	SON STEVEN BECKER ROUP INC.
•		CRDER	
	Order made this	day of September	,2018.
• • • • • • • • • • • • • • • • • • • •	Before	the	Honourable
	mr. Justice	D. J. Brown	in chambers the
		September	, 2018.
	the section of the contract of the	orden Richards, lawyer on behalf	
ļ	Development Bank of Ca	nade; on hearing and on reading th	e Notice of Application and
	Affidavit of Lawrence Les	, and Brief of Law, all filed:	
. •			
	The Court orders:		
	1. The Statement of Defence of Beckerland Farms Inc., Tyson Staven Becker and		
	Tyland Manageme	nt Group Inc. be struck in its entiret	y
	2. Business Develop	ment Bank of Canada is granted	an award of solicitor and
	client costs of this	Application.	
	ISSUED at Yorkton, Saci	tatchewan, this 17 th day of 3	September

Y.D. ROHATYNSKY

of Local Registrer

THIS Order is consented to by BECKERLAND FARMS INC., TYSON STEVEN BECKER and TYLAND, MANAGEMENT GROUP INC., by its scriptors, Russisk Belacio Kachur Rusnak, this ________day of September, 2018.

RUBNAK BALACKO KACHEID RUBNAK

THIS Order is consented to by BUSINESS DEVELOPMENT BANK OF CANADA, by its solicitors, McDougail Gaussy LLP, this __in^Tany of September, 2018.

MCDOUZALL GALLEY LLP

lan A. Stitutional, Statistics for the



RUSNAK BALACKO KACHUR RUSNAK

Barristers & Solicitors

WAYNE M. RUSNAK, Q.C. RONALD J. BALACKO, Q.C. RANDY P. KACHUR, Q.C. DAVID K. RUSNAK, Q.C.

STANLEY G. KYBA, B.A., LL.B. (1934-2015)

ASSOCIATES:
SHANE B. WAGNER, IL.B.
JENNA L. NIEDZIELSKI, J.D.
RHIANNON F.L. REES, J.D., Collaborative Lawyer
ASHLEY K. DODD, J.D.
EMMETT T. RUFF, (Student-at-Law)

7 BROADWAY STREET EAST
P.O. BOX 1148
YORKTON, SK S3N 2X3
TELEPHONE: (306) 783-8523
FACSIMILE: (306) 783-8668
E-MAIL: wayne@rbkriaw.com

Our File: 74201

THIS IS EXHIBIT "D" REFERRED

A COMMISSIONER FOR OATHS IN

AND FOR SASKATCHEWAN MY COMMISSION EXPIRES:
OR BEING A SOLICITOR

TYSON BECKER

DAY OF DECEMBER

November 1st, 2018

Court of Queen's Bench 29 Darlington Street East YORKTON, Saskatchewan S3N OC2

ATTN: LOCAL REGISTRAR

Dear Madam:

RE: BECKERLAND FARMS INC.

and NOTICE OF POSSESSION OF IMPLEMENT, IN ANY OTHER CASE

As solicitors on behalf of Beckerland Farms Inc., enclosed for service is Part II – Application for Hearing After Notice of Possession signed by Tyson Becker, President of Beckerland Farms Inc. on the 31st day of October, 2018.

Yours truly,

RUSNAK BALACKO KACHUR RUSNAK

Per:

VAYNE M. RUSNAK, Q.C.

WMR/gs Encls.

Via Facsimile - (306) 786-1521

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 fo	ollows:				
(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 Interest Costs and other charges	\$ 4,740,000.00 \$556,961.47 n/a				
	Total indebtedness under the security agreement	\$ 5,296,961.47				
(c)	arrears owing under the security agreement as at: S	eptember 11, 2018				
	Principal and Interest Costs and other charges	\$ 5,296,961.47 n/a				
	Total arrears	\$ 5,296,961.47				
(d)	the interest rate: BDC's floating base rate plus 1.11, 2018, accrues at a rate of \$1,062.41 per day.	50% per annum, which as of September				
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					

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

Saskatoon, Saskatchewan

Attention: Ian Sutherland

S7H 0J6

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

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 Santha Your in the Province of Saskatchewan. I now reside at

1/67 YORK Facilithe Province of Saskatchewan.

Dated at AMCKEN in the Province of Saskatchewan, this 3 day of

ريج 201 ج

BECKERLAND FARMS INC.

(Farmer)

Tyson Becker President **OFFER TO PURCHASE**

(hereinafter called the "VENDOR")

BECKERLAND FARMS INC.

TO:

THE IS EXHIBIT TO REFERRED

TO IN THE AFFIDAVIS OF

TYSON DECEMBER

ENOUGH DEFOREMETHIS

A COMMISSIONER FOR OATHS IN

AND FOR SASKATCHEWAN

INV COMMISSION EXPIRES:

I, FLAMAN SALES LTD., of Saskatoon, in the Province of Saskatchewan, (hereinafter called the "PURCHASER") hereby offer to purchase the lands and premises set forth in Schedule "A" hereto (hereinafter called the "said lands") and equipment set forth in Schedules "B" and "C", subject to the reservations and exceptions appearing in the existing Certificate of Title, free and clear of all encumbrances, except such encumbrances as are expressly agreed to be assumed by the Purchaser, on the following terms and conditions, namely:

- THAT there are no mineral rights owned by the Vendor and ARE NOT part of the definition of said lands when used herein.
- 2. THAT the purchase price shall be ONE MILLION ONE HUNDRED FIFTY

 THOUSAND and 00/100 (\$1,150,000.00) DOLLARS, in lawful money of Canada.
- 3. THAT the said purchase price shall be paid as follows:
 - (a) The sum of \$100,000.00, as a deposit, on or before December 10th,2018 to be credited to the purchase price, upon the acceptance of this Offer by the Vendor.
 - (b) The balance of \$1,050,000.00, on or before December 31st, 2018 the date of possession set forth herein.
- 4. THAT the sums payable pursuant to paragraph 3 above shall be paid to the Vendor's/Purchaser's solicitors, and shall be held in trust by the said

solicitors on the Vendor's behalf until such time as possession of the said lands has been granted to the Purchaser and title to the said lands has been transferred into the name of the Purchaser, free and clear of all encumbrances.

- 5. THAT subject to the fulfilment of the conditions, if any, set out in paragraph 7 below, if the Purchaser fails to complete the sale then the Vendor may, at his option, cancel this agreement and retain the said deposit as liquidated damages, and not as a penalty (and pursue any other remedies that the Vendor may have at law).
- 6. THAT vacant possession of the said lands and equipment is to be given to the Purchaser on or before the 31st day of December, 2018, subject to the following tenancy (grain storage tenants). All personal property that is presently stored on the said lands and is not being sold to the Purchaser shall be removed by the Vendor on or before the 31st day of December, 2018.
- 7. THAT this Offer is subject to the following conditions:
 - (a) Tyson Steven Becker pays the sum of \$50,000.00 on or before

 December 31st, 2018 to Business Development Bank of Canada as settlement in full of all obligations owing by Tyson Steven Becker and Tyland Management Group Inc. to Business Development Bank of Canada.

In the event that all of the conditions have not been satisfied, fulfilled, performed or waived in writing by the Purchaser by the date specified, then this agreement shall, at the Purchaser's option, be null and void and the entire deposit, without interest or deduction, shall be returned to the Purchaser.

- 8. THAT the Purchaser agrees to pay interest to the Vendor at the rate of NIL% per annum on any portion of the purchase price not received by the Vendor or the Vendor's solicitors on or before the possession date. Interest shall be calculated from the later of the possession date or the date of receipt by the Purchaser's solicitor of a registerable Transfer Authorization until the date that the entire purchase price is paid.
- 9. THAT the Vendor shall pay all costs of discharging any existing mortgage or other encumbrances against the said lands not being assumed by the Purchaser.
- 10. THAT the Vendor shall pay all of the property taxes and assessments levied against the said lands up to and including the 31st day of December, 2018, and the Purchaser will pay all of the property taxes and assessments levied against the said lands thereafter.
- 11. THAT adjustments regarding rents, insurance, utilities, and other incoming and outgoing expense or revenue relating directly to the said lands shall be made as at possession date.
- 12. THAT the Vendor shall maintain fire insurance coverage until the earlier of the possession date or the date that possession is given to the Purchaser and the said lands and buildings and structures situated thereon shall be at the

risk of the Vendor until possession is granted. Upon the earlier of the possession date, or the date that possession is granted to the Purchaser, the Purchaser shall place and maintain fire insurance coverage at the Purchaser's expense effective immediately. Insurance coverage shall be in an amount at least equal to that portion of the purchase price remaining to be paid to the Vendor. In the event of any loss occurring before payment of the entire purchase price to the Vendor, payment of insurance proceeds shall be paid first to the Vendor on account of the unpaid purchase price and second to the Purchaser as the Purchaser's interest may appear.

- 13. THAT there shall be included in the purchase all buildings and structures presently situated upon the said lands, whether affixed or otherwise, including the following: See attached appraisal.
- 14. THAT the said purchase price shall be allocated as follows:

Surface Parcel #141199296
Reference Land Description:
NE Sec 29 Twp 26 Rge 31 W1
Extension 0 as described on Certificate of Title 85Y03106

Equipment set forth in Schedule "B" \$ 860,000.00

140,000.00

15. THAT the Vendor and the Purchaser shall share equally all legal fees and disbursements involved in the preparation of the within agreement.

Thereafter, each party shall pay their own lawyer. The Purchaser shall pay all

- Information Services Corporation of Saskatchewan fees to register the said lands into the Purchaser's name.
- 16. THAT the Vendor hereby represents that all buildings and structures are situated totally within the boundaries of the said lands and do not encroach onto any other lands adjacent to the said lands and that the buildings, structures and property and their use comply with zoning and building bylaws and the fire and building codes of or adopted by the Municipality in which the said lands are situated.
- 17. THAT there are no other representations, warranties, guarantees, promises or agreements of any kind other than those contained in this agreement and the Purchaser agrees to purchase the said lands as they stand at the price and on the terms and subject to the conditions in this agreement.
- 18. THAT the Purchaser confirms that Flaman Sales Ltd. is a Goods and Services Tax registrant and will self-assess with respect to GST on this transaction. The GST Registration Number is: 101817161RT-0002.
- **19.** THAT TIME shall be of the essence of this agreement.
- 20. THAT this Offer is irrevocable by the Purchaser and open to acceptance by the Vendor to the 10th day of December, 2018. If this Offer is not accepted by the Vendor by that time this Offer shall be null and void and the said deposit shall forthwith be returned to the Purchaser, without interest or deduction. Business Development Bank of Canada shall have until December 15th, 2018 to accept.

- 21. THAT upon the acceptance of this offer by the Vendor within the time prescribed above, this offer and acceptance shall constitute a contract of purchase and sale and be binding upon the Vendor and the Purchaser and their respective heirs, executors, successors, administrators and assigns.
- 22. Wherever the singular number and masculine gender, respectively, are used throughout this Agreement, the same shall be construed as meaning and including the plural or the feminine or neuter gender, respectively, if the context so requires.
- 23. THAT all parties agree that the reproduction of signatures by way of facsimile or e-mail will be treated as though such reproduction were executed originals and each party undertakes to provide the other with a copy of this Agreement or any other documentation so signed bearing original signatures within a reasonable time after execution of same and that the execution in counterpart by the parties hereto shall be considered execution of the same document by all parties.

IN WITNESS WHEREOF FLAMAN SALES LTD. has caused its corporate seal to be hereunto affixed, attested by the signatures of its proper officers in that behalf this 27^{TR} day of <u>NOVERBER</u>2018.

FLAMAN SALES LTD.

PER.

Don Flaman

ACCEPTANCE

WE accept the above Offer to Purchase and the terms and conditions set forth therein and covenant to carry out the sale on the terms and conditions set out in the said Offer.

WE certify that we are residents of Canada as defined under the provisions of the *Income Tax Act*.

IN WITNESS WHEREOF BECKERLAND FARMS INC. has caused its corporate seal to be hereunto affixed, attested by the signatures of its proper officers in that behalf this $\frac{27}{4}$ day of $\frac{100}{4}$, 2018.

BECKERLAND FARMS INC.

Tyson Becker

SCHEDULE "A"

Surface Parcel #141199296 Reference Land Description: NE Sec 29 Twp 26 Rge 31 W1 Extension 0 as described on Certificate of Title 85Y03106

SCHEDULE "B"

APPRAISAL REPORT

Beckerland Farms Ltd.



Ritchie Bros. Auctioneers (Canada) Ltd. 9500 Glenlyon Parkway Burnaby, BC Canada V5; 0c6

Bus +1.778.331.5500 / Fax +1.778.331.5500

June 29, 2018

Beckerland Farms Ltd. PO Box 1264 Stn Del.Centre Yorkton, SK S3N 2X3 Attention: Tyson Becker

Dear Mr. Becker.

We have appraised the equipment listed on Schedule "A" enclosed herewith. This equipment, as available, was viewed on or about February 2018.

The values described are those which we feel would be achieved at unreserved public auction based on the following assumptions:

- (a) the auction would be conducted within 45 days of the date of this letter;
- (b) all equipment is marketable, free and clear of any encumbrances.
- (c) all stationary or fixed items are valued as "removed". The values expressed are for the components only, and no value has been attributed for installation and assembly, or for any attached land, leases, permits, or infrastructure.

Although we have attempted to appraise each and every item, we cannot guarantee the value of any particular item or group of items and this appraisal cannot be considered a guarantee of same.

Based on the foregoing, we believe the entire package of equipment as per the attached schedule would sell at unreserved public auction in the range of \$2,338,800 CAD.

Our methodology for valuation utilizes a sales comparison approach (also referred to as Market Approach). We compare similar equipment from historical auction sales utilizing the most current examples available. We then factor in the particular information gathered from the field inspection with respect to usage, attachments, options, and condition. Our resources include the following components:

- (a) an electronic database of historical auction results.
- (b) the many years of personal experience that our representatives have accumulated from a wide variety of industries over the past 50 years that Ritchie Bros. Auctioneers has been conducting unreserved auctions.
- (c) our knowledge of world economic conditions and pricing of new equipment models currently being sold at dealerships and elsewhere.

Company Profile

Ritchie Bros. Auctioneers held its first unreserved auction in 1958 and its first unreserved industrial equipment auction in 1963.

While our core business for the past 50 years has been in marketing and conducting unreserved auction sales of equipment, an integral part of our business is evaluation of that equipment. Approximately 30% of our auction business is consignments that involve either a guarantee or an outright purchase by Ritchie Bros. Auctioneers.

Our success in these types of transactions is tied to our ability to accurately predict the auction values of the equipment involved. By combining the information in our proprietary appraisal and auction history database with our knowledge of major equipment deals around the world, we have a proven track record of valuing equipment coming onto the market.

Ritchie Bros. Auctioneers is publicly traded on the New York stock exchange and the Toronto stock exchange under the symbol RBA.

Should you wish to discuss the potential disposal of this equipment, or any part thereof; our sales division would be pleased to provide a custom tailored, personalized auction proposal; which would include one or more of the following options:

- (a) a straight commission fee based on the quantity of equipment you wish to sell, or
- (b) a guarantee of an assured minimum price that you will receive for your package of equipment, plus participation in proceeds over the guaranteed minimum amount, or
- (c) an outright offer to purchase your complete package of equipment.

The fee for this appraisal is not contingent upon the values reported and does not cover further expenses relating to attendance at hearings, judicial or otherwise, although such attendance may be available at our standard rates.

This appraisal may not be used other than by the addressee nor transmitted in whole or in part to any other person without the express written authority of Ritchie Bros. Auctioneers.

Yours very truly,

RITCHIE BROS. AUCTIONEERS

// Jordon Clarks

Sales Director, Agriculture - Western Canada

Encl.

TOTAL APPRAISAL VALUE

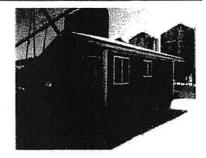
\$2,338,800 CAD

1

20 FT X 24 FT FIELD OFFICE C/W: kitchen, bathroom, bdrm

Condition: Good

Appraisal Value: \$21,000.00



2

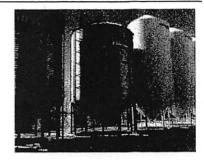
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #26, no aeration, bin full indicator, man hole, has

damage to upright

Appraisal Value: \$14,500.00



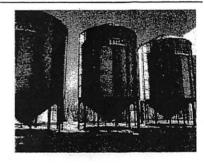
3

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #27, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



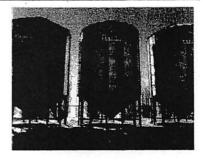
4

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #28, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



The attached letter provides an integral part of this appraisal.

5

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents. OPI cable

Condition: Good

Additional Notes: Bin #29, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



6

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #30, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



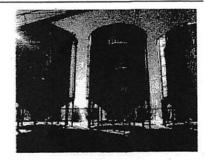
7

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #31, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



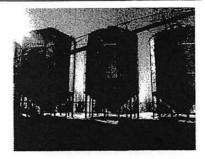
8

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #32, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



The attached letter provides an integral part of this appraisal.

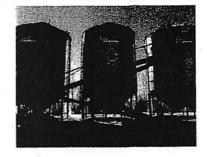
9

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #33, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



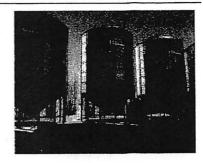
10

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #34, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



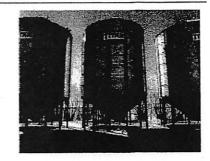
11

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #35, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



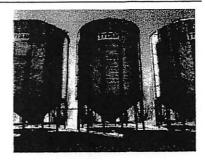
12

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #36, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



The attached letter provides an integral part of this appraisal.

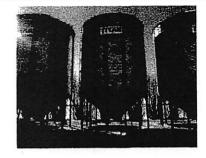
13

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #37, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



14

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #38, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



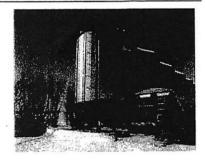
15

TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #39, no aeration, bin full indicator, man hole

Appraisal Value: \$14,500.00



16

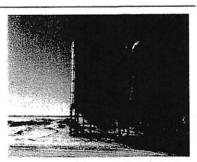
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #53, no aeration, bin full indicator, man hole, sheets

rusting

Appraisal Value: \$12,000.00



The attached letter provides an integral part of this appraisal.

17

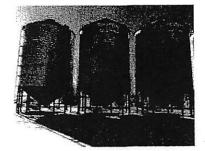
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #52, no aeration, bin full indicator, man hole, sheets

rustina

Appraisal Value: \$12,000.00



18

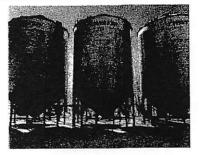
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #51, no aeration, bin full indicator, man hole, sheets

rusting

Appraisal Value: \$12,000.00



19

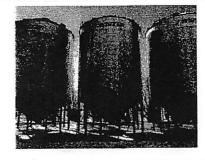
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #50, no aeration, bin full indicator, man hole, sheets

rusting

Appraisal Value: \$12,000.00



20

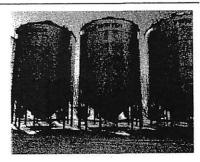
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #49, no aeration, bin full indicator, man hole, sheets

rusting

Appraisal Value: \$12,000.00



The attached letter provides an integral part of this appraisal.

21

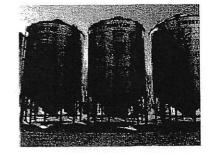
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #48, no aeration, bin full indicator, man hole, sheets

rusting

Appraisal Value: \$12,000.00



22

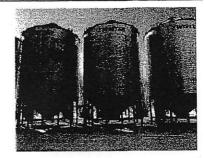
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Fair

Additional Notes: Bin #47, no aeration, bin full indicator, man hole, sheets

rusting

Appraisal Value: \$12,000.00



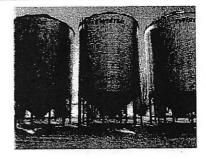
23

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #46, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



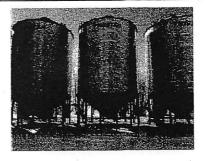
24

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #45, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



The attached letter provides an integral part of this appraisal.

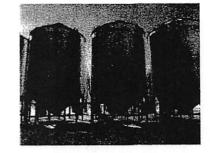
25

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #44, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



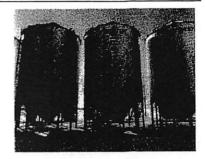
26

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #43, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



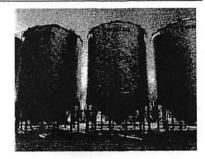
27

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #42, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



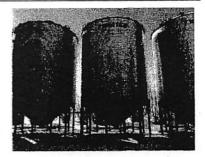
28

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #41, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



The attached letter provides an integral part of this appraisal.

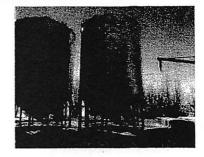
29

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable

Condition: Good

Additional Notes: Bin #40, no aeration, bin full indicator, man hole

Appraisal Value: \$13,000.00



30

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #25, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$11,000.00



31

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

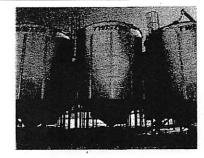
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #24, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$11,000.00



32

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

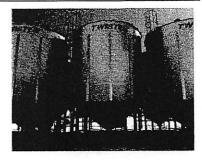
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #23, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$11,000.00



The attached letter provides an integral part of this appraisal.

33

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

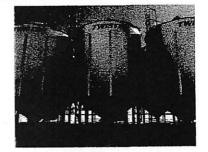
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #22, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$11,000.00



34

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

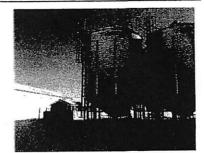
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Good

Additional Notes: Bin #21, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$11,000.00



35

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

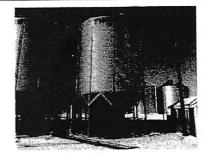
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Fair

Additional Notes: Bin #20, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$10,000.00



36

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

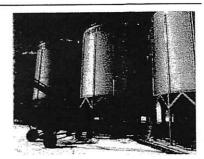
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Fair

Additional Notes: Bin #19, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$10,000.00



The attached letter provides an integral part of this appraisal.

37

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

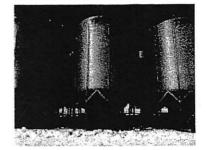
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Fair

Additional Notes: Bin #18, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$10,000.00



38

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

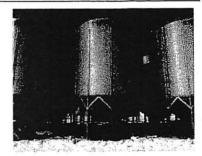
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Fair

Additional Notes: Bin #17, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$10,000.00



39

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN

C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable

Condition: Fair

Additional Notes: Bin #16, bin full indicator, man hole, fans need to be

removed

Appraisal Value: \$10,000.00



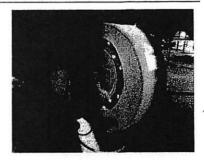
40

FLAMAN FC 16-7-1-1 7 HP AERATION FAN

S/N: 200917493 Condition: Fair

Additional Notes: sgl ph, remove from 5400 bu

Appraisal Value: \$1,100.00



The attached letter provides an integral part of this appraisal.

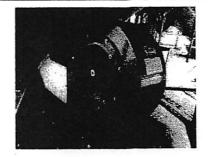
41

FLAMAN FC 16-7-1-1 7 HP AERATION FAN

S/N: 200917485 Condition: Fair

Additional Notes: sgl ph, remove from 5400 bu

Appraisal Value: \$1,100.00



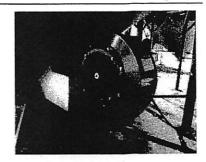
42

FLAMAN FC 16-7-1-1 7 HP AERATION FAN

S/N: 200917302 Condition: Fair

Additional Notes: sgl ph, remove from 5400 bu

Appraisal Value: \$1,100.00



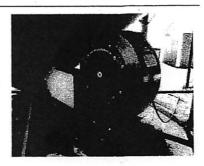
43

FLAMAN FC 16-7-1-1 7 HP AERATION FAN

S/N: 2009017495 Condition: Fair

Additional Notes: sgl ph, remove from 5400 bu

Appraisal Value: \$1,100.00

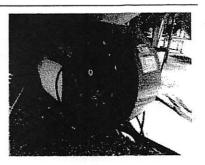


44

FLAMAN FC 15-5-1-1 5 HP AERATION FAN

S/N: 200715343 Condition: Fair

Additional Notes: sgl ph Appraisal Value: \$900.00



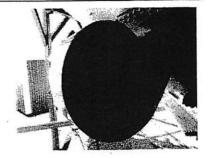
The attached letter provides an integral part of this appraisal.

45

FLAMAN 40501 5 HP AERATION FAN

S/N: FC7277 Condition: Fair

Additional Notes: sgl ph Appraisal Value: \$900.00

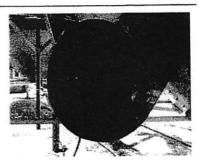


46

FLAMAN 40501 5 HP AERATION FAN

S/N: FC7286 Condition: Fair

Additional Notes: sgl ph Appraisal Value: \$900.00

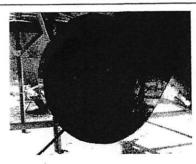


47

FLAMAN 40501 5 HP AERATION FAN

S/N: FC7281 Condition: Fair

Additional Notes: sgl ph Appraisal Value: \$900.00

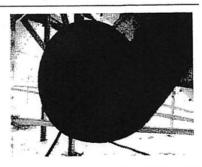


48

FLAMAN 40531 5 HP AERATION FAN

S/N: FC5358 Condition: Fair

Additional Notes: sgl ph Appraisal Value: \$900.00



The attached letter provides an integral part of this appraisal.

49

FLAMAN 40531 5 HP AERATION FAN

S/N: FC5343 Condition: Fair

Additional Notes: sgl ph Appraisal Value: \$900.00



50

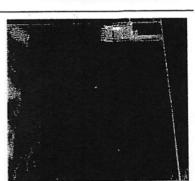
SK/RM OF CALDER PNE 29-26-31 W1 140 +/- ACRES ON TITLEBIN YARD & FARMLAND

C/W: 20 +/- acre yard site, 60x160 shop, 60x100 ft shop, office space, propane heat, floor drains, 60x60 ft cold storage, (2) 30 ft bi-fold doors, 14x14 ft roll up door, man doors, 80x200 ft pole shed, 14x14 ft roll up door, 30 ft bi-fold door (not attached to building), (6) Westeel 67,000 +/- bu grain bins, on cement, aeration, u trough, power sweep, ladder, roof vents, OPI cable, (2) Flaman 10 hp aeration fans, (4) Brock 10 hp aeration fans, 12x16 ft electrical shed, 110 ft scale (Cert until 2019), Union Iron Grade Probe, 6x10 ft scale shack, 4x4 ft out house, 8x14 ft power shack, 8x14 ft dryer shack, 8x20 ft container, (2) 640v elec services, (4) Superior propane tanks

Condition: Very Good Additional Notes: aeration fans sgl ph, sell all hopper bins separate, fert

bins not included

Appraisal Value: \$1,000,000.00



The attached letter provides an integral part of this appraisal.

DELIVERING CHOICE

RITCHIE BROS.

PLANET

More ways than ever to sell and list equipment when, where and how you want.

Two of the world's leading equipment disposition companies – Ritchie Bros. and IronPlanet – have come together to provide you with a full suite of solutions to help you sell when, where, and how you choose while maximizing the value of your assets.

As a multichannel, solution-based company, we offer you unprecedented choice to meet your selling needs.

Whatever your needs are:



We have the solutions to help you



Unreserved onsite auctions



Weekly online auctions



Reserved online marketplace

More Ways We Deliver

\$4.5 Billion

in gross transactional value

417

unreserved onsite auctions with online bidding

78

weekly online auctions

40+

auction locations in 12 countries

4.4M+

average monthly website visitors

3.3M

registered website users

170K+

buyers

SCHEDULE "C"

EOUIPMENT LIST

Year	Description.	Serial No.	Value	Owe
1993	Arnes 27' Tandem End Dump	2A9072726PA003700	15,000.00	
1986	Bourgault HP 1154 60' Harrow			
	Pak		4,000.00	
	Bruns 205 Wagon	113221	1,000.00	
	Cattle Handler System		5,500.00	
	Chev 60 Grain Truck		3,700.00	
2009	Dodge Ram 2500 Quad Cab	3D7KS28T89G529143	4,000.00	
	Farm King 6650 29' Disc	53987	29,000.00	43,700.00
	Grain Handler (part of yard)	1607HF012	35,000.00	part of yard
	Hay Rack		1,000.00	
2008	JD 0896 Auger Platform		25,000.00	12,000.00 (JD lease)
1983	JD 4650 Tractor	RW4650H003594	15,000.00	
2008	JD 4895 Windrower		25,000.00	12,000.00 (JD lease)
	JD 568 Round Baler	345117	35,000.00	7,500.00
2000	JD 7510 MFWD Tractor	RW7510R054066	57,000.00	57,000.00 (lease)
2003	Kenworth T-800	1XKDD49X43J968294	17,000.00	30,000.00 (lien)
2010	Lode King Tri-Axle Trailer	2LDHG4537AF050038	25,000.00	15,000.00 (lease)
2001	Manac 53' Tri-Axle Step Deck			
	Trailer	2M513161611079227	25,000.00	12,000.00 (lease)
2015	Precision 20' Equipment Trailer	2P9UT6242FP078386	4,500.00	3,000.00 (lease)
2016	Precision 30' GN Trailer	2P9FG9343GP078931	10,000.00	8,500.00 (lease)
	Trailer with Water Tank &		3,500.00	
	Mixer			
2013	Volvo VNL64T	4V4NC9KK6DN563499	40,000.00	8,000.00 (lease)
2009	Westfield 13" x 111' Auger	209369	3,500.00	
1996	Westward 3000 30' Swather	107973	1,500.00	
2014	Wheatheart 16" x 125' Auger	WH15246	25,000.00	
2013	Wheatheart 13" x 94' Auger	11822	18,000.00	
_			1	

RUSNAK BALACKO KACHUR RUSNAK

Barristers & Solicitors

WAYNE M. RUSNAK, Q.C. RONALD J. BALACKO, Q.C. RANDY P. KACHUR, Q.C. DAVID K. RUSNAK, Q.C.

STANLEY G. KYBA, B.A., LL.B. (1934-2015)

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ASHLEY K. DODD, J.D.
EMMETT T. RUFF, (Student-at-Law)

7 BROADWAY STREET EAST P.O. BOX 1148 YORKTON, SK S3N 2X3 TELEPHONE: (306) 783-8523 FACSIMILE: (306) 783-8688 E-MAIL: wayne@rbkrlaw.com

Our File:74201 Your Fie: 502544.59

November 28th, 2018

Mr. Ian Sutherland

Via e-mail: isutherland@mcdougallgauley.com

Dear Sir:

RE: BECKERLAND FARMS INC., TYLAND MANAGEMENT GROUP INC and TYSON STEVEN BECKER and BUSINESS DEVELOPMENT BANK OF CANADA

Enclosed please find an executed copy of the Offer to Purchase.

You can have the appraiser deal directly with Mr. Becker. His contact number is 306-621-3100

Yours truly,

RUSNAK, BALACKO, KACHUR & RUSNAK

Per:

D. Selton

for:

WAYNE M. RUSNAK, Q.C.

WMR/gs Encls. A COMMISSIONER FOR OATHS IN AND FOR SASKATCHEWAN MY COMMISSION EXPIRES:

THIS IS EXHIBIT "F" REFERRED

OR BEING A SOLICITOR

TO IN THE AFFIDAUT OF