

THE KING'S BENCH
WINNIPEG CENTRE

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents.

FILED FEB 12 2024

AFFIDAVIT OF ED BARRINGTON
AFFIRMED FEBRUARY 9th, 2024
VOULME 1 OF 2

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(File No. 638/400)

THE KING'S BENCH
WINNIPEG CENTRE

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

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BANK OF MONTREAL,

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

Respondents.

AFFIDAVIT OF ED BARRINGTON

I, ED BARRINGTON, of the City of Edmonton, in the Province of Alberta,

AFFIRM AND SAY THAT:

1. I am a Senior Account Manager, Special Accounts Management Unit, Western Canada for Bank of Montreal ("**BMO**"), the Applicant herein, and as such, have personal knowledge of the facts and matters hereinafter deposed

to by me, except where same are stated to be based upon information and belief, in which case I verily do believe same to be true.

The Debtors

2. Genesus Inc. ("**Genesus**") is a corporation incorporated pursuant to the laws of the Province of Manitoba and carries on business as a livestock farm and purebred swine producer, with its business premises located at 101-2nd Street, Oakville, Manitoba, R0H 0Y0. Attached hereto and marked as **Exhibit "A"** is a copy of a Manitoba Companies Office search for Genesus.

3. Can-Am Genetics Inc. ("**Can-Am**") is a corporation incorporated pursuant to the laws of the Province of Manitoba and carries on business as a livestock farm with its business premises located at 101-2nd Street, Oakville, Manitoba, R0H 0Y0. Attached hereto and marked as **Exhibit "B"** is a copy of a Manitoba Companies Office search for Can-Am.

4. Genesus Genetics, Inc. ("**GGI**") is a corporation incorporated pursuant to the laws of the State of South Dakota, USA. Attached hereto and marked as **Exhibit "C"** is a copy of a South Dakota Corporate search for GGI.

5. I am advised by David Lewis (“**Mr. Lewis**”), Senior Vice President and Partner of BDO Canada Limited (“**BDO**”), that as of September 30, 2024, Genesis had approximately 61 employees in Manitoba, while Can-Am had approximately 13 employees in Manitoba.

6. I am further advised by Mr. Lewis and do verily believe that as of January 2024, Genesis has 17,702 live hogs in its Manitoba facilities.

The Debt

7. I became involved in the Debtors’ accounts on behalf of the Special Accounts Management Unit in or about the beginning of 2023, and have had regular contact with the Debtors since that time.

8. Pursuant to Commitments dated February 7, 2011 and April 1, 2011, as amended in writing by Letters of Agreement on March 19, 2019, March 4, 2020, March 26, 2020, September 14, 2021, and September 14, 2022, respectively (collectively, the “**Genesis Agreements**”), BMO extended certain financing to Genesis. Attached hereto and marked as **Exhibit “D”** are copies of the Genesis Agreements.

9. Pursuant to Commitment dated February 7, 2011, (the “**Can-Am Agreement**”), BMO extended certain financing to Can-Am. Attached hereto and marked as **Exhibit “E”** is a copy of the Can-Am Agreement.

10. As of June 8, 2023, Genesis was indebted to BMO as follows:

- (a) Operating Loan (Account 0545-1998-976) in the amount of \$7,109,715.78, plus interest from and after June 8, 2023, at the prime rate of BMO in effect from time to time plus 3.5% per annum until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Genesis Agreements and its Security (the “**Genesis Debt**”). Attached hereto and marked as **Exhibit “F”** is a copy of the Operating Loan Agreement between Genesis and BMO, dated February 23, 2011, and Operating Loan Amending Agreement, dated April 9, 2018;

11. As of June 8, 2023, Can-Am was indebted to BMO as follows:

- (a) Operating Loan (Account 0545-1998-941) in the amount of \$400,891.06, plus interest from and after June 8, 2023, at the prime rate of BMO in effect from time to time plus 4.5% per annum until payment in full, plus legal fees and disbursements

incurred by BMO in enforcement of the Can-Am Agreements and its Security (the “**Can-Am Debt**”). Attached hereto and marked as **Exhibit “G”** is a copy of the Operating Loan Agreement between Can-Am and BMO, dated February 23, 2011.

The Security – the Genesis Debt

12. In consideration of the Genesis Debt, and as security for the repayment thereof, Genesis provided to BMO, *inter alia*, the following security:

- (a) General Security Agreement between Genesis and BMO, dated March 22, 2011. Attached hereto and marked as **Exhibit “H”** is a copy of the General Security Agreement dated March 22, 2011;
- (b) General Assignment of Debts from Genesis to BMO, dated March 10, 2011. Attached hereto and marked as **Exhibit “I”** is a copy of the General Assignment of Debts dated March 10, 2011;
- (c) Section 427 *Bank Act* Security dated March 7, 2011, between BMO and Genesis dated March 7, 2011. Attached hereto and marked as **Exhibit “J”** is a copy of the *Bank Act* Security dated March 7, 2011, together with the Notice for Registration,

Application for Credit, and Agreement as to Loans between BMO and Genesis dated March 7, 2011, and registration confirmation effective March 4, 2011; and

- (d) Standby Letter of Credit dated July 4, 2018. Attached hereto and marked as **Exhibit “K”** is a copy of the Standby Letter of Credit dated July 4, 2018.

13. In further consideration of the Genesis Debt and as security for the repayment thereof, Can-Am provided to BMO, *inter alia*, the following:

- (a) Guarantee executed by Can-Am in favour of BMO, dated February 23, 2011, to a limit of \$600,000.00. Attached hereto and marked as **Exhibit “L”** is a copy of the Guarantee dated February 23, 2011.
- (b) Guarantee executed by Can-Am in favour of BMO, dated April 9, 2018, to a limit of \$1,100,000.00. Attached hereto and marked as **Exhibit “M”** is a copy of the Guarantee dated April 9, 2018.
- (c) Guarantee executed by Can-Am in favour of BMO, dated February 5, 2019, to a limit of \$2,100,000.00. Attached hereto

and marked as **Exhibit “N”** is a copy of the Guarantee dated February 5, 2019; and

- (d) Unlimited Guarantee executed by Can-Am in favour of BMO, dated October 19, 2021. Attached hereto and marked as **Exhibit “O”** is a copy of the Unlimited Guarantee dated October 19, 2021.

14. In further consideration of the Genesis Debt and as security for the repayment thereof, GGI provided to BMO, *inter alia*, the following:

- (a) Guarantee executed by GGI in favour of BMO, dated February 23, 2011, to a limit of \$600,000.00. Attached hereto and marked as **Exhibit “P”** is a copy of the Guarantee dated February 23, 2011;
- (b) Guarantee executed by GGI in favour of BMO, dated April 9, 2018, to a limit of \$1,100,000.00. Attached hereto and marked as **Exhibit “Q”** is a copy of the Guarantee dated April 9, 2018;
- (c) Guarantee executed by GGI in favour of BMO, dated February 5, 2019, to a limit of \$2,100,000.00. Attached hereto and marked

as **Exhibit “R”** is a copy of the Guarantee dated February 5, 2019;

(d) Guarantee executed by GGI in favour of BMO, dated March 22, 2019 to a limit of \$4,100,000.00. Attached hereto and marked as **Exhibit “S”** is a copy of the Guarantee dated March 22, 2019; and

(e) Payment Guaranty Agreement between GGI and BMO, dated October 19, 2021. Attached hereto and marked as **Exhibit “T”** is a copy of the Guarantee dated October 19, 2021;

(the “**GGI Guarantees**”).

15. In support of the GGI Guarantees, GGI executed a General Security Agreement in favour of BMO dated February 23, 2011. Attached hereto and marked as **Exhibit “U”** is a copy of the General Security Agreement dated February 23, 2011.

16. In further consideration of the Genesis Debt, Export Development Canada (“**EDC**”) executed a Guarantee Approval dated April 9, 2019, in favour of BMO to a maximum of \$2,000,000.00, which Guarantee has been extended from time to time by EDC at the request of BMO. Attached hereto

and marked as **Exhibit “V”** is a copy of the Guarantee Approval dated April 9, 2019.

17. The Security referenced at paragraphs 12 to 16 herein shall collectively be referred to as the “**Genesis Security**”

The Security – the Can-Am Debt

18. In consideration of the Can-Am Debt and as security for the repayment thereof, Can-Am provided to BMO, *inter alia*, the following security:

- (a) General Security Agreement from Can-Am to BMO, dated March 29, 2011. Attached hereto and marked as **Exhibit “W”** is a copy of the General Security Agreement dated March 29, 2011;
- (b) General Assignment of Debts from Can-Am to BMO, dated March 29, 2011. Attached hereto and marked as **Exhibit “X”** is a copy of the General Assignment of Debts, dated March 29, 2011; and
- (c) Section 427 *Bank Act* Security dated March 7, 2011, between BMO and Can-Am dated March 7, 2011. Attached hereto and marked as **Exhibit “Y”** is a copy of the *Bank Act* Security dated March 7, 2011, together with the Notice for Registration,

Application for Credit, and Agreement as to Loans between BMO and Can-Am dated March 7, 2011, and registration confirmation effective March 4, 2011.

19. In further consideration of the Can-Am Debt and as security for the repayment thereof, Genesis provided to BMO, *inter alia*, the following:

- (a) Guarantee executed by Genesis in favour of BMO, dated February 23, 2011, to a limit of \$400,000.00. Attached hereto and marked as **Exhibit “Z”** is a copy of the Guarantee dated February 23, 2011; and
- (b) Priority Agreement between BMO and Genesis, dated April 9, 2018. Attached hereto and marked as **Exhibit “AA”** is a copy of the Priority Agreement dated April 9, 2018.

20. In further consideration of the Can-Am Debt and as security for the repayment thereof, GGI provided to BMO, *inter alia*, the following security:

- (a) Guarantee executed by GGI in favour of BMO, dated February 23, 2011. Attached hereto and marked as **Exhibit “BB”** is a copy of the Guarantee dated February 23, 2011.

21. The Security referenced at paragraphs 18 to 20 herein shall collectively be referred to as the “**Can-Am Security**”.

22. Attached hereto and marked as **Exhibit “CC”** is a print-out of the Personal Property Registry Search results for Genesis as at January 18, 2024. The following table provides a general summary of the results by registration date:

Registration No.	Date	Secured Party	Security
200817992802	2008-09-15	Farm Credit Canada	All indebtedness (including all monies and other proceeds represented thereby or realized therefrom), both present and future, of Can-Am Genetics Inc. to the Debtor
201102738905	2011-02-22	BMO	All of the debtor's present and after - acquired personal property
201805918808	2018-04-09	BMO	All debts and other intangibles, chattel paper,

			<p>documents of title, instruments, securities and security interest (all such terms having the meaning of such terms in the personal property security act and herein collectively called the "said debts and securities") now due or hereafter to become due to the debtor or which now are or may hereafter become vested in the debtor and all proceeds and other rights and benefits in respect thereof. All books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all or any of the debts and securities and rights hereby transferred or agreed to be transferred. Any</p>
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			and all claims and other rights for insurance against loss by fire, water, misappropriation or otherwise to the real or personal property of the debtor.
202211629500	2022-07-12	Masterfeeds Inc.	All current and future assets acquired by the debtor. Any and all claims and other rights for insurance against loss by fire, water, misappropriation or otherwise to the real or personal property of the debtor.
202307846103	2023-05-16	Farm Credit Canada	All indebtedness (including all monies and other proceeds represented thereby or realized therefrom), both present and future, of Can-Am Genetics

			Inc. to the Debtor
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23. Attached hereto and marked as **Exhibit “DD”** is a print-out of the Personal Property Registry Search results for Can-Am as at January 18, 2024. The following table provides a general summary of the results by registration date:

Registration No.	Date	Secured Party	Jointly Registered With	Security
201102740306	2011-02-22	BMO	N/A	All of the debtor’s present and after-acquired personal property
201918699606	2019-10-30	Kubota Canada Ltd.	James Ronald Long	2019 Kubota #L4060HSTRC 42589; 2019 Kubota *LA805 A6971; 2019 Kubota RCR1272

24. Attached hereto and marked as **Exhibit “EE”** is a print-out of the Personal Property Registry Search results for GGI as at January 18, 2024. The following table provides a general summary of the results by registration date:

Registration No.	Date	Secured Party	Security
201103846701	2011-03-11	BMO	All of the debtor's present and after-acquired personal property

25. On or about April 4, 2011, BMO and Farm Credit Canada ("**FCC**") entered into an Inter-Creditor Priority Agreement, whereby BMO and FCC agreed that:

- (a) BMO's Security with respect to the Genesis Debt shall rank ahead of FCC in respect of intangibles, accounts receivable, inventory and proceeds; and
- (b) FCC's security interest in debt owed by Genesis to FCC shall rank ahead of BMO's Security in respect of realty and equipment.

26. Attached hereto and marked as **Exhibit "FF"** is a copy of the Inter-Creditor Priority Agreement between BMO and FCC, dated April 4, 2011.

27. As such, BMO has a security interest in all present and after acquired personal property of Geneus, Can-Am and GGI, which security interest has been perfected by registration at the Manitoba Personal Property Registry,

in priority to all other registrations, apart from a registration against Genesis in favour of FCC.

28. Genesis is the registered owner of the following real property:

(a) Title No. 2698800/1, legally described as:

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

(b) Title No. 2316076/3, legally described as:

AT OAKVILLE AND BEING:
PARCEL 1: LOT 4 AND THE NLY 50 FEET PERP OF LOT 5
BLOCK 1
PLAN 226 PLTO IN NW 1/4 18-11-4 WPM

PARCEL 2: LOTS 3 AND 5 BLOCK 1 PLAN 226 PLTO, EXC
FIRSTLY: OUT OF LOT 5 THE NLY 50 FEET PERP
AND SECONDLY: ALL MINES AND MINERALS VESTED IN
THE CROWN (MANITOBA)
BY THE REAL PROPERTY ACT
IN NW 1/4 18-11-4 WPM

(the "**Oakville Property**")

(c) Title No. 2712003/5, legally described as:

THE NW 1/4 OF SECTION 32-13-23 WPM
EXC FIRSTLY: ROAD PLAN 4563 NLTO
EXC SECONDLY: ALL MINES AND MINERALS IN
TRANSFERS 100373 AND 1025254 NLTO

(collectively, the "**Genesis Property**").

29. In addition to the Personal Property Security referenced above, in consideration of the Genesis Debt, and as security therefore, and in support of the Guarantees provided by the Debtors to BMO, Genesis granted Mortgage Security to BMO against the Genesis Property.

30. Attached hereto and marked as **Exhibit “GG”** are copies of search results from the Manitoba Property Registry as at January 18, 2024, disclosing the following registrations against the Genesis Property:

Title No. 2698800/1

Instrument	Registration Number	Registration Date	Registered By	Amount/ Description
Caveat	85-38881/1	1985-05-07	The City of Winnipeg	N/A
Mortgage	4434702/1	2013-12-03	Farm Credit Canada	\$1,400,000.00
Amending Agreement	4704984/1	2016-03-21	Farm Credit Canada	N/A
Amending Agreement	5029775/1	2018-12-20	Farm Credit Canada	N/A
Mortgage	5583625/1	2023-10-12	BMO	\$8,000,000.00
Tax Sale-First Return	5601833/1	2023-12-13	The City of Winnipeg	Series 128 Tax Years 2020, 2021, 2022, 2023

Certificate of Judgment	5602937/1	2023-12-15	Sea Air International Forwarders Limited	\$321,066.33
Certificate of Judgment	5605846/1	2023-12-29	Fermes Durand Farms Ltee.	\$800,815.19

Title No. 2316076/3

Instrument	Registration Number	Registration Date	Registered By	Amount/Description
Mortgage	1230862/3	2023-10-12	BMO	\$8,000,000.00
Certificate of Judgment	1232076/3	2023-12-15	Sea Air International Forwarders Limited	\$321,066.33
Certificate of Judgment	1232212/3	2023-12-29	Fermes Durand Farms Ltee.	\$800,815.19

Title No. 2712003/5

Instrument	Registration Number	Registration Date	Registered By	Amount/Description
Caveat	32224/5	1956-09-27	Hamiota Gas Company Limited	N/A
Caveat	32915/5	1857-07-29	Intercity Gas Limited	N/A
Caveat	1033528/5	2003-08-14	MTS Communications	Easement Agreement

			Inc.	
Mortgage	1105775/5	2014-03-13	Farm Credit Canada	\$450,000.00
Amending Agreement	1143213/5	2020-04-21	Farm Credit Canada	\$3,000,000.00
Mortgage	1161500/5	2023-10-12	BMO	\$8,000,000.00
Certificate of Judgment	1162434/5	2023-12-15	Sea Air International Forwarders Limited	\$321,066.33
Certificate of Judgment	1162585/5	2023-12-29	Fermes Durand Farms Ltee	\$800,815.19

31. Can-Am is the registered owner of the following real property:

(a) Title No. 1848166/2, legally described as:

SW 1/4 21-12-22 WPM
EXC ROAD PLAN 1650 BLTO

(b) Title No. 1892437/2, legally described as:

NW 1/4 21-12-22 WPM
EXC NLY 1320 FEET PERP

(c) Title No. 1956270/2, legally described as:

LOTS 16 AND 17 BLOCK 3 PLAN 190 BLTO
IN E 1/2 7-12-22 WPM

(d) Title No. 1956271/2, legally described as:

LOTS 12 AND 13 BLOCK 2 PLAN 145 BLTO
EXC ALL MINE AND MINERALS VESTED IN THE
CROWN (MANITOBA) BY THE REAL PROPERTY ACT

IN SE 1/4 7-12-22 WPM

(e) Title No. 2084368/3, legally described as:

THE ELY 1320 FEET PERP OF SE 1/4 16-11-19 WPM, EXC
FIRSTLY: THE SLY 1320 FEET PERP
SECONDLY: ROAD PLAN 1967 PLTO
THIRDLY: AN UNDIVIDED 3/4 INTEREST IN ALL MINES AND
MINERALS
AS SET FORTH IN TRANSFER 76894 PLTO

(the “**Can-Am Property**”).

32. In addition to the Personal Property Security referenced above, in consideration of the Can-Am Debt, and as security therefore, and in support of the Guarantees provided by the Debtors to BMO, Can-Am granted Mortgage Security to BMO against the Can-Am Property.

33. Attached hereto and marked as **Exhibit “HH”** are copies of search results from the Manitoba Property Registry as at January 18, 2024, disclosing the following registrations against the Can-Am Property:

Title No. 1848166/2

Instrument	Registration Number	Registration Date	Registered By	Amount/ Description
Caveat	1130601/2	2003-06-03	MTS Communications Inc.	Easement Agreement dated 15 April 2003
Mortgage	1219289/2	2008-04-18	Genesis	\$2,000,000.00
Postponement of Rights	1228844/2	2008-09-24	Genesis	To Manitoba Agricultural Credit Corp; in Mortgage 1219289 to Mortgage 1227167
Mortgage	1503944/2	2023-10-12	BMO	\$8,000,000.00
Postponement of Rights	1505568/2	2023-11-29	Genesis	To Mortgage 1503944/2

Title No. 1892437/2

Instrument	Registration Number	Registration Date	Registered By	Amount/ Description
Caveat	1130601/2	2003-06-03	MTS Communications Inc.	Easement Agreement dated April 15, 2003
Mortgage	1219289/2	2008-04-18	Genesis	\$2,000,000.00
Postponement of Rights	1228844/2	2008-09-24	Genesis	To Manitoba Agricultural Credit Corp; in Mortgage

				1219289 to Mortgage 1227167
Mortgage	1503944/2	2023-10-12	BMO	\$8,000,000.00
Postponement of Rights	1505568/2	2023-11-29	Genesis	To Mortgage 1503944/2

Title No. 1956270/2

Instrument	Registration Number	Registration Date	Registered By	Amount/ Description
Mortgage	1219289/2	2008-04-18	Genesis	\$2,000,000.00
Postponement of Rights	1228844/2	2008-09-24	Genesis	To Manitoba Agricultural Credit Corp; in Mortgage 1219289 to Mortgage 1227167
Mortgage	1503944/2	2023-10-12	BMO	\$8,000,000.00
Postponement of Rights	1505568/2	2023-11-29	Genesis	Mortgage 1503944/2

Title No. 1956271/2

Instrument	Registration Number	Registration Date	Registered By	Amount/ Description
Mortgage	1219289/2	2008-04-18	Genesis	\$2,000,000.00
Postponement of Rights	1228844/2	2008-09-24	Genesis	To Manitoba Agricultural Credit Corp; in Mortgage

				1219289 to Mortgage 1227167
Mortgage	1503944/2	2023-10-12	BMO	\$8,000,000.00
Postponement of Rights	1505568/2	2023-11-29	Genesis	Mortgage 1503944/2

Title No. 2084368/3

Instrument	Registration Number	Registration Date	Registered By	Amount/ Description
Caveat	29067/3	1952-09-06	Crown Trust Company	N/A
Caveat	39303/3	1979-07-30	Manitoba Telephone System	N/A
Caveat	1015486/3	1998-05-08	MTS Communications Inc.	Right of Way Agreement, Easement for Transmission Lines
Caveat	1028209/3	1999-07-21	Robert Patrick Voesenek and Elizabeth Susan Voesenek	Servient Tenement; Easement Agreement dated July 13, 1999
Mortgage	1113435/3	2008-04-18	Genesis	\$2,000,000.00
Postponement of Rights	1118545/3	2008-09-24	Genesis	In Mortgage 1113435
Caveat	1139976/3	2010-12-06	Genesis	Agreement:

				Postponement of Advances by FCC Mortgage 1109343
Mortgage	1230863/3	2023-10-12	BMO	\$8,000,000.00
Postponement of Rights	1231745/3	2023-11-29	Genesis	Mortgage 1230863/3
Certificate of Judgment	1232212/3	2023-12-29	Fermes Durand Farms Ltee	\$800,815.19

34. As such, BMO holds real property mortgages with respect to the Genesis Property and the Can-Am Property, which are registered in priority to every other caveat and non-financial encumbrance, except as follows:

- (a) Mortgage No. 4434702/1 registered against Genesis' Title No. 2698800/1 in favour of FCC; and
- (b) Mortgage No. 1105775/5 registered against Genesis' Title No. 2712003/5 in favour of FCC.

Default

35. The Genesis Debt and the Can-Am Debt are hereinafter referred to collectively as the "**Debt**".

36. The Genesis Security and the Can-Am Security are hereinafter referred to collectively as the "**Security**".

37. On or about June 16 and July 6, 2023, BMO made demand and served Notices of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and Notices of Intent by Secured Creditor pursuant to *The Farm Debt Mediation Act* upon the Debtors. Attached hereto and marked as **Exhibit “II”** are copies of the said Demands, Notices of Intention to Enforce Security, and Notices of Intent by Secured Creditor along with copies of the Affidavit of Service of Samantha Carter-Squire, sworn June 25, 2023, serving Can-Am, the Affidavit of Service of Cameron Sutherland, sworn June 28, 2023, serving Can-Am, the Affidavit of Service of Wesley Terpening, sworn July 6, 2023, serving GGI, and the Affidavit of Service of Cordell Smith, sworn July 19, 2023, serving Genesis.

38. I am advised by counsel for BMO, Catherine Howden of Pitblado LLP (“**Ms. Howden**”), and do verily believe that on or about June 21, 2023, FCC made demand and served Notices of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and *The Farm Debt Mediation Act* on the Debtors. Attached hereto and marked as **Exhibit “JJ”** are copies of FCC’s Demands and Notices of Intention to Enforce Security.

Forbearance Agreement

39. On or about September 30, 2023, BMO and the Debtors agreed that BMO would forbear from demand and enforcement of the Debt and Security upon the terms and conditions set out in a Forbearance Agreement, which was executed by all parties. Attached hereto and marked as **Exhibit “KK”** is a copy of the executed Forbearance Agreement.

40. Pursuant to the Forbearance Agreement, the parties agreed, *inter alia*, that:

- (a) The Debtors acknowledged the Debt, the validity of BMO’s Security, that default had been made thereunder, and that BMO was entitled to enforce its Security;
- (b) BMO would not proceed to take further steps to recover payment of the Debt, or to enforce its Security, until 11:59 p.m. on January 15, 2024 (the “**Forbearance Term**”), provided that all terms and conditions of the Forbearance Agreement are complied with;
- (c) The Debt shall be due and payable in full on January 15, 2024, at the end of the Forbearance Term;
- (d) The Debtors shall pay to BMO a non-refundable forbearance fee of \$45,000.00 on or before October 30, 2023, from the sale

proceeds of the St. Andrews Property, as hereinafter defined (the **“Forbearance Fee”**);

- (e) The Debtors shall maintain all deposit accounts solely with BMO, and all accounts receivable and other revenue and cash resources of the Debtors shall be deposited to the Debtors' account;
- (f) The Debtors shall consent in writing to BMO's appointment of BDO as monitor and consultant, on terms and conditions acceptable to BMO in its sole discretion. The Debtors shall cooperate with BDO and provide BDO with financial information upon request by BDO, including daily inflow and outflow of cash, AR, AP, income and balance sheets, for BDO's review and reconciliation;
- (g) The Debtors shall provide to BMO monthly reporting, including, without limitation, income statements, balance sheets, and account receivable/account payable statements, to be provided to BMO by the 21st day following the prior month;
- (h) In consideration of the Forbearance Agreement and as security for the repayment of the Debt owing, the Debtors agree to

provide BMO with an all obligations second mortgage against all of the land and premises owned by Genesis and Can-Am (the “**Second Mortgage**”). The Second Mortgage shall be a Demand Mortgage in the sum of \$8,000,000.00, subordinate only to first mortgages to FCC, and subject to provision of a Forbearance Agreement between FCC and the Debtors, in a form satisfactory to BMO at its sole discretion;

- (i) Can-Am intends to sell the St. Andrews Property and will provide copies of any contemplated offers to purchase the St. Andrews Property for the approval of BMO; and
- (j) The sale proceeds of the St. Andrews Property shall be disbursed as follows:
 - i. To any outstanding real property taxes with respect to the St. Andrews Property;
 - ii. To reasonable costs and disbursements incidental to the sale of the St. Andrews Property;
 - iii. To FCC for payment of the balance due under its First Mortgage;

- iv. To FCC the additional sum of \$250,000.00 to be applied by FCC in reduction of the debt owing by Genesis to FCC, guaranteed by Can-Am;
 - v. To BDO in the sum of approximately \$110,000.00 for payment of its account for consulting services;
 - vi. To BMO in the sum of \$45,000.00 for payment of the Forbearance Fee;
 - vii. Balance of the net sale proceeds to BMO;
- (k) The Debtors shall execute a Consent to Judgment and a Consent Receivership Order; and
- (l) Upon expiry of the Forbearance Term in the absence of payment the Debt in full, BMO may immediately proceed to take such steps as it deems necessary to recover payment of the Debt, including enforcement of its Security, without further notice.

41. Attached hereto and marked as **Exhibit "LL"** are copies of the Consent to Judgment and Consent Receivership Order executed by the Debtors.

42. Pursuant to the Forbearance Agreement, Genesis executed postponements of its mortgages on various lands owned by Can-Am to BMO's Second Mortgage. Attached hereto and marked as **Exhibit "MM"** are copies of Genesis' postponements.

43. On October 4, 2023, BDO and BMO entered into an engagement letter pursuant to which BDO agreed, among other things, to monitor the business and affairs of the Debtors during the Forbearance Term (the "**Engagement Letter**"). Attached hereto and marked as **Exhibit "NN"** is a copy of the Engagement Letter, along with the Debtors' consent to same, dated October 4, 2023.

44. Can-Am was the registered owner of property located in St. Andrews Manitoba, legally described as:

Title No. 3267805/1

NW 1/4 20-16-4 EPM,
EXC: FIRSTLY: DRAIN PLAN 6225 WLTO
SECONDLY: ROAD PLAN 32605 WLTO AND
THIRDLY: ALL MINES AND MINERALS SET FORTH IN THE
ORIGINAL GRANT FROM THE CROWN

and

Title No. 3267806/1

SW 1/4 20-16-4 EPM,
SUBJECT TO THE RESERVATIONS AND PROVISIOES

CONTAINED IN THE GRANT FROM THE CROWN
(collectively, the “**St. Andrews Property**”).

45. On or about October 5, 2023, Can-Am sold the St. Andrews Property for \$2,500,000.00. The sale proceeds were disbursed in accordance with the Forbearance Agreement, as set out at paragraph 40(j)(i)-(vii) herein. BMO received the balance of the sale proceeds in the amount of \$1,883,977.81, which amount included the non-refundable \$45,000.00 Forbearance Fee. The remaining \$1,838,977.81 was applied by BMO to satisfy the Can-Am Debt.

46. Throughout the Forbearance Term, the Debtors have been in an unauthorized overdraft position on number occasions. For instance, between on or about October 18 and 20, 2023, Genesis impermissibly used float generated by the Bank’s Clearing System to fund its payroll and its USD account was in an unauthorized overdraft position. As a result, BMO placed holds on cheques deposited to Genesis, GGI and Can-Am’s BMO Accounts from both Canada and the USA. Attached hereto and marked as **Exhibit “OO”** are copies of my email correspondence with Trevor Klippenstein (“**Mr. Klippenstein**”), Vice President Finance of Genesis, dated October 18 to 20, 2023, regarding Genesis’ use of float generated by BMO’s Clearing System to fund its payroll.

47. Between on or about December 19 and 20, 2023, Genesis contacted BMO via email to request that holds placed on its BMO accounts be removed, as Genesis was unable to meet its payroll obligations. Attached hereto and marked as **Exhibit “PP”** is a copy of my email correspondence with Mr. Klippenstein dated December 19 to 20, 2023.

48. On or about December 21, 2023, I contacted Mr. Klippenstein via email to advise that Genesis’ BMO accounts were again in an unauthorized overdraft position. Attached hereto and marked as **Exhibit “QQ”** is a copy of my email correspondence with Mr. Klippenstein dated December 21, 2023.

49. I am informed by Ms. Howden, and do verily believe that on or about January 9, 2024, Genesis received an Offer to Purchase the Oakville Property (the **“Offer”**). The Offer was made subject to, *inter alia*, agreement by January 31, 2024, as to the terms of a month-to-month rental agreement whereby Genesis would lease back a portion of the Oakville Property, and approval of the Offer by BMO by January 26, 2024.

50. I am advised by Mr. Lewis and do verily believe that the Debtors had discussions with a number of parties, one of who has expressed an interest in pursuing a transaction involving the assets of or shares in Genesis and

its affiliates. To date, there has been no binding letter of interest, purchase and sale transaction, or financing commitment entered into between the Debtors and any party.

Expiry of Forbearance Agreement

51. On January 15, 2024, the Forbearance Agreement expired, and the entirety of the Genesis Debt was due and payable in full. To date, the Debtors have failed to repay the Genesis Debt.

52. On or about January 16, 2024, I was advised by Mr. Lewis and do verily believe that:

- (a) Genesis is operating on a day-to-day basis without any apparent internal cash-flow budgeting;
- (b) Genesis is using any available funds to pay supplier invoices or to purchase feed;
- (c) Genesis is unable to accurately project when receivables will be collected;
- (d) Genesis continues to have significant difficulties in meeting its bi-weekly payroll obligations; and
- (e) Genesis' BMO account is often in an overdraft position.

53. On or about January 19, 2024, BMO became aware that Genesis had placed its BMO account into an unauthorized overdraft position.

54. I am advised by Ms. Howden and do verily believe that on or about January 19, 2024, she contacted counsel for the Debtors, Kalev Anniko of Fillmore Riley LLP ("**Mr. Anniko**"), via email to advise that the Debtors were in an unauthorized overdraft position and that BMO would not tolerate further excesses. Ms. Howden confirmed that BMO intended to proceed with a receivership application as the Forbearance Agreement had expired. Attached hereto and marked as **Exhibit "RR"** to this my affidavit is a copy of Ms. Howden's January 19, 2024, email to Mr. Anniko.

55. Between on or about January 22 and January 25, I was advised by Mr. Lewis and do verily believe that since May 15, 2023:

- (a) Genesis' inventory had dropped in value from approximately \$4,700,000.00 to \$1,900,000.00, primarily due to the sale of the St. Andrews Property;
- (b) Six Canadian vehicles, eight U.S. vehicles, and four trailers owned by Genesis were sold, with the proceeds of sale therefrom being used by Genesis to fund its operations;

- (c) There are potential buyers interested in purchasing property owned by Genesis, however Genesis has not received any formal offer to purchase that property;
- (d) GGI's operations in the U.S. are limited, with little to no ongoing activity;
- (e) Genesis sold its "Bagot" inventory and used the proceeds to pay its operating expenses; and
- (f) Without advance notice to BDO or BMO, Genesis sold its "Durand Gilt" inventory and paid the proceeds thereof to a creditor; and
- (g) Genesis' "Martin Sow" inventory was taken by a third party creditor of Genesis, who was in possession of that inventory, and was sold by the creditor to pay down the debt owing to them by Genesis.

56. I am further advised by Mr. Lewis and do verily believe that between November 2023 and January 2024, the Debtors liquidated approximately \$1,400,000.00 of their inventory, which inventory and proceeds are secured to BMO. However, such proceeds were not paid by the Debtors to BMO to reduce the Genesis Debt. Further, the Debtors have not accounted to BMO

regarding the details of such inventory liquidation and have not explained where or how the proceeds have been applied.

57. I am advised by Ms. Howden, and do verily believe, that on or about January 23, 2024, she emailed Mr. Anniko to, *inter alia*, ask that he provide particulars regarding the Offer to Purchase the Oakville Property, and to provide details regarding Genesis' inventory liquidation. Attached hereto and marked as **Exhibit "SS"** is a copy of Ms. Howden's email to Mr. Anniko, dated January 23, 2024.

58. I am further advised by Ms. Howden, and do verily believe, that she did not receive a response from Mr. Anniko to her email of January 23, 2024.

59. As at January 30, 2024, Genesis is indebted to BMO in the total amount of \$6,022,289,95. Interest continues to accrue thereon at the rate of prime plus 3.5% per annum. Attached hereto and marked as **Exhibit "TT"** is a copy of a payout statement prepared by BMO as at January 30, 2024, with respect to the Genesis Debt.

60. On or about February 2, 2024, I was advised by Mr. Lewis and do verily believe that the Debtors continue to have discussions with various parties who have expressed an interest in pursuing a transaction involving the

assets or properties of the Debtors. However, no formal offers to purchase the assets or properties of the Debtors have been made.

61. Additionally, I am informed by my review of Manitoba's online Court of King's Bench Registry (the "**KB Registry**") and do verily believe that there are several recent and ongoing litigation matters involving Genesis and Can-Am, including:

- (a) CI 17-01-10185 Genesis Inc. v. Superior Weanlings Ltd. Genesis filed a Statement of Claim against Superior Weanlings Ltd. on September 13, 2017. The most recent entry on the KB Registry is a pre-trial memorandum from Justice Harris issued on November 8, 2022, indicating "TD: Nov 12-21, 2024 at 10AM". Attached hereto and marked as **Exhibit "UU"** is a screenshot of the KB Registry search results for CI 17-01-10185.
- (b) CI 21-01-33804 Sollio Agricultural Livestock v. Genesis Inc. Sollio Agricultural Livestock filed a Statement of Claim against Genesis on December 10, 2021. On December 13, 2023, Justice Rempel granted an Order allowing MLT Aikins LLP to withdraw as counsel of record for Genesis in this action. The most recent entry on the KB Registry is an Affidavit of Service,

serving the Order permitting MLT Aikins LLP to withdraw as counsel of record and a pre-trial memo upon Genesis on January 2, 2024. Attached hereto and marked as **Exhibit “VV”** is a screenshot of the KB Registry search results CI 21-01-33804.

- (c) CI 23-01-39597 Venbridge Limited Partnership v Genesis Inc. Venbridge Limited Partnership filed a Statement of Claim against Genesis on February 15, 2023. Venbridge Limited Partnership obtained Judgment against Genesis on March 23, 2023. BMO was served with Notices of Garnishment by Venbridge Limited Partnership, dated February 16, 2023, and April 25, 2023, pursuant to which BMO paid the total sum of \$564,865.47 into Court. On June 14, 2023, counsel for Venbridge Limited Partnership filed a Requisition for payment out of Court of the garnished funds. Attached hereto and marked as **Exhibit “WW”** is a screenshot of the KB Registry search results CI 23-01-39597.
- (d) CI 23-01-43827 Fermes Durand Farms Ltee v. Genesis Inc. and Can-Am Genetics Inc. Fermes Durand Farms Ltee filed a Statement of Claim against Genesis and Can-Am on November

15, 2023. Fermes Durand Farms Ltee obtained Default Judgment against Genesis and Can-Am on December 28, 2023, in the amount of \$800,815.19. Attached hereto and marked as **Exhibit “XX”** is a screenshot of the KB Registry search results CI 23-01-43827.

- (e) CI 23-01-44293 Sea Air International Forwarde v. Genesis Inc. On December 12, 2023, Sea Air International Forwarde filed a Requisition to file a Judgment obtained from the Ontario Superior Court of Justice against Genesis pursuant to *The Enforcement of Canadian Judgments Act*. On December 15, 2023, Sea Air International Forwarde filed a Requisition for a Certificate of Judgment against Genesis in the amount of \$321,066.33. Attached hereto and marked as **Exhibit “YY”** is a screenshot of the KB Registry search results CI 23-01-44293.
- (f) CI 24-01-44532 Ernst & Young LLP v. Can-Am Genetics Inc. Ernst & Young LLP filed a Statement of Claim against Can-Am on January 3, 2024. The most recent entry in the KB Registry is an Affidavit of Service filed on January 23, 2024, indicating service of the Statement of Claim on Trevor Klippenstein on January 18, 2024. Attached hereto and marked as **Exhibit “ZZ”**

is a screenshot of the KB Registry search results CI 24-01-44532.

- (g) SC 24-01-44732 Murray Chevrolet Partnership v. Genesis Inc. Murray Chevrolet Partnership filed a Small Claim – Unpaid Account against Genesis on January 24, 2024, claiming the amount of \$2,887.30. The first appearance in this matter is scheduled to take place on May 27, 2024. Attached hereto and marked as **Exhibit “AAA”** is a screenshot of the KB Registry search results SC 24-01-44732.

62. Despite being advised by the Debtors that they are looking for opportunities to refinance, sell their business as a going concern, or liquidate assets to repay the Debt to BMO, there has been no reduction in the Debt owing to BMO since the sale of the St. Andrews Property in or about October 2023. BMO has accordingly lost confidence in the management of Genesis to address repayment of the Genesis Debt. Genesis continues to operate and to pay other creditors without reduction of the Genesis Debt to BMO. As the business continues to operate without reduction of the Genesis Debt to BMO, BMO is concerned about preservation and diminishment of the value of its Security.

63. BDO has knowledge of the Debtors' business operations and is qualified to and has consented to act as Receiver.

64. I make this Affidavit *bona fide*.

AFFIRMED BEFORE ME at the)
City of Edmonton, in the Province)
of Alberta, by videoconference on)
the 9th day of February, 2024, at)
which time I saw and heard the)
declarant swear this document and)
sign it.)
The declarant provided their)
identity by means of Alberta driver's)
license.)



ED BARRINGTON

On this 12th day of February, 2024,
having received this originally
executed document, I signed it.



A Notary Public in and for the
Province of Manitoba

This is **Exhibit "A"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to be 'M. R. ...', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

Print Close View Charges Return to Search



File Summary

Registry No : 10014640
Entity Name : Genesis Inc.

As of : 08-Feb-2024

Entity Name : Genesis Inc.
 Registry No : 10014640
 Business No : 893435982MC0004
 Current Status : Active (New Amalgamated)

Entity Type : BUSINESS CORPORATION
 Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 01-Apr-2018
 Home Jurisdiction : MANITOBA
 Annual Return/Renewal Date : 31-May-2024
 Year of Last A/R - Renewal : 2023
 Nature of Business : LIVESTOCK FARM
 NAICS Code : 1121

Registered Office Address :
 Address : 101 2ND STREET, PO BOX 278
 City/Province : OAKVILLE, MB
 Country/Postal Code : CANADA, R0H 0Y0

Mailing Address :
 Name : GENESUS INC.
 Address : 101 2ND STREET, PO BOX 278
 City/Province : OAKVILLE, MB
 Country/Postal Code : CANADA, R0H 0Y0
 Attention : JAMES R. LONG

Director Information :

Name : KEMP, ROBERT
 Address : 219 CANYON BLVD W.
 City/Province : LETHBRIDGE, AB
 Country/Postal Code : CANADA, T1K 6V1

Name : LONG, JAMES
 Address : 101 2ND STREET, PO BOX 278
 City/Province : OAKVILLE, MB
 Country/Postal Code : CANADA, R0H 0Y0

Name : VAN SCHEPDAEL, DANIEL
 Address : BOX 2, GROUP 18, R.R. #1
 City/Province : EAST SELKIRK, MB
 Country/Postal Code : CANADA, R0E 0M0

Name : VAN SCHEPDAEL, MICHAEL
 Address : 79 OCEAN RIDGE DRIVE

City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3Y 1W6

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : 10012519 MANITOBA LTD.
Class Name : Class E Common
Shares Held : 14.65

Firm Name : 1854964 ALBERTA LTD.
Class Name : Class F Common
Shares Held : 17.93

Firm Name : 5390568 MANITOBA LTD.
Class Name : Class G Common
Shares Held : 30.43

Firm Name : JAMES LONG FAMILY HOLDINGS, INC.
Class Name : Class E Common
Shares Held : 17.93

Share Structure :

Class	Authorized Number
Class A Common	UNLIMITED
Class A Prefer	UNLIMITED
Class B Common	UNLIMITED
Class B Prefer	UNLIMITED
Class C Common	UNLIMITED
Class C Prefer	UNLIMITED
Class D Common	UNLIMITED
Class D Prefer	UNLIMITED
Class E Common	UNLIMITED
Class F Common	UNLIMITED
Class G Common	UNLIMITED
Class H Common	UNLIMITED

Shares are distributed to the public : No

Corporations involved to form Amalgamation :

Registry No : 5387966
Entity Name : 5387966 MANITOBA LTD.

Registry No : 6696130
Entity Name : GENESUS INC.

Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
AMALGAMATION	01-Apr-2018	
REQUEST BN15 FOR AMALGAMATION SUCCESSOR	13-Apr-2018	
HUB: ASSIGN BN15 FOR BN	13-Apr-2018	
COMPLIANCE STATUS - DEFAULT	24-Jun-2019	
ANNUAL RETURN (Filed on the Web)	11-Mar-2020	2019
ANNUAL RETURN (Filed on the Web)	07-May-2020	2020
COMPLIANCE STATUS - DEFAULT	22-Jun-2021	
ANNUAL RETURN (Filed on the Web)	05-Oct-2021	2021
ANNUAL RETURN (Filed on the Web)	04-May-2022	2022
ANNUAL RETURN (Filed on the Web)	01-May-2023	2023

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

This is **Exhibit "A"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. R. ...', is written over a horizontal line.

A Notary Public in and for the Province of Manitoba

Print Close View Charges Return to Search



File Summary

Registry No : 3940480
Entity Name : CAN-AM GENETICS INC.

As of : 08-Feb-2024

Entity Name : CAN-AM GENETICS INC.
Registry No : 3940480
Business No : 871806428MC0001
Current Status : Active

Entity Type : BUSINESS CORPORATION
Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 31-Dec-1998
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 31-Jan-2024
Year of Last A/R - Renewal : 2022
Nature of Business : LIVESTOCK FARM
NAICS Code : 1121

Registered Office Address :

Effective date, if changing address : 01-Jun-2023
Address : 101 2ND STREET, PO BOX 278
City/Province : OAKVILLE, MB
Country/Postal Code : CANADA, R0H 0Y0

Mailing Address :

Name : GENESUS INC.
Address : 101 2ND STREET, PO BOX 278
City/Province : OAKVILLE, MB
Country/Postal Code : CANADA, R0H 0Y0
Attention : JODI NIGH

Director Information :

Date Became : 31-May-2023
Name : KEMP, ROBERT
Address : 219 CANYON BLVD W.
City/Province : LETHBRIDGE, AB
Country/Postal Code : CANADA, T1K 6V1
Date Became : 31-May-2023
Name : LONG, JAMES
Address : 70 CAMBERDALE PLACE
City/Province : LONDON, ON
Country/Postal Code : CANADA, N6K 9A1
Date Became : 31-May-2023
Name : VANSCHEPDAEL, DAN
Address : BOX 2 GROUP 18 RR1

City/Province : EAST SELKIRK, MB
 Country/Postal Code : CANADA, R0E 0M0
 Date Became : 31-May-2023
 Name : VANSCHPEDAEL, MICHAEL
 Address : 79 OCEAN RIDGE DRIVE
 City/Province : WINNIPEG, MB
 Country/Postal Code : CANADA, R3Y 1W6

Officer Information :

Name : LONG, JAMES
 Address : 70 CAMBERDALE PLACE
 City/Province : LONDON, ON
 Country/Postal Code : CANADA, N6K 4A1
 Position Held as Officer : VICE-PRES

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : GENESUS INC.
 Class Name : CLASSB
 Shares Held : 10.00

Share Structure :

Class	Authorized Number
CLASSA	UNLIMITED
CLASSB	UNLIMITED
CLASSC	UNLIMITED
CLASSD	UNLIMITED
CLASSE	UNLIMITED

Shares are distributed to the public : No

Name History :

Previous Name : CAN-AM SWINE GENETICS INC.
 Date of Change : 14-Jan-1999

Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED		
ANNUAL RETURN (Filed on the Web)	30-Jan-2018	2017
ANNUAL RETURN (Filed on the Web)	20-Mar-2019	2018
ANNUAL RETURN (Filed on the Web)	27-Jan-2020	2019
ANNUAL RETURN (Filed on the Web)	26-Jan-2021	2020
ANNUAL RETURN (Filed on the Web)	28-Jan-2022	2021
ANNUAL RETURN (Filed on the Web)	27-Jan-2023	2022
CHANGE OF SHAREHOLDERS (Filed on the Web)	31-May-2023	
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	31-May-2023	
CHANGE OF REGISTERED OFFICE (Filed on the Web)	01-Jun-2023	
CHANGE OF MAILING ADDRESS (Filed on the Web)	01-Jun-2023	

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

This is **Exhibit “C”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'N. L. L. L.', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

U.S.A. Business Entity Details

Business Filing Information

Country/State:



United States of America, South Dakota (US)

Entity Name:

GENESUS GENETICS, INC.

Entity Id:

DB036202

Incorporation/Qualification Date:

08/31/1995

Home State:

SOUTH DAKOTA

Entity Address

101 2ND STREET, Winnipeg, MB, CANADA

Mailing Address:

101 2ND STREET, Winnipeg, MB, CANADA

Status:

Good Standing

Corporation Type:

Business Corporation - Domestic

Stock Info:

10,000 CM A @ \$1.

Registered Agent

Name:

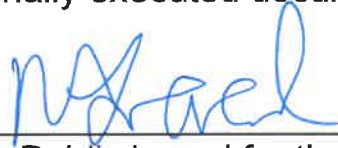
Tanner J. Fitz

Address:

140 N PHILLIPS AVE 4TH FLOOR, SIOUX FALLS, SD 57104 USA, 140 N PHILLIPS AVE
4TH FLOOR SIOUX FALLS, SD 57104

This is **Exhibit “D”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'N. Stael', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

February 7, 2011

Genesis Inc.
Box 278, 101 2nd Street
Oakville, Manitoba
R0H 0Y0

Attention: Mr. Jim Long
Ms. Jodi Nigh

Dear Jim and Jodi,

We are pleased to advise that the Bank of Montreal has authorized the following credit facilities for Genesis Inc. as outlined in the attachment.

In accepting this commitment the company acknowledges that, if in the opinion of the Bank, a material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrower, any obligation to advance some or all of the above facilities may be withdrawn or cancelled.

On this understanding, we request your acceptance of the following by signing and returning the enclosed copy of the letter by February 21, 2011. At that point, accounts will be opened and security documentation will be prepared.

We wish to thank you for approaching Bank of Montreal for your banking requirements and we look forward to a mutually beneficial relationship.

Yours truly,



Richard Clement
Senior Commercial Account Manager

TERMS SHEET

February 7, 2011

Borrower: **Genesis Inc.**
Guarantors: **Can-Am Genetics Inc.**
Genesis Genetics Inc.

FACILITY #1: Authorized Overdraft.
Amount: \$ 500,000 Canadian.
Purpose: For operating purposes to finance account receivables.
Availability: By way of overdraft. On Demand.
Margin Requirement: None.
Repayment: From business receipts/cash flow from operations.
Interest Rate: Bank of Montreal Prime Rate plus 2.00%, floating, payable monthly in arrears.
Facility Fee: \$50. per month. Standard transaction fees to apply based on account activity.

FACILITY #2 Foreign Exchange Forward Contracts ("FEFC").
Amount: \$100,000; 20% deemed risk content.
Purpose: For purchase and sale of foreign exchange contracts in USD currency to a maximum of \$ 500,000 (CDN equivalent).
Availability: By way of FEFC to a maximum of 360 days. Not for speculative purposes. No netting out of forward contracts to be permitted even when settlement date coincides when calculating actual exposure.
Pricing: As dictated by the market.
Fee: Application fee of \$3,000 to apply. Fee covers both Genesis Inc and Can-Am Genetics Inc applications for credit.

Reporting Requirements:

The Borrower will deliver to the Bank:

1. Externally prepared ~~Audited~~ ^{Review Engagement} Financial Statements annually of the Borrower (Genesis Inc.), within 120 days of each fiscal year end.
2. Quarterly aged accounts receivable listings within 30 days after each quarter-end (March, June, September and December).
3. Other information as the Bank may reasonably require, from time to time.

General Terms and Conditions:

1. All legal costs and related expenses will be for the account of the Borrower.
2. Facilities are subject to the Bank's right of periodic and at least annual review.
3. There shall be no change in ownership control without the prior written consent of the Bank.
4. Cross Default Clause whereby should either Genesis Inc or Can-Am Genetics Inc fall into default with the Bank, both Genesis Inc. and Can-Am Genetics Inc. will be deemed to be in default.

Security and Documentation To Be Obtained:

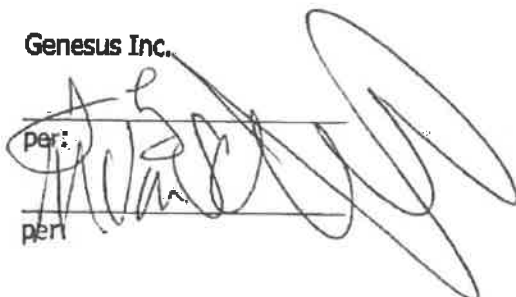
General Security:

1. Current Account and Borrowing Authorities.
2. Overdraft Borrowing Agreement for \$500,000 Canadian at Prime plus 2.00% with a monthly facility fee of \$50.
3. General Assignment of Book Debts to be registered PPSA (Manitoba).
4. Section 427 Bank of Canada Security over inventory.
5. General Security Agreement providing the Bank of Montreal with a first fixed and floating charge over all assets of the company to be registered PPSA (Manitoba).

6. Assignment of fire insurance and other perils insurance on inventory, loss payable to the Bank of Montreal.
7. Letter from the Borrower indicating that they do not maintain a warehouse in the U.S.A.
8. Subrogation of Preferred Shares to be executed by Jim Long, 5390568 Manitoba Ltd, Bob Kemp, 5387966 Manitoba Ltd, Mike Van Schepdael Family Trust, 612381 Manitoba Ltd and acknowledged by Genesis Inc.
9. Corporate Guarantee including Enabling Resolution to be executed by Can-Am Genetics Inc. in the amount of \$600,000 supported by:
General Security Agreement.
10. Corporate Guarantee including Enabling Resolution to be executed by Genesis Genetics, Inc. in the amount of \$600,000 supported by:
General Security Agreement.
11. Assignment of EDC Insurance.
12. Solicitor Prepared Postponement Agreement between Manitoba Agricultural Services Corporation (MASC) and Bank of Montreal allowing the Bank to be in First Position on the Assignment of Book Debts and General Security Agreement, with MASC in a second position. To be registered as required.
13. Foreign Exchange Forward Contracts as required.
14. Firstbank Commercial Loan Insurance or Waiver to be offered to Jim Long and Mike Van Schepdael.

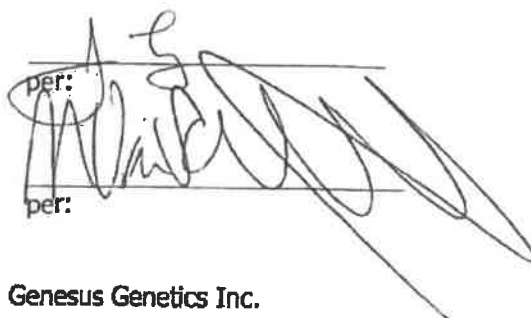
Acknowledged and accepted this 16 day of February, 2011

Genesis Inc.

per: 
per:

By its Guarantors:

Can-Am Genetics Inc.

per: 
per:

Genesis Genetics Inc.

per: 
per:

April 1, 2011

Genesis Inc.
Box 278, 101 2nd Street
Oakville, Manitoba
R0H 0Y0

**Attention: Mr. Jim Long
Ms. Jodi Nigh**

Dear Jim and Jodi,

We are pleased to advise that the Bank of Montreal has authorized the following credit facilities for Genesis Inc. as outlined in the attachment.

In accepting this commitment the company acknowledges that, if in the opinion of the Bank, a material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrower, any obligation to advance some or all of the above facilities may be withdrawn or cancelled.

On this understanding, we request your acceptance of the following by signing and returning the enclosed copy of the letter by April 12, 2011. At that point, security documentation will be prepared.

We wish to thank you for approaching Bank of Montreal for your banking requirements and we look forward to our ongoing mutually beneficial relationship.

Yours truly,



Richard Clement
Senior Commercial Account Manager

TERMS SHEET

April 1, 2011

Borrower: Genesis Inc.
**Guarantors: Can-Am Genetics Inc.
Genesis Genetics Inc.**

FACILITY #1: Authorized Overdraft.
Amount: \$ 500,000 Canadian.
Purpose: For operating purposes to finance account receivables.
Availability: By way of overdraft. On Demand.
Margin Requirement: None.
Repayment: From business receipts/cash flow from operations.
Interest Rate: Bank of Montreal Prime Rate plus 2.00%, floating, payable monthly in arrears.
Facility Fee: \$50. per month. Standard transaction fees to apply based on account activity.

FACILITY #2 Foreign Exchange Forward Contracts ("FEFC").
Amount: \$100,000; 20% deemed risk content.
Purpose: For purchase and sale of foreign exchange contracts in USD currency to a maximum of \$ 500,000 (CDN equivalent).
Availability: By way of FEFC to a maximum of 360 days. Not for speculative purposes. No netting out of forward contracts to be permitted even when settlement date coincides when calculating actual exposure.
Pricing: As dictated by the market.

FACILITY #3

Commercial Letter of Credit (Performance Security Guarantee).

Amount:

\$4,037,306 U.S.

Purpose:

C/L/C in favour of Rosagroleasing " Russian Contract". To expire December 12, 2011.

Availability:

C/L/C to be fully guaranteed by Export Development Corporation. Partial drawings allowed. C/L/C to be reviewed by BMO Trade Finance who will remain involved until the satisfactory expiry of the facility. C/L/C to reduce following each Lot shipment in accordance to the "Contract".

Pricing:

Standard C/L/C fees to apply.

Fee:

Application fee of \$1,000 to apply.

Reporting Requirements:

The Borrower will deliver to the Bank:

1. Externally prepared Review Engagement Financial Statements annually of the Borrower (Genesus Inc.), within 120 days of each fiscal year end.
2. Quarterly aged accounts receivable listings within 30 days after each quarter-end (March, June, September and December).
3. Other information as the Bank may reasonably require, from time to time.

General Terms and Conditions:

1. All security documents are to be executed and registered as required.
2. All legal costs and related expenses will be for the account of the Borrower.
3. Facilities are subject to the Bank's right of periodic and at least annual review.
4. There shall be no change in ownership control without the prior written consent of the Bank.

5. Cross Default Clause whereby should either Genesis Inc or Can-Am Genetics Inc fall into default with the Bank, both Genesis Inc. and Can-Am Genetics Inc. will be deemed to be in default.

Security and Documentation Held:

General Security:

1. Current Account and Borrowing Authorities dated February 23, 2011.
2. Overdraft Borrowing Agreement for \$500,000 Canadian at Prime plus 2.00% with a monthly facility fee of \$50 dated February 23, 2011.
3. Section 427 Bank of Canada Security over inventory dated February 28, 2011, registered March 4, 2011, expires December 31, 2016.
4. General Security Agreement providing the Bank of Montreal with a first fixed and floating charge over all assets of the company dated February 23, 2011, registered PPSA (Manitoba) March 11, 2011, expires March 10, 2016.
5. Letter from the Borrower indicating that they do not maintain a warehouse in the U.S.A dated February 23, 2011.
6. Subrogation of Preferred Shares executed by Jim Long (March 2, 2011), 5390568 Manitoba Ltd (February 23, 2011), Bob Kemp (March 2, 2011), 5387966 Manitoba Ltd (February 23, 2011), Mike Van Schepdael Family Trust (February 24, 2011), 612381 Manitoba Ltd (February 24, 2011) acknowledged by Genesis Inc.
7. Corporate Guarantee including Enabling Resolution dated February 23, 2011 executed by Can-Am Genetics Inc. in the amount of \$600,000 supported by:
General Security Agreement dated February 23, 2011.
8. Corporate Guarantee including Enabling Resolution dated February 23, 2011 executed by Genesis Genetics Inc. in the amount of \$600,000 supported by:
General Security Agreement dated February 23, 2011.
9. Assignment of EDC Insurance dated March 10, 2011, expires December 31, 2011.

10. Firstbank Commercial Loan Insurance Waivers executed by Jim Long on March 2, 2011 and Mike Van Schepdael on February 24, 2011.
11. Term Sheet executed February 16, 2011.

Security and Documentation To Be Obtained:

12. General Assignment of Book Debts to be registered PPSA (Manitoba). Note: - with Bank's Solicitor.
13. Assignment of fire insurance and other perils insurance on inventory, loss payable to the Bank of Montreal.
14. Renewal of Assignment of EDC Insurance (note: expires December 31, 2011).
15. Solicitor Prepared Postponement Agreement between Manitoba Agricultural Services Corporation (MASC), Farm Credit Corporation (F.C.C.) and Bank of Montreal allowing the Bank to be in First Position on the Assignment of Book Debts and General Security Agreement, with MASC in a second position. To be registered as required.
16. Foreign Exchange Forward Contracts as required.
17. EDC Performance Security Guarantee in the amount of \$4,037,306 U.S. to support the C/L/C issued by Bank of Montreal for Rosagroleasing "Russia Contract" (Beneficiary).

Acknowledged and accepted this 4 day of April, 2011

Genesis Inc.


per: _____


per: _____

By its Guarantors:

Can-Am Genetics Inc.

per:

per:

Genesis Genetics Inc.

per:

per:

Acknowledged and accepted this 4 day of April, 2011

Genesis Inc.

per: [Signature]

per: [Signature]

By Its Guarantors:

Can-Am Genetics Inc.

per: [Signature]

per: [Signature]

Genesis Genetics Inc.

per: [Signature]

per: [Signature]

Letter of Agreement



BMO Bank of Montreal
335 Main St,
Winnipeg, MB R3C 1C2

March 19, 2019

Genesis Inc.
PO Box 278
Oakville, MB R0H 0Y0

Attention: Jodi Nigh

LETTER OF AGREEMENT

Bank of Montreal ("**BMO**") is pleased to advise that it has authorized the following renewed and/or amended and/or restated credit Facilities for **Genesis Inc.** (each, a "**Facility**" and collectively, the "**Facilities**") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower:	Genesis Inc. (the "Borrower")
Guarantors:	Genesis Genetics Inc. Can-Am Genetics Inc. (the "Guarantors")
Total Facility Limit:	The total approved amount of all facilities shall not exceed \$5,750,000.00 at any time.

Facility # 1

Facility Authorization: \$1,250,000.00 USD

Type of Loan: Operating Facility

Purpose: Funds to assist with Letter of Credit or Stand-By Advance Payment Guarantee requirements

Advance Options(each a "Loan" and collectively the "Loans")

**Letters of Credit/
Guarantee**

Interest Rate: Draws will bear interest equal to the Prime Rate plus 1.50%, until actual payment in full.

Repayment Terms: To be reduced and/or cancelled in normal course.

Maximum Term: 12 months from date of issue. Renewals as required.

Drawdown Conditions: The Borrower may request the issuance of Letters of Credit, in a form reasonably acceptable to BMO, at any time and from time to time. Each Letter of Credit shall expire at or prior to the close of business on the date that is one year after the date of the issuance of such a Letter of Credit.

Commissions and Fees: Advised based on specifics of request and Trade Finance client fee schedule.

Terms & Conditions: Per Indemnity Agreement.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility or request to change the Cap amount of an Operating Demand Loan under this Facility.

Facility # 2

Facility Authorization: \$4,000,000.00 CAD

Type of Loan: Operating Demand Loan (ODL)

Purpose: Operating Financing

Interest Rate: Prime Rate plus 1.50%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of March 19, 2019 is 3.95%.

Repayments: Repayable on demand

Facility Fee: \$50.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

Other Costs: BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization.

In the event the Advances under this Facility exceeds the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.

Other: Facility limit of \$4,000,000.00 is subject to EDC Export Guarantee of 50%. Limit availability is until the expiration of EDC Guarantee, to be provided prior to funding. Limit will revert back to \$2,000,000.00 upon expiration.

Facility # 3

Type of Loan:	Foreign Exchange Forward Contract
Amount:	\$500,000 CAD
Purpose:	To facilitate the utilization of Foreign Exchange Forward Contract (FEFC) products.
Term:	For Terms up to a maximum of 12 months.
Availability:	Through BMO's Capital Market Treasury Desk
Terms, Conditions and Fees:	Subject to specific agreements and availability.

Conditions Precedent to Advances:

BMO will not be required to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Completion of all loan and account documents and all Security as outlined below.
2. Compliance with all covenants, representations and warranties in all loan documents and Security.
3. Receipt of all information necessary for BMO to comply with all legal and internal requirements in respect of money laundering and proceeds of crime legislation, and "know your customer" requirements.
4. Satisfactory review by BMO of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.
5. Confirmation of no material adverse change to the Borrower and the Guarantor and their respective property and assets since the latest financial statements provided to BMO.
6. Confirmation that no default or breach under this Letter of Agreement, any of the loan documents or the Security has occurred.
7. Confirmation of EDC Export Guarantee at 50% of \$4,000,000.00 ODL, including expiration date of guarantee.

Covenants:

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

1. Not applicable at this time

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. Not applicable at this time

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "Security") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

Security On File:

1. Registered first-ranking security under the Bank Act over Inventory - Agriculture Livestock
2. General Assignment of Book Debts
3. Assignment of Cash Collateral in the amount of \$1,250,000.00 to be held in a Term Deposit.
4. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking over all assets
5. \$2,100,000.00 Corporate guarantee from Can-Am Genetics Inc. with Enabling Resolution
6. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of Can-Am Genetics Inc. with a First ranking over all assets
7. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of Genesis Genetics Inc. with a First ranking over all assets

Security To be Obtained:

8. \$4,100,000.00 Corporate guarantee from Genesis Genetics Inc. with Enabling Resolution
9. Executed EDC Guarantee for 50% of \$4,000,000.00 ODL authorization

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Reporting Requirements:

Annual	<p>Borrower to provide 120 days after Fiscal year end:</p> <ol style="list-style-type: none"> 1. Accountant prepared Review Engagement Financial Statements for Genesis Inc. 2. Year-to-Date In-House financials for Genesis Inc. 3. Updated Inventory listing and Aged Accounts Receivable listing for Genesis Inc. 4. Accountant prepared Review Engagement Financial Statement for Corporate Guarantor, Genesis Genetics Inc.* 5. Accountant prepared Review Engagement Financial Statement for Corporate Guarantor, Can-AM Genetics Inc.* <p><i>*If Review Engagement report is not available due to the Fiscal year end date, provide in-house Financial Statement and most recent Financials available</i></p>
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A \$50 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

Prompt notification of management letters, default notices, litigation, and any other material events

Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal and consulting fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of \$4,000.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$2,500.00 and is subject to change.

All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its bank accounts, solely with BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO has provided Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist may contact the to discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and

would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Manitoba and the federal laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

Schedule A – Covenants

Schedule B – Representations and Warranties

Schedule C – Conditions Precedent to Advances

In accepting this Letter of Agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than April 15, 2019. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: 
Name: ADAM KALECHYN
Title: SENIOR RELATIONSHIP MANAGER

Accepted and agreed to this 22 day of March, 2019

Borrower

Genesis Inc.

Signature: Jodi Nigh
Name: Jodi Nigh
Title: C.F.O.

Signature: [Signature]
Name: Logan Lambert
Title: Office Manager

Guarantors

Genesis Genetics Inc.

Signature: Jodi Nigh
Name: Jodi Nigh
Title: C.F.O.

Signature: [Signature]
Name: Logan Lambert
Title: Office Manager

Can-Am Genetics Inc.

Signature: Jodi Nigh
Name: Jodi Nigh
Title: Finance mgr

Signature: [Signature]
Name: Logan Lambert
Title: Office Manager

SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility
2. Maintenance of corporate existence and status, if applicable
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholdings)
4. Compliance with all material laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
5. Compliance with all material agreements
6. Use of proceeds to be consistent with the approved purpose
7. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies
9. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
10. No liens or encumbrances on any assets except with the prior written consent of BMO
11. No change of control or ownership of the Borrower without the prior written consent of BMO
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

SCHEDULE B

REPRESENTATIONS AND WARRANTIES


1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its obligations hereunder and thereunder
2. It is in compliance with all applicable laws (including environmental laws) and its existing agreements
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party
4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a material adverse effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor
6. There is no material litigation pending against it or, to its knowledge, threatened against or affecting it
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required taxes
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. It has complied with all obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration obligations
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business
11. It is not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.

SCHEDULE C

CONDITIONS PRECEDENT TO ADVANCES

1. Evidence of corporate (or other) status and authority
2. Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
3. Completion of all facility documentation and account agreements and authorities, as applicable
4. Compliance with all representations and warranties contained herein
5. Compliance with all covenants (financial and non-financial) contained herein
6. No Event of Default (defined herein) shall have occurred and be continuing
7. Compliance with all laws (including environmental)
8. Payment of all fees and expenses
9. Receipt of all necessary material governmental, regulatory and other third party approvals including environmental approvals and certificates
10. Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
11. Repayment of all existing indebtedness (excluding permitted indebtedness), as applicable.
12. Satisfactory review of material contracts, as applicable
13. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower(s) and/or the Guarantor(s) and compliance with any changes required to satisfy BMO's insurance requirements
14. Disclosure of all material contingent obligations
15. Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness
16. Corporate taxes of the Borrower and corporate/personal taxes of the Guarantor(s) are to be confirmed current and up-to-date
17. Satisfactory evidence that all other taxes payable by the Borrower and Guarantor(s) (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
18. No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s)
19. Any other document or action which BMO may reasonably require

Letter of Agreement – Amendment & Restatement

BMO  Bank of Montreal

BMO Bank of Montreal,
1700-201 Portage Ave,
Winnipeg, MB R3B 3K6

March 04, 2020

GENESUS INC.
P.O. BOX 278
OAKVILLE, MANITOBA R0H 0Y0

Attention: Jodi Nigh

LETTER OF AGREEMENT – AMENDMENT & RESTATEMENT

Bank of Montreal ("BMO") is pleased to provide this amended and restated Letter of Agreement with respect to the credit Facilities (each a "Facility" and collectively, the "Facilities") described herein. The letter (the "Letter of Agreement") amends and restates the existing Letter of Agreement dated March 19, 2019 (the "Prior Letter"). The Facilities are offered (or continue to be offered, as applicable) on the terms and conditions set out in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower:	GENESUS INC. (the "Borrower")
Guarantors:	CAN-AM GENETICS INC., GENESUS GENETICS INC., (the "Guarantors")
Total Facility Limit:	The total approved amount of all facilities shall not exceed \$7,700,000.00 at any time.

Facility # 1

Facility Authorization: \$1,250,000.00 USD (Existing – No changes)

Type of Loan: Operating Facility

Purpose: Funds to assist with Letter of Credit or Stand-By Advance Payment Guarantee requirements supported by cash collateral.

Advance Options (each a "Loan" and collectively the "Loans")	Cap Amount	Additional Details
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Letters of Credit/ Guarantees		
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Interest Rate: Draws will bear interest equal to the Prime Rate plus 1.50%, until actual payment in full.

Repayment Terms: To be reduced and/or cancelled in normal course.

Maximum Term: 12 months from date of issue. Renewals as required.

Drawdown Conditions: The Borrower may request the issuance of Letters of Credit, in a form reasonably acceptable to BMO, at any time and from time to time. Each Letter of Credit shall expire at or prior to the close of business on the date that is one year after the date of the issuance of such a Letter of Credit.

Commissions and Fees: To be advised based on specifics of request and Trade Finance client fee schedule.

Terms & Conditions: Per Indemnity Agreement.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility or request to change the Cap amount of an Operating Demand Loan under this Facility.

Facility # 2

Type of Loan: Treasury Risk Facility (Existing – No changes)
Facility Authorization: \$100,000.00 CAD
Purpose: To facilitate hedging of interest rate risk and/or foreign exchange risk
Availability by the way of: Foreign Exchange Forward Contract for a maximum term of 12 Months.
Terms, Conditions and Fees: Subject to specific agreements and availability.

Facility # 3

Facility Authorization: \$6,000,000.00 CAD (Existing – With Increase)
Type of Loan: Operating Demand Loan (Loan # 0545-1998-976)
Purpose: Operating Financing
Interest Rate: Prime Rate plus 1.5%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of March 04, 2020 is 3.95%.
Repayments: Repayable on demand
Facility Fee: \$100.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.
Other Costs: BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization.

In the event the Advances under this Facility exceeds the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.

Note: Facility limit of \$6,000,000.00 is subject to EDC export development guarantee of \$4,000,000.00. Limit availability is until the expiration of EDC guarantee and will be reverted back to \$2,000,000.00 upon expiry.

Conditions Precedent to Advances:

BMO will have no obligation to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Completion of all loan and account documents and all Security as outlined below.
2. Compliance with all covenants, representations and warranties in all loan documents and Security.
3. Receipt of all information necessary for BMO to comply with all legal and internal requirements in respect of money laundering and proceeds of crime legislation, and "know your customer" requirements.
4. Satisfactory review by BMO of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements.
5. Confirmation of no material adverse change to the Borrower and the Guarantor and their respective property and assets since the latest financial statements provided to BMO.
6. Confirmation that no default or breach under this Letter of Agreement, any of the loan documents or the Security has occurred.
7. Confirmation of EDC Export Development Guarantee in amount of \$4,000,000.00 clearly showing the expiry date.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "Security") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

On file:

1. Registered first-ranking security under the bank act over inventory -- Agricultural Livestock
2. General Assignment of Book Debts
3. Assignment of Cash Collateral in the amount of USD1,250,000.00 to be held in a Term Deposit in support of Facility#1
4. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a Second ranking for Machinery and Equipment and first ranking for Inventory and Account Receivables.
5. \$2,100,000.00 Corporate guarantee from CAN-AM GENETICS INC with Enabling Resolution supported by Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with second ranking over all assets
6. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of GENESUS GENETICS INC. with a first ranking over all assets.
7. \$4,100,000.00 Corporate guarantee from Genesus Genetics, Inc. supported by Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with second ranking over all assets

To be Obtained

1. \$2,000,000.00 Corporate guarantee from Genesus Genetics, Inc. supported by Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with second ranking over all assets.
2. Executed EDC Export Development Guarantee for 66.67% of \$6,000,000.00

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so

long as any commitment under this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

- Not Applicable at this time

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

- Not Applicable at this time

Reporting Requirements:

Annual	<p>Borrower to provide 120 days after Fiscal year end:</p> <ol style="list-style-type: none">1. Accountant prepared Review Engagement Financial Statement for Genesis Inc.2. Year to date In-house financials for Genesis Inc.3. Updated Inventory listing and Aged account receivable listing for Genesis Inc.4. Accountant prepared Review Engagement Financial Statement for Corporate Guarantor Genesis Genetics Inc.*5. Accountant prepared Review Engagement Financial Statement for Corporate Guarantor Can-AM Genetics Inc.* <p>*If Review Engagement report is not available due to the Fiscal year end date, To provide In-house Financial Statement and most recent Financials available</p>
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A \$100 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

Prompt notification of management letters, default notices, litigation, and any other material events

Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account

of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal and consulting fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of \$4,000.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$4,000.00.

All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its Bank Accounts, solely with the BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the Insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Manitoba and the federal laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

Schedule A – Covenants

Schedule B – Representations and Warranties

Schedule C – Conditions Precedent to Advances

This Letter of Agreement amends and restates, without novation, the Prior Letter, as of March 19, 2019, without prejudice to the effect of the terms of the Prior Letter or to any actions taken under or pursuant to the Prior Letter prior to such date. The entry into effect of this Letter of Agreement shall not be deemed to waive or limit any of BMO's rights in respect of any Event of Default then existing under the Prior Letter or any Event of Default under this Letter of Agreement which exists because of matters occurring prior to such effective date, whether or not known to BMO.

In accepting this agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than March 20th, 2020. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: _____
Name: Walter Ajogbor
Title: Relationship Manager

Accepted and agreed to this 9 day of March, 2020.

BORROWER

GENESUS INC.

Signature: [Signature]
Name: Jodi Wigh
Title: CFO

Signature: [Signature]
Name: Logan Lambert
Title: Manager - Head Office

GUARANTORS

CAN-AM GENETICS INC.

Signature: [Signature]
Name: Jodi Wigh
Title: Accounting Mgr

Signature: [Signature]
Name: Logan Lambert
Title: Manager - Head Office

GENESUS GENETICS, INC.

Signature: [Signature]
Name: Jodi Wigh
Title: Accounting Mgr

Signature: [Signature]
Name: Logan Lambert
Title: Manager - Head Office

SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility
2. Maintenance of corporate existence and status, if applicable
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding)
4. Compliance with all material laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
5. Compliance with all material agreements
6. Use of proceeds to be consistent with the approved purpose
7. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies
9. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
10. No liens or encumbrances on any assets except with the prior written consent of BMO
11. No change of control or ownership of the Borrower without the prior written consent of BMO
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

SCHEDULE B

REPRESENTATIONS AND WARRANTIES


1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its obligations hereunder and thereunder
2. It is in compliance with all applicable laws (including environmental laws) and its existing agreements
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party
4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a material adverse effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor
6. There is no material litigation pending against it or, to its knowledge, threatened against or affecting it
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required taxes
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. It has complied with all obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration obligations
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business
11. It is not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.

SCHEDULE C

CONDITIONS PRECEDENT TO ADVANCES

1. Evidence of corporate (or other) status and authority
2. Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
3. Completion of all facility documentation and account agreements and authorities, as applicable
4. Compliance with all representations and warranties contained herein
5. Compliance with all covenants (financial and non-financial) contained herein
6. No Event of Default (defined herein) shall have occurred and be continuing
7. Compliance with all laws (including environmental)
8. Payment of all fees and expenses
9. Receipt of all necessary material governmental, regulatory and other third party approvals including environmental approvals and certificates
10. Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
11. Repayment of all existing indebtedness (excluding permitted indebtedness), as applicable.
12. Satisfactory review of material contracts, as applicable
13. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower(s) and/or the Guarantor(s) and compliance with any changes required to satisfy BMO's insurance requirements
14. Disclosure of all material contingent obligations
15. Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness
16. Corporate taxes of the Borrower and corporate/personal taxes of the Guarantor(s) are to be confirmed current and up-to-date
17. Satisfactory evidence that all other taxes payable by the Borrower and Guarantor(s) (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
18. No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s)
19. Any other document or action which BMO may reasonably require

Letter of Agreement - Amendment

BMO  Bank of Montreal

BMO Bank of Montreal,
1700-201 Portage Ave,
Winnipeg, MB R3B 3K6

LETTER OF AGREEMENT - AMENDMENT

GENESUS INC.
PO BOX 278
OAKVILLE, MANITOBA R0H 0Y0

Attention: Jodi Nigh

March 26, 2020

This letter (the "Amending Letter") is intended to set out certain amendments to the Letter of Agreement dated March 04, 2020 (including all Schedules thereto (the "Letter of Agreement") between Bank of Montreal ("BMO") and the Borrower named below.

GENESUS INC.

Unless defined in this Amending Letter, capitalized terms used in this Amending Letter are intended to have the meanings provided to those terms in the Letter of Agreement.

The Letter of Agreement is amended as follows:

Amount of EDC Guarantee required has been reduced from \$4,000,000.00 to \$3,000,000.00 which now represents 50% of the requested overdraft limit of \$6,000,000.00.

Except to the extent amended by this Amending Letter, the Letter of Agreement remains in full force and effect, without novation. This Amending Letter supersedes and replaces all prior discussions and correspondence (if any) between the parties relating to the subject-matter hereof. Nothing in this Amending Letter is intended to waive or limit any of BMO's rights in respect of any Event of Default existing at the date of this Amending Letter, whether or not known to BMO.

Yours truly,
BANK OF MONTREAL

By: _____
Name: Walter Ajogbor
Title: Relationship Manager

By their signature below, each Borrower and Guarantor acknowledge and agree to the amendments to the Letter of Agreement contained in this Amending Letter. Further, each Borrower and Guarantor reaffirm, acknowledge, covenant and confirm, to and in favour of BMO, the continued applicability, validity, enforceability and binding nature of the Letter of Agreement (as amended by this Amending

Letter) and any documents delivered in connection with the Letter of Agreement (as amended by this Amending Letter), including, without limitation, any security and guarantees granted pursuant thereto, each of which shall continue to be valid, binding and enforceable and in no way altered, lessened, released or otherwise affected by this Amending Letter except as expressly stated in this Amending Letter.

This Amending Letter shall be read and construed with the Letter of Agreement and be treated as a part of the Letter of Agreement, and for such purpose and so far as may be necessary to effectuate the true intent of this Amending Letter, the Letter of Agreement is hereby amended.

Each Borrower and Guarantor represents and warrants to BMO that ((a) does not apply to Individuals):
(a) It is authorized to enter into this Amending Letter and that it has the full power and authority to do so,
(b) each of the representations and warranties contained in the Letter of Agreement is true and correct with the same force and effect as if made on the effective date of the amendments contained in this Amending Letter and (c) it/he/she is in compliance with each of the covenants and other terms and conditions set forth in the Letter of Agreement. Further, in the case of an Individual Borrower and/or Guarantor, he/she represents and warrants to BMO that (i) he/she fully understands the provisions of this Amending Letter and his/her obligations, (ii) he/she has been afforded the opportunity to engage independent legal counsel to explain the purposes of this Amending Letter and his/her obligations and (iii) he/she has either engaged legal counsel or has decided, in his/her sole discretion, not to do so.

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

BORROWER

GENESUS INC

Signature: _____

Name: _____

Title: _____

Logan Lambert
Manager - Head Office

GUARANTORS

GENESUS GENETICS, INC.

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

CAN-AM GENETICS INC.

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

Letter of Agreement - Amendment & Restatement

BMO  **Bank of Montreal**

1700 - 201 PORTAGE AVE
WINNIPEG, MB R3B 3K6

September 14, 2021

GENESUS INC.
PO BOX 278
OAKVILLE, MANITOBA R0H 0Y0

Attention: Jodi Nigh

LETTER OF AGREEMENT - AMENDMENT & RESTATEMENT

Bank of Montreal ("BMO") is pleased to provide this amended and restated Letter of Agreement with respect to the credit Facilities (each a "Facility" and collectively, the "Facilities") described herein. The letter (the "Letter of Agreement") amends and restates the existing Letter of Agreement dated March 19, 2019, as amended by prior amending letters dated March 26, 2020 (the "Prior Letter"). The Facilities are offered (or continue to be offered, as applicable) on the terms and conditions set out in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

The Schedules listed below and attached form part of this Letter of Agreement. Capitalised terms used but not defined have the meanings ascribed to them in Schedule D.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower:	GENESUS INC. (the "Borrower")
Guarantors:	GENESUS GENETICS, INC. CAN-AM GENETICS INC. (the "Guarantors")
Total Facility Limit:	The total approved amount of all facilities shall not exceed \$7,350,000.00 at any time.



Your Product Summary

Facility/ Facilities:

Facility No.	Product Type	Authorized Amount	Currency
1	Revolving Facility - Shared limit/Multi-product/Multi-draw	\$1,250,000.00	USD
2	Overdraft Lending Product - CDN or USD	\$6,000,000.00	CAD
3	Treasury Risk Facility	\$100,000.00	CAD

Your Product Details

Revolving Facility - Shared limit/Multi-product/Multi-draw

Facility Details	
Facility Authorization:	\$1,250,000.00 USD
Current Advanced Amount:	\$0.00 USD
Available Amount:	\$1,250,000.00 USD
Type of Loan:	Operating Facility
Purpose:	For general operating requirements for letter of credit or stand-by advance payment guarantee
Advance Options(each a "Loan" and collectively the "Loans")	Additional Details
Letters of Credit/ Guarantee	<p>Interest Rate: Draws will bear interest equal to the Prime Rate plus 1.50%, until actual payment in full.</p> <p>Repayment Terms: To be reduced and/or cancelled in normal course.</p> <p>Maximum Term: 12 months from date of issue. Renewals as required.</p> <p>Drawdown Conditions: The Borrower may request the issuance of Letters of Credit, in a form reasonably acceptable to BMO, at any time and from time to time. Each Letter of Credit shall expire at or prior to the close of business on the date that is one year after the date of the issuance of such a Letter of Credit.</p> <p>Commissions and Fees:</p>



Your Product Summary

	<p>Advised based on specifics of request and Trade Finance client fee schedule.</p> <p>Terms & Conditions: Per Indemnity Agreement.</p>
	<p>The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.</p> <p>Each Loan under this Facility shall be a separate Loan.</p> <p>The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility or request to change the Cap amount of an Operating Demand Loan under this Facility.</p> <p>The Borrower is permitted four account limit changes per month and a charge of \$150/ change will apply for additional limit changes.</p>

Overdraft Lending Product - CDN or USD

Facility #2 - Existing	
Facility Authorization:	\$6,000,000.00 CAD
Type of Loan:	Operating Demand Loan
Purpose:	Operating Financing
Interest Rate:	Prime Rate plus 1.5%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of September 14, 2021 is 2.45%.
Repayments:	Repayable on demand
Facility Fee:	\$100.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.
Other Costs:	BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization. In the event the Advances under this Facility exceeds the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.
Other:	Facility limit of \$6,000,000.00 is subject to EDC Export Guarantee of 50%. Limit availability is also subject to the expiration of EDC Guarantee. Limit will revert back to \$3,000,000.00 upon expiration.



Your Product Summary

Treasury Risk Facility

Facility # 3 - Existing	
Type of Loan:	Treasury Risk Facility
Facility Authorization:	\$100,000.00 CAD
Purpose:	To facilitate hedging of interest rate risk and/or foreign exchange risk
Availability by the way of:	Foreign Exchange Forward Contract for a maximum term of 12 Months.
Terms, Conditions and Fees:	Subject to specific agreements and availability.



Terms and Conditions

Conditions Precedent to Advances:

BMO will not be required to make any Advance to the Borrower unless and until each of the following conditions and each of the additional conditions precedent set out in Schedule C have been met to the entire satisfaction of BMO (at its sole discretion):

Conditions Precedent to be Obtained:

1. Solicitor's Letter of Opinion to be obtained from both Canadian legal counsel and US legal counsel, confirming valid and enforceable security position respectively.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "Security") shall be delivered to BMO prior to any Advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

Security Held:

1. General Assignment of Book Debts
2. Registered first-ranking security under the Bank Act (Section 427) providing BMO with a first ranking security interest/hypothec over all the debtor's present and after-acquired livestock including natural increase and substitution thereof.
3. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking over accounts, accounts receivable, inventory and inventory instruments and their proceeds; and a second ranking over realty and equipment. The priorities are acknowledged in the Inter-Creditor Priority Agreement signed by Farm Credit Canada, Bank of Montreal, and the borrower Genesis Inc. dated April 4, 2011 and are outlined in Article 3.0 - Priorities.
4. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the guarantor CAN-AM Genetics Inc. with a first ranking for all assets and Machinery and Equipment
5. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the guarantor Genesis Genetics, Inc. with a first ranking for all assets and Machinery and Equipment
6. EDC Export Development Guarantee in amount of \$3,000,000 which represents 50% of the authorized amount, \$6,000,000

Security to be Obtained:

1. Unlimited corporate guarantee from CAN-AM GENETICS INC. with appropriate corporate enabling agreements and resolutions. This replaces the guarantee pledged in the amount of \$2,100,000.00
2. Unlimited corporate guarantee from GENESUS GENETICS, INC. with appropriate corporate enabling agreements and resolutions. This replaces the guarantee pledged in the amount of \$6,100,000.00.
3. Assignment of Cash Collateral in the amount of up to \$1,250,000.00 to be held in a Term Deposit to be in place based on outstanding letters of credit and to be in place at each draw.
4. Registration in the United States under UCC filing, first ranking security interest over all present and after-acquired



Terms and Conditions

personal/ movable property of the guarantor Genesis Genetics, Inc.

Government Guaranteed Loans:

1. Receipt of Documentation required under the Export Guarantee Program - Operating Loan - CAD program and applicable legislation and receipt or confirmation of the EDC Program guarantee or insurance in form and substance satisfactory to BMO.

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as any commitment under this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

No financial covenants are required at this time.

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. No additional covenants are required at this time.

Reporting Requirements:

Annual	Borrower to provide 120 days after Fiscal year end: -Review Engagement Financial Statement for Genesis Inc. -YTD In-house financials for Genesis Inc. -Inventory listing and Aged A/R listing for Genesis Inc. -Review Engagement Financial Statement for Corporate Guarantor Genesis Genetics Inc.* -Review Engagement Financial Statement for Corporate Guarantor Can-AM Genetics Inc.* *If Review Engagement reporting is not available due to the Fiscal year end date, borrower to provide in-house Financial Statement and most recent Financial Information available
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A \$100 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the Default condition.

Prompt notification of management letters, Default notices, Litigation, and any other material events

Satisfactory evidence that all Taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All



Terms and Conditions

representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any Advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal, consulting, and registration fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of \$0 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$3,850. All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its Bank Accounts, solely with the BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this



Terms and Conditions

Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Manitoba and the federal Laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

Schedule A - Covenants

Schedule B - Representations and Warranties

Schedule C - Conditions Precedent to Advances

BMO's Legal Counsel:

Marc Unger, MLT Aikins LLP
30-360 Main St. Winnipeg, MB R3C 4G1
Ph: 204-657-4601
Fax: 204-957-0840
munger@mltaikins.com

BMO's US legal counsel:

Elizabeth Lewis, Woods, Fuller, Shultz & Smith P.C.
P.O. Box 5027 Sioux Falls, SD. 57117-5027
Ph: 605-978-0673
Fax: 605-339-3357
Elizabeth.Lewis@WoodsFuller.com



Agreement and Consent

This Letter of Agreement amends and restates, without novation, the Prior Letter, as of September 14th, 2021, without prejudice to the effect of the terms of the Prior Letter or to any actions taken under or pursuant to the Prior Letter prior to such date. The entry into effect of this Letter of Agreement shall not be deemed to waive or limit any of BMO's rights in respect of any Event of Default then existing under the Prior Letter or any Event of Default under this Letter of Agreement which exists because of matters occurring prior to such effective date, whether or not known to BMO.

In accepting this agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its Obligations to BMO, any obligation to Advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than September 24th, 2021. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

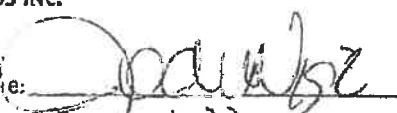
Yours truly,
BANK OF MONTREAL

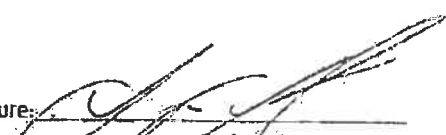
By: 
Name: Travis Kirton
Title: Senior Relationship Manager

Accepted and agreed to this 16th day of September, 2021
(Day) (Month) (Year)

BORROWER

GENESUS INC.

Signature: 
Name: Jordan Nish
Title: Controller

Signature: 
Name: Logan Lambert
Title: Office Manager



Agreement and Consent

GUARANTORS

GENESUS GENETICS, INC.

Signature: Jodi Wish
Name: Jodi Wish
Title: Controller

Signature: [Handwritten Signature]
Name: Logan Lambert
Title: Office Manager

CAN-AM GENETICS INC.

Signature: Jodi Wish
Name: Jodi Wish
Title: Controller

Signature: [Handwritten Signature]
Name: Logan Lambert
Title: Office Manager



SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility.
2. Maintenance of corporate existence and status, if applicable.
3. Payment of all Taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding).
4. Compliance with all material Laws, regulations and applicable permits or Approvals (including health, safety and employment standards, labour codes and environmental Laws).
5. Compliance with all material agreements.
6. Use of proceeds to be consistent with the approved purpose.
7. Notices of death of Borrower or Guarantor, Default, material Litigation, and regulatory proceedings to be provided to BMO on a timely basis.
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies.
9. No assumption of additional indebtedness or guarantee Obligations by Borrower without prior written consent of BMO.
10. No liens or encumbrances on any assets except with the prior written consent of BMO.
11. No change of control or ownership of the Borrower without the prior written consent of BMO.
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO.
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval.
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other Obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.



SCHEDULE B

REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its Obligations hereunder and thereunder.
2. It is in compliance with all applicable Laws (including environmental Laws) and its existing agreements.
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party.
4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete, in all material respects on the date as of which such information is dated or certified.
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a Material Adverse Effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.
6. There is no material Litigation pending against it or, to its knowledge, threatened against or affecting it.
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required Taxes.
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material Intellectual property.
9. It has complied with all Obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable Laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration Obligations.
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business.
11. It is not in Default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a Default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.



SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO ADVANCES

1. Delivery and review of the articles or other constituting documents, by-laws, certified resolutions, shareholder agreements (if any) and good standing or equivalent certificates of each Credit Party demonstrating corporate or organisational status, due capacity and sufficient authority.
2. Delivery of a duly executed copy of the Documentation.
3. Review of all necessary Approvals.
4. Review of all Material Contracts.
5. Review of all information necessary for BMO to comply with all legal and internal requirements in respect of anti-money laundering and proceeds of crime legislation and "know your customer" requirements.
6. Review (as to covered risks, amounts, periods, renewals, issuer(s), named insured(s), beneficiaries, loss payees, caps, standard mortgage and similar clauses, conditions, exclusions and otherwise) by BMO (or its agents) of all insurance policies issued to the Credit Parties.
7. Completion of all due diligence required by BMO in respect of the Credit Parties and their respective business, operations, assets, property and undertaking (including lien, litigation and solvency searches, as well as real property, insurance, tax, pension and environmental diligence, in each case where and as applicable).
8. Confirmation that all representations, warranties and other declarations made by the Credit Parties under each of the Documentation are true, complete and accurate at the time made or deemed made (including at the time of any Advance).
9. Confirmation that, since the most recent financial statements provided to BMO, no event or series of events has occurred or failed to occur which would reasonably be expected to have, either singly or in the aggregate, a Material Adverse Effect.
10. Confirmation that no Default shall have occurred or be continuing.
11. Payment of all fees, costs, charges, expenses and other amounts then owing under the Documentation.
12. Any other document or action that BMO may reasonably require.



SCHEDULE D

DEFINITIONS

"Advance" means an advance, continuation or conversion (where applicable) of any loan or credit extended under this Agreement.

"Approvals" means, collectively, all material governmental, regulatory, third party or other approvals, authorizations, consents, rights, titles, interests, franchises, licenses, permits, privileges, qualifications and the like, and orders, registrations, declarations, publications, recordings, filings, notices and such other actions which, in each case, are necessary or desirable (i) for the ownership, lease, operation and normal conduct of the business, property, undertaking and assets of any Credit Party, or (ii) under or in connection with the Facilities and the Documentation (including the execution, delivery, performance, validity, enforceability and perfection (opposability) thereof).

"Credit Parties" means, collectively, the Borrower(s) and the Guarantor(s).

"Default" means a breach or default or event which, with the giving of notice or the passage of time or both, would constitute a breach or a default (whether as to the performance or fulfilment of any representations, warranties, covenants, obligations or other provisions thereunder) under the applicable documentation (including the Documentation).

"Documentation" means, collectively, this Agreement, the Guarantee and Security (set forth below) and all other agreements and documents required to be delivered in connection with the Facilities or the transactions contemplated hereby.

"including" means including but without limitation.

"Laws" means all laws, statutes, regulations, rules, codes, orders, ordinances, treaties, conventions, judgements, awards, determinations, directives, orders and decrees applicable to a Credit Party, its business or its property, undertaking and assets, including, without limitation, environmental laws and pension plan and other employee plan matters.

"Litigation" means any judgment, writ of execution, order, notice of deficiency, injunction or directive rendered, and any notice of infraction, action, suit, proceeding or investigation pending or threatened, in each case against a Credit Party or any of its property or assets.

"Material Contracts" means any contract or agreement entered into by any Credit Party in respect of which any material breach or default or any termination or non-renewal would reasonably be expected to have a Material Adverse Effect under clause (i) or (ii) of the definition thereof, as such contracts or agreements may be amended, supplemented, restated, replaced or otherwise modified from time to time to the extent permitted under the Documentation.

"Material Adverse Effect" means a material adverse effect on (i) the business, assets, results of operations, prospects or condition (financial or otherwise) of any Credit Party, (ii) the ability of each Credit Party to perform its obligations under the Documentation, or (iii) the legality, validity, binding nature or enforceability of the rights, remedies or recourses of BMO under any of the Documentation.

"Obligations" means all debts, liabilities and obligations owed to BMO under or in connection with the Facilities, this Letter of Agreement or any other Documentation (in principal, interest, fees, premiums, penalties, costs, losses, expenses and other charges).



Schedules

"Prime Rate" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on Canadian dollar loans made to its customers in Canada and designated as its prime rate.

"Taxes" means all taxes, duties, assessments, imposts, levies and similar charges and claims imposed upon a Credit Party, its income or profits, or upon any properties belonging to it (including, without limitation, corporate, GST, HST, sales tax, real property taxes and other withholdings, deductions and related liabilities).

"US Base Rate" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on U.S. Dollar loans made to its customers in Canada and designated as its U.S. base rate.



Letter of Agreement - Amendment

BMO  Bank of Montreal

1700-201 PORTAGE AVE
WINNIPEG, MB R3B 3K6

LETTER OF AGREEMENT - AMENDMENT

GENESUS INC.
PO BOX 278
OAKVILLE, MANITOBA R0H 0Y0

Attention: Trevor Klippenstein & Jodi Nigh

September 14, 2022

This letter (the "**Amending Letter**") is intended to set out certain amendments to the Letter of Agreement dated March 19, 2019, as amended by prior amending letters dated March 26, 2020 and September 14, 2021 (including all Schedules thereto (the "**Letter of Agreement**") between Bank of Montreal ("**BMO**") and the Borrower named below.

GENESUS INC.

Unless defined in this Amending Letter, capitalized terms used in this Amending Letter are intended to have the meanings provided to those terms in the Letter of Agreement.

The Letter of Agreement is amended as follows:

Facility #2: Overdraft Lending Product:

The authorized limit on this facility is amended from \$6,000,000.00 to \$7,000,000.00

Condition Precedent to Advances:

BMO will not be required to make any Advance to the Borrower unless and until each of the following conditions and each of the additional conditions precedent set out in Schedule C have been met to the entire satisfaction of BMO (at its sole discretion):

Conditions Precedent to be Obtained (additional for this amended facility):

1. Confirmation of increased Export Development Guarantee to \$3,500,000.00 from \$3,000,000.00

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as any commitment under this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A as outlined in the prior letters

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants (newly added):

Borrower will advise BMO of outcome of appeal of SR&ED tax credits within a maximum of 5 business days of receipt of notification by government.



Letter of Agreement - Amendment

To be obtained:

Refreshed Postponement and Subordination of Preferred Shares Rights Agreement (BMO form LF653)
to be signed by all preferred shareholders

Except to the extent amended by this Amending Letter, the Letter of Agreement remains in full force and effect, without novation. This Amending Letter supersedes and replaces all prior discussions and correspondence (if any) between the parties relating to the subject-matter hereof. Nothing in this Amending Letter is intended to waive or limit any of BMO's rights in respect of any Event of Default existing at the date of this Amending Letter, whether or not known to BMO.

Yours truly,
BANK OF MONTREAL

E-SIGNED by Travis Kirton
By: _____ on 2022-09-15 12:57:34 CDT
Name: TRAVIS KIRTON
Title: Senior Relationship Manager

By their signature below, each Borrower and Guarantor acknowledge and agree to the amendments to the Letter of Agreement contained in this Amending Letter. Further, each Borrower and Guarantor reaffirm, acknowledge, covenant and confirm, to and in favour of BMO, the continued applicability, validity, enforceability and binding nature of the Letter of Agreement (as amended by this Amending Letter) and any documents delivered in connection with the Letter of Agreement (as amended by this Amending Letter), including, without limitation, any security and guarantees granted pursuant thereto, each of which shall continue to be valid, binding and enforceable and in no way altered, lessened, released or otherwise affected by this Amending Letter except as expressly stated in this Amending Letter.

This Amending Letter shall be read and construed with the Letter of Agreement and be treated as a part of the Letter of Agreement, and for such purpose and so far as may be necessary to effectuate the true intent of this Amending Letter, the Letter of Agreement is hereby amended.

Each Borrower and Guarantor represents and warrants to BMO that ((a) does not apply to individuals): (a) it is authorized to enter into this Amending Letter and that it has the full power and authority to do so, (b) each of the representations and warranties contained in the Letter of Agreement is true and correct with the same force and effect as if made on the effective date of the amendments contained in this Amending Letter and (c) it/he/she is in compliance with each of the covenants and other terms and conditions set forth in the Letter of Agreement. Further, in the case of an individual Borrower and/or Guarantor, he/she represents and warrants to BMO that (i) he/she fully understands the provisions of this Amending Letter and his/her obligations, (ii) he/she has been afforded the opportunity to engage independent legal counsel to explain the purposes of this Amending Letter and his/her obligations and (iii) he/she has either engaged legal counsel or has decided, in his/her sole discretion, not to do so.

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall



Letter of Agreement - Amendment

be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

BORROWER

GENESUS INC.

Signature: E-SIGNED by Trevor Klippenstein
on 2022-09-15 12:11:07 CDT
Name: Trevor Klippenstein
Title: Authorized Signatory

Signature: E-SIGNED by Jodi Nigh
on 2022-09-15 12:46:46 CDT
Name: Jodi Nigh
Title: Authorized Signatory

GUARANTORS

CAN-AM GENETICS INC.

Signature: E-SIGNED by Trevor Klippenstein
on 2022-09-15 12:24:47 CDT
Name: Trevor Klippenstein
Title: Authorized Signatory

Signature: E-SIGNED by Jodi Nigh
on 2022-09-15 12:46:48 CDT
Name: Jodi Nigh
Title: Authorized Signatory

GENESUS GENETICS, INC.


Signature: E-SIGNED by Trevor Klippenstein
on 2022-09-15 12:24:45 CDT
Name: Trevor Klippenstein
Title: Authorized Signatory

Signature: E-SIGNED by Jodi Nigh
on 2022-09-15 12:46:51 CDT
Name: Jodi Nigh
Title: Authorized Signatory



This is **Exhibit “E”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. A. [unclear]', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

BMO  Bank of Montreal

BMO Bank of Montreal
335 Main Street
(P.O. Box B44)
Winnipeg, MB R3C 1C2

February 7, 2011

Can-Am Genetics Inc.
Box 278, 101 2nd Street
Oakville, Manitoba
R0H 0Y0

**Attention: Mr. Jim Long
Ms. Jodi Nigh**

Dear Jim and Jodi,

We are pleased to advise that the Bank of Montreal has authorized the following credit facilities for Can-Am Genetics Inc. as outlined in the attachment.

In accepting this commitment the company acknowledges that, if in the opinion of the Bank, a material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrower, any obligation to advance some or all of the above facilities may be withdrawn or cancelled.

On this understanding, we request your acceptance of the following by signing and returning the enclosed copy of the letter by February 21, 2011. At that point, accounts will be opened and security documentation will be prepared.

We wish to thank you for approaching Bank of Montreal for your banking requirements and we look forward to a mutually beneficial relationship.

Yours truly,



Richard Clement
Senior Commercial Account Manager

TERMS SHEET

February 7, 2011

Borrower: Can-Am Genetics Inc.
Guarantors: Genesis Inc.
Genesis Genetics Inc.

FACILITY #1: Authorized Overdraft.
Amount: \$ 400,000 Canadian.
Purpose: For operating purposes to finance account receivables.
Availability: By way of overdraft. On Demand.
Margin Requirement: None.
Repayment: From business receipts/cash flow from operations.
Interest Rate: Bank of Montreal Prime Rate plus 2.00%, floating, payable monthly in arrears.
Facility Fee: \$50. per month. Standard transaction fees to apply based on account activity.
Fee: Application fee of \$3,000 to apply. Fee covers both Genesis Inc and Can-Am Genetics Inc applications for credit.

Reporting Requirements:

The Borrower will deliver to the Bank:

1. Externally prepared Review Engagement Financial Statements annually of the Borrower (~~Genesis Inc.~~ Can Am Genetics Inc.), within 120 days of each fiscal year end.
2. Quarterly aged accounts receivable listings and inventory listings within 30 days after each quarter-end (March, June, September and December).
3. Other Information as the Bank may reasonably require, from time to time.

General Terms and Conditions:

1. All legal costs and related expenses will be for the account of the Borrower.
2. Facilities are subject to the Bank's right of periodic and at least annual review.
3. There shall be no change in ownership control without the prior written consent of the Bank.
4. Cross Default Clause whereby should either Genesis Inc or Can-Am Genetics Inc fall into default with the Bank, both Genesis Inc. and Can-Am Genetics Inc. will be deemed to be in default.

Security and Documentation To Be Obtained:

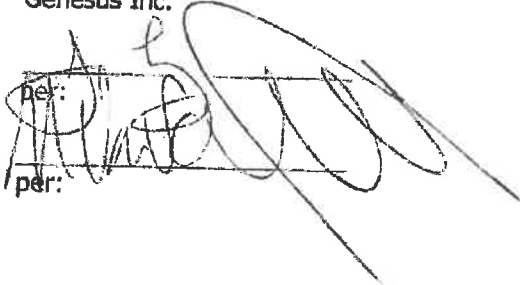
General Security:

1. Current Account and Borrowing Authorities.
2. Overdraft Borrowing Agreement for \$400,000 Canadian at Prime plus 2.00% with a monthly facility fee of \$50.
3. General Assignment of Book Debts to be registered PPSA (Manitoba).
4. Section 427 Bank of Canada Security over inventory.
5. General Security Agreement providing the Bank of Montreal with a first fixed and floating charge over all assets of the company to be registered PPSA (Manitoba).
6. Assignment of fire insurance and other perils insurance on inventory, loss payable to the Bank of Montreal.
7. Subrogation Agreement to be executed by Genesis Inc and acknowledged by the Borrower.
8. Corporate Guarantee including Enabling Resolution to be executed by Genesis Inc. in the amount of \$400,000 supported by:
General Security Agreement.
9. Corporate Guarantee including Enabling Resolution to be executed by Genesis Genetics Inc. in the amount of \$400,000 supported by:
General Security Agreement.

10. Solicitor Prepared Postponement Agreement between Manitoba Agricultural Services Corporation (MASC) and Bank of Montreal allowing the Bank to be in First Position on the Assignment of Book Debts and General Security Agreement, with MASC in a second position. To be registered as required.
11. Environmental Review and Indemnity Certificate over all farming operations/locations of the Borrower.
12. Firstbank Commercial Loan Insurance or Walver to be offered to Jim Long and Mike Van Schepdael.

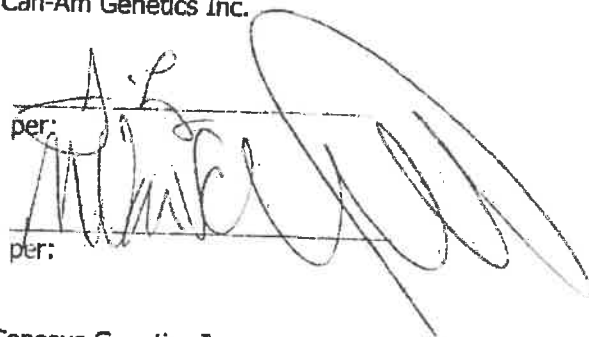
Acknowledged and accepted this 16 day of February, 2011

Genesis Inc.

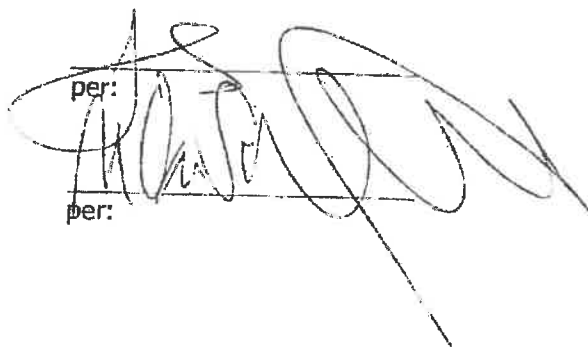
per: 

By its Guarantors:

Can-Am Genetics Inc.

per: 

Genesis Genetics Inc.

per: 

This is **Exhibit “F”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. Loel', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

10
**Operating Loan Agreement with
Availment in Canadian Dollars**

To: Bank of Montreal

Date: February 23 2011

The undersigned hereby requests Bank of Montreal (the "Bank") to provide a credit facility to the undersigned, subject to the following terms and conditions:

1. DEFINED TERMS

In this Agreement:

- 1.01 "Account" shall mean the Canadian Dollar Account No. 0545 1998-976 at the Bank.
- 1.02 "Facility Fee" shall mean a fixed monthly fee of \$ 50.00.
- 1.03 "Loan" shall mean the credit facility (if any) provided pursuant to this Agreement and the amount of the Loan shall mean at any time the aggregate of all amounts debited to the Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) less the aggregate of all amounts credited to the Account for which the Bank has given value.
- 1.04 "Loan Limit" shall mean ~~---FIVE HUNDRED THOUSAND---~~ Dollars (\$ 500,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.
- 1.05 "Loan Rate" shall mean a rate equal to the Bank's Prime Rate plus TWO per cent (2.00%) per annum.
- 1.06 "Prime Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in Canadian dollars in Canada and designated by the Bank as its Prime Rate. The Prime Rate on the date hereof is 7.44% per cent (7.44 %) per annum.
- 1.07 "Overdraft Rate" shall mean the annual rate of interest established from time to time by the Bank as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by the Bank as the "Overdraft Rate". The Overdraft Rate on the date hereof is TWENTY ONE per cent (21%) per annum.

2. ACCOUNT

- 2.01 Cheques drawn and debits of other kinds made on the Account (including, without limitation, transfers and withdrawals) shall be drawn in Canadian dollars.
- 2.02 The undersigned shall not at any time permit the Loan to exceed the Loan Limit and shall use the Account for business purposes only.
- 2.03 The Bank is authorized to debit the Account for all fees and interest required hereunder and for all costs, charges and expenses referred to in paragraph 6.01 and in any other agreement(s) the undersigned has entered into with the Bank.

3. FEES AND INTEREST

- 3.01 The undersigned shall pay the Facility Fee to the Bank, on the last day of each month in addition to all other fees applicable to the Account. Notwithstanding paragraph 1.02, the amount of the Facility Fee may be revised by the Bank from time to time and the revised fee will be effective once the Bank advises the undersigned by notice as herein provided. The Facility Fee shall be payable for the credit facility provided hereunder and for other standard reporting services provided by the Bank in connection with the Account.

- 3.02 The undersigned shall, both before and after demand or judgment, pay interest at the Loan Rate on the daily closing balance of the Loan up to the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.
- 3.03 The undersigned shall, both before and after demand or judgment, pay interest at the Overdraft Rate on the amount of any daily closing balance of the Loan in excess of the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.
- 3.04 Nothing herein shall oblige the Bank to permit the Loan to exceed the Loan Limit. In the event the Loan exceeds the Loan Limit, (i) the Bank may at any time terminate the Loan hereunder and immediately demand payment of the Loan by notice as herein provided and (ii) for each occurrence the undersigned will be charged a fee of 1% per annum calculated on the amount of excess over the Loan Limit or \$100, whichever is greater, and a \$5 overdraft handling charge per item that creates or increases the excess.

4. DEMAND AND TERMINATION

- 4.01 The undersigned shall pay the Loan to the Bank ON DEMAND, regardless of any covenants, conditions, obligations or events of default set out herein including, without limitation, any provisions set out in the Addendum hereto. The Bank may at any time terminate the Loan provided hereunder and demand payment of the Loan by notice as herein provided.
- 4.02 THE BANK MAY REFUSE TO HONOUR ANY CHEQUE OR PERMIT ANY TRANSFER OR WITHDRAWAL FROM THE ACCOUNT UPON (A) ANY DEFAULT BY THE UNDERSIGNED IN THE PERFORMANCE OF ANY OBLIGATION OF THE UNDERSIGNED TO THE BANK WHETHER CONTAINED HEREIN OR IN ANY OTHER AGREEMENT BETWEEN THE UNDERSIGNED AND THE BANK, (B) THE DEATH OF ANY GUARANTOR OF ANY INDEBTEDNESS OF THE UNDERSIGNED OR RECEIPT BY THE BANK OF NOTICE OF TERMINATION OF ANY GUARANTEE OF ANY INDEBTEDNESS OF THE UNDERSIGNED, (C) THE LOAN EXCEEDING THE LOAN LIMIT, OR (D) ANY DEMAND BEING MADE FOR PAYMENT OF THE LOAN, WHETHER OR NOT ANY TIME PERIOD HAS LAPSED AFTER THE TIME OF THE DEMAND.

5. DOCUMENTATION

- 5.01 The undersigned shall deliver to the Bank from time to time, promptly on request, in form and substance satisfactory to the Bank:
- (a) any security required by the Bank; and
 - (b) all other documents and information required by the Bank.
- 5.02 Any security document delivered hereunder shall be held as additional security for the indebtedness of the undersigned for the Loan, and not in substitution or in satisfaction thereof.

6. COSTS

- 6.01 The undersigned shall pay all reasonable costs, charges and expenses incurred by the Bank in the preparation or enforcement of this Agreement or any security required in connection with the Loan.

7. NOTICES

- 7.01 The Bank shall not be required to notify the undersigned of changes to the Prime Rate or the Overdraft Rate or in the Bank's calculations of the Lending Margin Calculation, if any.
- 7.02 Any request for any document or information, notice of termination, demand for payment or other notice to be sent in connection with this Agreement or either of the Accounts may be delivered, or mailed by prepaid ordinary mail or transmitted by facsimile if to the undersigned (or any one of them, if more than one) at the last known address or facsimile number for the undersigned (or any one of them, if more than one) in the Bank's records or if to the Bank at the Branch where the Account is maintained. The undersigned or the Bank, as applicable, shall be deemed to have received such request or notice on the date of delivery, if delivered, on the first business day following the date of transmission if transmitted by facsimile, and four (4) days after mailing, if mailed.

8. AMENDED AND RESTATED AGREEMENT

- 8.01 This Agreement hereby amends and restates the _____
 _____ Agreement dated the _____ day of _____ (Insert name of agreement), as heretofore amended and supplemented from time to time (the "Existing Agreement"), between the undersigned and the Bank with effect as and from the date hereof (the "Effective Date"), the whole without any novation whatsoever.
- 8.02 The parties hereby expressly agree that as and from the Effective Date all of the undersigned's obligations, indebtedness and liabilities to the Bank under or pursuant to the Existing Agreement including, without limitation, the outstanding principal amount of the loan thereunder, all interest accrued thereon, all interest on overdue interest and all other amounts owing by the undersigned to the Bank under or pursuant to the Existing Agreement shall be governed by the terms hereof.
- 8.03 The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the Bank Act (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations hereunder, notwithstanding the amendment and restatement set forth herein.
- 8.04 As and from the Effective Date, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement as amended and restated by this Agreement.
- 8.05 This Article 8 is made under express reserve of all the terms and conditions of this Agreement and the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all obligations under or pursuant to the Existing Agreement and hereunder shall continue to be secured by the Security Documents. All of the provisions of this Article 8 are without novation.

9. GENERAL

- 9.01 The provisions of the Addendum, if any, shall be incorporated into this Agreement and form part hereof.
- 9.02 The Bank's statements of the Account at any time shall constitute prima facie evidence of the Loan.
- 9.03 The undersigned will immediately notify the Bank if any guarantor of the indebtedness of the undersigned to the Bank dies.
- 9.04 This Agreement shall be binding upon the undersigned and the respective executors, administrators, successors and assigns of the undersigned, but the undersigned shall not assign any of the rights or obligations of the undersigned hereunder without the prior written consent of the Bank.
- 9.05 The failure of either the undersigned or the Bank to require performance by the other of any provision hereof shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by either party of any breach of any covenant, condition or proviso of this Agreement or any other agreement between the Bank and the undersigned be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.
- 9.06 Subject to Article 8 above (if applicable) this Agreement shall be in addition to and not in substitution for any other agreement between the undersigned and the Bank.
- 9.07 The undersigned agrees that the balance shown in any statement of the Account provided to the undersigned shall be deemed to be a correct and accurate statement of the Loan as at the date of the statement.
- 9.08 All payments relating to the Loan made by the undersigned pursuant to this Agreement shall be paid in Canadian dollars.

Any obligation of the undersigned under this Agreement to make payments in U.S. dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into Canadian dollars except to the extent that such tender or recovery shall result in the effective receipt by the

Bank of the full equivalent amount of U.S. dollars so payable hereunder. Accordingly, the obligation of the undersigned shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Canadian dollars of the amount (if any) by which such payment of a U.S. dollar obligation hereunder in a currency other than U.S. dollars shall fall short of the full amount of U.S. dollars so payable hereunder and shall not be affected by any judgment being obtained for any other sums due hereunder.


- 9.09 If any other provision of this Agreement would oblige the undersigned to pay or entitle the Bank to receive any amount that is prohibited by law, then, notwithstanding such provision, such amount shall be deemed to have been adjusted with retroactive effect to the maximum permitted amount by law. Notwithstanding the foregoing, if the Bank receives an amount in excess of the maximum permitted, then the undersigned shall be entitled, on providing written notice to the Bank, to obtain reimbursement of such excess. Pending reimbursement, such excess shall be deemed to be payable by the Bank. The Bank and the undersigned disavow any intent to receive or pay any amount in excess of that is permitted by law.
- 9.10 Time shall be of the essence of this Agreement.
- 9.11 If more than one party signs this Agreement, the obligations of the undersigned are joint and several.
- 9.12 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

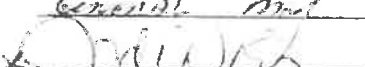
By executing this Agreement below the undersigned hereby agrees to the foregoing terms and conditions.

DATED as of the date set forth above.

GENESUS INC.

(Name of Entity)

By: 
Name: Brad Cleary
Title: General Mgr

By: 
Name: Bob Miller
Title: Comp. Director

By: _____
Name: _____
Title: _____

**ADDENDUM TO
OPERATING LOAN AGREEMENT**

Lending Margin Calculation and/or Additional Provisions

The Bank may in its discretion reduce the Loan Limit by the amount of any other indebtedness or liability of the undersigned (or any one of them, if more than one) to the Bank including, without limitation, the amount of any bankers acceptances or letters of credit.

Without limiting the foregoing, the following Lending Margin Calculation is applicable to the attached Loan Agreement. The calculation and the amount of the Lending Margin Calculation is in the sole and complete discretion of the Bank, and in cases of dispute, the Lending Margin Calculation calculated by the Bank shall prevail.

The Lending Margin Calculation (if applicable) shall be an amount equal to: **N/A**

To: Bank of Montreal

District PRAIRIES CENTRAL CANADA CC	Amendment No.	
Branch of Account C0003 WINNIPEG MAIN OFFICE MAN 335 MAIN ST WINNIPEG, MB R3C1C2	Account No. 0545-1998-976	Date <i>April 9th / 2018</i>

WHEREAS the undersigned has entered into a n Operating Loan Agreement with Availment in Canadian Dollars
(Insert actual name of the Agreement to be amended)
dated the 23rd day of February, 2011 as amended and supplemented from time to time (the "Existing Agreement") with Bank of Montreal (the "Bank");

AND WHEREAS the undersigned and the Bank wish to amend the terms of the Existing Agreement in accordance herewith;

NOW THEREFORE, the undersigned agree with the Bank that the Existing Agreement be amended effective from the date hereof as follows:

1. Paragraph(s) 1.02, 1.04, 1.05 of the Existing Agreement is/are amended to read as follows:

"Facilitv Fee" shall mean a fixed monthly fee of \$50.00.

"Loan Limit" shall mean One Million and 00/100 Dollars (\$1,000,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.

"Loan Rate" shall mean a rate equal to the Bank's Prime Rate plus One and One-Half per cent (1.50%) per annum.

2. The Addendum to the Agreement is amended to read as follows:

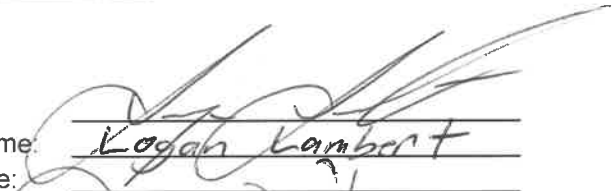
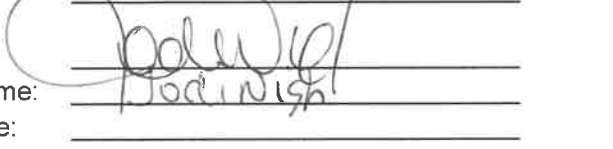
NA

3. The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations under the Existing Agreement, as hereby amended, notwithstanding any amendment or restatement set forth herein.

4. As and from the date hereof, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement, as hereby amended and restated.
5. This Agreement is made under express reserve of all the terms and conditions of the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all present and future obligations under or pursuant to the Existing Agreement, as hereby amended, shall continue to be secured by the Security Documents. All of the provisions hereof are without novation.
6. All other terms and conditions of the Existing Agreement remain in full force and effect, unamended.
7. The undersigned declares that it is his/its express wish that this document and all related documents be drawn up in English. *Le soussigné déclare que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon sa volonté expresse.*

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth above.

GENESUS INC.

By: 
Name: Kogah Lambert
Title: _____
By: 
Name: Rodinish
Title: _____

To: Bank of Montreal

District MAN SASK CC	Amendment No.	
Branch of Account 335 MAIN ST WINNIPEG, MB R3C 1C2	Account No. 0545-1998-976	Date Feb 5/19

WHEREAS the undersigned has entered into a Operating Loan Agreement with Availment in Canadian Dollars
(Insert actual name of the Agreement to be amended)
dated the 23rd day of February, 2011 as amended and supplemented from time to time (the "Existing Agreement") with Bank of Montreal (the "Bank");

AND WHEREAS the undersigned and the Bank wish to amend the terms of the Existing Agreement in accordance herewith;

NOW THEREFORE, the undersigned agree with the Bank that the Existing Agreement be amended effective from the date hereof as follows:

1. Paragraph(s) 1.04 of the Existing Agreement is/are amended to read as follows:

"Loan Limit" shall mean **Two million and 00/100** Canadian Dollars (**\$2,000,000.00**) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.

2. The Addendum to the Agreement is amended to read as follows:

3. The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be bound by all of the obligations, indebtedness and liabilities of and grants of security made by it under each of the security documents under, pursuant to or in connection with the Existing Agreement, including without limitation any agreement or instrument creating or granting a hypothec, security under the *Bank Act* (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other security interest securing payment or performance of an obligation under or pursuant to the Existing Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents and such certificates or other documents are herein, collectively, the "Loan Documents"), and the undersigned acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications, confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement and providing any accommodations under the Existing Agreement, as hereby amended, notwithstanding any amendment or restatement set forth herein.

4. As and from the date hereof, all references to the Existing Agreement in any of the Loan Documents shall be construed as being a reference to the Existing Agreement, as hereby amended and restated.


5. This Agreement is made under express reserve of all the terms and conditions of the Loan Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any way the Security Documents, all present and future obligations under or pursuant to the Existing Agreement, as hereby amended, shall continue to be secured by the Security Documents. All of the provisions hereof are without novation.

6. All other terms and conditions of the Existing Agreement remain in full force and effect, unamended.
7. This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.
8. The undersigned declares that it is his/its express wish that this document and all related documents be drawn up in English. *Le soussigné déclare que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon sa volonté expresse.*

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date set forth above.

GENESUS INC.

By: 
Name: LOGAN LAMBERT
Title: Authorized Signatory

By: 
Name: JODI NIGH
Title: Authorized Signatory

This is **Exhibit "G"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. Good', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

J

**Operating Loan Agreement with
Avallment In Canadian Dollars**

To: Bank of Montreal

Date: FEBRUARY 23 2011

The undersigned hereby requests Bank of Montreal (the "Bank") to provide a credit facility to the undersigned, subject to the following terms and conditions:

1. DEFINED TERMS

In this Agreement:

- 1.01 "Account" shall mean the Canadian Dollar Account No. 0545 1998-941 at the Bank.
- 1.02 "Facility Fee" shall mean a fixed monthly fee of \$ 25.00.
- 1.03 "Loan" shall mean the credit facility (if any) provided pursuant to this Agreement and the amount of the Loan shall mean at any time the aggregate of all amounts debited to the Account (including without limitation cheques, transfers, withdrawals, interest, costs, charges and fees) less the aggregate of all amounts credited to the Account for which the Bank has given value.
- 1.04 "Loan Limit" shall mean ---FOUR HUNDRED THOUSAND---Dollars (\$ 400,000.00) or such lesser amount as may be determined by the Bank from time to time including, without limitation, pursuant to a calculation under the Lending Margin Calculation, if any, set out in the Addendum hereto.
- 1.05 "Loan Rate" shall mean a rate equal to the Bank's Prime Rate plus ONE AND THREE QUARTERS per cent (1.75%) per annum.
- 1.06 "Prime Rate" shall mean the floating annual rate of interest established from time to time by the Bank as the reference rate it will use to determine the rate of interest payable to the Bank by borrowers from the Bank in Canadian dollars in Canada and designated by the Bank as its Prime Rate. The Prime Rate on the date hereof is THREE per cent (3 %) per annum.
- 1.07 "Overdraft Rate" shall mean the annual rate of interest established from time to time by the Bank as the interest rate it will use to calculate the interest payable on overdrawn accounts and designated by the Bank as the "Overdraft Rate". The Overdraft Rate on the date hereof is TWENTY ONE per cent (21%) per annum.

2. ACCOUNT

- 2.01 Cheques drawn and debits of other kinds made on the Account (including, without limitation, transfers and withdrawals) shall be drawn in Canadian dollars.
- 2.02 The undersigned shall not at any time permit the Loan to exceed the Loan Limit and shall use the Account for business purposes only.
- 2.03 The Bank is authorized to debit the Account for all fees and interest required hereunder and for all costs, charges and expenses referred to in paragraph 6.01 and in any other agreement(s) the undersigned has entered into with the Bank.

3. FEES AND INTEREST

- 3.01 The undersigned shall pay the Facility Fee to the Bank, on the last day of each month in addition to all other fees applicable to the Account. Notwithstanding paragraph 1.02, the amount of the Facility Fee may be revised by the Bank from time to time and the revised fee will be effective once the Bank advises the undersigned by notice as herein provided. The Facility Fee shall be payable for the credit facility provided hereunder and for other standard reporting services provided by the Bank in connection with the Account.

- 3.02 The undersigned shall, both before and after demand or judgment, pay interest at the Loan Rate on the daily closing balance of the Loan up to the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.
- 3.03 The undersigned shall, both before and after demand or judgment, pay interest at the Overdraft Rate on the amount of any daily closing balance of the Loan in excess of the Loan Limit, such interest to be calculated and payable monthly on the last day of each month.
- 3.04 Nothing herein shall oblige the Bank to permit the Loan to exceed the Loan Limit. In the event the Loan exceeds the Loan Limit, (i) the Bank may at any time terminate the Loan hereunder and immediately demand payment of the Loan by notice as herein provided and (ii) for each occurrence the undersigned will be charged a fee of 1% per annum calculated on the amount of excess over the Loan Limit or \$100, whichever is greater, and a \$5 overdraft handling charge per item that creates or increases the excess.

4. DEMAND AND TERMINATION

- 4.01 The undersigned shall pay the Loan to the Bank ON DEMAND, regardless of any covenants, conditions, obligations or events of default set out herein including, without limitation, any provisions set out in the Addendum hereto. The Bank may at any time terminate the Loan provided hereunder and demand payment of the Loan by notice as herein provided.
- 4.02 THE BANK MAY REFUSE TO HONOUR ANY CHEQUE OR PERMIT ANY TRANSFER OR WITHDRAWAL FROM THE ACCOUNT UPON (A) ANY DEFAULT BY THE UNDERSIGNED IN THE PERFORMANCE OF ANY OBLIGATION OF THE UNDERSIGNED TO THE BANK WHETHER CONTAINED HEREIN OR IN ANY OTHER AGREEMENT BETWEEN THE UNDERSIGNED AND THE BANK, (B) THE DEATH OF ANY GUARANTOR OF ANY INDEBTEDNESS OF THE UNDERSIGNED OR RECEIPT BY THE BANK OF NOTICE OF TERMINATION OF ANY GUARANTEE OF ANY INDEBTEDNESS OF THE UNDERSIGNED, (C) THE LOAN EXCEEDING THE LOAN LIMIT, OR (D) ANY DEMAND BEING MADE FOR PAYMENT OF THE LOAN, WHETHER OR NOT ANY TIME PERIOD HAS LAPSED AFTER THE TIME OF THE DEMAND.

5. DOCUMENTATION

- 5.01 The undersigned shall deliver to the Bank from time to time, promptly on request, in form and substance satisfactory to the Bank:
- (a) any security required by the Bank; and
 - (b) all other documents and information required by the Bank.
- 5.02 Any security document delivered hereunder shall be held as additional security for the indebtedness of the undersigned for the Loan, and not in substitution or in satisfaction thereof.

6. COSTS

- 6.01 The undersigned shall pay all reasonable costs, charges and expenses incurred by the Bank in the preparation or enforcement of this Agreement or any security required in connection with the Loan.

7. NOTICES

- 7.01 The Bank shall not be required to notify the undersigned of changes to the Prime Rate or the Overdraft Rate or in the Bank's calculations of the Lending Margin Calculation, if any.
- 7.02 Any request for any document or information, notice of termination, demand for payment or other notice to be sent in connection with this Agreement or either of the Accounts may be delivered, or mailed by prepaid ordinary mail or transmitted by facsimile if to the undersigned (or any one of them, if more than one) at the last known address or facsimile number for the undersigned (or any one of them, if more than one) in the Bank's records or if to the Bank at the Branch where the Account is maintained. The undersigned or the Bank, as applicable, shall be deemed to have received such request or notice on the date of delivery, if delivered, on the first business day following the date of transmission if transmitted by facsimile, and four (4) days after mailing, if mailed.

8. AMENDED AND RESTATED AGREEMENT

- 8.01 This Agreement hereby amends and restates the _____
 _____ (insert name of agreement)
 Agreement dated the _____ day of _____, as heretofore
 amended and supplemented from time to time (the "Existing Agreement"), between the undersigned and the
 Bank with effect as and from the date hereof (the "Effective Date"), the whole without any novation whatsoever.
- 8.02 The parties hereby expressly agree that as and from the Effective Date all of the undersigned's obligations,
 indebtedness and liabilities to the Bank under or pursuant to the Existing Agreement including, without
 limitation, the outstanding principal amount of the loan thereunder, all interest accrued thereon, all interest on
 overdue interest and all other amounts owing by the undersigned to the Bank under or pursuant to the Existing
 Agreement shall be governed by the terms hereof.
- 8.03 The undersigned hereby ratifies, confirms, acknowledges and agrees that it is and continues to be
 bound by all of the obligations, indebtedness and liabilities of and grants of security made by it
 under each of the security documents under, pursuant to or in connection with the Existing Agreement,
 including without limitation any agreement or instrument creating or granting a hypothec, security under the
 Bank Act (Canada), mortgage, pledge, fixed or floating charge, assignment by way of security or any other
 security interest securing payment or performance of an obligation under or pursuant to the Existing
 Agreement (herein, collectively, the "Security Documents") and each certificate or other document delivered
 pursuant to or in connection with the Existing Agreement or the Security Document (the Security Documents
 and such certificates or other documents are herein, collectively, the "Loan Documents"); and the undersigned
 acknowledges that the Bank is relying expressly upon the Loan Documents and such ratifications,
 confirmations, acknowledgements and agreements by the undersigned herein in entering into this Agreement
 and providing any accommodations hereunder, notwithstanding the amendment and restatement set forth
 herein.
- 8.04 As and from the Effective Date, all references to the Existing Agreement in any of the Loan Documents shall be
 construed as being a reference to the Existing Agreement as amended and restated by this Agreement.
- 8.05 This Article 8 is made under express reserve of all the terms and conditions of this Agreement and the Loan
 Documents and all rights in favour of the Bank hereunder and thereunder and without novation of any kind or
 derogation from the rank and priority of the Security Documents. Without derogating from or restricting in any
 way the Security Documents, all obligations under or pursuant to the Existing Agreement and hereunder shall
 continue to be secured by the Security Documents. All of the provisions of this Article 8 are without novation.

9. GENERAL

- 9.01 The provisions of the Addendum, if any, shall be incorporated into this Agreement and form part hereof.
- 9.02 The Bank's statements of the Account at any time shall constitute prima facie evidence of the Loan.
- 9.03 The undersigned will immediately notify the Bank if any guarantor of the indebtedness of the undersigned to
 the Bank dies.
- 9.04 This Agreement shall be binding upon the undersigned and the respective executors, administrators,
 successors and assigns of the undersigned, but the undersigned shall not assign any of the rights or
 obligations of the undersigned hereunder without the prior written consent of the Bank.
- 9.05 The failure of either the undersigned or the Bank to require performance by the other of any provision hereof
 shall in no way affect the right thereafter to enforce such provision; nor shall the waiver by either party of any
 breach of any covenant, condition or proviso of this Agreement or any other agreement between the Bank and
 the undersigned be taken or held to be a waiver of any further breach of the same covenant, condition or
 proviso.
- 9.06 Subject to Article 8 above (if applicable) this Agreement shall be in addition to and not in substitution for any
 other agreement between the undersigned and the Bank.
- 9.07 The undersigned agrees that the balance shown in any statement of the Account provided to the undersigned
 shall be deemed to be a correct and accurate statement of the Loan as at the date of the statement.
- 9.08 All payments relating to the Loan made by the undersigned pursuant to this Agreement shall be paid in
 Canadian dollars.

Any obligation of the undersigned under this Agreement to make payments in U.S. dollars shall not be
 discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into
 Canadian dollars except to the extent that such tender or recovery shall result in the effective receipt by the


Bank of the full equivalent amount of U.S. dollars so payable hereunder. Accordingly, the obligation of the undersigned shall be enforceable as an alternative or additional cause of action for the purpose of recovery in Canadian dollars of the amount (if any) by which such payment of a U.S. dollar obligation hereunder in a currency other than U.S. dollars shall fall short of the full amount of U.S. dollars so payable hereunder and shall not be affected by any judgment being obtained for any other sums due hereunder.

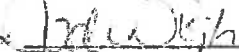
- 9.09 If any other provision of this Agreement would oblige the undersigned to pay or entitle the Bank to receive any amount that is prohibited by law, then, notwithstanding such provision, such amount shall be deemed to have been adjusted with retroactive effect to the maximum permitted amount by law. Notwithstanding the foregoing, if the Bank receives an amount in excess of the maximum permitted, then the undersigned shall be entitled, on providing written notice to the Bank, to obtain reimbursement of such excess. Pending reimbursement, such excess shall be deemed to be payable by the Bank. The Bank and the undersigned disavow any intent to receive or pay any amount in excess of that is permitted by law.
- 9.10 Time shall be of the essence of this Agreement.
- 9.11 If more than one party signs this Agreement, the obligations of the undersigned are joint and several.
- 9.12 It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

By executing this Agreement below the undersigned hereby agrees to the foregoing terms and conditions.

DATED as of the date set forth above.

CAN-AM GENETICS INC.
(Name of Entity)

By: 
Name: Brian Channon
Title: General MGR

By: 
Name: Julie Kish
Title: Comptroller

By: _____
Name: _____
Title: _____

**ADDENDUM TO
OPERATING LOAN AGREEMENT**

Lending Margin Calculation and/or Additional Provisions

The Bank may in its discretion reduce the Loan Limit by the amount of any other indebtedness or liability of the undersigned (or any one of them, if more than one) to the Bank including, without limitation, the amount of any bankers acceptances or letters of credit.

Without limiting the foregoing, the following Lending Margin Calculation is applicable to the attached Loan Agreement. The calculation and the amount of the Lending Margin Calculation is in the sole and complete discretion of the Bank, and in cases of dispute, the Lending Margin Calculation calculated by the Bank shall prevail.

The Lending Margin Calculation (if applicable) shall be an amount equal to: **N/A**

This is **Exhibit “H”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'Michael', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

SECURITY AGREEMENT

To Bank of Montreal:

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with the Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as a general and continuing security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank, including future advances or other value to the Debtor by the Bank whether or not such future advances or value are given pursuant to a commitment, and for any present and future indebtedness of any person, firm or corporation whose indebtedness to the Bank is guaranteed at any time by the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations").

List all premises and asset locations, by schedule, if necessary.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Manitoba:
BOX 278
101 2ND STREET
OAKVILLE, MANITOBA R0H 0Y0

Attach a schedule, if equipment is to be listed.

2. The Debtor hereby

(a) grants, bargains, assigns, transfers, sets over, mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment, including without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the Debtor has an interest and any equipment specifically listed or otherwise described in any Schedule hereto, (all of which is hereinafter collectively called the "Equipment"); and

(b) grants, bargains, assigns, transfers, sets over, mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service (all of which is hereinafter collectively called the "Inventory"); and

(c) assigns, transfers and sets over to the Bank, and grants to the Bank a security interest in, all its present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the Debtor (all of which is hereinafter collectively called the "Receivables"); and

(d) assigns, transfers and sets over to the Bank, and grants to the Bank a security interest in, all its present and future intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature, including without limitation client lists, client records and client files, now or hereafter owned or acquired or re-acquired by the Debtor or in which the Debtor has an interest (all of which is hereinafter collectively called the "Intangibles"); and

(e) grants, bargains, assigns, transfers, sets over, mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to in this clause 2, and includes payment representing indemnity or compensation for loss or damage to the personal property referred to in this clause 2 (all of which is hereinafter collectively called the "Proceeds"); and

(f) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, movable or immovable, of whatsoever nature and kind, both present and future, other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and the exceptions hereinafter contained, (all of which is hereinafter collectively called the "Undertaking").

For the purposes of this Security Agreement, the Equipment, Inventory, Receivables, Intangibles, Proceeds, Undertaking and other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes

collectively called the "Collateral".

3. The Collateral now situate in the Province of Manitoba is on the date hereof primarily situated or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places in Manitoba while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place in Manitoba when on lease or consignment to any lessee or consignee from the Debtor.

The Debtor covenants with the Bank not to remove the Collateral or any part thereof from the locations set out in clause 1 hereof, except as allowed for in the preceding paragraph and for sales in the ordinary course of business, without the prior written consent of the Bank.

4. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral in the ordinary course of business or otherwise; and if the amounts of any of the Receivables or Intangibles referred to in sub-clauses (c) or (d) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank; provided however that the property and assets assigned or subjected to a mortgage, charge or security interest by sub-clauses (b) and (e) of clause 2 above may be sold or disposed of in the ordinary course of business, and for the purpose of carrying on the same, for value received and then only upon the express condition that on or before delivery to a third party the Debtor shall secure full settlement of the entire purchase price for the Collateral so sold in cash, notes, chattel paper and other property.

5. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be expected out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as any purchaser of such term of years shall direct.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, financing statements, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the Collateral hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement. The Debtor hereby grants to the Bank the right to perfect by possession, repossession or seizure the security interests granted hereunder in any part of the Collateral.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor covenants with the Bank to maintain accurate books and records of the Collateral and the Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and businesses as the Bank may reasonably request, including lists of Inventory and Equipment and lists of Receivables showing the letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor hereby undertakes to;

(a) Promptly pay the Obligations as they become due or are demanded;

(b) Maintain the Collateral in good condition and repair and to provide adequate storage facilities to protect the Collateral and not to permit the value of the Collateral to be impaired;

(c) Not, without the consent in writing of the Bank, create any liens upon, or assign or transfer as security or pledge or hypothecate as security or create a Security interest in or in any way encumber the Collateral or any part thereof ranking or purporting to rank in priority to or pari passu with the security interest, mortgage, hypothec, charge, lien or encumbrance created by this Security Agreement, save that the Debtor may create a purchase money security interest in Collateral hereafter acquired but only if such interest is perfected and notification thereof is given to the Bank pursuant to the provisions of The Personal Property Security Act of Manitoba;

(d) Defend the title to the Collateral against all persons, firms or bodies corporate claiming any interest in the Collateral or any part thereof;

(e) Pay all taxes, assessments, and levies or charges from any source which may be assessed against the Collateral or any part thereof or which may result in a lien against the Collateral or any part thereof and shall insure the Collateral for loss or destruction by fire, wind, storm, and such other perils stipulated by the Bank in an amount not less than the full insurable value of the Collateral or the amount from time to time hereby secured, which is the lesser, with appropriate endorsement to secure the Bank as its interest shall appear. In the event the Debtor shall fail to provide adequate insurance when required to do so or to pay any of the said taxes, assessments, levies or charges the Bank may, without notice, at its option, but without any obligation or liability so to do, procure insurance and pay taxes or other charges and add said sums to the balance of the Obligations hereby secured or claim from the Debtor immediate reimbursement of such sums;

(f) Furnish such financial and operating statements of the Debtor to the Bank as may be requested by the Bank;

(g) Duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;

(h) Give immediate notice to the Bank in the event of a change of the corporate or trade name of the Debtor or any proprietor or partner thereof.

10. The Debtor represents and warrants that:

(a) At the time the Debtor pledges, sells, assigns or transfers to the Bank any instrument, document of title, security, chattel paper or other property, or any interest therein, the Debtor shall be the lawful owner thereof and shall have good right to pledge, sell, assign or transfer the same, none of such property shall have been pledged, sold, assigned or transferred to any person other than the Bank, or in any way encumbered, and the Debtor shall defend the same against all claims and demands of all persons;

(b) If the Debtor is a corporation, it is a corporation duly organized and existing under the laws of MANITOBA and is duly qualified and in good standing in every province or territory where it is doing business;

(c) If the Debtor is a corporation, the execution, delivery and performance hereof are within the Debtor's corporate powers, have been duly authorized, are not in contravention of any law or the terms of the Debtor's Charter, By-Laws or other incorporation document, or of any indenture, agreements or undertakings to which the Debtor is a party or by which it is bound.

11. The Debtor shall be in default under this Security Agreement upon the occurrence of any one to the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not;

(c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;

(e) the Debtor shall cease to carry on business or threaten to cease to carry on business;

(f) the Bank believes, in good faith, that the prospect of payment or performance by the Debtor is impaired or that the Collateral or any part thereof is in danger of being lost, damaged or confiscated.

12. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and the Bank may demand the Debtor to gather the Collateral in a named location or locations and the Bank may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor or the Collateral. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, subject to Part 6 of the Manitoba Personal Property Security Act, the Bank may enter upon and lease or sell the whole or any part or parts of the Collateral and any such sale may be made hereunder by public auction, by public tender or by private contract, with or without notice and with or without advertising and without any other formality, all of which are hereby waived by the Debtor, and such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reverse bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

13. The Debtor hereby covenants, promises and agrees to and with the Bank that in case the sum of money realized upon any disposition of the Collateral referred to herein shall not be sufficient to pay the whole of the Obligations due at the time of such disposition, the Debtor shall and will forthwith pay or cause to be paid to the Bank an amount equal to the deficiency between the Obligations and the sum of money realized upon the said disposition of the Collateral provided for herein.

14. Notwithstanding any other section or provision of this Security Agreement, the Bank may collect, realize, sell or otherwise deal with Receivables or any part thereof in such manner, upon such terms and conditions and at such time or times, whether before or after default, as may seem to it advisable, and without notice to the Debtor (except in the case of a sale and then subject to provisions of Part 6 of the Personal Property Security Act of Manitoba). The Bank shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Receivables or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the same or for the purpose of preserving a right of the Bank, the Debtor or any other person, firm or corporation in respect of the same. All monies collected or received by the Debtor in respect of the Receivables shall be received as trustee for the Bank and shall be forthwith paid over to the Bank. All monies collected or received by the Bank in respect of the Receivables or other Collateral may be applied on account of such parts of the indebtedness and liability of the Debtor as to the Bank seems best or in the discretion of the Bank may be realized to the Debtor, all without prejudice to the liability of the Debtor or the Bank's right to hold and realize the security.

15. Any and all payments made in respect of the Obligations from time to time and money realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

16. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in preparation, perfection and enforcement of this Security Agreement and the payment of such expenses shall be secured hereby.

17. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

18. The Debtor warrants and acknowledges that value has been given and that the Debtor has rights in the Collateral and that the Debtor and the Bank have not agreed to postpone the time of attachment of the security interest granted in this Security Agreement.

19. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank.

20. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any of the Obligations of the Debtor to the Bank.

21. The Bank shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payments of the same or for the purpose of preserving any rights of the Bank, the Debtor or any other person, firm or body corporate in respect of same.

22. The Bank or any assignee of this Security Agreement may, without further notice to the Debtor, at any time assign this Security Agreement and the security interest evidenced thereby. The Debtor expressly agrees that, with respect to such an assignment, re-assignment or transfer of this Security Agreement, the assignee or transferee shall have all of the Bank's rights and remedies under this Security Agreement and the Debtor will not assert as a defense, counterclaim, set-off, cross-complaint, or otherwise any claim, known or unknown, which he now has or hereafter acquires against the Bank in any action commenced by an assignee or transferee of this Security Agreement and will pay the Obligations, secured hereby to the assignee or transferee at its place of business as said Obligations become due.

23. The Debtor hereby acknowledges receiving a copy of this Security Agreement.

24. The Debtor hereby waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

25. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

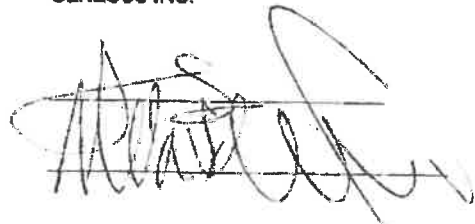
26. In construing this Security Agreement, terms herein shall have the same meaning as defined in The Personal Property Security Act, unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations, or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

Insert date of execution

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 13th day of March, 2011 (year).

To be signed by Debtor; if Debtor is a corporation ensure signatures are authorized and if the corporation has a corporate seal, affix corporate seal; Debtors name should be typed.

GENESUS INC.



CORPORATE AUTHORIZING RESOLUTION

Required only for a corporation.

"WHEREAS It is in the interests of the Company to enter into a Security Agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. the Company do enter into, execute and deliver to the Bank of Montreal a Security Agreement substantially in the form of the draft Security Agreement presented to directors, subject to such alterations, amendments or additions to which the President or a Vice-President of the Company may agree;
2. the Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, receivables, intangibles, proceeds, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft Security Agreement;
3. the execution by the President or a Vice-President of the Company of the said Security Agreement shall be conclusive proof of his agreement to any amendments, alterations or additions incorporated therein;
4. the Chairman of the Board, the President or a Vice-President and another Vice-President, the Secretary, the Treasurer, an Assistant Secretary, an Assistant Treasurer or a Controller of the Company be and they are hereby authorized to execute and deliver the Security Agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such other acts and things as may be necessary for fulfilling the Company's obligations under the said Security Agreement."

CERTIFICATE

I am the Secretary of GENESUS INC. and I hereby certify that:

To be completed by Secretary or other authorized officer; insert appropriate date.

- 1. the forgoing is a true copy of a resolution properly passed by the board of directors or signed by all the directors entitled to vote thereon at a meeting of directors of the said Company on the 2nd day of March 2011 (year).
2. the attached Security Agreement is in the form of the draft Security Agreement referred to in the resolution and has been duly and properly executed by the proper officers of the Company under its corporate seal; and
3. the resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company.

To be signed by secretary or other authorized officer; if corporation has a corporation seal, affix corporation seal.

[Handwritten signature]

This is **Exhibit "I"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read "Michael", written over a horizontal line.

A Notary Public in and for the Province of Manitoba

3

THE UNDERSIGNED (Name in full, no abbreviations) GENESUS INC. of (Street Address) BOX 278, 101 2ND STREET in the (City, etc.) TOWN of (Name of City) OAKVILLE, (Postal Code) R0H 0Y0 in the Province of MANITOBA, for valuable consideration HEREBY ASSIGNS AND TRANSFERS to the Bank of Montreal, (herein called the Bank), all accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interests (all such terms having the meaning of such terms in the Personal Property Security Act and herein collectively called the "said debts and securities") now due or hereafter to become due to the undersigned or which now are or may hereafter become vested in the undersigned and all proceeds and other rights and benefits in respect thereof.

AND the undersigned undertakes and promises to furnish to the Bank at any time and from time to time on demand a list of all its debtors with the amounts owing by each and all security and other rights and benefits in respect thereof and to assign and transfer the same to the Bank.

AND the undersigned hereby assigns and transfers and agrees to assign and transfer to the Bank all books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all or any of the debts and securities and rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.

AND without limiting the generality of the foregoing, the undersigned hereby assigns and transfers and agrees to assign and transfer any and all claims and other rights for insurance against loss by fire, water, misappropriation or otherwise to the real or personal property of the undersigned.

THE present assignment and transfer shall be a continuing collateral security to the Bank for the payment of all and every present and future indebtedness and liability direct or indirect of the undersigned to the Bank and any ultimate unpaid balance thereof with interest.

AND the undersigned agrees to pay all reasonable expenses, including solicitor's fees and disbursements incurred by the Bank or its agents in connection with the preparation and perfection of this assignment and in connection with the collection and realization of the said debts and securities and the payment of all such expenses shall be secured hereby.

AND the undersigned expressly authorizes the Bank to give notice to account debtors and collect and realize the said debts and securities and rights hereby transferred from time to time in such manner and at such times as it may in its discretion deem advisable including by appointment of receiver or agent or disposition for deferred payment (but it shall not be bound to realize the same, shall not be obliged to prepare the debts and securities for disposition, shall not be obliged to keep the same identifiable, and shall not be obliged to preserve rights against other persons unless it sees fit), and may appropriate the proceeds thereof in its absolute discretion on account of such parts of the said indebtedness and liability whether secured or unsecured as to the Bank may seem best; and such appropriations may be changed or varied from time to time at the discretion of the Bank; and the Bank before appropriating the same as aforesaid may deduct all reasonable costs, charges and expenses of realization including reasonable commissions for collection and all legal costs on a solicitor and his client basis all of which the undersigned agrees to pay to the Bank.

THE Bank may grant extensions, take and give up securities, accept compositions, grant releases and discharges and generally deal with the said debts and securities and rights in its absolute discretion without consent of or notice to the undersigned, and the Bank shall not be responsible for any loss or damage which may occur in consequence of the negligence of any officer, agent, receiver, sheriff or solicitor employed in the collection or realization thereof or while the debts, claims or securities are in the possession of the Bank.

IF the amounts of any of the said debts and securities and rights be paid to the undersigned, the undersigned (or such one or other of them as shall receive the same) hereby agrees to receive the same as agent of and in trust for the Bank and forthwith to pay over the same.

THE UNDERSIGNED covenants not to substitute or modify any of the undersigned's rights under the debts, claims or securities, by agreement or otherwise, without the written consent of the Bank, and any substitution or modification not consented to may at the option of the Bank be treated as an act of default hereunder and under any other agreement between the undersigned and the Bank.

THE UNDERSIGNED hereby undertakes to do such other things and sign such further instruments as may from time to time be required by the Bank or any officer or solicitor thereof to vest in the Bank the said debts and securities and rights hereby assigned and transferred or agreed to be assigned and transferred, or to collect the same, and the Bank and its Officers are and each of them is irrevocably appointed attorneys or attorney to execute in the name and on behalf of the undersigned and the heirs or devisees, executors or administrators of the undersigned any assignment or other instrument for the said purpose and the said power of attorney shall not be revoked by the death of the undersigned.

THIS assignment is in addition to and not in substitution for any former assignment and shall not be merged in any subsequent assignment.

Applicable only in
Alberta, British
Columbia,
Manitoba, New
Brunswick, Nova
Scotia,
Newfoundland,
Prince Edward
Island and
Saskatchewan.

THE UNDERSIGNED waives receipt of any financing statement registered by the Bank and any confirmation of registration.

THE UNDERSIGNED acknowledges receipt of a copy of this General Assignment of Debts.

This Assignment was executed on the 10 day of March 2011 (year).

Executed in the presence of:

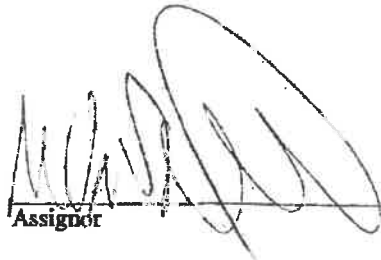
Witness 

GENESUS INC.

Assignor 

Type or print
exact name of
customer and if
executed by a
company with a
corporate seal,
the corporate seal
should be affixed.

Witness 

Assignor 

This is **Exhibit "J"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'N. A. ...', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

GENESUS INC.
BOX 278, 101 2ND STREET
OAKVILLE, MANITOBA
R0H 0Y0

FEB. 28 , 20 11

BMO BANK OF MONTREAL
3RD FLOOR, 335 MAIN STREET
WINNIPEG, MANITOBA
R3C 1C2

Dear Sirs/Mesdames:



Re: Section 427 *Bank Act* Security Documents

This is your irrevocable authority to do the following acts in connection with our Section 427 *Bank Act* security documents on our behalf and as our duly authorized agents:

1. date them a date that is subsequent to the date of filing of the Notice of Intention to Give Security under Section 427 of the *Bank Act*; and
2. insert all other appropriate reference dates as you see fit.

It is understood and agreed that the Section 427 *Bank Act* security documents described herein shall not become operative and take effect until they have been dated by the Bank as provided above and they shall be deemed to have been delivered and given to the Bank pursuant to Section 427 of the *Bank Act* as of the date designated by the Bank pursuant to paragraph one of this letter.

GENESUS INC.

By: ✕ 
Name: Brad Chamel
Title: General Mgr
By: ✕ 
Name: Jodi Nibit
Title: Comptroller



Notice for Registration Under Sec. 427 of the Bank Act

PORTAGE LA PRAIRIE, MB.

05457-001
Transit

Notice of Intention

Branch

- (1) Name(s) in full, including initials
- (2) Do not use abbreviations, except where they appear in Company's registered name.

To Whom & May Concern: GENESUS INC.

 Name of Person (1), Firm (2) or Company
 BOX 278, 101 2ND STREET OAKVILLE MANITOBA R0H 0Y0
 P.O. Address

hereby gives notice that it is their intention to give security under Sec. 427 of the Bank Act to the Bank of Montreal.

Dated at OAKVILLE MAN, this 28th day of FEB., 2011 (year).

GENESUS INC.
(Name of Entity)

By: [Signature]
 Name: Brian Chalmers
 Title: General Mgr
 By: [Signature]
 Name: T. D. N. N. N.
 Title: Comptroller

Registered trade-marks of Bank of Montreal

01261806
 NOTICE RECEIVED / PRÉAVIS REÇU
 MAR 04 2011 09:13 AM
 EST
 CANADIAN SECURITIES REGISTRATION SYSTEMS
 Authorized Section 427 Bank Act
 Registrar for Bank of Canada
 Bureau d'enregistrement autorisé de la
 Banque du Canada conformément à
 l'article 427 de la Loi sur les banques.
 Central Processing Facility
 PROVINCE OF: MB
 Pour / For Registrar R. C. [Signature]

To the
Bank of Montreal
PORTAGE LA PRAIRIE, MANITOBA

The Bank is hereby requested by the undersigned to grant and continue certain credit facilities (whether by loans, the acceptance of our bills of exchange, or otherwise) and to make loans or advances to the undersigned thereunder on the security of all property of the kind(s) hereinafter described of which the undersigned is now or may thereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit
ALL THE DEBTOR'S INTEREST BOTH PRESENT AND FUTURE IN ALL LIVESTOCK INCLUDING THE NATURAL INCREASE AND SUBSTITUTION THEREOF.

and/or on the security of warehouse receipts and/or bills of lading covering such property.

And the undersigned promise(s) and agree(s) to give the Bank security for all loans and advances by the Bank to the undersigned pursuant to this application for credit and promise to give security and any application(s) for credit and promise(s) to give security supplemental hereto, by way of assignment under Section 427 of the Bank Act covering all the property aforesaid which is now or may hereafter be in the place or places hereinafter designated, to wit
**IN THE BARNS, CORRALS, FEEDLOTS, GRANARIES, FIELDS, PASTURES OR RANGES SITUATED ON:
101 2ND STREET, OAKVILLE, MANITOBA**

or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

The undersigned promise(s) and agree(s) to give the Bank from time to time and as often as requested by the Bank warehouse receipts and/or bills of lading covering all the property aforesaid or any part thereof which is now or may hereafter be covered by warehouse receipts or bills of lading, as security for all the said loans and advances.

And the undersigned will pay the Bank all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the undersigned or in attempting so to do.

The undersigned hereby appoint(s) the person for the time being acting as manager of the above-mentioned branch of the Bank the attorney of the undersigned, on behalf of the undersigned to give from time to time to the Bank any and all security mentioned above and to sign or endorse and deliver any and all instruments and documents in connection therewith.

The Bank may from time to time take from the undersigned notes representing the said loans and advances or any part thereof; and any notes so taken shall not extinguish or pay the indebtedness created by such loans and advances but shall represent the same only.

No security acquired by the Bank shall be merged in any subsequent security or be taken to be substituted for any security previously acquired.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED at OAKVILLE, MAN the 7th day of MARCH, 2011.

GENESUS INC.
(Name of Entity)

By: _____

Name: BRAD CORNELL

Title: GENERAL MGR

By: _____

Name: JOE NICH

Title: COMPTROLLER

By: _____

Name: _____

Title: _____

® Registered trade-marks of Bank of Montreal

To the
BANK OF MONTREAL:

In consideration of the loan(s) or advance(s) being made and/or to be made hereafter by the BANK OF MONTREAL (hereinafter called "the Bank") to the undersigned (hereinafter called "the Customer") the Customer agrees with the Bank as follows:

1. All security now or at any time hereafter held by the Bank for the payment of any debt or liability of the Customer (the said security being hereinafter called "the security"), including, without limiting the generality of the foregoing, security by way of warehouse receipt or bill of lading or under Section 427 of the Bank Act, together with all property covered by or comprised in the security (the said property being hereinafter called "the property"), and all proceeds of the security and of the property, shall be continuing collateral security for the payment of such debt or liability and also for the payment of interest thereon and of all costs, charges and expenses of or incurred by the Bank in connection therewith, including solicitor and his own client legal costs, whether in protecting, preserving, possessing, preparing for disposition, disposing of, realizing or collecting the security or the property or attempting so to do or otherwise, and interest thereon at the rate and calculated in the manner agreed upon by the Customer and the Bank, all of which the Customer agrees to pay to the Bank.

2. The Customer shall keep the property insured to its full insurable value against loss or damage by fire, and, if requested by the Bank, against loss or damage from any other cause, with insurers approved by the Bank, and shall assign to the Bank the policies evidencing such insurance or all claims thereunder and/or have the loss made payable to the Bank as the Bank may require and shall deliver the policies to the Bank, and in the event of failure so to do the Bank may but shall not be bound to effect such insurance on the property as it sees fit and the Customer will on demand repay to the Bank the amount of any premiums paid by it with interest thereon at the rate and calculated in the manner agreed upon by the Customer and the Bank.

3. If the Bank surrenders to the Customer the security or the property or any part of either of them, the Customer shall receive the same in trust for and on behalf of the Bank and from time to time shall deal therewith as the Bank may direct and, at the request of the Bank, shall give to the Bank security on the property so surrendered, or covered by the security so surrendered, to the satisfaction of the Bank.

4. Until default by the Customer in payment of all or any part of the indebtedness and liability of the Customer to the Bank, or until notice by the Bank to the Customer to cease so doing, the Customer may sell such property from time to time in the ordinary course of business and remove the same for the purpose of delivery to purchasers thereof. The proceeds of all sales by the Customer of the property or any part thereof, including, without limiting the generality of the foregoing, cash, debts arising from such sales or otherwise, evidences of title, instruments, documents and securities, which the Customer may receive or be entitled to receive in respect thereof, are hereby assigned to the Bank and shall be paid or transferred to the Bank forthwith, and until so paid or transferred shall be held by the Customer in trust for the Bank. Execution by the Customer and acceptance by the Bank of an assignment of book debts or any additional assignment of any of such proceeds shall be deemed to be in furtherance hereof and not an acknowledgement by the Bank of any right or title on the part of the Customer to such book debts or proceeds.

5. The Customer shall at all times duly and seasonably pay and discharge all claims whatsoever in any way secured by or constituting a charge upon the property or any part thereof and particularly, but without limiting the generality of the foregoing, all wages, salaries and other remuneration of all employees employed by the Customer in connection with the business or farm of the Customer in respect of which any property covered by the security is held or acquired by the Customer, and shall from time to time at the request of the Bank exhibit to the Bank evidence of such payment and discharge and obtain and deliver to the Bank such waivers or releases as the Bank may deem necessary to secure to the Bank the priority of its rights in the property.

6. The Customer shall from time to time on demand and to the satisfaction of the Bank deliver to the Bank additional security, and in the event of failure by the Customer so to do or to make due payment to the Bank of any debt or liability or part thereof or to observe any provision of this agreement, the Bank may in its discretion cease or refrain from making loans or advances to the Customer whether under any credit extended by the Bank or otherwise, and all debts and liabilities of the Customer to the Bank shall at the option of the Bank be payable forthwith and without any demand, and the Bank is hereby authorized from time to time to sell at public or private sale or otherwise realize upon the security or any part thereof and all or any of the property whenever and wherever and for such price in money or other consideration and in such manner and upon such terms and conditions as the Bank deems best, the whole without advertisement or notice to the Customer or others and to deal with the proceeds as in this agreement provided or as otherwise agreed, without prejudice to its claim for any deficiency and free from any right of redemption on the part of the Customer which is hereby waived and released, the Customer expressly waiving all and every formality prescribed by custom or by law in relation to any such sale or other realization.

7. The Bank may from time to time, enter upon or into and occupy and use, enjoy and exercise free of charge and to the exclusion of all others, including the Customer, any and all premises and property (real and personal, immovable and movable) and rights, powers and privileges of or used, enjoyed or exercised by the Customer in connection with the property or any part thereof or in or upon which the same may be (not being the premises of a warehouseman or carrier) until the property shall be fully realized upon, and may from time to time appoint a receiver, receiver-manager or agent to act for the Customer, for whose acts the Customer alone shall be responsible, and the Customer shall have no power to revoke such appointment or determine such agency. Such receiver, receiver-manager or agent shall have and may exercise all the powers, rights and discretions granted to the Bank by this agreement and the Bank and any such receiver, receiver-manager or agent shall have the right from time to time in the name of the Customer to exercise any and all of the Customer's rights, powers and privileges of every kind and to do all acts and things which the Customer could do if acting, for the purpose of completing, selling, shipping or otherwise dealing with the property in such manner as the Bank may deem best for the purpose of realizing upon the security.

8. Any promissory note or bill of exchange received by the Bank together with any securities or documents attached thereto or received therewith shall be subject to the terms of this agreement and the Bank and holders for the time being of any such bill or note may at any time before or after its maturity and whether or not it has been dishonoured accept payment and deliver the securities or documents or accept partial payment from time to time and thereupon release part of the securities or of the property covered by the documents or any of them.

9. The Bank may from time to time apply

- (a) all payments which it receives,
- (b) the proceeds of sales by the Customer of the property or any part thereof, and
- (c) the proceeds of realization of any part of the security or of the property which are applicable generally to the debts and liabilities of the Customer to the Bank,

against, or as the Bank deems best, hold the same with all the powers, rights and discretions conferred on it by this agreement or otherwise, as continuing collateral security for the fulfilment of any or all obligations, present or future, direct or indirect, absolute or contingent, matured or not, of the Customer to the Bank whether arising from agreement or dealings between the Bank and the Customer or from any agreement or dealings with any third person by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety, and any such application by the Bank may, in whole or in part, be changed by the Bank from time to time as it deems best.

The proceeds of realization of any part of the security or of the property which are applicable only to part of the debts and liabilities of the Customer to the Bank shall first be applied to such part of the debts and liabilities, and any surplus remaining after payment of such part may from time to time be held or applied by the Bank for the purposes set out in and in accordance with the preceding paragraph of this Clause 9.

10. The Bank may release, compromise, settle and adjust any claim, dispute or difference which may arise in respect of the security or of the property or the proceeds of either of them and may grant extensions of time and indulgences. The Bank may use any Clearing Houses established by The Canadian Bankers' Association and in all dealings with the Customer's accounts and with instruments may act pursuant to the rules and regulations under which such Clearing Houses are operated.

11. The Customer shall from time to time execute, draw, endorse and deliver all such instruments and documents and do all such acts and things as the Bank may deem necessary or desirable for the purpose of perfecting the title of the Bank to the security of the property or the proceeds of either of them or of carrying into effect any or all of the provisions of this agreement or of securing the fulfilment of such obligations as aforesaid of the Customer to the Bank. The Customer hereby appoints the Bank and its Vice-Presidents, Inspectors, Managers and persons for the time being acting as managers of branches of the Bank where an account of the Customer may be kept and any person or persons from time to time named by the Bank for the purposes hereinafter mentioned, and any one of them acting alone, the Attorneys and Attorney of the Customer with full power of substitution from time to time for and in the name of the Customer to do whatsoever the said Attorneys or Attorney may deem expedient for the purpose of carrying into effect any or all of the provisions of this agreement, and this appointment being made in consideration of a loan or loans, advance or advances, by the Bank to the Customer shall be irrevocable and shall be of full force and effect whenever and so often as any loan or advance by the Bank to the Customer is unpaid or any such obligation as aforesaid to the Bank is unfulfilled and notwithstanding any occurrence or event which would otherwise terminate such agency. Every power, right and discretion vested by law in the Bank or conferred upon it by this agreement may be exercised on its behalf by the said officers or acting officers of the Bank or any person from time to time named by the Bank for such purpose, and any one of them acting alone.

12. The Bank shall not be responsible for any failure to exercise or enforce or for any delay in the exercise or enforcement of any powers, rights or discretions of the Bank, including the failure to take steps to preserve rights against other persons nor for any act, default or misconduct of any agent, officer, employee or servant of the Bank and the Bank shall be accountable only for such moneys as it shall actually receive. The Bank shall not be responsible for any loss or damage to the property while in the possession of the Bank, a receiver or a sheriff, whether due to the negligence or other default of any of them or otherwise, and specifically the Bank shall not be obligated to preserve, repair, process, or prepare for disposition any of the property.

13. Any notice to or demand upon the Customer shall be sufficiently given if despatched by post addressed to the Customer at the address of the Customer as shown by the books kept in relation to the account of the Customer at the branch of the Bank from which notice or demand is despatched and shall be deemed to have been received by the Customer at the time when in the ordinary course of post it would be expected to reach the said address.

14. The benefit of all rules of law or equity and compliance with any statutory provisions now or hereafter in force inconsistent with any of the provisions of this agreement are hereby waived by the Customer.


15. The provisions hereof shall be in addition to all other remedies of the Bank existing in law and to all rights under agreements heretofore given and no sale or delivery by the customer of the property or any part thereof shall prejudice or affect the rights however arising of the Bank in or with respect to property so sold or delivered, and this shall be a continuing agreement and all its provisions shall extend to all loans and advances to the Customer by the Bank and all obligations of the Customer to the Bank at any time outstanding and to the security and the property as they may exist from time to time and all proceeds thereof; and every loan and advance heretofore, now or hereafter made shall be deemed to have been made upon the agreements herein contained.

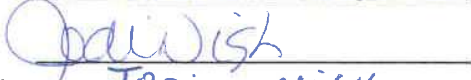
16. This agreement shall be binding upon and enure to the benefit of the Customer and the Bank and the heirs, executors and administrators or successors and assigns, as the case may be, of each of them.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Dated at OAKVILLE, MAN., this 7th day of MARCH, 2011.

GENESUS INC.
(Name of Entity)

By: 
Name: BRAD CRAMER
Title: GENERAL MANAGER

By: 
Name: JODI NISH
Title: COMPTROLLER

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FOR GOOD AND VALUABLE CONSIDERATION, the undersigned hereby assigns to the BANK OF MONTREAL (hereinafter called "the Bank") as continuing security for the payment of all loans and advances made or that may be made by the Bank to the undersigned from the 7th day of MARCH, 2011 pursuant to the application for credit and promise to give security made by the undersigned to the Bank and dated the 7th day of MARCH, 2011, and any application(s) for credit and promise(s) to give security supplemental thereto made or that may be made by the undersigned to the Bank or renewals of such loans and advances or substitutions therefor and interest on such loans and advances and on any such renewals and substitutions, all property of the kind(s) hereinafter described of which the undersigned is now or may hereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit, - (describe the property assigned)

ALL THE DEBTOR'S INTEREST BOTH PRESENT AND FUTURE IN ALL LIVESTOCK INCLUDING THE NATURAL INCREASE AND SUBSTITUTION THEREOF.

and that is now or may hereafter be in the place or places hereinafter, designated, to wit, - (designate the place or places)

IN THE BARN, CORRALS, FEEDLOTS, GRANARIES, FIELDS, PASTURES OR RANGES SITUATED ON:
101 2ND STREET, OAKVILLE, MANITOBA

or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.


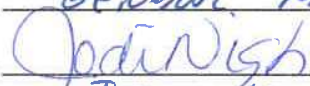
This security is given under the provisions of section 427 of the Bank Act.

The property now owned by the undersigned or in respect of which the undersigned now has or may hereafter acquire rights and hereby assigned is free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank, and the undersigned warrants that the property that may hereafter be acquired by the undersigned and is hereby assigned shall be free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. *Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.*

DATED at OAKVILLE MAN the 7th day of MARCH, 2011.

GENESUS INC.
(Name of Entity)

By: 
Name: BRAD CHAMER
Title: GENERAL MGR
By: 
Name: JODI NIGH
Title: COMPTROLLER

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Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties
Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8
Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la
Loi sur les banques.

Pitblado LLP
Commodity Exchange Tower
#2500 - 360 Main Street
Winnipeg, Manitoba
R3C 4H6

2023/02/22 11:35 AM EST

Ref / Objet: 05422523 638/400

Tel/Tél: 1-204-956-0560
Fax/Télécopie: 1-204-957-0227

Attn: E. Scott Ransom
Acct# 4140

Dear Sir / Madam

Monsieur / Madame

Re: Bank Act Security - Section 427

Objet: Garanties données en vertu de la Loi sur les banques -
article 427

We have processed your request(s) and hereby confirm
the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous
vous faisons part des résultats suivants: (* voir ci-dessous).

Reference

Reference

(2) A search has been made of the notice of intention
under the Bank Act registered in the province of
Manitoba. As at the date and time above, our records
indicate the following.

(2) Nous avons examiné les préavis qui se rapportent aux
garanties données en vertu de la Loi sur les banques et qui
sont enregistrés pour la province de: Manitoba. À la date et à
l'heure indiquées ci-dessus.

Your search for the company

Votre recherche pour la société

Genesis Inc.

Genesis Inc.

returns the following results:

révèle les résultats suivants:

Type	Registration Name	Address	Date	Expires	Number	Bank
Type	Enregistrement au nom de	Adresse	Date	Expires	Numéro	Banque
(2)	Genesis Inc.	Post Office Box 278 101 2nd Street Oakville MB R0H0Y0	2011/03/04 09:13 AM PST	2023/12/31 *2026/12/31	01261806	Bank of Montreal

For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les
montants s'établissent comme suit:

This is **Exhibit “K”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'N. Alaal', is written over a horizontal line.

A Notary Public in and for the Province of Manitoba

Application for Standby Letter of Credit / Demand Guarantee

Date: 7/4/2018

<p>Bank of Montreal Global Trade Operations</p>	<p>1. Reference Number: Date of Expiry: 7/31/2018 Counter-guarantee expiry date, if applicable: Click here to enter a date. Automatic extension, if applicable: <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual with <input type="checkbox"/> 30 <input type="checkbox"/> 60 <input type="checkbox"/> 90 days of notice of non-renewal final expiry date, if applicable: Click here to enter a date.</p>
<p>2. Please issue / Request your correspondent to issue Irrevocable: <input type="checkbox"/> Standby Letter of Credit <input checked="" type="checkbox"/> Demand Guarantee</p>	<p>3. Method of Communication (Please check the drop down menu) By: SWIFT To: Choose an item. (If Other, _____)</p>
<p>4. Full name and address of the Applicant (the "Borrower"): Genesis Inc. 101 - 2nd Street Oakville, MB R0H 0Y0</p>	<p>5. Full name and address of the Beneficiary: 6. LIMITED LIABILITY COMPANY "SELEKTSIONNO-GIBRIDNIY CENTR" 7. 309032, Russia, Belgorod Region 8. Prokhorovskiy district 9. selo Luchki Russia</p>
<p>10. Currency and Amount 1,222,851.00 USD</p>	<p>11. Partial drawings <input checked="" type="checkbox"/> Allowed <input type="checkbox"/> Not Allowed</p>

12. Transferable

Yes No

13. Purpose of the instrument: (Indicate the purpose of the underlying obligation, e.g. description of the goods or services, or project/contract, lease agreement, etc.): [state purpose here]

Instrument to be issued in accordance with:

BMO's standard text
 Proforma text of instrument attached (subject to BMO's approval)

14. Special Instruction(s) (check applicable box)

Instrument to be issued in the name of [state name and address here] ("Specified Party").

Other Please draft in same format as BMT04784240G

Please provide a draft for review

The instrument should be advised through Sberbank

15. The Standby Letter of Credit issued based on this Application will be subject to the terms and conditions of (check applicable box):

The current International Standby Practices ("ISP") of the ICC
 The current Uniform Customs and Practice for Documentary Credits ("UCP") of the International Chamber of Commerce (the "ICC")

A Demand Guarantee issued based on this Application will be subject to the terms and conditions of the current Uniform Rules for Demand Guarantees ("URDG") of the ICC.

Documents presented and conforming to the appropriate ICC rule will be acceptable unless the terms of this Application specifically provide otherwise. The UCP, ISP or the URDG of the ICC, as applicable, have been expressly brought to my/our attention and I/we have knowledge of them.

IMPORTANT

The Agreement on the following pages must be signed. The Applicant has read the Agreement and agrees that it is accepted by and is binding on the Applicant. If there is more than one Applicant, each Applicant must sign both this Application and the Agreement.

Name of Applicant: Genesis Inc.

Per:

Signature

Jodi Nigh, Finance Manager

Print Name & Title

Signature

Alysa Bell, Office Assistant

Print Name & Title

We have authority to bind the entity

Standby Letter of Credit / Demand Guarantee Indemnity Agreement

In consideration of the issuance by Bank of Montreal ("BMO") of a standby letter of credit / demand guarantee / counter guarantee or other instrument ("Instrument") substantially according to the application appearing on the reverse side hereof the Applicant (the "Applicant") agrees as follows:

APPLICATION OF AGREEMENT

- Binding Effect.** The obligations of the Applicant under this Agreement shall be absolute, irrevocable and unconditional and shall not be reduced or affected by any event, occurrence or circumstances whatsoever, including, without limitation: (i) the existence of any claim, setoff, defense or other right which the Applicant may have at any time against a beneficiary named in the Instrument or any transferee of such Instrument (or any person for whom any the transferee may be acting), or against BMO or any other person, (ii) the surrender or impairment of any security for the performance or observance of any of the terms of this Agreement or the Instrument, (iii) any extension of the expiry date of the Instrument or any increase in the amount thereof, or alteration of any of the terms and conditions at the Applicant's request or with the Applicant's consent or (iv) any change in the composition of the Applicant, the parties to or the parties contemplated in this Agreement, including, without limitation, any change arising from the accession of one or more new partners, or from the death, disability, impairment, retirement, termination, withdrawal or secession of any partner or partners, or merger or amalgamation of one or more corporations. In the event of any of the foregoing circumstances, all the terms of this Agreement shall remain in full force and effect, without release of any party hereto, and this Agreement shall continue to apply to any and all amounts that BMO may ultimately be required to pay under the Instrument by reason of having issued same.
- Definitions.** As used in this Agreement, the following terms have the meanings specified below:
 - "Applicant" has the meaning set forth in the preamble hereto.
 - "BMO" has the meaning set forth in the preamble hereto.
 - "Bank Related Parties" means BMO and its affiliates and the respective partners, directors, officers, employees, Suppliers, agents, advisors and other representatives of BMO and its affiliates.
 - "Change in Law" has the meaning set forth in Section 6.
 - "Communication" has the meaning set forth in Section 24.
 - "Damages" has the meaning set forth in Section 3(c).
 - "Documents" means, in relation to an Instrument, any and all bills, documents of title, bills of lading, warehouse receipts, transportation documents, insurance policies, certificates, notices, and other documents relating to such Instrument or the Goods or services of relevance thereto.
 - "Goods" means all goods, products and other property to which Documents relate.
 - "ICC Rules" has the meaning set forth in Section 8.
 - "Instrument" has the meaning set forth in the preamble hereto.
 - "Other Currency" has the meaning set forth in Section 18.
 - "Personal Information" has the meaning set forth in Section 23.
 - "Procedures" has the meaning set forth in Section 24.
 - "Representatives" has the meaning set forth in Section 24.
 - "Set-off Obligations" has the meaning set forth in Section 22.
 - "Specified Party" has the meaning set forth in Section 3(g).
 - "Suppliers" means any suppliers, licensors, service providers, including BMO's affiliates, service organizations, correspondent banks, agents or vendors of BMO or its affiliates.

INDEMNITY AND PROCESSING TERMS

- Payments, Reimbursements and Indemnity.**
 - Reimbursements Generally.** The Applicant agrees to pay BMO in immediately available and freely transferable funds the amount of each draft or other request for payment received under the Instrument. Each such payment shall be made at the maturity of each respective draft or other request for payment received or, if so demanded by BMO, on demand in advance of any such drawing or request or its maturity.

- b. **Certain Payments and Reimbursements.** The Applicant agrees to pay to BMO in immediately available and freely transferable funds, immediately on demand by BMO, the full amount of BMO's contingent liability, as determined by BMO and notified to the Applicant: (i) in respect of an instrument outstanding at the time any credit facility pursuant to which an instrument was issued is terminated; (ii) in respect of an instrument which has become the subject matter of any legal proceeding, order or judgment, injunction or other such determination, whether interim, temporary or permanent, which might have the effect of restricting payment by BMO under such instrument or extending BMO's liability under the instrument beyond the expiration date of such instrument; (iii) in respect of an instrument with an indefinite, unlimited or non-existent expiry date; and (iv) in respect of an instrument which is or becomes affected by, or BMO's obligations pursuant to the instrument are or become affected by, any foreign law, rule, sanction, regulation or policy, including, without limitation, the non-applicability of the ICC Rules.

- c. **Indemnity.** The Applicant hereby agrees to indemnify and hold the Bank Related Parties harmless from and against all claims, proceedings, actions, charges, complaints, costs (including legal fees on a substantial indemnity basis and disbursements), damages, demands, expenses, liabilities, losses and other consequences which any Bank Related Party may, directly or indirectly, incur, sustain or suffer (collectively, "Damages"), except to the extent caused solely by its own gross negligence or willful misconduct, as a direct or indirect result of issuing the instrument or enforcing or protecting the provisions hereof, including, without limitation: (i) charges by other banks or financial institutions, legal expenses and other professional expenses reasonably incurred by any Bank Related Party and whether incurred in defending any action brought against any Bank Related Party to compel payment under the instrument or to restrain any Bank Related Party from making payment thereunder, or in any proceedings brought by any Bank Related Party with respect to the instrument, or against the Applicant, any guarantor of the Applicant's liabilities to any Bank Related Party hereunder, or with respect to the Applicant's or any guarantor's property charged or pledged to any Bank Related Party for the purpose of protecting, taking possession thereof, holding or realizing thereon, or otherwise in connection herewith, (ii) Damages related to the effect of an indefinite, unlimited or non-existent expiry date in the instrument; (iii) Damages related to the effect of any foreign laws, rules, sanctions, regulations or policies on the instrument or on any Bank Related Party's obligations pursuant to the instrument, including, without limitation, the non-applicability of the ICC Rules and (iv) Damages related to (A) any unauthorized use of any service, (B) BMO acting, delaying in acting or declining to act on any instruction or communication, (C) any systems failure, malfunction or delay, (D) any failure to provide any service or to act on any instruction or communication for any reason outside BMO's control, including, without limitation, the acts or omissions of, or the insolvency or bankruptcy of, other financial institutions, or (E) the failure of the Applicant to comply with Procedures.

The Applicant hereby further agrees to indemnify and hold Bank Related Parties harmless from and against all Damages arising out of transmissions, including delay or loss in transit of any message(s), letter(s) or Document(s), or for delay, mutilation or from insufficient or incorrect particulars being transmitted, or other error(s) arising in the transmission or delivery of any electronic communication or any telecommunication, including transmission by internet, cable, electronic mail, wireless or otherwise, and any communication.

The Applicant agrees to pay the amounts described in this Subsection (c) to the applicable Bank Related Party in immediately available and freely transferable funds immediately on demand by such Bank Related Party. In no event will any Bank Related Party be responsible for indirect, consequential or special damages.

- d. **No Set-Off or Counterclaim; Taxes.** All payments under this Agreement shall be made to BMO without withholding, deduction or set-off and free and clear of the effects of any required withholding or similar tax. The Applicant acknowledges that BMO's obligations to pay or fulfil any obligation under the instrument are not subject to claims or defences by the Applicant resulting from its relationship with other parties or otherwise.
- e. **Applicable Currency.** All payments made under this Agreement shall be made in Canadian dollars (in respect of an instrument denominated in Canadian dollars) or the Canadian dollar equivalent of any foreign currency (with respect to an instrument denominated in such foreign currency) at BMO's prevailing selling rate for the applicable foreign currency, as determined by BMO and notified to the Applicant. In the event of any payment in any foreign currency, the Applicant shall remain liable to BMO for any deficiency which may result if the actual cost to BMO of settlement of the amount owing under the instrument proves to be in excess of the amount so paid by the Applicant, and the Applicant shall be entitled to a refund, without interest, of any excess payment made by the Applicant.
- f. **Overdue Amounts.** Any amounts not paid when due hereunder shall bear interest at such lawful rates as BMO may in its discretion determine, payable on demand.
- g. **Specified Parties.** If the Applicant requests BMO to issue the instrument in support of, on behalf of, for the benefit of, or in the name of a third party (the "Specified Party") and BMO agrees, in its sole discretion, to do so, the Applicant confirms that: (i) it is authorized to act and deliver instructions on behalf of the Specified Party for all matters relating to the instrument, including without limitation, all matters relating to the application, processing, renewal and amendment of the instrument or waiver of any discrepancies; (ii) BMO is entitled to deal solely with the Applicant for all such matters; and (iii) the Applicant will be fully responsible for and liable to BMO for all actions and omissions in relation to the instrument, and such liability will not be affected by any dispute between the Applicant and the Specified Party. The Applicant further agrees that BMO has no obligation to inquire into or verify the authority of the Applicant to act and deliver instructions on behalf of the Specified Party or to report to the Specified Party on the Applicant's actions or any other matters relating to the instrument. For greater certainty, the Applicant will be fully responsible and liable to BMO for all of its reimbursement and indemnity obligations hereunder, notwithstanding that the Applicant has requested the instrument to be issued in support of, on behalf of, for the benefit of or in the name of the Specified Party.

4. **Limitations of Liability; Honor of Payments; Exclusions.**

- a. **Documents Generally.** None of the Bank Related Parties or their respective correspondents or agents assumes any liability or responsibility for the form, sufficiency, accuracy, genuineness, falsification or legal effect of any Document(s), or for the general or particular conditions stipulated in the Document(s) or superimposed thereon; nor do they assume any liability or responsibility for the description, quantity, weight, quality, condition, packing, delivery, value or existence of the Goods or services represented by any Document(s), or for the good faith or acts or omissions, solvency, performance or standing of the beneficiary, or any other person whomever; nor shall any Bank Related Party assume any liability or responsibility for any error, neglect or default of any Bank

GENERAL TERMS

9. **Assignment.** The Applicant is not entitled to assign any of its rights or obligations under this Agreement.
10. **Waivers of Rights.** No term or provision of this Agreement is deemed waived and no breach excused, unless the waiver or consent is in writing and signed by the party claiming to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, does not constitute consent to, waiver of, or excuse for, any other different or subsequent breach.
11. **Governing Law; Submission to Jurisdiction.**
- This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
 - The Applicant hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of Ontario in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment, and each of the Applicant and BMO hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in Ontario. Each of the Applicant and BMO agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that BMO may otherwise have to bring any action or proceeding relating to this Agreement against the Applicant or its properties in the courts of any jurisdiction.
 - The Applicant hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any Ontario court. Each of the Applicant and BMO hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
12. **Severability.** Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The Applicant and BMO shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provision with a valid provision the economic effect of which is as close as possible to that of the invalid, illegal or unenforceable provision.
13. **Non-Limitation of Rights.** This Agreement shall not be construed as limiting any rights of BMO which may be set out in any other agreement (whether oral or written) between BMO and the Applicant, including, without limitation, any other agreement made in respect of the instrument or any credit facility. The rights and powers conferred hereby are in addition to and without prejudice to any other rights which BMO may now have or hereafter acquire from the Applicant or others.
14. **Additional Security.** The Applicant further agrees to furnish any security or any additional security which may from time to time be required by BMO.
15. **Amendments.** This Agreement will not be amended, modified or supplemented except in writing duly executed by the duly authorized representatives of the Applicant and BMO.
16. **Interpretation.** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement. References in this Agreement to sections are to the sections of this Agreement. Unless otherwise specified, words importing the singular include the plural and vice versa.
17. **Binding on Successors and Assigns.** This Agreement shall be binding upon each of the Applicant and BMO and their respective successors and permitted assigns and enure to the benefit of BMO and its successors and assigns.
18. **Judgment Currency.** The obligation of the Applicant hereunder to make payments in a currency other than Canadian dollars ("Other Currency") shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into Canadian dollars except to the extent that such tender or recovery shall result in the effective receipt by BMO of the full amount of the Other Currency so payable hereunder. Accordingly, the obligation of the Applicant shall be enforceable as an alternative or additional cause of action for the purposes of recovery in Canadian dollars of the amount (if any) by which such effective receipt shall fall short of the full amount of Other Currency so payable hereunder, and shall not be affected by any judgment being obtained for any other sums due hereunder.
19. **Further Assurances.** The Applicant agrees to execute such further documents and to perform, or cause to be performed, such further and other acts as may be necessary or desirable to give full effect to this Agreement.
20. **Additional Applicants.** If this Application and Agreement is executed by two or more parties under the heading "Applicant", the term "Applicant" shall be read to include all such parties and each Applicant agrees that it is jointly and severally and, under Quebec law, solidarily, which means both individually and together, liable and responsible for all obligations of the Applicant hereto.
21. **Counterparts; Electronic Transmissions.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile or electronic mail and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.
22. **Set-off.** In addition to, and not in limitation of, any rights now or hereafter granted to BMO under applicable law or any other agreement between the Applicant and BMO, upon any obligations of the Applicant to BMO under this Agreement becoming due and payable (whether by way of demand or otherwise, collectively, the "Set-off Obligations"), BMO may, at any time without notice to the Applicant or any other person, the right to receive any notice being expressly waived by the Applicant, set-off and compensate and apply any deposits, general or special, time or demand, provisional or final, matured or unmatured, and any other indebtedness at any time owing by BMO to or for the credit of or the account of the Applicant, against and on account of the Set-off Obligations, even if any such Set-off Obligations are contingent or unmatured.

23. **Use of Personal Information.** The Applicant consents to: (a) BMO processing any of its personal information, as defined in the *Personal Information Protection and Electronic Documents Act (Canada)* ("Personal Information"); (b) BMO transmitting Personal Information to Bank Related Parties and others, including in locations outside of Canada, for processing.

The Applicant also consents to BMO and any Bank Related Party processing and using its information and Personal Information for the following purposes: (a) issuing the Instrument and any related services; (b) servicing the Applicant's relationships with BMO and any Bank Related Party; (c) satisfying customer due diligence requirements and other anti-money laundering / counter-terrorist financing screening in Canada and other jurisdictions in which BMO and any Bank Related Party operates, (d) financial risk assessment, compliance and regulatory reporting and fraud prevention; (e) helping BMO and any Bank Related Party to identify products and services which may interest the Applicant (unless otherwise indicated by the Applicant); and (f) aggregation and analysis of client business metrics to understand and develop BMO's and any Bank Related Party's businesses, including new and innovative products and services offered in the future.

BMO's full Privacy Code can be found at bmo.com/privacy

If any Personal Information belongs to the Applicant's employees, clients, customers or other individuals other than the Applicant, the Applicant, by providing BMO and any Bank Related Party with such Personal Information: (a) gives such consent and acceptance on behalf of such persons; (b) warrants and represents to BMO and any Bank Related Party that such persons have given the Applicant the power to give such consent and acceptance on their behalf; and (c) agrees to indemnify BMO and any Bank Related Party fully against any damage, loss, cost or liability (including legal fees and the cost of enforcing the indemnity) arising out of breach by the Applicant of this warranty and representation.

24. **Communication.** The Applicant agrees that information and instructions regarding the Instrument may be communicated between the Applicant and BMO by means of any telecommunication or electronic transmission method including, without limitation, electronic mail, including any attachments thereto, and by facsimile transmission (each a "Communication"). The Applicant agrees to monitor and supervise the Applicant's employees, agents, representatives or other persons purporting to act on the Applicant's behalf ("Representatives") and to comply with operating procedures and requirements BMO may require in connection with any Communication, including, but not limited to, procedures regarding encryption and transmission ("Procedures"). BMO will inform the Applicant of such Procedures as necessary and may amend or supplement the Procedures from time to time.

The Applicant represents and warrants that each Representative is authorized to exercise all rights, powers and authorities in connection with the Instrument, including to incur liabilities and obligations and otherwise conduct and transact any business on the Applicant's behalf.

Any Communication BMO receives which purports to be from the Applicant, including its Representatives, in the absence of BMO's gross negligence or willful misconduct, will be binding on the Applicant and will constitute the Applicant's valid instruction to BMO whether or not authorized by or originated by the Applicant and whether or not accurately communicated or received, without the need for further verification by BMO.

BMO may decline or delay acting on any Communication for any reason in its sole discretion, including, without limitation, if the instructions in any Communication are incomplete, ambiguous or cannot be carried out due to insufficient funds or otherwise; if Procedures are not complied with; if BMO doubts the authenticity of any Communication or the lawfulness of any instruction given in any Communication; or if the Communication has not been received by BMO. As such, BMO makes no representation that the Communication will be acted upon.

BMO will not be liable to the Applicant or any third parties for Damages arising directly or indirectly from: (i) the monitoring, interception, rerouting, copying or usage of any Communication by unintended parties; (ii) BMO's potential delay or inaction regarding any Communication; (iii) fraud of Representatives; (iv) the Applicant's failure to comply with Procedures; (v) data or transmission errors; (vi) any system, telecommunication, computer hardware or software failure, malfunction or delay; or (v) causes beyond BMO's control.

25. **French Language Clause.** The parties have required that this Agreement and all documents relating thereto be drawn up and executed in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachant soient rédigés et signés en anglais.

Name of Applicant:

Per: 
Print Name & Title

Jodi Nigh, Financial Manager

Per: 
Print Name & Title

Alysia Bell, Office Assisant

I/We have authority to bind the entity.

Date: 7/4/2018

This is **Exhibit "L"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'notary', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with GENESUS INC. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of ~~—SIX HUNDRED THOUSAND—~~Dollars \$600,000.00 plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of MANITOBA and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause applies to the Province of Quebec only

DATED as of FEBRUARY 23, 2011.

CAN-AM GENETICS INC.
(Name of Entity)

By: [Signature]
Name: ANDY CRAMER
Title: General Mgr
By: [Signature]
Name: SOPI NIBET
Title: COMPTROLLER

® Registered trade-marks of Bank of Montreal

This is **Exhibit “M”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'Raeel', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **GENESUS INC.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **one million, one hundred thousand and 00/100 Dollars (\$1,100,000.00)** plus interest thereon at a rate of **3.00** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Manitoba and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause
applies to
the Province
of Québec
only

Dated this 9th day of April, 2018.

CAN-AM GENETICS INC.

By: _____
Name: Ludger Lambert
Title: _____

By: _____
Name: Jodunig
Title: _____

® Registered trade-marks of Bank of Montreal

This is **Exhibit “N”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with GENESUS INC. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Two million one hundred thousand and 00/100 Dollars (\$2,100,000.00)** plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Manitoba and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).


IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause applies to the Province of Québec only

Dated this 5th day of February, 2019.

CAN-AM GENETICS INC.

By: 
Name: Logan Lambert
Title: Authorized Signatory

By: 
Name: David Nigh
Title: Authorized Signatory

® Registered trade-marks of Bank of Montreal

This is **Exhibit “O”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. Loal', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **GENESUS INC.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of UNLIMITED Dollars \$UNLIMITED plus interest thereon at a rate of 5.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Manitoba and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause applies to the Province of Québec only

Dated this 19 day of October, 2021.

CAN-AM GENETICS INC.

By: 

Name: James Long

Title: Authorized Signatory

® Registered trade-marks of Bank of Montreal

This is **Exhibit “P”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. A. ...', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with GENESUS INC. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of ~~---SIX HUNDRED THOUSAND---~~ Dollars \$600,000.00 plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of MANITOBA and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause applies to the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of February 23, 2011.

GENESUS GENETICS, INC.
(Name of Entity)

By: _____
Name: BRAD CRAMER
Title: General Mgr.
By: _____
Name: DDA NICH
Title: COMPTROLLER

® Registered trade-marks of Bank of Montreal

This is **Exhibit “Q”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. Lael', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **GENESUS INC.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **one million, one hundred thousand and 00/100 Dollars (\$1,100,000.00)** plus interest thereon at a rate of **3.00** per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Manitoba and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause
applies to
the Province
of Québec
only

Dated this 9th day of April, 2018

GENESUS GENETICS, INC.

By: _____
Name: Edgar Lambert
Title: _____

By: _____
Name: Jodie Wyl
Title: _____

® Registered trade-marks of Bank of Montreal

This is **Exhibit "R"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with GENESUS INC. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **Two million one hundred thousand and 00/100 Dollars (\$2,100,000.00)** plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Manitoba and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).


IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause applies to the Province of Québec only

Dated this 5th day of February, 2019.

GENESUS GENETICS, INC.

By: 
Name: LOGAN LAMBERT
Title: Authorized Signatory

By: 
Name: JOSI NIGH
Title: Authorized Signatory

® Registered trade-marks of Bank of Montreal

This is **Exhibit "S"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'Mead', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with **GENESUS INC.** (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of Four million one hundred thousand—00/100 Dollars \$4,100,000.00 plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Manitoba and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

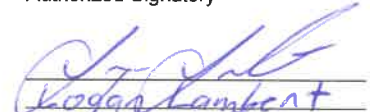
This clause
applies to
the Province
of Québec
only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Dated this 22 day of March, 2019

Genesis Genetics Inc.

By: 
Name: Jodie Wigh
Title: Authorized Signatory

By: 
Name: Logan Lambert
Title: Authorized Signatory

® Registered trade-marks of Bank of Montreal

This is **Exhibit "T"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. Lael', is written above a horizontal line.

A Notary Public in and for the Province of Manitoba

PAYMENT GUARANTY AGREEMENT

THIS PAYMENT GUARANTY AGREEMENT is made by **Genesis Genetics, Inc.**, a South Dakota corporation ("**Guarantor**") for the benefit of **Bank of Montreal ("**Bank**")**, with an address of 1700 - 201 Portage Avenue, Winnipeg, MB R3B 3K6.

1. **Guaranty.** For value received and to induce Bank to extend or continue credit or other financial accommodations now or in the future to **Genesis Inc. ("**Borrower**")**, Guarantor absolutely and unconditionally guarantees to Bank, jointly and severally with any other guarantors, the full and punctual payment when due (whether at stated maturity, upon acceleration or otherwise) of the principal of and interest on all loans made by Bank to Borrower and all other amounts related to the loans which are payable by Borrower, including attorneys' fees and collection costs and any accrued and unpaid Swap Obligations, other than Excluded Swap Obligations (all of the foregoing being referred to collectively as the "**Obligations**"). Upon the failure by Borrower to timely pay any amount or perform any Obligation, subject to any applicable grace or notice and cure period, Guarantor will on demand pay such amount in cash or perform such Obligation at the place and in the manner specified in the promissory note or the relevant other document, as the case may be.

2. **Continuing Guaranty.** This Guaranty is an absolute, unconditional, complete, and continuing guaranty of payment of the Obligations. The Obligations of Guarantor hereunder will not be released by any action which might, but for this provision of this Guaranty, be deemed a legal or equitable discharge of a surety or guarantor, other than irrevocable payment and performance in full of the Obligations. No notice of the Obligations or of any renewal or extension thereof need be given to Guarantor. Guarantor waives (a) demand of payment, presentment, protest, notice of dishonor, nonpayment, or nonperformance of any and all of the Obligations; (b) notice of acceptance of this Guaranty and notice of any liability to which it may apply; (c) all other notices and demands of any kind and description relating to the Obligations now or hereafter provided for by any agreement, statute, law, rule or regulation; and (d) all defenses of Borrower pertaining to the Obligations except for the defense of discharge by payment. The Obligations constitute the direct and primary obligations of Guarantor and the obligations of Guarantor hereunder are irrevocable. Guarantor will be liable for any deficiency remaining after foreclosure of any mortgage, whether or not the liability of Borrower or any other person for such deficiency is discharged pursuant to statute, judicial decision or otherwise. The acceptance of this Guaranty by Bank is not intended to and does not release any previously existing liability of any guarantor or surety of any indebtedness of Borrower to Bank. Time is of the essence with respect to Guarantor's obligations under this Guaranty.

3. **Other Transactions.** Bank is authorized (a) to exchange, surrender, or release, with or without consideration, any collateral and security which may be placed with it by Borrower or by any other person, or to deliver any such collateral and security directly to Borrower for collection and remittance or for credit, or to collect the same in any manner without notice to Guarantor; and (b) to amend, extend or supplement the Loan Documents, to waive compliance by Borrower or any other person with the terms thereof and to settle or compromise any of the Obligations without notice to Guarantor and without affecting the liabilities of Guarantor. No invalidity, irregularity, or unenforceability of all or any part of the Obligations or

of any security therefor or other recourse with respect thereto will affect, impair or be a defense to this Guaranty. The liabilities of Guarantor will not be affected by any failure, delay, neglect or omission on the part of Bank to realize upon any of the obligations of Borrower to Bank, or upon any collateral or security for any of the Obligations, nor by the taking by Bank of (or the failure to take) any other guaranty or guaranties to secure the Obligations, nor by the taking by Bank of (or the failure to take or the failure to perfect its security interest in or other lien on) collateral or security of any kind. No act or omission of Bank, whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of, Guarantor, affects or impairs the obligations of Guarantor hereunder. This Guaranty will continue in full force and effect, both as to the Obligations now existing and/or hereafter created, notwithstanding the release of or extension of time to any other guarantor of the Obligations or any part thereof.

4. **Actions Not Required.** Guarantor waives any and all right to cause a marshaling of the assets of Borrower or any other action by any court or other governmental body with respect thereto or to cause Bank to proceed against any security for the Obligations or any other recourse which Bank may have and waives any requirements that Bank institute any action or proceeding at law or in equity, or obtain any judgment against Borrower, or with respect to any collateral security for the Obligations, as a condition precedent to making demand on, or bringing an action or obtaining and/or enforcing a judgment against, Guarantor upon this Guaranty.

5. **Application of Payments.** Any and all payments made by Guarantor or by any other person, and/or the proceeds of any or all collateral or security for any of the Obligations, may be applied by Bank on such items of the Obligations as Bank may elect.

6. **Recovery of Payment.** If any payment received by Bank and applied to the Obligations is subsequently set aside, recovered, rescinded, or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency, or reorganization of Borrower or any other obligor), the Obligations to which such payment was applied will for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty will be enforceable as to such Obligations as fully as if such application had never been made.

7. **Borrower's Financial Condition.** Guarantor is familiar with the financial condition of Borrower and has signed and delivered this Guaranty based on its own investigation and judgment and not in reliance upon any statement or representation of Bank. Bank does not have an obligation to provide Guarantor with any advice whatsoever or to inform Guarantor at any time of Bank's actions, evaluations, or conclusions on the financial condition or any other matter concerning Borrower.

8. **Guarantor's Financial Condition.** While this Guaranty is in effect, Guarantor will provide to Bank from time to time upon request any information regarding Guarantor's financial condition which Bank reasonably requests, including but not limited to, financial statements and tax returns. Bank may also from time to time obtain from third party vendors credit reports and other information concerning Guarantor's credit history.

9. **Remedies.** All remedies afforded to Bank by this Guaranty are separate and cumulative and no one of such remedies whether or not exercised by Bank, will limit any of the other remedies available to Bank and will in no way limit or prejudice any other remedy which Bank may have. Mere delay or failure to act will not preclude the exercise or enforcement of any rights and remedies available to Bank. If any remedy or right is found to be unenforceable, such unenforceability will not limit or prevent enforcement of any other remedy or right.
10. **Bankruptcy of Borrower.** The liabilities and obligations of Guarantor under this Guaranty will not be impaired or affected by the institution by or against Borrower or any other person of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of debtors. Any discharge of any of the Obligations pursuant to any such bankruptcy or similar law or other law will not diminish, discharge or otherwise affect in any way the obligations of Guarantor under this Guaranty, and upon the institution of any of the above actions, such obligations will be immediately enforceable against Guarantor.
11. **Costs and Expenses.** Guarantor agrees to pay or reimburse Bank on demand for all out-of-pocket expenses (including in each case reasonable fees and expenses of counsel) incurred by Bank arising out of or in connection with (a) the enforcement of any loan documents against Borrower; (b) the enforcement of this Guaranty against Guarantor; or (c) in connection with any failure of Guarantor to fully and timely perform the obligations of Guarantor hereunder.
12. **Waivers and Amendments.** This Guaranty can be waived, modified, amended, terminated, or discharged only explicitly in a writing signed by Bank. A signed waiver will be effective only in the specific instance and for the specific purpose given.
13. **Guarantor Acknowledgments.** Guarantor acknowledges (a) Guarantor has been advised by counsel in the negotiation, execution and delivery of this Guaranty, (b) Bank has no fiduciary relationship to Guarantor, the relationship being solely that of debtor and creditor, and (c) no joint venture exists between Guarantor and Bank.
14. **Financial Statements and Tax Returns.** Guarantor's financial statements and tax returns, as furnished to Bank, are true and correct. Guarantor has no material obligation, liability, or asset not disclosed in the financial statements, and there has been no material adverse change in the condition of Guarantor since the date of the most recent financial statement.
15. **Litigation.** There are no actions, suits or proceedings pending or, to the knowledge of Guarantor, threatened against or affecting Guarantor which, if determined adversely to Guarantor, would have a material adverse effect on the condition of Guarantor or on its ability to perform its obligations under this Guaranty.
16. **Taxes.** Guarantor has filed all federal, state, and local tax returns required to be filed and has paid or made provision for the payment of all taxes due and payable pursuant to such returns and pursuant to any assessments made against any of its property (other than taxes, fees or charges the amount or validity of which is currently being contested in good faith by appropriate proceedings).

17. **Other Agreements.** Guarantor is not, and will not by signing and delivering this Guaranty, be in default of any obligations under any other agreements or instruments to which it is a party.

18. **Subordination.** Any indebtedness of Borrower to Guarantor now or hereafter existing is subordinated to the loans owed by Borrower to Bank. Guarantor agrees that, until all Obligations have been indefeasibly paid in full, Guarantor will not seek, accept, or retain for its own account, any payment from Borrower on account of such subordinated debt. Any such payments received by Guarantor will be held in trust for Bank and paid over to Bank on account of the loans without reducing, impairing or releasing the obligations of Guarantor hereunder.

19. **Swap Eligibility.** Guarantor represents that as of the date of this Guaranty, and is deemed to represent on each day that Borrower enters into a swap, that Guarantor is an "eligible contract participant" as defined in the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

20. **Keepwell.** Each Qualified ECP Guarantor jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Guarantor to honor all of its obligations under this Guaranty in respect of all Swap Obligations (provided, however, that each Qualified ECP Guarantor will only be liable under this Section for the maximum amount of such liability that can be incurred without rendering its obligations under this Section, or otherwise under this Guaranty, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section will remain in full force and effect until payment in full or discharge of the Obligations. Each Qualified ECP Guarantor intends that this Section constitute, and this Section will be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

Notwithstanding anything herein to the contrary, if Guarantor makes a written representation to Bank in connection with a Guaranty, a swap, or any master agreement governing a swap to the effect that Guarantor is or will be an "eligible contract participant" as defined in the Commodity Exchange Act on the date the Guaranty becomes effective with respect to such swap (this date will be the date of the execution of the swap if the corresponding Guaranty is then in effect, and otherwise it will be the date of execution and delivery of such Guaranty unless the Guaranty specifies a subsequent effective date), and such representation proves to have been incorrect when made or deemed to have been made, Bank reserves all of its contractual and other rights and remedies, at law or in equity, including (to the extent permitted by applicable law) the right to claim, and pursue a separate cause of action, for damages as a result of such misrepresentation, provided that such Guarantor's liability for such damages will not exceed the amount of the Excluded Swap Obligations with respect to such swap.

"Excluded Swap Obligations" means with respect to Guarantor, any Swap Obligation if, and only to the extent that, all or a portion of the Guaranty of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof), including by

virtue of Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guaranty or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion will apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or security interest is or becomes illegal.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding \$10,000,000 at the time the relevant Guaranty or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Swap Obligations" means all obligations and liabilities of Borrower to Bank or an affiliate of Bank under any Bank-provided Swap Transaction.

"Swap Transaction" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, fixed-price physical delivery contracts, whether or not exchange traded, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, including any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement or any other master agreement, including any such obligations or liabilities under any such master agreement.

21. **General.** All representations and warranties contained in this Guaranty, or in any other agreement between Guarantor and Bank, will survive the execution, delivery, and performance of this Guaranty and the creation, payment, and performance of the Obligations.


22. **Successors and Assigns.** This Guaranty will (a) remain in full force and effect until irrevocable payment and performance in full of the Obligations, and the expiration of the obligation, if any, of Bank to extend credit accommodations to Borrower, (b) be binding upon Guarantor and its successors, and (c) inure to the benefit of, and be enforceable by, Bank and its successors, transferees and assigns.

23. **Governing Law.** This Guaranty is governed by the laws of the State of South Dakota.

Dated October 19, 2021.

GUARANTOR:

GENESUS GENETICS, INC.

A handwritten signature in black ink, appearing to read 'J Long', written over the printed name 'James Long'.

By: James Long
Its: President

Address: 101 2nd Street, Oakville, MB R0H 0Y0

This is **Exhibit "U"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. Keal', is written above a horizontal line.

A Notary Public in and for the Province of Manitoba

SECURITY AGREEMENT

To Bank of Montreal:

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with the Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as a general and continuing security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank, including future advances or other value to the Debtor by the Bank whether or not such future advances or value are given pursuant to a commitment, and for any present and future indebtedness of any person, firm or corporation whose indebtedness to the Bank is guaranteed at any time by the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations").

List all premises and asset locations, by schedule, if necessary.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Manitoba:
Box 278, 101 2nd Street
Oakville, Manitoba R0H 0Y0

Attach a schedule, if equipment is to be listed.

2. The Debtor hereby

(a) grants, bargains, assigns, transfers, sets over, mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment, including without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the Debtor has an interest and any equipment specifically listed or otherwise described in any Schedule hereto, (all of which is hereinafter collectively called the "Equipment"); and

(b) grants, bargains, assigns, transfers, sets over, mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service (all of which is hereinafter collectively called the "Inventory"); and

(c) assigns, transfers and sets over to the Bank, and grants to the Bank a security interest in, all its present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the Debtor (all of which is hereinafter collectively called the "Receivables"); and

(d) assigns, transfers and sets over to the Bank, and grants to the Bank a security interest in, all its present and future intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature, including without limitation client lists, client records and client files, now or hereafter owned or acquired or re-acquired by the Debtor or in which the Debtor has an interest (all of which is hereinafter collectively call the "Intangibles"); and

(e) grants, bargains, assigns, transfers, sets over, mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to in this clause 2, and includes payment representing indemnity or compensation for loss or damage to the personal property referred to in this clause 2 (all of which is hereinafter collectively called the "Proceeds"); and

(f) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, movable or immovable, of whatsoever nature and kind, both present and future, other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and the exceptions hereinafter contained, (all of which is hereinafter collectively call the "Undertaking").

For the purposes of this Security Agreement, the Equipment, Inventory, Receivables, intangibles, Proceeds, Undertaking and other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral".

3. The Collateral now situate in the Province of Manitoba is on the date hereof primarily situated or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places in Manitoba while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place in Manitoba when on lease or consignment to any lessee or consignee from the Debtor.

The Debtor covenants with the Bank not to remove the Collateral or any part thereof from the locations set out in clause 1 hereof, except as allowed for in the preceding paragraph and for sales in the ordinary course of business, without the prior written consent of the Bank.

4. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral in the ordinary course of business or otherwise; and if the amounts of any of the Receivables or Intangibles referred to in sub-clauses (c) or (d) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank; provided however that the property and assets assigned or subjected to a mortgage, charge or security interest by sub-clauses (b) and (e) of clause 2 above may be sold or disposed of in the ordinary course of business, and for the purpose of carrying on the same, for value received and then only upon the express condition that on or before delivery to a third party the Debtor shall secure full settlement of the entire purchase price for the Collateral so sold in cash, notes, chattel paper and other property.

5. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be expected out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as any purchaser of such term of years shall direct.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, financing statements, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the Collateral hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement. The Debtor hereby grants to the Bank the right to perfect by possession, repossession or seizure the security interests granted hereunder in any part of the Collateral.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor covenants with the Bank to maintain accurate books and records of the Collateral and the Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of Inventory and Equipment and lists of Receivables showing the letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor hereby undertakes to:

(a) Promptly pay the Obligations as they become due or are demanded;

(b) Maintain the Collateral in good condition and repair and to provide adequate storage facilities to protect the Collateral and not to permit the value of the Collateral to be impaired;

(c) Not, without the consent in writing of the Bank, create any liens upon, or assign or transfer as security or pledge or hypothecate as security or create a Security interest in or in any way encumber the Collateral or any part thereof ranking or purporting to rank in priority to or pari passu with the security interest, mortgage, hypothec, charge, lien or encumbrance created by this Security Agreement, save that the Debtor may create a purchase money security interest in Collateral hereafter acquired but only if such interest is perfected and notification thereof is given to the Bank pursuant to the provisions of The Personal Property Security Act of Manitoba;

(d) Defend the title to the Collateral against all persons, firms or bodies corporate claiming any interest in the Collateral or any part thereof;

(e) Pay all taxes, assessments, and levies or charges from any source which may be assessed against the Collateral or any part thereof or which may result in a lien against the Collateral or any part thereof and shall insure the Collateral for loss or destruction by fire, wind, storm, and such other perils stipulated by the Bank in an amount not less than the full insurable value of the Collateral or the amount from time to time hereby secured, which is the lesser, with appropriate endorsement to secure the Bank as its Interest shall appear. In the event the Debtor shall fail to provide adequate insurance when required to do so or to pay any of the said taxes, assessments, levies or charges the Bank may, without notice, at its option, but without any obligation or liability so to do, procure insurance and pay taxes or other charges and add said sums to the balance of the Obligations hereby secured or claim from the Debtor immediate reimbursement of such sums;

(f) Furnish such financial and operating statements of the Debtor to the Bank as may be requested by the Bank;

(g) Duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;

(h) Give immediate notice to the Bank in the event of a change of the corporate or trade name of the Debtor or any proprietor or partner thereof.

10. The Debtor represents and warrants that:

(a) At the time the Debtor pledges, sells, assigns or transfers to the Bank any instrument, document of title, security, chattel paper or other property, or any interest therein, the Debtor shall be the lawful owner thereof and shall have good right to pledge, sell, assign or transfer the same, none of such property shall have been pledged, sold, assigned or transferred to any person other than the Bank, or in any way encumbered, and the Debtor shall defend the same against all claims and demands of all persons;

(b) If the Debtor is a corporation, it is a corporation duly organized and existing under the laws of Manitoba and is duly qualified and in good standing in every province or territory where it is doing business;

(c) If the Debtor is a corporation, the execution, delivery and performance hereof are within the Debtor's corporate powers, have been duly authorized, are not in contravention of any law or the terms of the Debtor's Charter, By-Laws or other Incorporation document, or of any indenture, agreements or undertakings to which the Debtor is a party or by which it is bound.

11. The Debtor shall be in default under this Security Agreement upon the occurrence of any one to the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not;

(c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;

(e) the Debtor shall cease to carry on business or threaten to cease to carry on business;

(f) the Bank believes, in good faith, that the prospect of payment or performance by the Debtor is impaired or that the Collateral or any part thereof is in danger of being lost, damaged or confiscated.

12. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and the Bank may demand the Debtor to gather the Collateral in a named location or locations and the Bank may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor or the Collateral. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, subject to Part 6 of the Manitoba Personal Property Security Act, the Bank may enter upon and lease or sell the whole or any part or parts of the Collateral and any such sale may be made hereunder by public auction, by public tender or by private contract, with or without notice and with or without advertising and without any other formality, all of which are hereby waived by the Debtor, and such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reverse bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

13. The Debtor hereby covenants, promises and agrees to and with the Bank that in case the sum of money realized upon any disposition of the Collateral referred to herein shall not be sufficient to pay the whole of the Obligations due at the time of such disposition, the Debtor shall and will forthwith pay or cause to be paid to the Bank an amount equal to the deficiency between the Obligations and the sum of money realized upon the said disposition of the Collateral provided for herein.

14. Notwithstanding any other section or provision of this Security Agreement, the Bank may collect, realize, sell or otherwise deal with Receivables or any part thereof in such manner, upon such terms and conditions and at such time or times, whether before or after default, as may seem to it advisable, and without notice to the Debtor (except in the case of a sale and then subject to provisions of Part 6 of the Personal Property Security Act of Manitoba). The Bank shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Receivables or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the same or for the purpose of preserving a right of the Bank, the Debtor or any other person, firm or corporation in respect of the same. All monies collected or received by the Debtor in respect of the Receivables shall be received as trustee for the Bank and shall be forthwith paid over to the Bank. All monies collected or received by the Bank in respect of the Receivables or other Collateral may be applied on account of such parts of the indebtedness and liability of the Debtor as to the Bank seems best or in the discretion of the Bank may be realized to the Debtor, all without prejudice to the liability of the Debtor or the Bank's right to hold and realize the security.

15. Any and all payments made in respect of the Obligations from time to time and money realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

16. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in preparation, perfection and enforcement of this Security Agreement and the payment of such expenses shall be secured hereby.

17. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

18. The Debtor warrants and acknowledges that value has been given and that the Debtor has rights in the Collateral and that the Debtor and the Bank have not agreed to postpone the time of attachment of the security interest granted in this Security Agreement.

19. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank.

20. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any of the Obligations of the Debtor to the Bank.

21. The Bank shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payments of the same or for the purpose of preserving any rights of the Bank, the Debtor or any other person, firm or body corporate in respect of same.

22. The Bank or any assignee of this Security Agreement may, without further notice to the Debtor, at any time assign this Security Agreement and the security interest evidenced thereby. The Debtor expressly agrees that, with respect to such an assignment, re-assignment or transfer of this Security Agreement, the assignee or transferee shall have all of the Bank's rights and remedies under this Security Agreement and the Debtor will not assert as a defense, counterclaim, set-off, cross-complaint, or otherwise any claim, known or unknown, which he now has or hereafter acquires against the Bank in any action commenced by an assignee or transferee of this Security Agreement and will pay the Obligations, secured hereby to the assignee or transferee at its place of business as said Obligations become due.

23. The Debtor hereby acknowledges receiving a copy of this Security Agreement.

24. The Debtor hereby waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

25. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

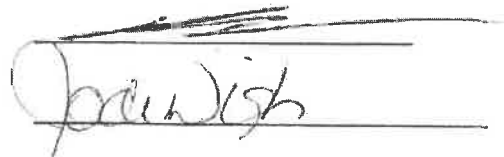
26. In construing this Security Agreement, terms herein shall have the same meaning as defined in The Personal Property Security Act, unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations, or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

Insert date of execution

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 23 day of February, 2011 (year).

To be signed by Debtor; if Debtor is a corporation ensure signatures are authorized and if the corporation has a corporate seal, affix corporate seal; Debtors name should be typed.

Genesis Genetics, Inc.



This is **Exhibit "V"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba



**EDC GUARANTEE
Approval**

EFFECTIVE DATE: April 9, 2019

Reference No. 880-70486

Bank of Montreal
335 Main Street
Winnipeg MB R3C 1C2
Canada

Attention: Adam Kalechyn
Fax: 204-985-2973

This Approval is issued in Ottawa, Ontario, by Export Development Canada ("EDC") to Bank of Montreal (the "Institution"), with offices located in Winnipeg, MB, Canada in response to the Institution's request and it cancels, replaces and supersedes any Approvals specified in the Special Conditions below.

If the Institution has its headquarters in the province of Québec, Chapter XIII of the Civil Code of Québec applies to this Guarantee and all references to "Guarantee", "guarantor", "Guarantor" and "Guaranteed" in this Guarantee and any forms provided by EDC relating thereto, shall be replaced with "Suretyship", "surety", "Surety" and "Suretyship" respectively.

This Approval is subject to and incorporates the EDC Guarantee General Terms and Conditions Form No. 003.

THIS APPROVAL IS ISSUED WITH RESPECT TO THE FOLLOWING TRANSACTION(S) OF THE INSTITUTION:

- (a) Transaction(s):** A loan to the Obligor described as "Facility #2", in the principal amount of CAD 4,000,000, made under the Transaction Agreement
- (b) Transaction Agreement:** The credit agreement dated March 19, 2019
- (c) Obligor:** Genesus Inc., having offices located at 2nd Street, PO Box 278, Oakville, MB, Canada
- (d) Purpose:** The Transaction provides financing for certain working capital requirements of the Obligor.

SPECIFIC INFORMATION REGARDING THE GUARANTEE IS AS FOLLOWS:

- (e) Guarantee Expiry Date:** February 28, 2020, unless otherwise agreed by EDC
- (f) Maximum Liability:** CAD 2,000,000 (or the equivalent thereof in the currency of the Transaction, as determined by EDC) plus accrued and unpaid interest calculated at the Guaranteed Interest Rate for up to a maximum of one hundred and twenty (120) days of accrued and unpaid interest.
- (g) Set-up Fee:** CAD 5,000.00, payable within fifteen (15) Business Days of the date hereof.

(h) Guarantee Fee(s): The Institution will pay Guarantee Fee(s) in the amount and on the dates set forth below provided however that no such Guarantee Fee(s) shall be payable after (i) the occurrence of a Guaranteed Event, or (ii) any termination in accordance with Section 21.

Guarantee Fee Payment Dates	Amounts
April 30, 2019	CAD 20,100.00

(i) Guarantee Fee Rate: 1.5% per annum

(j) Guaranteed Percentage: 50%

(k) Guaranteed Event: A Payment Default

(l) Guaranteed Amount: Up to the lesser of (i) the Maximum Liability and (ii) the Guaranteed Percentage of the aggregate of: (x) the principal amount outstanding under the Transaction, excluding any principal amounts advanced after the Institution became aware of the occurrence of any Payment Default or any default under the Transaction Documentation other than a Payment Default, the consequence of which is a Material Adverse Effect, and (y) accrued and unpaid interest calculated at the Guaranteed Interest Rate on the amount in (x) up to a maximum of one hundred and twenty (120) days of accrued and unpaid interest.

(m) Guaranteed Interest Rate: (i) for amounts outstanding in Canadian Dollars: 0.5% less than the Prime Rate announced from time to time by the Institution or, if the Institution does not have a Prime Rate, 0.5% less than the average of the Prime Rates announced from time to time by any 3 of the following banks selected by EDC: Royal Bank of Canada, Bank of Montreal, Canadian Imperial Bank of Commerce, The Toronto-Dominion Bank, National Bank of Canada and The Bank of Nova Scotia, and (ii) for amounts outstanding in United States Dollars, Euro Dollars, Pounds Sterling or Australian Dollars: 1.0% less than the Base Rate announced from time to time by the Institution or, if the Institution does not have a Base Rate, 1.0% less than the average of the Base Rates announced from time to time by any 3 of the following banks selected by EDC: Royal Bank of Canada, Bank of Montreal, Canadian Imperial Bank of Commerce, The Toronto-Dominion Bank, National Bank of Canada and The Bank of Nova Scotia

(n) Primary Collateral: Any collateral specified in the Transaction Documentation and not otherwise specified in this paragraph, whose proceeds of realization are applied or designated for application exclusively to the Transaction or to the Transaction before application to other transactions and the following collateral: all present and after-acquired inventory and accounts receivable of the Obligor, Can-Am Genetics Inc. and Genesis Genetics Inc., all proceeds therefrom and all rights related thereto.

Distribution Method: Primary Distribution Method

(o) Other Collateral: Without limiting the definition of Primary Collateral, any collateral specified in the Transaction Documentation and in any other agreement between the Institution and the Obligor which does not constitute Primary Collateral, all proceeds therefrom and all rights related thereto.

Distribution Method: Other Distribution Method

(p) Primary Guarantees: Any guarantees, suretyships, indemnities, letters of credit or similar instruments forming part of the Transaction Documentation and not otherwise specified in this paragraph, the payments under which are applied or designated for application exclusively to the Transaction or to the Transaction before application to other transactions and the following guarantees and/or suretyships: of Can-Am Genetics Inc., and of Genesis Genetics Inc..

Distribution Method: The proceeds of the Primary Guarantees shall first be allocated proportionately to each of the Transaction, Facility #3, with the portion of the proceeds allocated to the Transaction then distributed in accordance with the Primary Distribution Method.

(q) Other Guarantees: Any guarantees, suretyships, indemnities, letters of credit or similar instruments forming part of the Transaction Documentation and in any other agreement between the Institution and the Obligor, which does not constitute Primary Guarantees.

Distribution Method: Other Distribution Method**(r) Special Distribution Method:**

Not applicable

(s) Address for Notices:

for the Institution:

Bank of Montreal
335 Main Street
Winnipeg, MB
Canada
R3C 1C2

Attention: Adam Kalechyn
Fax: 204-985-2973

for EDC:

Export Development Canada
150 Slater Street
Ottawa Ontario, K1A 1K3
Canada

Attention: Loans Services – International Financing
Guarantees
Phone: 613-598-2842
Fax: 613-598-2514
Or Email: IFG.loanservices@edc.ca

Cc:

Attention: Asset Management,
Fax: 613-598-3186
or Email: IFG.assetmanagement@edc.ca

(t) Forms: The applicable forms are available in the Canadian Financial Institutions section of EDC's website at www.edc.ca.

SPECIAL CONDITIONS:

Not Applicable

EXPORT DEVELOPMENT CANADA



Vincent Landry
Financing Manager
International Financing, Guarantees



Ryan Smith
Manager
International Financing, Guarantees

Date: April 5, 2019

Electronic signatures shall be deemed to constitute originals.



EDC GUARANTEE General Terms and Conditions

DEFINITIONS

- Definitions**
1. In this Guarantee, capitalized terms have the meanings ascribed to them below or in the Approval, unless otherwise indicated.
 - "**Approval**" means the approval issued by EDC that incorporates these General Terms and Conditions and sets out the details of this Guarantee, together with any Special Conditions that add to, or supersede any of these General Terms and Conditions.
 - "**Australian Dollars**" and "**AUD**" each mean the lawful currency of Australia.
 - "**Base Rate**" means a fluctuating annual reference rate of interest used for the determination of the interest rate to be charged to Canadian commercial customers of varying degrees of creditworthiness borrowing United States Dollars in Canada, as announced from time to time by a bank.
 - "**Business Day**" means any day excluding Saturday, Sunday and any other day on which banks are closed for business in Toronto or Montreal, Canada and with respect to amounts in United States Dollars, New York, New York, United States of America.
 - "**Canadian Dollars**" and "**CAD**" each mean the lawful currency of Canada.
 - "**Claim Expiry Date**" means the date falling one hundred and twenty (120) calendar days after the Guaranteed Event unless otherwise extended pursuant to Section 11.
 - "**Collateral**" means all Primary Collateral and all Other Collateral.
 - "**Declaration**" means a completed document executed by the Obligor and delivered to EDC.
 - "**Demand**" means a demand by the Institution for payment by EDC under this Guarantee.
 - "**Demand Details Form**" means a document executed by the Institution in the form provided by EDC.
 - "**Distribution Method**" means the Primary Distribution Method, the Other Distribution Method or any Special Distribution Method specified in the Approval.
 - "**EDC Acquired Rights**" means the rights under the Transaction Documentation that accrue to EDC upon payment by it under this Guarantee.
 - "**Effective Date**" means the date set forth on the first page of the Approval.
 - "**Enforcement Plan**" means the general proposed course of action with respect to the enforcement and preservation of rights under the Transaction Documentation other than the Institution Rights.
 - "**Euro Dollars**" and "**EUR**" each mean the lawful currency of the member states of the Economic and Monetary Union of the European Union.
 - "**First Prior Charge**" means the highest obtainable registered perfected or published security interest or hypothec in respect of the Collateral in the relevant jurisdiction by a secured creditor acting prudently in similar circumstances, together with all necessary subordination or cession of rank or other intercreditor agreements required to create a first prior security interest against all prior registered secured creditors.

"Guarantee" means these General Terms and Conditions together with the Approval and any annexes, schedules and amendments thereto.

"Indemnity" means a document which may be executed by EDC in the form provided by EDC.

"Institution Rights" means the rights, obligations and interests of the Institution under transactions other than the Transaction that may be part of the Transaction Documentation.

"Material" means:

- (i) when used to qualify a default, any default which indicates or results from a material adverse change in (1) the financial condition or business of the Obligor or any Third Party Guarantor, (2) the ability of the Obligor or any Third Party Guarantor to perform its obligations under the Transaction Documentation, or (3) the rights and remedies available to the Institution under the Transaction Documentation;
- (ii) when used to qualify the reporting as to the Enforcement Plan, any actions which are not technical or administrative in nature and include (1) the appointment of a receiver, receiver-manager, monitor or other similar professional, (2) the identification and valuation of the Collateral, including the identification of potential buyers for the Collateral, (3) the sale or lease of any Collateral, (4) the receipt and/or application of any Recovered Amounts, (5) the receipt or delivery by the Institution of any communication in respect of the EDC Acquired Rights, (6) the release, subordination or discharge of any Security, (7) any settlement with any creditor or with respect to any Collateral, or (8) the initiation or participation in any bankruptcy, insolvency, reorganization or similar proceedings.

"Material Adverse Effect" means an increase in the risk that EDC would be required to make a payment under this Guarantee and/or not be able to recover the amount claimed under this Guarantee from the Obligor, Third Party Guarantors or any other person under the Transaction Documentation or realize on the Collateral after payment under this Guarantee, provided that if EDC and the Institution disagree as to the occurrence of a Material Adverse Effect, such determination shall be settled by the courts referred to in Section 35.

"Non-Guaranteed Percentage" means the difference between 100% and the applicable Guaranteed Percentage.

"Notice of Demand" means a completed document executed by the Institution in the form provided by EDC.

"Notice of Intent to Enforce" means a completed document executed by the Institution in the form provided by EDC.

"Other Distribution Method" means a distribution of amounts in the following order after deduction therefrom of the related reasonable costs of acceleration and enforcement, if any and of any amounts required to be paid in respect of statutory liens, deemed trusts, garnishment rights or other unregistered priority claims:

- (i) first, to the Institution for all indebtedness of the Obligor to the Institution under the Transaction Documentation other than the indebtedness of the Obligor under the Transaction, subject to any limitations specified in the Approval;
- (ii) then, on a pari passu basis, to EDC the applicable Guaranteed Percentage of such amounts and to the Institution, the applicable Non-Guaranteed Percentage of such amounts until EDC has been paid in full in respect of the Guaranteed Amount; and
- (iii) thereafter, but subject to the rights of any other person legally entitled thereto, to the Institution for any other indebtedness owing by the Obligor to the Institution.

"Payment Default" means a failure on the part of the Obligor to make payment to the Institution of all or part of amounts owing under the Transaction, when due, whether at stated maturity, mandatory prepayment, upon acceleration or by reason of bankruptcy, insolvency, winding up, liquidation, dissolution or any similar proceeding.

"Pounds Sterling" and **"GBP"** each mean the lawful currency of the United Kingdom.

"Primary Distribution Method" means a distribution of amounts in the following order after deduction therefrom of the related reasonable costs of acceleration and enforcement, if any and of any amounts required to be paid in respect of statutory liens, deemed trusts, garnishment rights or other unregistered priority claims:

- (i) first, on a pari passu basis, to EDC, the applicable Guaranteed Percentage of such amounts and to the Institution, the applicable Non-Guaranteed Percentage of such amounts, until EDC has been paid in full in respect of the Guaranteed Amount; and
- (ii) then, but subject to the rights of any other person legally entitled thereto, to the Institution for any other indebtedness owing by the Obligor to the Institution.

"Prime Rate" means a fluctuating annual reference rate of interest used for the determination of the interest rate to be charged to Canadian commercial customers of varying degrees of creditworthiness borrowing Canadian Dollars in Canada, as announced from time to time by a bank.

"Rank of Charge" means a First Prior Charge subject to (i) statutory liens, deemed trusts, garnishment rights and other unregistered priority claims and (ii) any permitted liens or other exceptions specified in the Approval.

"Recovered Amounts" means any proceeds of realization of Collateral and any payments under any credit agreement and any Third Party Guarantees.

"Residual Loss" means the Guaranteed Amount minus EDC's share of the Recovered Amounts calculated in accordance with Section 17.

"Release" means a completed document executed by the Institution in the form provided by EDC.

"Security" means all Third Party Guarantees and/or all security interests or hypothecs in the Collateral, as the context may require.

"Subrogation and Release" means a document executed by EDC and the Institution in the form provided by EDC or in such other form as may be mutually satisfactory to EDC and the Institution.

"Third Party Guarantees" means all Primary Guarantees and all Other Guarantees.

"Third Party Guarantor(s)" means any and all providers of Third Party Guarantees.

"Transaction Documentation" means all documentation evidencing the Transaction and the Security, including the Transaction Agreement.

"United States Dollars" and **"USD"** each mean the lawful currency of the United States of America.

"Waiver" means each document executed by any Third Party Guarantor in the form provided by EDC.

GUARANTEE

- Guarantee 2. In consideration of the fees payable hereunder by the Institution and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and subject to the terms and conditions of this Guarantee, EDC hereby unconditionally and irrevocably guarantees payment to the Institution of the obligations under the Transaction, up to the Guaranteed Amount (notwithstanding article

2344 of the Civil Code of Québec if the Institution's headquarters are in the province of Québec), in the event of the occurrence of a Guaranteed Event.

Effectiveness 3. This Guarantee is effective as of the Effective Date.

EXCLUSIONS

- Uncurable** 4. EDC shall not be liable to pay any part of the Guaranteed Amount where any of the following has occurred, unless otherwise agreed by EDC:
- (1) the Guaranteed Event occurs prior to the Effective Date;
 - (2) (i) the Guaranteed Event occurs after the Guarantee Expiry Date, or any earlier termination in accordance with Section 21, or (ii) if the Guaranteed Event is as a result of the failure to pay pursuant to an acceleration notice, the Institution has not demanded payment from the Obligor prior to the Guarantee Expiry Date or any earlier termination in accordance with Section 21;
 - (3) the Institution has not fulfilled the requirement of Section 5.(1) hereof prior to the Claim Expiry Date;
 - (4) (i) the Institution has failed to meet its normal standard of care, applicable at the time the Approval is issued, for comparable transactions not guaranteed by EDC in ensuring that the Transaction Documentation is legal, valid, binding and enforceable and (ii) the Security does not create the Rank of Charge in the Collateral specified in the Approval;
 - (5) the Institution has failed to meet its normal standard of care, applicable at the time the Approval is issued, for comparable transactions not guaranteed by EDC in administering and preserving its rights under the Transaction Documentation and the resulting consequence of such failure is a Material Adverse Effect;
 - (6) the Institution has failed to meet its normal standard of care, for comparable transactions not guaranteed by EDC in enforcing (to the extent it is required or permitted to do so hereunder) its rights and remedies under the Transaction Documentation against the Obligor, Third Party Guarantors and the Collateral and the resulting consequence of such failure is a Material Adverse Effect;
 - (7) the Institution has released, subordinated or discharged any part of the Security, or permitted any of the foregoing to occur (other than the release or discharge of the Collateral required for the purpose of the sale or disposition thereof in connection with the enforcement and realization, by the Institution, against the Collateral);
 - (8) the Institution has incurred any obligation or made any advance under or in respect of any part of the Transaction prior to the satisfaction of all conditions precedent applicable thereto other than such conditions precedent which are waived by the Institution acting in accordance with its normal standard of care for comparable transactions not guaranteed by EDC;
 - (9) the Institution has amended the Transaction Documentation and the resulting consequence is a Material Adverse Effect;
 - (10) the Institution has waived any Payment Default;
 - (11) the Institution has waived any default under the Transaction Documentation other than a Payment Default and the resulting consequence is a Material Adverse Effect;
 - (12) the Institution has not paid the Guarantee Fee(s) or the Set-up Fee, to the extent due, as set forth in the Approval.

EDC's review of any part of the Transaction Documentation prior to the issuance of the Approval shall not constitute a confirmation that exclusion (4) above has not occurred.

PAYMENT BY EDC

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|-------------------|-----|--|
| Demand | 5. | (1) To make a Demand, the Institution shall, deliver to EDC prior to the Claim Expiry Date: (i) a Notice of Demand or a Notice of Intent to Enforce (ii) a duly completed Demand Details Form with all required supporting documents attached thereto, (iii) a duly executed Subrogation and Release, to be effective simultaneously with the successful transfer of payment by EDC to the Institution of the Guaranteed Amount and (iv) an Enforcement Plan (except in the case where a Notice of Intent to Enforce has been delivered to EDC pursuant to Section 11). The applicable forms are available in the Canadian Financial Institutions section of EDC's website at www.edc.ca . |
| Payment | (2) | EDC shall not be liable to pay any part of the Guaranteed Amount until thirty (30) calendar days after the satisfaction of the provisions of Subsection 5.1(1). |
| Condition | (3) | Unless prohibited by applicable law, the Institution is required to demand payment from the Obligor and all Third Party Guarantors before making a Demand. |
| Reductions | 6. | EDC may deduct from the Guaranteed Amount payable by EDC the Guaranteed Percentage of any amount received by the Institution before the date of payment by EDC that would, in the normal course, be applied to reduce the obligations owing under the Transaction. |

INSTITUTION'S OBLIGATIONS

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|--------------------|-----|--|
| Covenants | 7 | The Institution shall: |
| Information | (1) | at the request of EDC, and subject to any restrictions affecting the Institution, provide EDC with all information and documents with respect to any matter relevant to this Guarantee which the Institution has in its possession and take all reasonable steps to allow EDC to obtain from any third party related to the Transaction any such information and documents which the Institution does not have in its possession; |
| Environment | (2) | notify EDC promptly upon becoming aware of any environmental claim, notice or order against the Obligor; |
| Default | (3) | notify EDC promptly upon becoming aware of the occurrence of any of the following and of the action the Institution is contemplating in respect thereof: (i) any Payment Default, (ii) any default under the Transaction Documentation other than a Payment Default, the consequence of which is a Material Adverse Effect, or (iii) any payment default or any other Material default under any other agreement between the Institution and the Obligor or any Third Party Guarantor; and |
| | (4) | notify EDC promptly upon transferring the Transaction to its special loans or work out division. |

FEES

- | | | |
|----------------------|-----|---|
| Set-Up Fee | 8. | The Institution will pay to EDC the Set-Up Fee indicated in the Approval. |
| Guarantee Fee | 9. | The Institution will pay to EDC the Guarantee Fee(s) indicated in the Approval. |
| Late Fees | 10. | The Institution will pay interest to EDC on any overdue fees hereunder at the annual rate equal to the Guarantee Fee Rate plus 2%, computed from the due date and compounded monthly on the last day of each month until payment in full. |

NOTICE OF INTENT TO ENFORCE**Notice of Intent to Enforce**

11. Notwithstanding anything to the contrary herein, prior to making a Demand hereunder, the Institution may choose, upon the occurrence of a Guaranteed Event but no later than the Claim Expiry Date, to notify EDC of its intent to enforce and exercise all rights and remedies of the Institution under the Transaction Documentation against the Obligor, the Third Party Guarantors and the Collateral, by delivering a Notice of Intent to Enforce. Upon receipt of the Notice of Intent to Enforce, the Claim Expiry Date shall automatically be extended to the date falling one hundred and twenty days (120) calendar days after the date upon which the Institution has exercised all of its rights and remedies under the Transaction Documentation against the Obligor, the Third Party Guarantors and the Collateral. Prior to making a Demand hereunder, the Institution shall calculate the Residual Loss.

CURRENCY AND PLACE OF PAYMENT

- Currency** 12. (1) All payments by EDC to the Institution hereunder shall be made in the currency of the Transaction to the account indicated in the Demand Details Form.
- (2) All payments by the Institution to EDC hereunder shall be made in the currency of the Transaction, unless otherwise indicated in the Approval, to the accounts below or to such other accounts as EDC may notify the Institution. Each payment shall specify the Reference No. of the Approval.
- CAD Account** 13. (1) Payments to EDC in Canadian Dollars shall be made to Royal Bank of Canada, 90 Sparks Street, Ottawa, Ontario, Canada, K1P 5T6, for the credit of Export Development Canada, SWIFT Code ROYCCAT2, Institution number 003, transit number 00006, account number 1070481.
- USD Account** (2) Payments to EDC in United States Dollars shall be made to Citibank, N.A., 111 Wall Street, New York, New York 10043, U.S.A. for the credit of Export Development Canada, ABA number 021000089, SWIFT CITIUS33, account number 36236357.
- EUR Account** (3) Payments to EDC in Euro Dollars shall be made to Bank of America, P.O. Box 407, 5 Canada Square, London, UK, E14 5AQ for the credit of Export Development Canada, IBAN number GB36 BOFA 1650 5045 4470 27, SWIFT BOFAGB22, account number 6008 45447027.
- GBP Account** (4) Payments to EDC in Pounds Sterling shall be made to Bank of America, P.O. Box 407, 5 Canada Square, London, UK, E14 5AQ for the credit of Export Development Canada, IBAN number GB58 BOFA 1650 5045 4470 19, SWIFT BOFAGB22, Sort Code 16 50 50, account number 6008 45447019.
- AUD Account** (5) Payments to EDC in Australian Dollars shall be made to Bank of America, P.O. Box 407, 5 Canada Square, London, UK, E14 5AQ for the credit of Export Development Canada, IBAN number GB89 BOFA 1650 5045 4470 43, SWIFT BOFAGB22, account number 6008 45447043, Cover at Bank of America, Sydney, SWIFT BOFAAUSX.

MAXIMUM LIABILITY**Maximum Liability**

14. EDC's maximum liability under this Guarantee is in all events limited to the Maximum Liability.

RECOVERY**Subrogation**

15. EDC shall be immediately subrogated to all rights, title and interest of the Institution under the Transaction Documentation (but not its obligations) upon, and to the extent of, its payment in full of the Guaranteed Amount to the Institution. If the Institution's headquarters are in the province of Québec, such subrogation is pursuant to article 1651 of the Civil Code of Québec and notwithstanding the terms of article 1658 of the Civil Code of Québec.

The Institution agrees to execute a Subrogation and Release with respect to the EDC Acquired Rights, and upon request by EDC, an assignment of the EDC Acquired Rights. For greater certainty, EDC shall not be subrogated into or request an assignment of any Institution Rights.

- Enforcement**
16. (1) The Institution shall take, without requirement for prior consultation with EDC, emergency and routine actions to preserve rights under the Transaction Documentation in accordance with its normal standard of care for comparable transactions not guaranteed by EDC.
- (2) EDC shall not be liable to pay any part of the Guaranteed Amount until receipt by EDC of an Enforcement Plan acceptable to EDC. Upon receipt of EDC's consent to such Enforcement Plan the Institution shall implement such Enforcement Plan in accordance with its normal standard of care for comparable transactions not guaranteed by EDC and the Institution shall deliver a report to EDC on a bi-weekly or other basis agreed by the parties detailing specific Material actions taken in accordance with the Enforcement Plan. If EDC and the Institution cannot agree on the Enforcement Plan, the assistance of the courts referred to in Section 35 may be sought or EDC may exercise its rights under Subsection (4). The Institution shall obtain EDC's consent to any change to the Enforcement Plan. For greater certainty, the Institution shall not obtain EDC's consent to any course of action concerning enforcement action in respect of the Institution Rights.
- (3) Subsection 16.(2) is not applicable where the Institution has delivered to EDC a Notice of Intent to Enforce pursuant to Section 11. In the event that the Institution has delivered to EDC a Notice of Intent to Enforce pursuant to Section 11, the Institution shall enforce all rights and remedies under the Transaction Documentation against the Obligor, Third Party Guarantors and the Collateral in accordance with its normal standard of care for comparable transactions not guaranteed by EDC and the Institution shall deliver a report to EDC when it has taken Material actions but in any event no less than semi-annually.
- (4) EDC may, at any time after or concurrently with payment of the Guaranteed Amount:
- (i) take or retain a third party to take, any enforcement action in respect of the EDC Acquired Rights provided that EDC or such third party shall cooperate with the Institution to ensure an orderly realization of the Security; or
- (ii) direct the Institution to take any reasonable enforcement action within the reasonable capabilities of the Institution in respect of the EDC Acquired Rights, provided that EDC executes and delivers the Indemnity.
- Distribution of Proceeds**
- 17 (1) Any Recovered Amounts shall be held in trust by the Institution or EDC, as the case may be, and promptly distributed in accordance with the Distribution Method(s) specified in the Approval. Any amounts received by the Institution or EDC which cannot be identified specifically as amounts payable by the Borrower or any Third Party Guarantors in connection with the Transaction or as amounts derived from the realization of Primary Collateral or Other Collateral (including amounts which derive from realization by way of a sale of all or substantially all of a party's assets, including the sale of a party's business as a going concern), despite the Institution's commercially reasonable efforts in the circumstance, shall be held in trust by the Institution or EDC, as the case may be, and promptly distributed proportionately to each of the Transaction and other transactions between the Institution and the Obligor, with the portion of the proceeds allocated to the Transaction then distributed in accordance with the Primary Distribution Method.
- (2) Any amounts other than Recovered Amounts (if applicable) that would, in the normal course, be applied in full or in part to reduce the exposure under the Transaction, shall be held in trust by the Institution or EDC, as the case may be, and promptly distributed proportionately to each of the Transaction and other transactions between the Institution and the Obligor, with the portion of the proceeds allocated to the Transaction then distributed in accordance with the Primary Distribution Method.

- (3) In the case of (1) and (2) above, if EDC has not already paid the Institution under a Demand, such amounts shall be applied by the Institution to reduce the indebtedness owed to it in respect of the Transaction, with a corresponding reduction in the amount of the Guaranteed Amount, with any amounts received in excess of the Guaranteed Amount to be applied as the Institution decides, in its sole discretion.
- Recovery Costs** 18. All acceleration and enforcement costs shall be recovered in accordance with the applicable Distribution Method. Where Recovered Amounts are insufficient to cover the related costs of acceleration and enforcement, such costs shall be shared proportionately by EDC and the Institution based on the ratio of the Guaranteed Amount to the total outstanding principal and interest under all exposure of the Institution to the Obligor secured by the Collateral and/or Third Party Guarantees or such other ratio as may be agreed by the parties.
- Claw Back** 19. Each of the Institution and EDC agree that the other party may take any action to recover any payment that was paid by the other when not due and payable hereunder.

MISCELLANEOUS

- Contribution** 20. The obligations of EDC hereunder are not joint with any other guarantor. If the Institution's headquarters are in the province of Québec, EDC renounces the right to invoke the benefit of division or discussion as it may have pursuant to the Civil Code of Québec. The Institution shall obtain a Waiver from any new Third Party Guarantors obtained after this Guarantee becomes effective upon execution of any such Third Party Guarantees and promptly provide a copy thereof to EDC. The Institution shall indemnify EDC for any cost, loss and/or damages to EDC resulting directly or indirectly from the Institution's failure to obtain any Waiver.
- Early Termination** 21. EDC may terminate its obligations under this Guarantee ten (10) Business Days after notice thereof to the Institution, if the Institution fails to comply with the provisions of Sections 8 or 9 and such failure is not cured within such notice period. Such termination shall not apply in respect of any Guaranteed Event which has taken place prior to such notice by EDC. The termination provision contained in this Subsection is effective notwithstanding the terms of article 2364 of the Civil Code of Québec if the Institution's headquarters are in the province of Québec.
- Interest Calculation** 22. All interest calculations hereunder using Prime Rate as a reference rate will be calculated on the basis of the actual number of days elapsed divided by 365 (366 days in the case of a leap year). All interest calculations using Base Rate as a reference rate will be calculated on the basis of the actual number of days elapsed divided by 360. For purposes of the *Interest Act* (Canada), where in this Guarantee (i) a rate of interest is to be calculated on the basis of a year of 360 days, the yearly rate of interest to which the 360 day rate is equivalent is such rate multiplied by the number of days in the year for which such calculation is made and divided by 360, or (ii) a rate of interest is to be calculated during a leap year, the yearly rate of interest to which such rate is equivalent is such rate multiplied by 366 and divided by 365.
- Declarations** 23. The Institution shall notify EDC promptly upon learning that any part of a Declaration is or has become incorrect and agrees, upon EDC's notification, to suspend or terminate any Transaction, on such terms as EDC may advise, if any Declaration is or becomes materially false, if the Obligor fails to provide evidence substantiating the truth of the Declaration to EDC upon request, or if the Obligor fails to comply with any other requirement of the Declaration.
- Time Periods** 24. In the calculation of any time period hereunder, the first day of such period shall be included in the calculation and the last day of such period shall not be included. Any payments due on a day other than a Business Day shall be deemed to be due on the next succeeding Business Day.
- Expiry** 25. (1) The Institution recognizes that the Guarantee Expiry Date applies notwithstanding: (i) any outstanding obligations under the Transaction at such date, and (ii) article 2364 of the Civil Code of Québec if the Institution's headquarters are in the province of Québec.

(2) Renewal or extension of this Guarantee will only be considered upon written request by the Institution and will be subject to EDC's internal authorization processes. Any reminder received by the Institution from EDC advising the Institution of an upcoming expiry of this Guarantee shall not be construed as an agreement express or implied to renew or extend the stated term of this Guarantee.

(3) No payment of fees by the Institution to EDC shall be construed as an agreement, express or implied, to amend or extend the stated term of this Guarantee nor will any such payment create any new liability for EDC. EDC will return any fee overpayment to the Institution upon written request, without interest.

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| Waiver of Conditions | 26. | EDC may waive, with or without conditions, any term or condition for its benefit in this Guarantee. |
| Disclosure | 27. | Any obligation of EDC to maintain confidentiality of the matters contained herein or in the Approval shall be subject to the requirements of applicable law, regulation or legal process and Canada's and/or EDC's international commitments. Further, the Institution agrees to EDC's disclosure, following the signing of this Guarantee, of: the name of the Institution, the EDC financial service provided and date of related agreement, a general description of the transactions/project (including country), the amount of EDC support in an approximate dollar range, and the name of the Canadian supplier. |
| No Representation | 28. | The Institution makes no representation as to the completeness, accuracy or reliability of any information provided to EDC in any credit write-up of the Institution, under the section entitled "Exporter Profile" of any form of application for this Guarantee or under Subsection 7.(1) and provides such information to EDC solely as a form of assistance to EDC in order that EDC may conduct its own due diligence in regard to the Obligor and the Transaction in a timely fashion. Statements of opinion in any of the foregoing information, whether of the Institution or of others, cannot be relied upon in any manner and no action, whether in contract or in tort, will lie against the Institution or others in respect of the foregoing information or the use to which any of it may be put. |
| Costs /Expenses | 29. | Subject to Section 18, each party shall be responsible for its costs incurred in respect of the negotiation, execution and administration of this Guarantee, including in respect of all documents or information to be provided by either of the parties hereunder. |
- GENERAL**
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|-------------------------|-----|---|
| Notice | 30. | Every notice, demand, request, consent, approval, waiver or agreement to be given or made hereunder shall be in writing and shall be delivered to the other party by hand, sent by mail or transmitted by electronic mail or fax and shall be deemed to have been given and received: if delivered by hand, upon delivery; if sent by mail, on the earlier of the actual receipt and seven (7) days after posting; and if transmitted by electronic mail or fax, on the earlier of the actual receipt and two (2) days following the date of transmission; in each case excluding Saturdays and Sundays and those statutory holidays on which the offices of EDC and the Institution are normally closed for business. The mailing addresses and electronic mail (if any) and fax numbers of EDC and the Institution for such purposes shall be those specified in the Approval or such other address or electronic mail or fax number as EDC or the Institution may from time to time notify the other party in writing. |
| Entire Agreement | 31. | This Guarantee constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, with respect thereto. |
| Assignment | 32. | This Guarantee will enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assignees. Neither party will transfer its rights and obligations under the Transaction Documentation and this Guarantee without the other party's prior written consent, which it may grant or withhold in its sole discretion, with or without conditions. In the event that the Institution takes any such action without EDC's consent as aforesaid, EDC's obligations under this Guarantee will be terminated. For greater certainty, this Section does not apply to the transfer of any Institution Rights. |

- Severability** 33. If any provision of this Guarantee or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Guarantee shall be separately valid and enforceable to the fullest extent permitted.
- Interpretation** 34. The marginal notes and headings in this Guarantee have been inserted for convenience of reference only and do not form part of this Guarantee, and shall not be referred to in the interpretation of this Guarantee. All references herein to "Section", "Subsection", "herein", "hereunder" and similar terms, shall relate to this Guarantee. Unless the context requires otherwise, the singular shall include the plural and vice versa.
- Governing Law** 35. If the Institution's headquarters are outside the province of Québec, this Guarantee shall be governed by the laws of the province of Ontario and by the laws of Canada as applicable therein. The parties submit to the non-exclusive jurisdiction of the Courts of Ontario.
- If the Institution's headquarters are in the province of Québec, this Guarantee shall be governed by the laws of the province of Québec and by the laws of Canada as applicable therein. The parties submit to the non-exclusive jurisdiction of the Courts of Québec.
- Language** 36. The parties hereto have expressly required that this Guarantee and all document, agreements, correspondence and notices related thereto be drafted in the English language. Les parties aux présentes ont expressément requis que le présent contrat et tous les autres documents, conventions, correspondance ou avis qui y sont afférents soient rédigés en langue anglaise.

EXPORT DEVELOPMENT CANADA



EXPORT GUARANTEE PROGRAM (EGP)

THIS FORM IS TO BE USED FOR GUARANTEES VALUED AT UP TO AND INCLUDING A MAXIMUM OF CAD 10,000,000

A - FINANCIAL INSTITUTION INFORMATION

Legal Name of Financial Institution Bank of Montreal	Transit No. 00123	Application Date 22/03/2019
Primary Financial Institution Contact Adam Kalechyn	Telephone (204) 985-2675	Fax (204) 985-2973
E-mail Address adam.kalechyn@bmo.com	Is this the first time you have applied for an EGP guarantee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Please note that upon issuance of any documentation by EDC, fees for services rendered by EDC (e.g. Set Up Fee in the EDC Guarantee Approval or Amendment Fee for Amendments or Extensions to the EDC Guarantee Approval) are neither refundable nor revocable.

B - BORROWER INFORMATION

Legal Name of Primary Borrower Genesis Inc.	SIC Code (if available) 0212
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Address

Street PO Box 278	City Oakville
Province Manitoba	Postal Code R0H 0Y0

Contact Name Jodi Nigh	Title Controller	
E-mail Address JNigh@Genesisus.com	Telephone (204) 267-2813	Fax (204) 267-2813

Are there other borrowers to the Loan Agreement? Yes No

C - OTHER INFORMATION

Is this the first EGP for this Borrower with your financial Institution? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
How many guarantors are there? <input type="text" value="2"/>

Name of Guarantor Can-Am Genetics Inc.	Name of Guarantor Genesis Genetics Inc.
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Financial Institution's Annual Credit Review Date 31/07/2019

Does EDC have your consent to provide a copy of any issued Approval(s) to the Borrower? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



EXPORT GUARANTEE PROGRAM (EGP)

D - FACILITY INFORMATION

How many EGPs are you applying for, for this borrower?

Facility Type

Currency	Facility Amount	Expected Usage Rate (%)	EDC Guarantee Percentage (%)
CAD	\$4,000,000.00	75%	50%

EGP Fee Payment – Upfront
 Quarterly in Advance

Thank you for completing the EGP Application form.

Please save and email, or print and send this form to the Borrower. All required documents listed on the Financial Institution section of the instruction page must be sent to EDC in order for underwriting to commence.

E - BORROWER PROFILE

Currency	A) What are your most recent consolidated year-end Total Sales?
CAD	\$57,629,633.00

B) What are your most recent consolidated year-end Foreign Business ¹ Sales?
\$36,671,023.00

% of Foreign Business ¹ Sales (B/A x100)
64%

Do you have a strategy to maintain or increase your Foreign Business¹? Yes No

Do you declare having exported goods/services in some amount in the 2 years preceding the last 12 months? Yes No

¹ "Foreign Business" includes the following: (i) your export sales; (ii) your Canadian subsidiaries' export sales; and (iii) your foreign subsidiaries'/branches' sales to non-Canadians; **BUT EXCLUDES** all inter-company sales.


Signature (Borrower) & Position

22/03/2019
Date (dd / mm / yyyy)

All required documents listed in the Borrower section of the instruction page must be sent to EDC, in order for underwriting to commence.



WAIVER

Export Development Canada ("EDC")
Ottawa, Ontario K1A 1K3
Canada

Institution: Bank of Montreal

Obligor (Borrower): Genesis Inc.

Re: EDC Guarantee(s)/Suretyship(s)

EDC may guarantee, in accordance with the terms of one or more EDC guarantee(s)/suretyship(s) (each an "EDC Guarantee/Suretyship", collectively "EDC Guarantees/Suretyships") payment to the Institution of amounts which the "Obligor" fails to pay pursuant to one or more agreements with the Institution (each a "Transaction Agreement", collectively "Transaction Agreements").

- (a) Contribution: (i) expressly waives the benefit of all privileges and rights based on law, equity, statute or contract, which now or may hereafter be available to it against EDC as co-guarantor or co-surety including, without limitation, any right it may have as surety to obtain contribution from EDC as a co-guarantor or a co-surety, or (ii) if located in Quebec, expressly waives the benefit of all privileges and rights it may have against EDC as co-guarantor or as solidary or joint surety, including, without limitation, any action in subrogation or the personal right of action that the undersigned may have against EDC under articles 1651, 1656, 1659 and 2360 of the Civil Code of Quebec;
(b) Subrogation: (i) acknowledges that it may become liable to EDC, either by way of subrogation of EDC to the rights of the Institution following payment under one or more EDC Guarantee/Suretyship or by way of assignment to EDC thereof; and (ii) agrees to execute and deliver such documents and do such things as may be necessary or desirable for EDC to benefit from such subrogation and assignment;
(c) Disclosure: agrees (i) that any obligation of EDC to maintain confidentiality shall be subject to the requirements of applicable law, regulation or legal process and Canada's and/or EDC's international commitments; (ii) to EDC's disclosure, following the signing of the Transaction Agreement(s), of the following information: the name of the Institution, the EDC financial service provided and date of related agreement, a general description of the transactions/projects (including country), the amount of EDC support in an approximate dollar range and the name of the Obligor; and (iii) to the Institution's disclosure to EDC of any information of the undersigned, confidential or otherwise, including, without limitation, credit information, financial statements (audited and unaudited), payment history, business plans, business history and business organization; and
(d) Independent Legal Advice: understands the nature and effect of, and agrees to be bound by, the terms of the Waiver as set forth above, and has either obtained independent legal advice in relation to the Waiver, or hereby waives such right.

This Waiver may be executed in any number of counterparts, and all the counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF each of the undersigned have signed and delivered this Waiver.

Guarantor/Surety Name: Can-Am Genetics Inc.
Signature: [Handwritten Signature]
I have the authority to bind the Guarantor/Surety
Name (Print): Jodi Nigh
Date: March 22, 2019

Guarantor/Surety Name: Genesis Genetics Inc.
Signature: [Handwritten Signature]
I have the authority to bind the Guarantor/Surety
Name (Print): Jodi Nigh
Date: March 22, 2019



ACKNOWLEDGEMENT

Export Development Canada ("EDC")
Ottawa, Ontario K1A 1K3
Canada

Institution: Bank of Montreal

Obligor (Borrower): Genesis Inc.

Re: EDC Guarantee(s)/Suretyship(s)

EDC may guarantee, in accordance with the terms of one or more EDC guarantee(s)/suretyship(s) (each an "EDC Guarantee/Suretyship", collectively "EDC Guarantees/Suretyships"), payment to the Institution of the amounts which the "Obligor" fails to pay pursuant to one or more agreements with the Institution, (each a "Transaction Agreement", collectively "Transaction Agreements"). The Obligor hereby:

- (a) **Corruption:** declares that, with respect to the business supported by the Transaction Agreements: (i) it has not been and will not knowingly be party to any action which is prohibited by any applicable criminal law dealing with the bribery of foreign public officials, including Canada's Corruption of Foreign Public Officials Act, which makes it illegal for persons to, directly or indirectly, give, offer, or agree to offer a loan, reward, advantage or benefit of any kind to a foreign public official in order to obtain or retain an advantage in the course of business; (ii) neither it, nor to the best of its knowledge, anyone acting on its behalf, is currently under charge in a court, or within the last five years, has been convicted in a court for violation of laws against the bribery of foreign public officials of any country; and (iii) it agrees to disclose to EDC, upon demand, the identity of persons acting on its behalf and the amount and purpose of commissions and fees paid, or agreed to be paid, to such persons;
- (b) **Environment:** represents that it is in material compliance with all applicable environmental laws;
- (c) **Subrogation:** (i) confirms that it is aware of, and consents to, one or more EDC Guarantee/Suretyship being granted to the Institution; (ii) acknowledges that it and any guarantor/surety of the obligations under the Transaction Agreement may become liable to EDC, either by way of subrogation of EDC to the rights of the Institution or by way of assignment to EDC thereof; and (iii) agrees to execute and deliver such documents and do such things as may be necessary or desirable for EDC to benefit from such subrogation and assignment;
- (d) **Disclosure:** agrees (i) that any obligation of EDC to maintain confidentiality shall be subject to the requirements of applicable law, regulation or legal process and Canada's and/or EDC's international commitments; (ii) to EDC's disclosure, following the signing of a Transaction Agreement of the following information: its name, the name of the Institution; the EDC financial service provided and date of the related agreement; a general description of the commercial transaction/project (including country); the amount of EDC support in an approximate dollar range; (iii) to the Institution's disclosure to EDC of any information of the Obligor, confidential or otherwise, including, without limitation, credit information, financial statements (audited and unaudited), payment history, business plans, business history and business organization; and (iv) to EDC's disclosure to the Institution of the existence of any EDC policy or program under which the Obligor has coverage; and
- (e) **Independent Legal Advice:** understands the nature and effect of, and agrees to be bound by, the terms of this Acknowledgement as set forth above, and either has obtained independent legal advice in relation to this Acknowledgement or hereby waives such right.

This Acknowledgement may be executed in any number of counterparts, and all the counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned has signed and delivered this Acknowledgement.

Obligor (Borrower) Name: Genesis Inc.

Signature: Jodi Nigh

I have the authority to bind the Obligor (Borrower)

Name (Print): Jodi Nigh

Date: March 22, 2019



FINANCIAL INSTITUTION INSTRUCTIONS FOR COMPLETING THIS EGP APPLICATION:

- STEP 1:** Complete sections A, B, C, and D of this Application. This will automatically generate the documents which need to be completed printed and signed by the Borrower and Guarantors (where applicable);
- STEP 2:** E-mail the form to the Borrower for completion, of the Borrower Profile and required signatures;
- STEP 3:** Submit all required documentation to EDC.

NOTE: As you fill in the information requirements of this Application, a list of required documents to be submitted to EDC will be created below. All documents listed below as well as those sent to the Borrower and Guarantor (where applicable) for execution must be returned to EDC in order for underwriting to commence.

Financial Institution List of Required Documents to be submitted to EDC:

- ★ Signed Loan Agreement
- ★ Authorized Credit Write-Up
- ★ Borrower's Financial Statements¹
- ★ Interim Financial Statements (if Annuals are over 6 months old)
- ★ Waiver²
- ★ Acknowledgement³

¹ 2 years financials for guarantees ≤ CAD 500,000 and 3 years for guarantees > CAD 500,000

² Signed by all Guarantors which form part of the security package

³ Signed by a signing officer of the Borrower

BORROWER INSTRUCTIONS FOR COMPLETING THIS EGP APPLICATION:

Your Financial Institution is working with EDC to put in place an Export Guarantee(s) that will support one or more credit facility(s) as detailed in the following application. In order for EDC to proceed with the underwriting process we require some additional information and documentation signed by the Borrower and Guarantors (where applicable). All of the required documentation is included as part of this file.

- STEP 1:** Complete **Section E - BORROWER PROFILE** electronically;
- STEP 2:** Print and have all documents signed by the appropriate individual or signing officer;
- STEP 3:** Return documents to your Financial Institution contact or your EDC Account Manager.

Borrower List of Required Documents to be submitted to EDC:

- ★ Waiver²
- ★ Acknowledgement³

² Signed by all Guarantors which form part of the security package

³ Signed by a signing officer of the Borrower

EDC reserves the right to request additional information of clarification with respect to this application and EDC shall have no obligation to issue an Approval.

***It is hereby understood and agreed that the Borrower and each Guarantor is bound by the Acknowledgement, Waiver, Declaration, and Research and Development Certificate (when applicable), only in the event that the Approval is issued by EDC.**



EXPORT GUARANTEE PROGRAM (EGP)

THIS FORM IS TO BE USED FOR GUARANTEES VALUED AT UP TO AND INCLUDING A MAXIMUM OF CAD 10,000,000

A - FINANCIAL INSTITUTION INFORMATION

Legal Name of Financial Institution Bank of Montreal	Transit No. 00123	Application Date 22/03/2019
Primary Financial Institution Contact Adam Kalechyn	Telephone (204) 985-2675	Fax (204) 985-2973
E-mail Address adam.kalechyn@bmo.com	Is this the first time you have applied for an EGP guarantee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Please note that upon issuance of any documentation by EDC, fees for services rendered by EDC (e.g. Set Up Fee in the EDC Guarantee Approval or Amendment Fee for Amendments or Extensions to the EDC Guarantee Approval) are neither refundable nor revocable.

B - BORROWER INFORMATION

Legal Name of Primary Borrower Genesis Inc.	SIC Code (if available)	
Address		
Street PO Box 278	City Oakville	
Province Manitoba	Postal Code R0H 0Y0	
Contact Name Jodi Nigh	Title Controller	
E-mail Address JNigh@Genesis.com	Telephone (204) 267-2813	Fax (204) 267-2813

Are there other borrowers to the Loan Agreement? Yes No

C - OTHER INFORMATION

Is this the first EGP for this Borrower with your financial institution?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
How many guarantors are there?	2
Name of Guarantor Can-Am Genetics Inc.	Name of Guarantor Genesis Genetics Inc.
Financial Institution's Annual Credit Review Date	31/07/2019
Does EDC have your consent to provide a copy of any issued Approval(s) to the Borrower?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



EXPORT GUARANTEE PROGRAM (EGP)

D - FACILITY INFORMATION

How many EGPs are you applying for, for this borrower?

Facility Type

Currency CAD	Facility Amount \$4,000,000.00	Expected Usage Rate (%) 75%	EDC Guarantee Percentage (%) 50%
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EGP Fee Payment – Upfront
 Quarterly in Advance

Thank you for completing the EGP Application form.

Please save and email, or print and send this form to the Borrower. All required documents listed on the Financial Institution section of the instruction page must be sent to EDC in order for underwriting to commence.

E - BORROWER PROFILE

Currency CAD	A) What are your most recent consolidated year-end Total Sales? \$57,629,633.00
-----------------	--

B) What are your most recent consolidated year-end Foreign Business ¹ Sales? \$36,671,023.00
--

% of Foreign Business ¹ Sales (B/A x100) 64%
--

Do you have a strategy to maintain or increase your Foreign Business¹? Yes No

Do you declare having exported goods/services in some amount in the 2 years preceding the last 12 months? Yes No

¹ "Foreign Business" includes the following: (i) your export sales; (ii) your Canadian subsidiaries' export sales; and (iii) your foreign subsidiaries'/branches' sales to non-Canadians; **BUT EXCLUDES** all inter-company sales.


Signature (Borrower) & Position

22/03/2019
Date (dd / mm / yyyy)

All required documents listed in the Borrower section of the instruction page must be sent to EDC, in order for underwriting to commence.



WAIVER

Export Development Canada ("EDC")
Ottawa, Ontario K1A 1K3
Canada

Institution: Bank of Montreal

Obligor (Borrower): Genesis Inc.

Re: EDC Guarantee(s)/Suretyship(s)

EDC may guarantee, in accordance with the terms of one or more EDC guarantee(s)/suretyship(s) (each an "EDC Guarantee/Suretyship", collectively "EDC Guarantees/Suretyships") payment to the Institution of amounts which the "Obligor" fails to pay pursuant to one or more agreements with the Institution (each a "Transaction Agreement", collectively "Transaction Agreements"). Each of the undersigned executed or may execute one or more guarantees/suretyships in favour of the Institution, guarantying certain obligations of the Obligor under the Transaction Agreements. In consideration of EDC Issuing the EDC Guarantees/Suretyships and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the undersigned hereby:

- (a) **Contribution:** (i) expressly waives the benefit of all privileges and rights based on law, equity, statute or contract, which now or may hereafter be available to it against EDC as co-guarantor or co-surety including, without limitation, any right it may have as surety to obtain contribution from EDC as a co-guarantor or a co-surety, or (ii) if located in Quebec, expressly waives the benefit of all privileges and rights it may have against EDC as co-guarantor or as solidary or joint surety, including, without limitation, any action in subrogation or the personal right of action that the undersigned may have against EDC under articles 1651, 1656, 1659 and 2360 of the Civil Code of Quebec;
- (b) **Subrogation:** (i) acknowledges that it may become liable to EDC, either by way of subrogation of EDC to the rights of the Institution following payment under one or more EDC Guarantee/Suretyship or by way of assignment to EDC thereof; and (ii) agrees to execute and deliver such documents and do such things as may be necessary or desirable for EDC to benefit from such subrogation and assignment;
- (c) **Disclosure:** agrees (i) that any obligation of EDC to maintain confidentiality shall be subject to the requirements of applicable law, regulation or legal process and Canada's and/or EDC's international commitments; (ii) to EDC's disclosure, following the signing of the Transaction Agreement(s), of the following information: the name of the Institution, the EDC financial service provided and date of related agreement, a general description of the transactions/projects (including country), the amount of EDC support in an approximate dollar range and the name of the Obligor; and (iii) to the Institution's disclosure to EDC of any information of the undersigned, confidential or otherwise, including, without limitation, credit information, financial statements (audited and unaudited), payment history, business plans, business history and business organization; and
- (d) **Independent Legal Advice:** understands the nature and effect of, and agrees to be bound by, the terms of the Waiver as set forth above, and has either obtained independent legal advice in relation to the Waiver, or hereby waives such right.

This Waiver may be executed in any number of counterparts, and all the counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF each of the undersigned have signed and delivered this Waiver.

Guarantor/Surety Name: Can-Am Genetics Inc.

Guarantor/Surety Name: Genesis Genetics Inc.

Signature:

Signature:

I have the authority to bind the Guarantor/Surety

I have the authority to bind the Guarantor/Surety

Name (Print): Jodi Nigh

Name (Print): Jodi Nigh

Date: March 22, 2019

Date: March 22, 2019



ACKNOWLEDGEMENT

Export Development Canada ("EDC")
Ottawa, Ontario K1A 1K3
Canada

Institution: Bank of Montreal

Obligor (Borrower): Genesis Inc.

Re: EDC Guarantee(s)/Suretyship(s)

EDC may guarantee, in accordance with the terms of one or more EDC guarantee(s)/suretyship(s) (each an "EDC Guarantee/Suretyship", collectively "EDC Guarantees/Suretyships"), payment to the Institution of the amounts which the "Obligor" fails to pay pursuant to one or more agreements with the Institution, (each a "Transaction Agreement", collectively "Transaction Agreements"). The Obligor hereby:

- (a) Corruption: declares that, with respect to the business supported by the Transaction Agreements: (i) it has not been and will not knowingly be party to any action which is prohibited by any applicable criminal law dealing with the bribery of foreign public officials, including Canada's Corruption of Foreign Public Officials Act, which makes it illegal for persons to, directly or indirectly, give, offer, or agree to offer a loan, reward, advantage or benefit of any kind to a foreign public official in order to obtain or retain an advantage in the course of business; (ii) neither it, nor to the best of its knowledge, anyone acting on its behalf, is currently under charge in a court, or within the last five years, has been convicted in a court for violation of laws against the bribery of foreign public officials of any country; and (iii) it agrees to disclose to EDC, upon demand, the identity of persons acting on its behalf and the amount and purpose of commissions and fees paid, or agreed to be paid, to such persons;
- (b) Environment: represents that it is in material compliance with all applicable environmental laws;
- (c) Subrogation: (i) confirms that it is aware of, and consents to, one or more EDC Guarantee/Suretyship being granted to the Institution; (ii) acknowledges that it and any guarantor/surety of the obligations under the Transaction Agreement may become liable to EDC, either by way of subrogation of EDC to the rights of the Institution or by way of assignment to EDC thereof; and (iii) agrees to execute and deliver such documents and do such things as may be necessary or desirable for EDC to benefit from such subrogation and assignment;
- (d) Disclosure: agrees (i) that any obligation of EDC to maintain confidentiality shall be subject to the requirements of applicable law, regulation or legal process and Canada's and/or EDC's international commitments; (ii) to EDC's disclosure, following the signing of a Transaction Agreement of the following information: its name, the name of the Institution; the EDC financial service provided and date of the related agreement; a general description of the commercial transaction/project (including country); the amount of EDC support in an approximate dollar range; (iii) to the Institution's disclosure to EDC of any information of the Obligor, confidential or otherwise, including, without limitation, credit information, financial statements (audited and unaudited), payment history, business plans, business history and business organization; and (iv) to EDC's disclosure to the Institution of the existence of any EDC policy or program under which the Obligor has coverage; and
- (e) Independent Legal Advice: understands the nature and effect of, and agrees to be bound by, the terms of this Acknowledgement as set forth above, and either has obtained independent legal advice in relation to this Acknowledgement or hereby waives such right.

This Acknowledgement may be executed in any number of counterparts, and all the counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned has signed and delivered this Acknowledgement.

Obligor (Borrower) Name: Genesis Inc.

Signature: _____


I have the authority to bind the Obligor (Borrower)

Name (Print): Jodi Nigh

Date: March 22, 2019

This is **Exhibit “W”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

SECURITY AGREEMENT

To Bank of Montreal:

The undersigned (hereinafter called the "Debtor") hereby enters into this Security Agreement with the Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as a general and continuing security for the repayment of all present and future indebtedness of the Debtor to the Bank and interest thereon and for the payment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank, including future advances or other value to the Debtor by the Bank whether or not such future advances or value are given pursuant to a commitment, and for any present and future indebtedness of any person, firm or corporation whose indebtedness to the Bank is guaranteed at any time by the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations").

List all premises and asset locations, by schedule, if necessary.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Manitoba:
Box 278, 101 2nd Street
Oakville, Manitoba R0H 0Y0

Attach a schedule, if equipment is to be listed.

2. The Debtor hereby

(a) grants, bargains, assigns, transfers, sets over, mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment, including without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the Debtor has an interest and any equipment specifically listed or otherwise described in any Schedule hereto, (all of which is hereinafter collectively called the "Equipment"); and

(b) grants, bargains, assigns, transfers, sets over, mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service (all of which is hereinafter collectively called the "Inventory"); and

(c) assigns, transfers and sets over to the Bank, and grants to the Bank a security interest in, all its present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the Debtor (all of which is hereinafter collectively called the "Receivables"); and

(d) assigns, transfers and sets over to the Bank, and grants to the Bank a security interest in, all its present and future intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature, including without limitation client lists, client records and client files, now or hereafter owned or acquired or re-acquired by the Debtor or in which the Debtor has an interest (all of which is hereinafter collectively called the "Intangibles"); and

(e) grants, bargains, assigns, transfers, sets over, mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to in this clause 2, and includes payment representing indemnity or compensation for loss or damage to the personal property referred to in this clause 2 (all of which is hereinafter collectively called the "Proceeds"); and

(f) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, movable or immovable, of whatsoever nature and kind, both present and future, other than property and assets hereby validly assigned or subjected to a specific mortgage and charge and the exceptions hereinafter contained, (all of which is hereinafter collectively called the "Undertaking").

For the purposes of this Security Agreement, the Equipment, Inventory, Receivables, Intangibles, Proceeds, Undertaking and other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral".

3. The Collateral now situate in the Province of Manitoba is on the date hereof primarily situated or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places in Manitoba while in transit to and from such locations and premises; and the Collateral may from time to time be situated or located at any other place in Manitoba when on lease or consignment to any lessee or consignee from the Debtor.

The Debtor covenants with the Bank not to remove the Collateral or any part thereof from the locations set out in clause 1 hereof, except as allowed for in the preceding paragraph and for sales in the ordinary course of business, without the prior written consent of the Bank.

4. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral in the ordinary course of business or otherwise; and if the amounts of any of the Receivables or Intangibles referred to in sub-clauses (c) or (d) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank; provided however that the property and assets assigned or subjected to a mortgage, charge or security interest by sub-clauses (b) and (e) of clause 2 above may be sold or disposed of in the ordinary course of business, and for the purpose of carrying on the same, for value received and then only upon the express condition that on or before delivery to a third party the Debtor shall secure full settlement of the entire purchase price for the Collateral so sold in cash, notes, chattel paper and other property.

5. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be expected out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid, upon trust to assign and dispose of the same as any purchaser of such term of years shall direct.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, financing statements, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the Collateral hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement. The Debtor hereby grants to the Bank the right to perfect by possession, repossession or seizure the security interests granted hereunder in any part of the Collateral.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall duly and seasonably pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor covenants with the Bank to maintain accurate books and records of the Collateral and the Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and Equipment and lists of Receivables showing the letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor hereby undertakes to:

(a) Promptly pay the Obligations as they become due or are demanded;

(b) Maintain the Collateral in good condition and repair and to provide adequate storage facilities to protect the Collateral and not to permit the value of the Collateral to be impaired;

(c) Not, without the consent in writing of the Bank, create any liens upon, or assign or transfer as security or pledge or hypothecate as security or create a Security interest in or in any way encumber the Collateral or any part thereof ranking or purporting to rank in priority to or pari passu with the security interest, mortgage, hypothec, charge, lien or encumbrance created by this Security Agreement, save that the Debtor may create a purchase money security interest in Collateral hereafter acquired but only if such interest is perfected and notification thereof is given to the Bank pursuant to the provisions of The Personal Property Security Act of Manitoba;

(d) Defend the title to the Collateral against all persons, firms or bodies corporate claiming any interest in the Collateral or any part thereof;

(e) Pay all taxes, assessments, and levies or charges from any source which may be assessed against the Collateral or any part thereof or which may result in a lien against the Collateral or any part thereof and shall insure the Collateral for loss or destruction by fire, wind, storm, and such other perils stipulated by the Bank in an amount not less than the full insurable value of the Collateral or the amount from time to time hereby secured, which is the lesser, with appropriate endorsement to secure the Bank as its interest shall appear. In the event the Debtor shall fail to provide adequate insurance when required to do so or to pay any of the said taxes, assessments, levies or charges the Bank may, without notice, at its option, but without any obligation or liability so to do, procure insurance and pay taxes or other charges and add said sums to the balance of the Obligations hereby secured or claim from the Debtor immediate reimbursement of such sums;

(f) Furnish such financial and operating statements of the Debtor to the Bank as may be requested by the Bank;

(g) Duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;

(h) Give immediate notice to the Bank in the event of a change of the corporate or trade name of the Debtor or any proprietor or partner thereof.

10. The Debtor represents and warrants that:

(a) At the time the Debtor pledges, sells, assigns or transfers to the Bank any instrument, document of title, security, chattel paper or other property, or any interest therein, the Debtor shall be the lawful owner thereof and shall have good right to pledge, sell, assign or transfer the same, none of such property shall have been pledged, sold, assigned or transferred to any person other than the Bank, or in any way encumbered, and the Debtor shall defend the same against all claims and demands of all persons;

(b) If the Debtor is a corporation, it is a corporation duly organized and existing under the laws of Manitoba and is duly qualified and in good standing in every province or territory where it is doing business;

(c) If the Debtor is a corporation, the execution, delivery and performance hereof are within the Debtor's corporate powers, have been duly authorized, are not in contravention of any law or the terms of the Debtor's Charter, By-Laws or other incorporation document, or of any indenture, agreements or undertakings to which the Debtor is a party or by which it is bound.

11. The Debtor shall be in default under this Security Agreement upon the occurrence of any one to the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not;

(c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;

(e) the Debtor shall cease to carry on business or threaten to cease to carry on business;

(f) the Bank believes, in good faith, that the prospect of payment or performance by the Debtor is impaired or that the Collateral or any part thereof is in danger of being lost, damaged or confiscated.

12. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and the Bank may demand the Debtor to gather the Collateral in a named location or locations and the Bank may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor or the Collateral. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, subject to Part 6 of the Manitoba Personal Property Security Act, the Bank may enter upon and lease or sell the whole or any part or parts of the Collateral and any such sale may be made hereunder by public auction, by public tender or by private contract, with or without notice and with or without advertising and without any other formality, all of which are hereby waived by the Debtor, and such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reverse bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

13. The Debtor hereby covenants, promises and agrees to and with the Bank that in case the sum of money realized upon any disposition of the Collateral referred to herein shall not be sufficient to pay the whole of the Obligations due at the time of such disposition, the Debtor shall and will forthwith pay or cause to be paid to the Bank an amount equal to the deficiency between the Obligations and the sum of money realized upon the said disposition of the Collateral provided for herein.

14. Notwithstanding any other section or provision of this Security Agreement, the Bank may collect, realize, sell or otherwise deal with Receivables or any part thereof in such manner, upon such terms and conditions and at such time or times, whether before or after default, as may seem to it advisable, and without notice to the Debtor (except in the case of a sale and then subject to provisions of Part 6 of the Personal Property Security Act of Manitoba). The Bank shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Receivables or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the same or for the purpose of preserving a right of the Bank, the Debtor or any other person, firm or corporation in respect of the same. All monies collected or received by the Debtor in respect of the Receivables shall be received as trustee for the Bank and shall be forthwith paid over to the Bank. All monies collected or received by the Bank in respect of the Receivables or other Collateral may be applied on account of such parts of the indebtedness and liability of the Debtor as to the Bank seems best or in the discretion of the Bank may be realized to the Debtor, all without prejudice to the liability of the Debtor or the Bank's right to hold and realize the security.

15. Any and all payments made in respect of the Obligations from time to time and money realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

16. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements and the remuneration of any receiver appointed hereunder, incurred by the Bank in preparation, perfection and enforcement of this Security Agreement and the payment of such expenses shall be secured hereby.

17. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.
18. The Debtor warrants and acknowledges that value has been given and that the Debtor has rights in the Collateral and that the Debtor and the Bank have not agreed to postpone the time of attachment of the security interest granted in this Security Agreement.
19. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank.
20. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any of the Obligations of the Debtor to the Bank.
21. The Bank shall not be liable or accountable for any failure to seize, collect, realize, sell or obtain payment of the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession or payments of the same or for the purpose of preserving any rights of the Bank, the Debtor or any other person, firm or body corporate in respect of same.
22. The Bank or any assignee of this Security Agreement may, without further notice to the Debtor, at any time assign this Security Agreement and the security interest evidenced thereby. The Debtor expressly agrees that, with respect to such an assignment, re-assignment or transfer of this Security Agreement, the assignee or transferee shall have all of the Bank's rights and remedies under this Security Agreement and the Debtor will not assert as a defense, counterclaim, set-off, cross-complaint, or otherwise any claim, known or unknown, which he now has or hereafter acquires against the Bank in any action commenced by an assignee or transferee of this Security Agreement and will pay the Obligations, secured hereby to the assignee or transferee at its place of business as said Obligations become due.
23. The Debtor hereby acknowledges receiving a copy of this Security Agreement.
24. The Debtor hereby waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.
25. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.
26. In construing this Security Agreement, terms herein shall have the same meaning as defined in The Personal Property Security Act, unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations, or partnerships and, if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

Insert date of execution

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 20th day of March, 2011 (year).

To be signed by Debtor; if Debtor is a corporation ensure Signatures are authorized and if the corporation has a corporate seal, affix corporate seal; Debtors names should be typed.

Can-Am Genetics Inc.



This is **Exhibit "X"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. Lach', is written over a horizontal line.

A Notary Public in and for the Province of Manitoba

THE UNDERSIGNED (Name in full - no abbreviations) Can-Am Genetics Inc. of (Street Address) Box 278, 101 2nd Street in the (City, etc.) town of (Name of City) Oakville, (Postal Code) R0H 0Y0 in the Province of Manitoba, for valuable consideration HEREBY ASSIGNS AND TRANSFERS to the Bank of Montreal, (herein called the Bank), all accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interests (all such terms having the meaning of such terms in the Personal Property Security Act and herein collectively called the "said debts and securities") now due or hereafter to become due to the undersigned or which now are or may hereafter become vested in the undersigned and all proceeds and other rights and benefits in respect thereof.

AND the undersigned undertakes and promises to furnish to the Bank at any time and from time to time on demand a list of all its debtors with the amounts owing by each and all security and other rights and benefits in respect thereof and to assign and transfer the same to the Bank.

AND the undersigned hereby assigns and transfers and agrees to assign and transfer to the Bank all books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all or any of the debts and securities and rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.

AND without limiting the generality of the foregoing, the undersigned hereby assigns and transfers and agrees to assign and transfer any and all claims and other rights for insurance against loss by fire, water, misappropriation or otherwise to the real or personal property of the undersigned.

THE present assignment and transfer shall be a continuing collateral security to the Bank for the payment of all and every present and future indebtedness and liability direct or indirect of the undersigned to the Bank and any ultimate unpaid balance thereof with interest.

AND the undersigned agrees to pay all reasonable expenses, including solicitor's fees and disbursements incurred by the Bank or its agents in connection with the preparation and perfection of this assignment and in connection with the collection and realization of the said debts and securities and the payment of all such expenses shall be secured hereby.

AND the undersigned expressly authorizes the Bank to give notice to account debtors and collect and realize the said debts and securities and rights hereby transferred from time to time in such manner and at such times as it may in its discretion deem advisable including by appointment of receiver or agent or disposition for deferred payment (but it shall not be bound to realize the same, shall not be obliged to prepare the debts and securities for disposition, shall not be obliged to keep the same identifiable, and shall not be obliged to preserve rights against other persons unless it sees fit), and may appropriate the proceeds thereof in its absolute discretion on account of such parts of the said indebtedness and liability whether secured or unsecured as to the Bank may seem best; and such appropriations may be changed or varied from time to time at the discretion of the Bank; and the Bank before appropriating the same as aforesaid may deduct all reasonable costs, charges and expenses of realization including reasonable commissions for collection and all legal costs on a solicitor and his client basis all of which the undersigned agrees to pay to the Bank.

THE Bank may grant extensions, take and give up securities, accept compositions, grant releases and discharges and generally deal with the said debts and securities and rights in its absolute discretion without consent of or notice to the undersigned, and the Bank shall not be responsible for any loss or damage which may occur in consequence of the negligence of any officer, agent, receiver, sheriff or solicitor employed in the collection or realization thereof or while the debts, claims or securities are in the possession of the Bank.

IF the amounts of any of the said debts and securities and rights be paid to the undersigned, the undersigned (or such one or other of them as shall receive the same) hereby agrees to receive the same as agent of and in trust for the Bank and forthwith to pay over the same.

THE UNDERSIGNED covenants not to substitute or modify any of the undersigned's rights under the debts, claims or securities, by agreement or otherwise, without the written consent of the Bank, and any substitution or modification not consented to may at the option of the Bank be treated as an act of default hereunder and under any other agreement between the undersigned and the Bank.

THE UNDERSIGNED hereby undertakes to do such other things and sign such further instruments as may from time to time be required by the Bank or any officer or solicitor thereof to vest in the Bank the said debts and securities and rights hereby assigned and transferred or agreed to be assigned and transferred, or to collect the same, and the Bank and its Officers are and each of them is irrevocably appointed attorneys or attorney to execute in the name and on behalf of the undersigned and the heirs or devisees, executors or administrators of the undersigned any assignment or other instrument for the said purpose and the said power of attorney shall not be revoked by the death of the undersigned.

THIS assignment is in addition to and not in substitution for any former assignment and shall not be merged in any subsequent assignment.

THE UNDERSIGNED waives receipt of any financing statement registered by the Bank and any confirmation of registration.

THE UNDERSIGNED acknowledges receipt of a copy of this General Assignment of Debts.

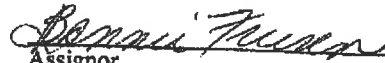
This Assignment was executed on the 24th day of March 2011 (year).

Executed in the presence of:

Witness



Can-Am Genetics Inc.


Assignor

Applicable only in
Alberta, British
Columbia,
Manitoba, New
Brunswick, Nova
Scotia,
Newfoundland,
Prince Edward
Island and
Saskatchewan.

Type or print
exact name of
customer and if
executed by a
company with a
corporate seal,
the corporate seal
should be affixed.

Witness

Assignor

This is **Exhibit “Y”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

CAN-AM GENETICS INC.
BOX 278, 101 2ND STREET
OAKVILLE, MANITOBA
R0H 0Y0

FEB. 28, 20 11

BMO BANK OF MONTREAL
3RD FLOOR, 335 MAIN STREET
WINNIPEG, MANITOBA
R3C 1C2

Dear Sirs/Mesdames:


Re: Section 427 Bank Act Security Documents

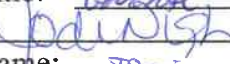
This is your irrevocable authority to do the following acts in connection with our Section 427 *Bank Act* security documents on our behalf and as our duly authorized agents:

1. date them a date that is subsequent to the date of filing of the Notice of Intention to Give Security under Section 427 of the *Bank Act*; and
2. insert all other appropriate reference dates as you see fit.

It is understood and agreed that the Section 427 *Bank Act* security documents described herein shall not become operative and take effect until they have been dated by the Bank as provided above and they shall be deemed to have been delivered and given to the Bank pursuant to Section 427 of the *Bank Act* as of the date designated by the Bank pursuant to paragraph one of this letter.

CAN-AM GENETICS INC.

By:  _____
 Name: BRAD CLARK
 Title: GOVERNOR MANITOBA

By:  _____
 Name: JODI NISH
 Title: COMPTROLLER



Notice for Registration Under Sec. 427 of the Bank Act

PORTAGE LA PRAIRIE, MANITOBA
Branch

05457-001
Transit

Notice of Intention

- (1) Name(s) in full, including initials
- (2) Do not use abbreviations, except where they appear in Company's registered name.

To Whom It May Concern: CAN-AM GENETICS INC.

Name of Person (1), Firm (2) or Company
BOX 278, 101 2ND STREET OAKVILLE MANITOBA R0H 0Y0
P.O. Address

hereby gives notice that it is their intention to give security under Sec. 427 of the Bank Act to the Bank of Montreal.

Dated at OAKVILLE MAN this 28th day of FEB. 2011 (year).

CAN-AM GENETICS INC.
(Name of Entity)

By: [Signature]
 Name: BOB CRAMER
 Title: General Manager

By: [Signature]
 Name: Jodi Nish
 Title: Controller

© Registered trade-marks of Bank of Montreal

01261805

NOTICE RECEIVED / PRÉAVIS REÇU
 MAR 04 2011 09:12 a.m.
 CANADIAN SECURITIES REGISTRATION SYSTEMS
 Authorized Section 427 Bank Act
 Registrar for Bank of Canada
 Bureau d'enregistrement autorisé de la
 Banque du Canada conformément à
 l'article 427 de la Loi sur les banques.
 Central Processing Facility
 PROVINCE OF: MB
 Pour / For Registrar: R. Conway

To the
Bank of Montreal
PORTAGE LA PRAIRIE, MANITOBA

The Bank is hereby requested by the undersigned to grant and continue certain credit facilities (whether by loans, the acceptance of our bills of exchange, or otherwise) and to make loans or advances to the undersigned thereunder on the security of all property of the kind(s) hereinafter described of which the undersigned is now or may thereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit
ALL THE DEBTOR'S INTEREST BOTH PRESENT AND FUTURE IN ALL LIVESTOCK INCLUDING THE NATURAL INCREASE AND SUBSTITUTION THEREOF.

and/or on the security of warehouse receipts and/or bills of lading covering such property.

And the undersigned promise(s) and agree(s) to give the Bank security for all loans and advances by the Bank to the undersigned pursuant to this application for credit and promise to give security and any application(s) for credit and promise(s) to give security supplemental hereto, by way of assignment under Section 427 of the Bank Act covering all the property aforesaid which is now or may hereafter be in the place or places hereinafter designated, to wit

IN THE BARNS, CORRALS, FEEDLOTS, GRANARIES, FIELDS, PASTURES OR RANGES SITUATED ON:

Bagot Barn: RM of North Norfolk -Lot/Section DES SE16 11 9W

St. Andrews Barn: RM of St. Andrews-Lot/Section DES NW20 16 4E ; Lot/Section SW20 16 4E

Prairie Sun Nucleus Barn – RM of Daly -Lot/Section DES NW21 12 22W; Lot/Section DES SW21 12 22W

or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

The undersigned promise(s) and agree(s) to give the Bank from time to time and as often as requested by the Bank warehouse receipts and/or bills of lading covering all the property aforesaid or any part thereof which is now or may hereafter be covered by warehouse receipts or bills of lading, as security for all the said loans and advances.

And the undersigned will pay the Bank all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the undersigned or in attempting so to do.

The undersigned hereby appoint(s) the person for the time being acting as manager of the above-mentioned branch of the Bank the attorney of the undersigned, on behalf of the undersigned to give from time to time to the Bank any and all security mentioned above and to sign or endorse and deliver any and all instruments and documents in connection therewith.

The Bank may from time to time take from the undersigned notes representing the said loans and advances or any part thereof; and any notes so taken shall not extinguish or pay the indebtedness created by such loans and advances but shall represent the same only.

No security acquired by the Bank shall be merged in any subsequent security or be taken to be substituted for any security previously acquired.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED at DAKVILLE, MAW the 7th day of MARCH, 2011.

CAN-AM GENETICS INC.

(Name of Entity)

By:  _____

Name: _____

Title: _____

By:  _____

Name: _____

Title: _____

® Registered trade-marks of Bank of Montreal

To the
BANK OF MONTREAL:

In consideration of the loan(s) or advance(s) being made and/or to be made hereafter by the BANK OF MONTREAL (hereinafter called "the Bank") to the undersigned (hereinafter called "the Customer") the Customer agrees with the Bank as follows:

1. All security now or at any time hereafter held by the Bank for the payment of any debt or liability of the Customer (the said security being hereinafter called "the security"), including, without limiting the generality of the foregoing, security by way of warehouse receipt or bill of lading or under Section 427 of the Bank Act, together with all property covered by or comprised in the security (the said property being hereinafter called "the property"), and all proceeds of the security and of the property, shall be continuing collateral security for the payment of such debt or liability and also for the payment of interest thereon and of all costs, charges and expenses of or incurred by the Bank in connection therewith, including solicitor and his own client legal costs, whether in protecting, preserving, possessing, preparing for disposition, disposing of, realizing or collecting the security or the property or attempting so to do or otherwise, and interest thereon at the rate and calculated in the manner agreed upon by the Customer and the Bank, all of which the Customer agrees to pay to the Bank.

2. The Customer shall keep the property insured to its full insurable value against loss or damage by fire, and, if requested by the Bank, against loss or damage from any other cause, with insurers approved by the Bank, and shall assign to the Bank the policies evidencing such insurance or all claims thereunder and/or have the loss made payable to the Bank as the Bank may require and shall deliver the policies to the Bank, and in the event of failure so to do the Bank may but shall not be bound to effect such insurance on the property as it sees fit and the Customer will on demand repay to the Bank the amount of any premiums paid by it with interest thereon at the rate and calculated in the manner agreed upon by the Customer and the Bank.

3. If the Bank surrenders to the Customer the security or the property or any part of either of them, the Customer shall receive the same in trust for and on behalf of the Bank and from time to time shall deal therewith as the Bank may direct and, at the request of the Bank, shall give to the Bank security on the property so surrendered, or covered by the security so surrendered, to the satisfaction of the Bank.

4. Until default by the Customer in payment of all or any part of the indebtedness and liability of the Customer to the Bank, or until notice by the Bank to the Customer to cease so doing, the Customer may sell such property from time to time in the ordinary course of business and remove the same for the purpose of delivery to purchasers thereof. The proceeds of all sales by the Customer of the property or any part thereof, including, without limiting the generality of the foregoing, cash, debts arising from such sales or otherwise, evidences of title, instruments, documents and securities, which the Customer may receive or be entitled to receive in respect thereof, are hereby assigned to the Bank and shall be paid or transferred to the Bank forthwith, and until so paid or transferred shall be held by the Customer in trust for the Bank. Execution by the Customer and acceptance by the Bank of an assignment of book debts or any additional assignment of any of such proceeds shall be deemed to be in furtherance hereof and not an acknowledgement by the Bank of any right or title on the part of the Customer to such book debts or proceeds.

5. The Customer shall at all times duly and seasonably pay and discharge all claims whatsoever in any way secured by or constituting a charge upon the property or any part thereof and particularly, but without limiting the generality of the foregoing, all wages, salaries and other remuneration of all employees employed by the Customer in connection with the business or farm of the Customer in respect of which any property covered by the security is held or acquired by the Customer, and shall from time to time at the request of the Bank exhibit to the Bank evidence of such payment and discharge and obtain and deliver to the Bank such waivers or releases as the Bank may deem necessary to secure to the Bank the priority of its rights in the property.

6. The Customer shall from time to time on demand and to the satisfaction of the Bank deliver to the Bank additional security, and in the event of failure by the Customer so to do or to make due payment to the Bank of any debt or liability or part thereof or to observe any provision of this agreement, the Bank may in its discretion cease or refrain from making loans or advances to the Customer whether under any credit extended by the Bank or otherwise, and all debts and liabilities of the Customer to the Bank shall at the option of the Bank be payable forthwith and without any demand, and the Bank is hereby authorized from time to time to sell at public or private sale or otherwise realize upon the security or any part thereof and all or any of the property whenever and wherever and for such price in money or other consideration and in such manner and upon such terms and conditions as the Bank deems best, the whole without advertisement or notice to the Customer or others and to deal with the proceeds as in this agreement provided or as otherwise agreed, without prejudice to its claim for any deficiency and free from any right of redemption on the part of the Customer which is hereby waived and released, the Customer expressly waiving all and every formality prescribed by custom or by law in relation to any such sale or other realization.

7. The Bank may from time to time, enter upon or into and occupy and use, enjoy and exercise free of charge and to the exclusion of all others, including the Customer, any and all premises and property (real and personal, immovable and movable) and rights, powers and privileges of or used, enjoyed or exercised by the Customer in connection with the property or any part thereof or in or upon which the same may be (not being the premises of a warehouseman or carrier) until the property shall be fully realized upon, and may from time to time appoint a receiver, receiver-manager or agent to act for the Customer, for whose acts the Customer alone shall be responsible, and the Customer shall have no power to revoke such appointment or determine such agency. Such receiver, receiver-manager or agent shall have and may exercise all the powers, rights and discretions granted to the Bank by this agreement and the Bank and any such receiver, receiver-manager or agent shall have the right from time to time in the name of the Customer to exercise any and all of the Customer's rights, powers and privileges of every kind and to do all acts and things which the Customer could do if acting, for the purpose of completing, selling, shipping or otherwise dealing with the property in such manner as the Bank may deem best for the purpose of realizing upon the security.

8. Any promissory note or bill of exchange received by the Bank together with any securities or documents attached thereto or received therewith shall be subject to the terms of this agreement and the Bank and holders for the time being of any such bill or note may at any time before or after its maturity and whether or not it has been dishonoured accept payment and deliver the securities or documents or accept partial payment from time to time and thereupon release part of the securities or of the property covered by the documents or any of them.

9. The Bank may from time to time apply

- (a) all payments which it receives,
- (b) the proceeds of sales by the Customer of the property or any part thereof, and
- (c) the proceeds of realization of any part of the security or of the property which are applicable generally to the debts and liabilities of the Customer to the Bank,

against, or as the Bank deems best, hold the same with all the powers, rights and discretions conferred on it by this agreement or otherwise, as continuing collateral security for the fulfilment of any or all obligations, present or future, direct or indirect, absolute or contingent, matured or not, of the Customer to the Bank whether arising from agreement or dealings between the Bank and the Customer or from any agreement or dealings with any third person by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety, and any such application by the Bank may, in whole or in part, be changed by the Bank from time to time as it deems best.

The proceeds of realization of any part of the security or of the property which are applicable only to part of the debts and liabilities of the Customer to the Bank shall first be applied to such part of the debts and liabilities, and any surplus remaining after payment of such part may from time to time be held or applied by the Bank for the purposes set out in and in accordance with the preceding paragraph of this Clause 9.

10. The Bank may release, compromise, settle and adjust any claim, dispute or difference which may arise in respect of the security or of the property or the proceeds of either of them and may grant extensions of time and indulgences. The Bank may use any Clearing Houses established by The Canadian Bankers' Association and in all dealings with the Customer's accounts and with instruments may act pursuant to the rules and regulations under which such Clearing Houses are operated.

11. The Customer shall from time to time execute, draw, endorse and deliver all such instruments and documents and do all such acts and things as the Bank may deem necessary or desirable for the purpose of perfecting the title of the Bank to the security of the property or the proceeds of either of them or of carrying into effect any or all of the provisions of this agreement or of securing the fulfilment of such obligations as aforesaid of the Customer to the Bank. The Customer hereby appoints the Bank and its Vice-Presidents, Inspectors, Managers and persons for the time being acting as managers of branches of the Bank where an account of the Customer may be kept and any person or persons from time to time named by the Bank for the purposes hereinafter mentioned, and any one of them acting alone, the Attorneys and Attorney of the Customer with full power of substitution from time to time for and in the name of the Customer to do whatsoever the said Attorneys or Attorney may deem expedient for the purpose of carrying into effect any or all of the provisions of this agreement, and this appointment being made in consideration of a loan or loans, advance or advances, by the Bank to the Customer shall be irrevocable and shall be of full force and effect whenever and so often as any loan or advance by the Bank to the Customer is unpaid or any such obligation as aforesaid to the Bank is unfulfilled and notwithstanding any occurrence or event which would otherwise terminate such agency. Every power, right and discretion vested by law in the Bank or conferred upon it by this agreement may be exercised on its behalf by the said officers or acting officers of the Bank or any person from time to time named by the Bank for such purpose, and any one of them acting alone.

12. The Bank shall not be responsible for any failure to exercise or enforce or for any delay in the exercise or enforcement of any powers, rights or discretions of the Bank, including the failure to take steps to preserve rights against other persons nor for any act, default or misconduct of any agent, officer, employee or servant of the Bank and the Bank shall be accountable only for such moneys as it shall actually receive. The Bank shall not be responsible for any loss or damage to the property while in the possession of the Bank, a receiver or a sheriff, whether due to the negligence or other default of any of them or otherwise, and specifically the Bank shall not be obligated to preserve, repair, process, or prepare for disposition any of the property.

13. Any notice to or demand upon the Customer shall be sufficiently given if despatched by post addressed to the Customer at the address of the Customer as shown by the books kept in relation to the account of the Customer at the branch of the Bank from which notice or demand is despatched and shall be deemed to have been received by the Customer at the time when in the ordinary course of post it would be expected to reach the said address.

14. The benefit of all rules of law or equity and compliance with any statutory provisions now or hereafter in force inconsistent with any of the provisions of this agreement are hereby waived by the Customer.

15. The provisions hereof shall be in addition to all other remedies of the Bank existing in law and to all rights under agreements heretofore given and no sale or delivery by the customer of the property or any part thereof shall prejudice or affect the rights however arising of the Bank in or with respect to property so sold or delivered, and this shall be a continuing agreement and all its provisions shall extend to all loans and advances to the Customer by the Bank and all obligations of the Customer to the Bank at any time outstanding and to the security and the property as they may exist from time to time and all proceeds thereof; and every loan and advance heretofore, now or hereafter made shall be deemed to have been made upon the agreements herein contained.

16. This agreement shall be binding upon and enure to the benefit of the Customer and the Bank and the heirs, executors and administrators or successors and assigns, as the case may be, of each of them.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Dated at OAKVILLE, MA, this 7th day of MARCH, 2011.

CAN-AM GENETICS INC.
(Name of Entity)

By:

Name: BRAD CHAMBERLAIN

Title: General Mgr

By:

Name: JODI NIELSEN

Title: Comptroller

® Registered trade-marks of Bank of Montreal

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned hereby assigns to the BANK OF MONTREAL (hereinafter called "the Bank") as continuing security for the payment of all loans and advances made or that may be made by the Bank to the undersigned from the 7th day of MARCH, 2011 pursuant to the application for credit and promise to give security made by the undersigned to the Bank and dated the 7th day of MARCH, 2011, and any application(s) for credit and promise(s) to give security supplemental thereto made or that may be made by the undersigned to the Bank or renewals of such loans and advances or substitutions therefor and interest on such loans and advances and on any such renewals and substitutions, all property of the kind(s) hereinafter described of which the undersigned is now or may hereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit, - (describe the property assigned)

ALL THE DEBTOR'S INTEREST BOTH PRESENT AND FUTURE IN ALL LIVESTOCK INCLUDING THE NATURAL INCREASE AND SUBSTITUTION THEREOF.

and that is now or may hereafter be in the place or places hereinafter, designated, to wit, - (designate the place or places)

IN THE BARNS, CORRALS, FEEDLOTS, GRANARIES, FIELDS, PASTURES OR RANGES SITUATED ON:

Bagot Barn: RM of North Norfolk -Lot/Section DES SE16 11 9W

St. Andrews Barn: RM of St. Andrews-Lot/Section DES NW20 16 4E ; Lot/Section SW20 16 4E

Prairie Sun Nucleus Barn – RM of Daly -Lot/Section DES NW21 12 22W; Lot/Section DES SW21 12 22W

or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

This security is given under the provisions of section 427 of the Bank Act.

The property now owned by the undersigned or in respect of which the undersigned now has or may hereafter acquire rights and hereby assigned is free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank, and the undersigned warrants that the property that may hereafter be acquired by the undersigned and is hereby assigned shall be free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. *Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.*

DATED at OAKVILLE, MAN the 7th day of MARCH, 2011.

CAN-AM GENETICS INC.
(Name of Entity)

By: x 

Name: Brian Clamed

Title: General Manager

By: 

Name: Jodi Nish

Title: COMPTROLLER

Confirmation Letter / Lettre de confirmation

Teranet Collateral Management Solutions Corporation / Teranet Solutions de gestion des garanties
Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8
Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la
Loi sur les banques.

Pitblado LLP
Commodity Exchange Tower
#2500 - 360 Main Street
Winnipeg, Manitoba
R3C 4H6

2023/02/22 11:37 AM EST

Ref / Objet: 05422527 638/400

Tel/Tél: 1-204-956-0560
Fax/Télécopie: 1-204-957-0227

Attn: E. Scott Ransom
Acct# 4140

Dear Sir / Madam

Monsieur / Madame

Re: Bank Act Security - Section 427

Objet: Garanties données en vertu de la Loi sur les banques -
article 427

We have processed your request(s) and hereby confirm
the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous
vous faisons part des résultats suivants: (* voir ci-dessus).

Reference

Reference

(2) A search has been made of the notice of intention
under the Bank Act registered in the province of
Manitoba. As at the date and time above, our records
indicate the following.

(2) Nous avons examiné les préavis qui se rapportent aux
garanties données en vertu de la Loi sur les banques et qui
sont enregistrés pour la province de: Manitoba. À la date et à
l'heure indiquées ci-dessus.

Your search for the company

Votre recherche pour la société

Can-Am Genetics Inc.

Can-Am Genetics Inc.

returns the following results:

révèle les résultats suivants:

Type	Registration Name	Address	Date	Expires	Number	Bank
Type	Enregistrement au nom de	Adresse	Date	Expires	Numéro	Banque
(2)	Can-Am Genetics Inc.	Post Office Box 278 101 2nd Street Oakville MB R0H0Y0	2011/03/04	2023/12/31 09:12 AM PST*2026/12/31	01261805	Bank of Montreal

For Registrar / Pour le Régistrare

We acknowledge receipt of fees as follows:

Nous accusons réception des droits prescrits dont les
montants s'établissent comme suit:

This is **Exhibit "Z"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with CAN-AM GENETICS INC. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of **FOUR HUNDRED THOUSAND—Dollars \$400,000.00** plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

*Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Manitoba and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause
applies to
the Province
of Québec
only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED as of February 23, 2011.

GENESUS INC.
(Name of Entity)

By: [Signature]
Name: Mark Robinson
Title: General Mgr
By: [Signature]
Name: Bob Nichol
Title: Comptroller

® Registered trade-marks of Bank of Montreal

THE KING'S BENCH
WINNIPEG CENTRE

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents.

FILED FEB 12 2024

AFFIDAVIT OF ED BARRINGTON
AFFIRMED FEBRUARY 9th, 2024
VOULME 2 OF 2

PITBLADO LLP
2500 - 360 Main Street
Winnipeg, MB R3C 4H6


Catherine E. Howden / Madison Laval

Phone No. 204-956-0560
Fax No. 204-957-0227

(File No. 638/400)

This is **Exhibit “AA”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

PRIORITY AGREEMENT

TO **BANK OF MONTREAL ("the Lender")**

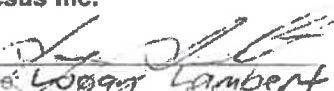
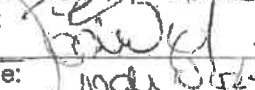
RE **Can-Am Genetics Inc. ("the Debtor")**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, we confirm and agree as follows:

- 1) We hold a security interest in certain personal property of the Debtors, represented by the financing statement registered under the Personal Property Security Act (Manitoba) (the "PPSA") and bearing file number and registration number shown on Schedule A appended hereto.
- 2) We understand that the debtor has given security interests to the Lender in all of the Debtor's personal property pursuant to a security agreement in respect of which a financing statement was registered under the PPSA and which bears the file number and registration number shown on Schedule B appended hereto (the "Lender's Security").
- 3) We hereby subordinate and postpone all our right, title and interest in the personal property of the Debtor (and in the proceeds of all of the same) in which we hold a security interest pursuant to our registration mentioned above (including any insurance proceeds) in favour of all of the right, title, interest of the Lender therein pursuant to the Lender's Security. Accordingly the Lender shall have priority with respect to all of such collateral. Our Security is limited to our authorized financing amount, which is \$ _____
- 4) We agree that if we obtain a security interest or charge of any nature or kind whatsoever in any present or future personal property of the Debtor after the date hereof, we will not rely on our existing PPSA registration referred to in paragraph 1 above to perfect such security interest or charge or to claim priority over the Lender's Security.
- 5) The foregoing subordinations and postponement with respect to the Debtor will apply in all events and in all circumstances and notwithstanding (i) the dates of execution, attachment, registration of perfection of any security held by the Lender or ourselves, (ii) the dates of any advances made to the Debtor by the Lender or ourselves, and (iii) the dates of default by the Debtor.

Dated this 9th day of April, 2018

Genesis Inc.

per: 
Name: Logan Lambert
Title: _____
per: 
Name: Rodu Bize
Title: _____

SCHEDULE A

PPSA file number and registration number of

Registration Number
200806890005

Registered Date
2008-04-17

SCHEDULE B

PPSA file number and registration number of
BANK OF MONTREAL

Registration Number
201102740306

Registration Date
2011-02-22

This is **Exhibit “BB”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. Laal', is written above a horizontal line.

A Notary Public in and for the Province of Manitoba

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with CAN-AM GENETICS INC. (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of ~~FOUR HUNDRED THOUSAND~~ Dollars \$400,000.00 plus interest thereon at a rate of 3.00 per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of MANITOBA and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).


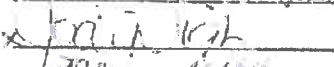
IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause
applies to
the Province
of Québec
only

DATED as of February 23, 2011.

GENESUS GENETICS, INC.
(Name of Entity)

By: 
Name: Brian Adams
Title: General Manager
By: 
Name: Kristin Kirk
Title: Manager

This is **Exhibit “CC”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. Leal', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

Business Debtor

Search by Business Debtor

Date: 2024-01-18
 Time: 7:22:54 AM
 Transaction Number: 10271965748
 User ID: Pam Anderson

Business Name: Genesis Inc.

Account Balance: \$5,714.50

2 exact matches were found.

1 similar match was found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. GENESUS INC.	1
2. Genesis Inc.	3

1. GENESUS INC.

1.1 GENESUS INC.: Registration 201805918808 (2018-04-09 2:20:06 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2033-04-09
Debtor Address	PO BOX 278 OAKVILLE, ON Canada R0H 0Y0
Secured Parties (party code, name, address)	Bank of Montreal/Banque de Montreal 250 Yonge Street Toronto, ON Canada M5B 2L7
General Collateral Description	LF32 All debts and other intangibles, chattel paper, documents of title, instruments, securities and security interest (all such terms having the meaning of such terms in the personal property security act and herein collectively called the "said debts and securities") now due or hereafter to become due to the debtor or which now are or may hereafter become vested in the debtor and all proceeds and other rights and benefits in respect thereof. All books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all or any of the debts and securities and rights hereby transferred or agreed to be transferred. Any and all claims and other rights for insurance against loss by fire, water, misappropriation or otherwise to the real or personal property of the debtor.
Change History	Registration Number: 202304381118 (2023-03-22 9:46:51 AM) Sections Changed: Expiry Date Registration Number: 202302901319 (2023-02-24 9:49:53 AM) Sections Changed: Expiry Date

2. Genesis Inc.

2.1 Genesis Inc.: Registration 202307846103 (2023-05-16 11:25:43 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-12-31
Debtor Address	Box 278 101 2nd Street Oakville, Manitoba Canada R0H 0Y0
Secured Parties (party code, name, address)	Farm Credit Canada Loan Administration, 1200, 10250 - 101 Street Edmonton, Alberta Canada T5J 3P4
General Collateral Description	The security interest is taken, pursuant to an Assignment, Postponement and Subordination Agreement provided by the Debtor to the Secured Party, in all indebtedness (including all monies and other proceeds represented thereby or realized therefrom), both present and future, of Can-Am Genetics Inc. to the Debtor.

2.2 Genesis Inc.: Registration 201102738905 (2011-02-22 2:09:42 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-02-22

Debtor Address	Box 278, 101 2nd Street Oakville, Manitoba Canada R0H 0Y0
Secured Parties (party code, name, address)	Bank of Montreal 3rd Floor, 335 Main Street Winnipeg, Manitoba Canada R3C 1C2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 202021136613 (2020-12-17 5:31:56 PM) Sections Changed: Expiry Date
	Registration Number: 201600255210 (2016-01-06 2:25:18 PM) Sections Changed: Expiry Date

2.3 Genesis Inc.: Registration 200817992802 (2008-09-15 2:33:54 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2029-05-01
Debtor Address	Box 278 101 2nd Street Oakville, Manitoba Canada R0H 0Y0
Secured Parties (party code, name, address)	Farm Credit Canada Loan Administration, 1200, 10250 - 101 Street Edmonton, Alberta Canada T5J 3P4
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property. The security interest is taken, pursuant to an Assignment, Postponement and Subordination Agreement provided by the Debtor to the Secured Party, in all indebtedness (including all monies and other proceeds represented thereby or realized therefrom), both present and future, of Can-Am Genetics Inc. to the Debtor.
Change History	Registration Number: 202307847916 (2023-05-16 11:43:11 AM) Sections Changed: General Collateral Description
	Registration Number: 201902082110 (2019-02-08 8:47:02 AM) Sections Changed: Expiry Date
	Registration Number: 201405038710 (2014-03-27 8:44:56 AM) Sections Changed: Business Debtors, Expiry Date

END OF EXACT MATCHES

Business Debtor

Search by Business Debtor: 1 similar match was found.

Business Debtor Name	No. of Registrations
1. GENESUS INC	1

1. GENESUS INC

Include in Printed Search Results

1.1 GENESUS INC: Registration 202211629500 (2022-07-12 11:13:28 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2027-07-12
Special Notices	Purchase Money Security Interest, Trust Indenture
Debtor Address	101 SECOND ST, BOX 278 OAKVILLE, MB Canada R0H0Y0
Secured Parties (party code, name, address)	MASTERFEEDS INC 1020 Hargrieve Rd London, ON Canada N6E1P5
General Collateral Description	NOT LIMITED TO, ALL CURRENTT AND FUTURE ASSETS AQIRED BY THE DEBTOR. ANY AND ALL CLAIMS AND OTHER RIGHTS FOR INSURANCE AGAINST LOSS BY FIRE, WATER, MISAPPROPRIATION OR OR OTHERWISE TO THE REAL OR PERSONAL PROPERTY OF THE DEBTOR

This is **Exhibit “DD”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. Lacl', is written above a horizontal line.

A Notary Public in and for the Province of Manitoba

Business Debtor

Search by Business Debtor

Date: 2024-01-18
Time: 7:21:27 AM
Transaction Number: 10271965739
User ID: Pam Anderson

Business Name: Can-Am Genetics Inc.

Account Balance: \$5,726.50

1 exact match was found.

1 similar match was found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. Can-Am Genetics Inc.	1

1. Can-Am Genetics Inc.

1.1 Can-Am Genetics Inc.: Registration 201102740306 (2011-02-22 2:25:44 PM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-02-22
Debtor Address	Box 278, 101 2nd Street Oakville, Manitoba Canada R0H 0Y0
Secured Parties (party code, name, address)	Bank of Montreal 3rd Floor, 335 Main Street Winnipeg, Manitoba Canada R3C 1C2
General Collateral Description	*The security interest is taken in all of the debtor's present and after-acquired personal property.
Change History	Registration Number: 202021136516 (2020-12-17 5:30:19 PM) Sections Changed: Expiry Date
	Registration Number: 201600255016 (2016-01-06 2:24:15 PM) Sections Changed: Expiry Date

END OF EXACT MATCHES

Business Debtor

Search by Business Debtor: 1 similar match was found.

Business Debtor Name	No. of Registrations
1. CAN-AM GENETICS INC	1

1. CAN-AM GENETICS INC

Include in Printed Search Results

1.1 CAN-AM GENETICS INC: Registration 201918699606 (2019-10-30 8:40:36 AM)	
Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-10-30
Debtor Address	101 2ND STREET OAKVILLE, MB Canada R0H0Y0
This registration is jointly registered with these individual debtors (surname, first given name, second given name)	LONG, JAMES, RONALD
Secured Parties (party code, name, address)	KUBOTA CANADA LTD 5900 14TH AVE MARKHAM, ON Canada L3S4K4
General Collateral Description	2019 KUBOTA #L4060HSTRC 42589 2019 KUBOTA *LA805 A6971 2019 KUBOTA RCR1272 PRINCIPAL AMOUNT \$39,950.00

This is **Exhibit “EE”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. Loal', is written over a horizontal line.

A Notary Public in and for the Province of Manitoba

Business Debtor

Search by Business Debtor

Date: 2024-01-18
 Time: 7:24:27 AM
 Transaction Number: 10271965766
 User ID: Pam Anderson

Business Name: Genesis Genetics, Inc.

Account Balance: \$5,702.50

1 exact match was found.

0 similar matches were found.

EXACT MATCHES

Business Debtor Name	No. of Registrations
1. GENESUS GENETICS, INC.	1

1. GENESUS GENETICS, INC.

1.1 GENESUS GENETICS, INC.: Registration 201103846701 (2011-03-11 2:43:38 PM)

Registered under	The Personal Property Security Act
Expiry Date (YYYY-MM-DD)	2026-03-10
Debtor Address	BOX 278, 101 2ND STREET OAKVILLE, MANITOBA Canada R0H 0Y0
Secured Parties (party code, name, address)	BANK OF MONTREAL 335 MAIN STREET, 3RD FLOOR Winnipeg, MB Canada R3C 1C2
General Collateral Description	<p>*The security interest is taken in all of the debtor's present and after-acquired personal property.</p> <p>LF131- ALL ITS PRESENT AND FUTURE EQUIPMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL FIXTURES, PLANT, MACHINERY, TOOLS AND FURNITURE NOW OR HEREAFTER OWNED OR ACQUIRED OR IN WHICH THE DEBTOR HAS AN INTEREST AND ANY EQUIPMENT SPECIFICALLY LISTED OR OTHERWISE DESCRIBED IN ANY SCHEDULE HERETO, (ALL OF WHICH IS HERINAFTER COLLECTIVELY CALLED THE "EQUIPMENT"), AND ALL ITS PRESENT AND FUTURE INVENTORY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL RAW MATERIALS, GOODS IN PROCESS, FINISHED GOODS AND PACKAGING MATERIAL AND GOODS ACQUIRED OR HELD FOR SALE OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF RENTAL OR SERVICE (ALL OF WHICH IS HERINAFTER COLLECTIVELY CALLED THE "INVENTORY"), AND ALL ITS PRESENT AND FUTURE DEBTS, INCLUDING, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ACCOUNTS, CONTRACT RIGHTS, CLAIMS, MONIES AND CHOSES IN ACTION OF EVERY NATURE NOW DUE OR HEREAFTER TO BECOME DUE OR OWING TO OR OWNED BY THE DEBTOR (ALL OF WHICH IS HERINAFTER COLLECTIVELY CALLED THE "RECEIVABLES"), AND ALL ITS PRESENT AND FUTURE INTANGIBLES, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL CHATTEL PAPER, GOODWILL, PATENTS, TRADEMARKS, COPYRIGHTS, WAREHOUSE RECEIPTS, BILLS OF LADING, SHARES, WARRANTS, BONDS, DEBENTURES, DEBENTURE STOCK, BILLS, NOTES, INSTRUMENTS, WRITINGS, AND OTHER DOCUMENTS OR INDUSTRIAL PAPER OF EVERY KIND AND NATURE NOW OR HEREAFTER OWNED OR ACQUIRED AS RE-ACQUIRED BY THE DEBTOR OR IN WHICH THE DEBTOR HAS AN INTEREST (ALL OF WHICH IS HERINAFTER COLLECTIVELY CALLED THE "INTANGIBLES" AND, ALL PERSONAL PROPERTY IN ANY FORM OR FIXTURES DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE EQUIPMENT, INVENTORY, RECEIVABLES, INTANGIBLES, PROCEEDS OR UNDERTAKING AND INCLUDES PAYMENT REPRESENTING INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE AFORESAID PERSONAL PROPERTY (ALL OF WHICH IS HERINAFTER COLLECTIVELY CALLED THE "PROCEEDS"), AND ITS UNDERTAKING AND ALL ITS PROPERTY AND ASSETS, REAL AND PERSONAL, MOVEABLE OR IMMOVEABLE, OF WHATSOEVER NATURE AND KIND, BOTH PRESENT AND FUTURE, OTHER THAN PROPERTY AND ASSETS HEREBY VALIDLY ASSIGNED OR SUBJECTED TO A SPECIFIC MORTGAGE AND CHARGE AND THE EXCEPTIONS HERINAFTER CONTAINED (ALL OF WHICH IS HERINAFTER COLLECTIVELY CALLED THE "UNDERTAKING"). THE LAST DAY OF</p>

	ANY TERM OF YEARS RESERVED BY ANY LEASE IS HEREBY EXCEPTED.
Additional Information	LOCATION OF ASSETS - BOX 278, 101 2ND STREET, WINNIPEG, MANITOBA R0H 0Y0
Change History	Registration Number: 202118106310 (2021-10-07 1:36:39 PM) Sections Changed: Business Debtors
	Registration Number: 202117993614 (2021-10-06 10:15:47 AM) Sections Changed: Business Debtors
	Registration Number: 202101039910 (2021-01-20 4:55:15 PM) Sections Changed: Expiry Date
	Registration Number: 201600556210 (2016-01-11 4:44:11 PM) Sections Changed: Expiry Date
END OF EXACT MATCHES	

This is **Exhibit “FF”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. Hoed', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

INTER-CREDITOR PRIORITY AGREEMENT

BETWEEN:

FARM CREDIT CANADA (hereinafter called "FCC")
OF THE FIRST PART

AND:

BANK OF MONTREAL (hereinafter call the "Bank")
OF THE SECOND PART

AND:

GENESUS INC. (hereinafter called the "Borrower")
OF THE THIRD PART

WHEREAS the Bank has extended certain credit facilities to the Borrower or related Borrowers and the Borrower has granted or may grant to the Bank the Bank Security;

AND WHEREAS FCC has extended certain credit facilities to the Borrower or related Borrowers and the Borrower has granted or may grant to FCC the FCC Security;

AND WHEREAS the parties hereto have agreed upon certain priorities as hereinafter described;

AND WHEREAS the Borrower has agreed that it will maintain and deal with its assets in accordance with the provisions hereof;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, the mutual promises herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), the parties hereto agree as follows:

ARTICLE 1.0 – INTERPRETATION

1.1 For the purposes of this Agreement, unless there is something in the subject matter or context inconsistent therewith:

1.2

- (a) "Accounts" means all book accounts and book debts and generally all accounts, claims, judgments, demands and monies now due or owing or accruing due or which may hereafter become due or owing to the Borrower, including claims against the Crown but excluding Proceeds (other than Proceeds of Accounts) and excluding life insurance;
- (b) "Accounts Receivable" means Accounts and Account Records;
- (c) "Account Records" means all contracts, agreements, arrangements, documents, securities, installments, bills, policies, writings, books, records (electronic or otherwise) and papers evidencing or otherwise relating to Accounts;
- (d) "Applicable Province" means the Province of Manitoba;
- (e) "Bank Debt" means all indebtedness, obligations and liabilities of the Borrower to the Bank, whether direct or indirect, absolute or contingent, secured or unsecured, due or to become due, now existing or hereafter arising and howsoever evidenced;

- (f) **"Bank Security"** means all Encumbrances (whether now existing or created in future) affecting any assets of the Borrower (whether present or future) and held by the Bank to secure the Bank Debt or any part thereof;
- (g) **"Business Day"** means any day except Saturday, Sunday or a statutory holiday;
- (h) **"Creditors"** means, collectively, the Bank and FCC and **"Creditor"** means either of them;
- (i) **"Encumbrance"** means any mortgage, lien, pledge, assignment, charge, security interest, title retention agreement, lease, hypothec, levy, execution, seizure, attachment, garnishment, right of distress or other claim in respect of property of any nature or kind whatsoever howsoever arising (whether consensual, statutory or arising by operation of law or otherwise) and includes any bond, debenture or similar instrument issued under a deed of trust or similar instrument which constitutes an Encumbrance;
- (j) **"Equipment"** means all goods now or hereafter owned by the Borrower other than accounts receivable, inventory or consumer goods, and any item or part thereof including all tools, apparatus, equipment, machinery and vehicles and all accessories, additions and accessions thereto but specifically excluding any equipment that has or may become affixed to real property or buildings thereupon, constructed or placed on the real property or buildings thereupon, and all accessions and appurtenances thereto;
- (k) **"FCC Debt"** means all indebtedness, obligations and liabilities of the Borrower to FCC, whether direct or indirect, absolute or contingent, secured or unsecured, due or to become due, now existing or hereafter arising and howsoever evidenced;
- (l) **"FCC Security"** means all Encumbrances (whether now existing or created in future) affecting any assets of the Borrower (whether present or future) and held by FCC to secure the FCC Debt or any part thereof;
- (m) **"Inventory"** means all inventory of whatever kind now or hereafter owned by the Borrower and all increases, substitutes, replacements, additions, and accessions thereto and products thereof, including without limitation, all goods, merchandise, raw materials, goods in process, finished goods, packaging and packing material and other tangible personal property now or hereafter held for sale, lease, rental or resale or that are to be furnished under a contract of service or that are to be used or consumed in the business of the Borrower;
- (n) **"Inventory Instruments"** means all contracts, agreements, documents and instruments of any nature whatsoever in which the Borrower now or hereafter has or acquires an interest relating to the purchase or sale of Inventory;
- (o) **"PPSA"** means the *Personal Property Security Act* of the Applicable Province;
- (p) **"Proceeds"** means identifiable or traceable personal property in any form derived directly or indirectly from any dealing with any assets of the Borrower or the Proceeds therefrom, including without limitation any payment representing indemnity or compensation for loss of or damage to any such assets or the Proceeds therefrom (such as under insurance or expropriation);
- (q) **"Realty"** means all real and immoveable property, now or hereafter owned or leased by the Borrower, including the Borrower's interest in all buildings,

erections, and fixtures now or hereafter constructed or placed thereon and all accessions and appurtenances thereto;

(r) **"Securities"** means, collectively, the FCC Security and the Bank Security and **"Security"** means any of the Securities.

- 1.3 The division of this Agreement into articles, sections and subsections and the insertion of headings exist only for convenience and shall not affect the construction or interpretation hereof.
- 1.4 Except as expressly provided herein, terms which are defined in the PPSA shall have the same meaning where used herein.
- 1.5 "This Agreement", "herein", "hereof", "hereby", "hereunder" and similar expressions mean and refer to this Agreement in its entirety and not to any particular article, section, subsection or other subdivision hereof.
- 1.6 Words importing the singular number only include the plural and vice versa and words importing gender shall include all genders and words importing persons include individuals, partnerships, Borrowers, trusts, unincorporated associations, joint ventures, governmental agencies and other entities.
- 1.7 Where pursuant to this Agreement a Creditor has priority over another Creditor in respect of certain assets, the first-mentioned Creditor may be referred to herein as the "Prior Creditor", the second-mentioned Creditor may be referred to herein as the "Subordinate Creditor" and the assets in question may be referred to herein as the "Particular Assets".
- 1.8 Any reference herein to an interest (including an ownership interest) of the Borrower in any property or assets includes any right, title or interest of the Borrower of any nature or kind in or relating to such property or assets, including without limitation rights under a lease, conditional sale agreement, title retention agreement or licence.

ARTICLE 2.0 – CONSENT

- 2.1 Each Creditor hereby consents to the creation, issue, execution, delivery and registration of the Securities of the other Creditor and agrees that the creation, issue, registration, filing and existence of the same shall not constitute an event of default under the Securities of the first-mentioned Creditor.
- 2.2 The Borrower concurs in and agrees to the terms and provisions of this Agreement and shall maintain and deal with all its assets and undertaking in accordance with this Agreement.

ARTICLE 3.0 – PRIORITIES

- 3.1 With respect to **Accounts, Accounts Receivable, Inventory and Inventory Instruments and their Proceeds**, the Securities shall rank in descending order of priority as follows:
 - (a) First, the Bank Security to the extent of the Bank Debt and all reasonable costs and expenses of enforcement and realization upon the Bank; and
 - (b) Second, the FCC Security to the extent of the FCC Debt and all reasonable costs and expenses of enforcement and realization upon the FCC Security.

- 3.2 With respect to **Realty and Equipment**, the Securities shall rank in descending order of priority as follows:
- (a) First, the FCC Security to the extent of the FCC Debt and all reasonable costs and expenses of enforcement and realization upon the FCC Security; and
 - (b) Second, the Bank Security to the extent of the Bank Debt and all reasonable costs and expenses of enforcement and realization upon the Bank Security.

ARTICLE 4.0 – ACCESS

- 4.1 The parties hereto shall permit each Creditor and its agents, employees and representatives access at all reasonable times to any property or assets of the Borrower subject to an Encumbrance in favour of such Creditor to view the same and to obtain access to the same, including the right (at the Borrower's expense) to make copies of or extracts from any books of account and all records, ledgers, reports, documents and other writings relating to such property and assets, and to permit the Prior Creditor, after the provision of any notice pursuant to Section 7.1 hereof and subject to the terms hereof, to remove the Particular Assets from the Realty or any other premises of the Borrower at all reasonable times without interference (except Account Records which the Prior Creditor shall copy only, unless such removal is required for enforcement proceedings in which case the Prior Creditor shall thereafter provide the Subordinate Creditor reasonable access to such Account Records or copies thereof), provided that such Creditor shall at its expense promptly repair or provide compensation for any actual physical injury caused to the Realty or any other premises of the Borrower by such removal (excluding, for certainty, diminution of the value of the Realty or other premises caused by the absence of such removed property or assets or by the necessity for replacement) and the Borrower waives any right to require security for the costs of such repair or compensation.

ARTICLE 5.0 – PROCEEDS AND RECEIPTS OF ASSETS

- 5.1 All Proceeds resulting from the enforcement of or realization on any of the Encumbrances constituted by the Securities will be divided or otherwise dealt with in such a way so as to give effect to the provisions of this Agreement and the priorities created or intended to be created and established hereby.
- 5.2 If a Subordinate Creditor receives or comes into possession of any Particular Assets (including Proceeds), the Subordinate Creditor shall hold the Particular Assets in trust for the Prior Creditor and shall forthwith deliver or pay the Particular Assets to the Prior Creditor.
- 5.3 The Bank may continue to operate the Bank accounts of the Borrower in the ordinary course of business until receipt of notice from FCC that the Borrower is in default under the FCC Security and that FCC intends to enforce the FCC Security. Upon receipt of the aforescribed notice, any proceeds of the FCC Security which are in the Bank account of the Borrower at the time of receipt of such notice or any proceeds that are deposited thereafter, shall be subject to the terms of this Agreement. If the Bank receives a notice of enforcement of security from FCC, the Borrower hereby authorizes the Bank to place the Borrower's Bank accounts on restraint or otherwise deal with the accounts in such a manner as the Bank may, in its sole discretion deem advisable in order to give effect to the priorities established in this Agreement.
- 5.4 Except as expressly provided in this Article 5.0 or elsewhere in this Agreement, no Creditor shall be accountable to any other Creditor for the receipt of any Proceeds.

ARTICLE 6.0 – INFORMATION DISCLOSURE

- 6.1 Each Creditor shall provide to the other Creditor from time to time upon request full information and particulars as to the amounts owing by the Borrower to that Creditor, the location of all branches of the Bank where the Borrower holds accounts, the performance by the Borrower of its obligations to that Creditor and any other information which the party requesting the same deems material. The Borrower consents to such disclosure.
- 6.2 FCC hereby agrees to forthwith provide the Bank with written notice of any default under the FCC Security or any credit or other agreement between the Borrower and FCC and of any intention to enforce its rights under the FCC Security. The Bank agrees to provide FCC with notice of a default under the Bank Security and any credit or other agreement between the Borrower and the Bank and of its intention to enforce its rights under the Bank Security. Neither the Bank nor FCC shall be liable to the other for any accidental omission to provide such notice.
- 6.3 Each of the Bank and FCC agree to co-operate with and assist the other in respect of its realization on the assets of the Borrower charged by their respective security.

ARTICLE 7.0 – REALIZATION

- 7.1 If a Creditor makes demand or accelerates the time for payment of any indebtedness of the Borrower or takes or obtains possession of any assets of the Borrower, or gives notice to the Borrower of intention to enforce security or commences proceedings in court or otherwise for the enforcement of any Securities or collection of any indebtedness of the Borrower, such Creditor shall forthwith (within one business day) give the other Creditor notice thereof and shall from time to time promptly provide any other Creditor at its request full information concerning the status of any action taken by such Creditor against the Borrower or any of its assets. However, no Creditor shall have any liability for an inadvertent breach of this Section.
- 7.2 No Creditor shall be required to realize against any assets of the Borrower under its Securities for the benefit of any other Creditor.

ARTICLE 8.0 – GENERAL

- 8.1 This Agreement shall as between the Creditors evidence and govern the priorities of the Securities in all respects and regardless of the priorities otherwise accorded to the Securities by any provision of the Bank Security or the FCC Security or by any principle of law or any statute, including the PPSA, and in particular, without regard to the time of:
- (a) creation, grant, execution or delivery of the Securities;
 - (b) attachment or perfection of the Encumbrances under the Securities;
 - (c) registration of or in respect of the Securities or the filing of financing statements or other instruments and documents with respect thereto;
 - (d) default in respect of, or crystallization of any Encumbrance under, the Securities;
 - (e) any notice to or demand upon the Borrower or to any other person (or the failure to give any notice or demand); or
 - (f) any advance or advances of money or money's worth made to the Borrower.

- 8.2 The Securities shall be Encumbrances upon the assets of the Borrower in the same manner and to the same extent as if they had been executed, delivered, registered and/or filed and all monies advanced thereto for the purpose of perfecting the security represented thereby and/or crystallized in the order of the respective priorities as indicated in Section 3.0. Each Creditor hereby postpones and subordinates for the benefit of the other Creditor the Encumbrances under the Securities, to the extent necessary to give effect to the priorities herein established.
- 8.3 The parties hereto shall, from time to time and at all times hereafter, upon every reasonable request of any of the Creditors and at the expense of the Borrower, make or do such further acts and things and execute, deliver, register and file such further deeds, documents and assurances including, without limitation, any further or specific postponements desired under any applicable laws or otherwise, as may be necessary in the reasonable opinion of such Creditor for more effectively implementing and carrying out the true intent and purpose of this Agreement.
- 8.4 This Agreement shall constitute a continuing agreement, notwithstanding that the Borrower may not be indebted to a particular Creditor at any time, and each Creditor may, without notice to any other Creditor, lend money, extend credit and make other financial accommodations to or for the account of the Borrower on the faith hereof. Nothing herein shall restrict any Creditor from revising, replacing, amending or supplementing any of the Securities, or acquiring additional Encumbrances upon any property or assets of the Borrower (now or hereafter acquired), provided that all such Securities and Encumbrances shall be held and dealt with in accordance with the provisions herein. This Agreement shall continue in force until terminated by the mutual consent in writing of the Creditors or until all the Creditors (or all the Creditors but one) have discharged all the Securities. Any Creditor who has discharged all its Securities shall thereupon be released from any further obligation under this Agreement.
- 8.5 No provision of this Agreement shall be construed as obligating any Creditor to advance any monies or otherwise extend credit to the Borrower at any time, whether such amounts are to be used by the Borrower to pay all or any part of the indebtedness to any other Creditor or otherwise.
- 8.6 Nothing contained in this Agreement is intended to or shall impair the obligations of the Borrower to pay its indebtedness to the Creditors, including the principal thereof and the interest and premium, if any, thereon as and when the same shall become due and payable in accordance with the terms applicable thereto nor shall anything in this Agreement limit or in any way restrict or prevent any Creditor from demanding payment in full of the indebtedness of the Borrower to it or otherwise to accelerate the payment thereof.
- 8.7 FCC and the Bank agree that it shall not initiate or take any steps, actions or proceedings, directly or indirectly, to challenge, contest, defeat, impair or impugn the legality, attachment, perfection, enforceability, effectiveness or validity of the Bank Security, the FCC Security, this Agreement or the priorities provided for herein.
- 8.8 If any third party shall have a valid claim to the Proceeds of any of the property or assets of the Borrower in priority to or on a parity with one of the Creditors but not in priority to or on a parity with another Creditor, then this Agreement shall not apply so as to diminish the rights (as such rights would have been but for the provisions of this Agreement) of such Creditor against any such third party to the proceeds of disposition of such property or assets.

- 8.9 The indebtedness of the Borrower to each of the Creditors is several and nothing herein contained shall be construed as creating between the Creditors a partnership, joint venture or other joint association.
- 8.10 Any notice or written communication given pursuant to or in connection with this Agreement shall be in writing and shall be given by delivering the same personally or by prepaid courier, prepaid registered mail, telex or telecopier, addressed to the party to be notified at the address of such party set out below or at such other address of which such party has given notice to the other parties hereto. Any such notice shall be conclusively deemed to have been given and received on the day of actual receipt by the addressee or, if given by prepaid registered mail, on the third Business Day following the mailing date (absent a general disruption in postal service).
- to the Bank: **BANK OF MONTREAL**
Attention:
Facsimile:
- to FCC: **FARM CREDIT CANADA**
191 Commerce Drive, Winnipeg, MB R3P 1A2
Attention: Bonnie Bain, Senior Relationship Manager
Facsimile: (204) 984-4222
- to the Borrower: **GENESUS INC.**
Box 278, 101 2nd Street, Oakville, MB R0H 0Y0
Attention: Jim Long / Jodi Nigh
Facsimile: (204) 267-2841
- 8.11 Amounts of currency expressed herein are in lawful money of Canada.
- 8.12 This Agreement supersedes all prior agreements and understandings relating to the subject matter hereof between any of the parties and represents the entire transaction between the parties with respect thereto. Except as expressly set out herein, there are no representations, warranties or conditions, written or oral, express or implied, statutory or otherwise, concerning the subject matter hereof. No party hereto has relied on any express or implied representation, written or oral, of any person as an inducement to enter into this Agreement.
- 8.13 Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated except by instrument in writing, signed by the parties or by the party against whom enforcement of the change, waiver, discharge or termination is sought. No consent of the Borrower shall be necessary to any amendment to the terms hereof by the Creditors unless the interests of the Borrower are directly affected thereby; provided that, following any amendment, the Creditors shall notify the Borrower of the same.
- 8.14 No act or omission by any party hereto in any manner whatever in the premises shall extend to or be taken to affect any provision hereof or any subsequent breach or default or the rights resulting therefrom save only express waiver in writing.
- 8.15 Nothing contained in this Agreement shall be construed as conferring any rights or benefits of any kind whatsoever upon the Borrower, or any person who is not a party to this Agreement, or as modifying any other agreement between the Creditors or any of

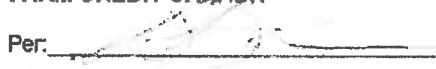
them and the Borrower, and the Borrower shall not be entitled to enforce any provision of this Agreement.

- 8.16 Time shall be in all respects of the essence hereof.
- 8.17 Any provision of this Agreement which is invalid or unenforceable under the laws of any jurisdiction in which this Agreement is sought to be enforced shall, as to such jurisdiction and to the extent such provision is invalid or unenforceable, be deemed severable and shall not affect any other provision of this Agreement.
- 8.18 This Agreement shall be construed, interpreted and performed in accordance with the laws of the Applicable Province and the laws of Canada applicable therein and shall in all respects be treated as a contract of the Applicable Province.
- 8.19 This Agreement may be executed in counterparts. Each counterpart will be an original document and all of the counterparts will constitute one instrument. A faxed or e-mailed scanned pdf-format copy of a signature of one Party will be deemed to be an original signature until such time as an original signature has been received by the other Party.
- 8.20 This Agreement shall enure and accrue to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns and every reference herein to a party hereto shall extend to such successors and assigns as if specifically named therein; provided that a Creditor (the "Assignor") assigning or transferring any of the Securities shall first deliver to the other Creditor a written agreement by the proposed assignee or transferee in favour of the other Creditor to be bound by the provisions hereof to the same extent as the Assignor.
- 8.21 Each of the Bank and FCC hereby waives any right it may have to require the other to marshal its security in its favour.


IN WITNESS WHEREOF the parties hereto have duly executed this Agreement this

4 day of August, 2011.

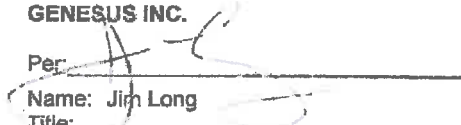
FARM CREDIT CANADA

Per: 
Name: Bonnie Bain
Title: Senior Relationship Manager
I have authority to bind the FCC

BANK OF MONTREAL

Per: 
Name: Murray Ebert
Title: Portfolio Quality Manager
I have authority to bind the Bank

GENESUS INC.

Per: 
Name: Jim Long
Title:
I have authority to bind the Borrower

This is **Exhibit “GG”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

STATUS OF TITLE

Title Number **2698800/1**
Title Status **Accepted**
Client File **638.400/BMO/ML/ed**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

GENESUS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON
IN THE FOLLOWING DESCRIBED LAND:

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

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **85-38881/1**
Instrument Status: **Accepted**

Registration Date: **1985-05-07**
From/By: **THE CITY OF WINNIPEG**
To:

Amount:
Notes: **No notes**
Description: **No description**

Instrument Type: **Mortgage**
Registration Number: **4434702/1**
Instrument Status: **Accepted**

Registration Date: **2013-12-03**
From/By: **GENESUS INC.**
To: **FARM CREDIT CANADA**

Amount: **\$1,400,000.00**
Notes: **No notes**
Description: **No description**

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
4704984/1	Amending Agreement	Accepted
5029775/1	Amending Agreement	Accepted

Instrument Type: Amending Agreement
Registration Number: 4704984/1
Instrument Status: Accepted

Registration Date: 2016-03-21
From/By: FARM CREDIT CANADA
To: GENESUS INC.

Amount:
Notes: No notes
Description: No description

Instrument Type: Amending Agreement
Registration Number: 5029775/1
Instrument Status: Accepted

Registration Date: 2018-12-20
From/By: FARM CREDIT CANADA
To: GENESUS INC.

Amount:
Notes: No notes
Description: No description

Instrument Type: Mortgage
Registration Number: 5583625/1
Instrument Status: Accepted

Registration Date: 2023-10-12
From/By: GENESUS INC.
To: BANK OF MONTREAL

Amount: \$8,000,000.00
Notes: No notes
Description: Includes Land in PLTO & NLTO

Instrument Type: Tax Sale-First Return
Registration Number: 5601833/1
Instrument Status: Accepted

Registration Date: 2023-12-13
From/By: The City of Winnipeg
To:

Amount:
Notes: No notes
Description: Series 128 Tax years 2020, 2021, 2022, 2023

Instrument Type: Certificate Of Judgment
Registration Number: 5602937/1
Instrument Status: Accepted

Registration Date: 2023-12-15
From/By: SEA AIR INTERNATIONAL FORWARDERS LIMITED
Against: GENESUS INC.

Amount: \$321,066.33
Notes: No notes
Description: File no. CI 23-01-44293 Agent: Peter Halamandaris

Instrument Type: Certificate Of Judgment
Registration Number: 5605846/1
Instrument Status: Accepted

Registration Date: 2023-12-29
From/By: FERMES DURAND FARMS LTEE.
Against: GENESUS INC.

Amount: \$800,815.19
Notes: No notes
Description: File no. CI 23-01-43827 Agent: Thomas Frohlinger

3. ADDRESSES FOR SERVICE

GENESUS INC.
BOX 278
101 - 2ND ST
OAKVILLE MB
R0H 0Y0

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Winnipeg

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

2559445/1 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type:	Transfer Of Land
Registration Number:	4434701/1
Registration Date:	2013-12-03
From/By:	BEVERLEY PEARL BRUCKI
To:	GENESUS INC.
Consideration:	\$1,575,000.00

10. LAND INDEX

Lot 3 Plan 18974

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 2698800/1

STATUS OF TITLE

Title Number **2316076/3**
Title Status **Accepted**
Client File **638.400/BMO/ML/ed**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

GENESUS INC.

IS REGISTERED OWNER, SUBJECT TO SUCH ENTRIES RECORDED HEREON
IN THE FOLLOWING DESCRIBED LAND:

AT OAKVILLE AND BEING:

PARCEL 1: LOT 4 AND THE NLY 50 FEET PERP OF LOT 5 BLOCK 1
PLAN 226 PLTO IN NW 1/4 18-11-4 WPM

PARCEL 2: LOTS 3 AND 5 BLOCK 1 PLAN 226 PLTO, EXC
FIRSTLY: OUT OF LOT 5 THE NLY 50 FEET PERP
AND SECONDLY: ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA)
BY THE REAL PROPERTY ACT
IN NW 1/4 18-11-4 WPM

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type:	Mortgage
Registration Number:	1230862/3
Instrument Status:	Accepted
Registration Date:	2023-10-12
From/By:	GENESUS INC.
To:	BANK OF MONTREAL
Amount:	\$8,000,000.00
Notes:	No notes
Description:	Also affects land in WLTO & NLTO

Instrument Type: Certificate Of Judgment
Registration Number: 1232076/3
Instrument Status: Accepted

Registration Date: 2023-12-15
From/By: SEA AIR INTERNATIONAL FORWARDERS LIMITED
Against: GENESUS INC.

Amount: \$321,066.33
Notes: No notes
Description: File no. CI 23-01-44293 Agent: Peter Halamandaris

Instrument Type: Certificate Of Judgment
Registration Number: 1232212/3
Instrument Status: Accepted

Registration Date: 2023-12-29
From/By: FERMES DURAND FARMS LTEE.
Against: CAN-AM GENETICS INC. and GENESUS INC.

Amount: \$800,815.19
Notes: No notes
Description: File no. CI 23-01-43827 Agent: Thomas Frohlinger

3. ADDRESSES FOR SERVICE

GENESUS INC.
BOX 278
101 2ND STREET
OAKVILLE MB
R0H 0Y0

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Portage

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

1524380/3 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type: Request To Issue Title

Registration Number: 1116876/3

Registration Date: 2008-08-06

From/By: GENESUS INC.

To:

Amount:

10. LAND INDEX

Lot 3 Block 1 Plan 226
IN NW 18-11-4W EXC RES

Lot 4 Block 1 Plan 226
IN NW 18-11-4W

Lot 5 Block 1 Plan 226
IN NW 18-11-4W EXC RES IN PART

**CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 2316076/3**

STATUS OF TITLE

Title Number **2712003/5**
Title Status **Accepted**
Client File **638.400/BMO/ML/ed**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

GENESUS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

THE NW 1/4 OF SECTION 32-13-23 WPM
EXC FIRSTLY: ROAD PLAN 4563 NLTO
EXC SECONDLY: ALL MINES AND MINERALS IN TRANSFERS 100373 AND 1025254 NLTO

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **32224/5**
Instrument Status: **Accepted**

Registration Date: **1956-09-27**
From/By: **HAMIOTA GAS COMPANY LIMITED**
To:

Amount:
Notes: **No notes**
Description: **No description**

Instrument Type: **Caveat**
Registration Number: **32915/5**
Instrument Status: **Accepted**

Registration Date: **1957-07-29**
From/By: **INTERCITY GAS LIMITED**
To:

Amount:
Notes: **No notes**
Description: **No description**

Instrument Type: Caveat
Registration Number: 1033528/5
Instrument Status: Accepted

Registration Date: 2003-08-14
From/By: MTS COMMUNICATIONS INC.
To:

Amount:
Notes: AFF: NLY 20M PERP
Description: EASEMENT AGREEMENT

Instrument Type: Mortgage
Registration Number: 1105775/5
Instrument Status: Accepted

Registration Date: 2014-03-13
From/By: GENESUS INC.
To: FARM CREDIT CANADA

Amount: \$450,000.00
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1143213/5	Amending Agreement	Accepted

Instrument Type: Amending Agreement
Registration Number: 1143213/5
Instrument Status: Accepted

Registration Date: 2020-04-21
From/By: Farm Credit Canada
To: Genesis Inc.

Amount: \$3,000,000.00
Notes: No notes
Description: No description

Instrument Type: Mortgage
Registration Number: 1161500/5
Instrument Status: Accepted

Registration Date: 2023-10-12
From/By: GENESUS INC.
To: BANK OF MONTREAL

Amount: \$8,000,000.00
Notes: No notes
Description: Also Affects Land in WLTO & PLTO

Instrument Type: Certificate Of Judgment
Registration Number: 1162434/5
Instrument Status: Accepted

Registration Date: 2023-12-15
From/By: SEA AIR INTERNATIONAL FORWARDERS LIMITED
Against: GENESUS INC.

Amount: \$321,066.33
Notes: No notes
Description: File no. CI 23-01-44293 Agent: Peter Halamandaris

Instrument Type: Certificate Of Judgment
Registration Number: 1162585/5
Instrument Status: Accepted

Registration Date: 2023-12-29
From/By: Fermes Durand Farms Ltee.
Against: Genesis Inc. and Can-am Genetics Inc.

Amount: \$800,815.19
Notes: No notes
Description: File No. CI 23-01-43827 Agent: Thomas G. Frohlinger

3. ADDRESSES FOR SERVICE

GENESUS INC.
PO BOX 278
OAKVILLE MB
R0H 0Y0

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Neepawa

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

2423305/5 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type:	Transfer Of Land
Registration Number:	1105774/5
Registration Date:	2014-03-13
From/By:	WESTERN SWINE A.I. INC.
To:	GENESUS INC.
Consideration:	\$292,800.00

10. LAND INDEX

NW 32-13-23W
EX ROAD PLAN 4563 EX M&M

**CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 2712003/5**

This is **Exhibit “HH”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

STATUS OF TITLE

Title Number **1848166/2**
Title Status **Accepted**
Client File **638.400/BMO/ML/ed**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

CAN-AM GENETICS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

SW 1/4 21-12-22 WPM
EXC ROAD PLAN 1650 BLTO

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **1130601/2**
Instrument Status: **Accepted**

Registration Date: 2003-06-03
From/By: MTS COMMUNICATIONS INC.
To: WILLIAM F. JOHNSTONE AS AGENT

Amount:
Notes: WLY 20M
Description: EASEMENT AGREEMENT DATED 15 APRIL 2003

Instrument Type: **Mortgage**
Registration Number: **1219289/2**
Instrument Status: **Accepted**

Registration Date: 2008-04-18
From/By: CAN-AM GENETICS INC.
To: GENESUS INC.

Amount: \$2,000,000.00
Notes: No notes
Description: No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1228844/2	Postponement Of Rights	Accepted
1505568/2	Postponement Of Rights	Accepted

Instrument Type: Postponement Of Rights
Registration Number: 1228844/2
Instrument Status: Accepted

Registration Date: 2008-09-24
From/By: GENESUS INC. IN MORTGAGE 1219289
To: MANITOBA AGRICULTURAL CREDIT CORP TO MORTGAGE 1227167

Amount:
Notes: No notes
Description: No description

Instrument Type: Mortgage
Registration Number: 1503944/2
Instrument Status: Accepted

Registration Date: 2023-10-12
From/By: CAN-AM GENETICS INC.
To: BANK OF MONTREAL

Amount: \$8,000,000.00
Notes: No notes
Description: Also affects land in PLTO

Instrument Type: Postponement Of Rights
Registration Number: 1505568/2
Instrument Status: Accepted

Registration Date: 2023-11-29
From/By: Genesis Inc.
To: Mortgage 1503944/2

Amount:
Notes: No notes
Description: No description

Instrument Type: **Certificate Of Judgment**
Registration Number: **1506698/2**
Instrument Status: **Accepted**

Registration Date: **2023-12-29**
From/By: **FERMES DURAND FARMS LTEE.**
Against: **CAN-AM GENETICS INC.**

Amount: **\$800,815.19**
Notes: **No notes**
Description: **File no. CI 23-01-43827 Agent: Thomas Frohlinger**

3. ADDRESSES FOR SERVICE

CAN-AM GENETICS INC.
P.O. BOX 278
OAKVILLE MB
R0H 0Y0

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Brandon

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

1426607/2 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type: **Transfer Of Land**
Registration Number: **1106541/2**

Registration Date: **2002-01-11**
From/By: **ROY ALBERT ADAM**
To: **CAN-AM GENETICS INC**
Consideration: **\$57,500.00**

10. LAND INDEX

SW 21-12-22W
EXC RD PL 1650

**CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 1848166/2**

STATUS OF TITLE

Title Number **1892437/2**
Title Status **Accepted**
Client File **638.400/BMO/ML/ed**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

CAN-AM GENETICS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES
RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND

NW 1/4 21-12-22 WPM
EXC NLY 1320 FEET PERP

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type:	Caveat
Registration Number:	1130601/2
Instrument Status:	Accepted
Registration Date:	2003-06-03
From/By:	MTS COMMUNICATIONS INC.
To:	WILLIAM F. JOHNSTONE AS AGENT
Amount:	
Notes:	WLY 20M
Description:	EASEMENT AGREEMENT DATED 15 APRIL 2003
<hr/>	
Instrument Type:	Mortgage
Registration Number:	1219289/2
Instrument Status:	Accepted
Registration Date:	2008-04-18
From/By:	CAN-AM GENETICS INC.
To:	GENESUS INC.
Amount:	\$2,000,000.00
Notes:	No notes
Description:	No description

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1228844/2	Postponement Of Rights	Accepted
1505568/2	Postponement Of Rights	Accepted

Instrument Type: Postponement Of Rights
Registration Number: 1228844/2
Instrument Status: Accepted

Registration Date: 2008-09-24
From/By: GENESUS INC. IN MORTGAGE 1219289
To: MANITOBA AGRICULTURAL CREDIT CORP TO MORTGAGE 1227167

Amount:
Notes: No notes
Description: No description

Instrument Type: Mortgage
Registration Number: 1503944/2
Instrument Status: Accepted

Registration Date: 2023-10-12
From/By: CAN-AM GENETICS INC.
To: BANK OF MONTREAL

Amount: \$8,000,000.00
Notes: No notes
Description: Also affects land in PLTO

Instrument Type: Postponement Of Rights
Registration Number: 1505568/2
Instrument Status: Accepted

Registration Date: 2023-11-29
From/By: Genesis Inc.
To: Mortgage 1503944/2

Amount:
Notes: No notes
Description: No description

Instrument Type: **Certificate Of Judgment**
Registration Number: **1506698/2**
Instrument Status: **Accepted**

Registration Date: **2023-12-29**
From/By: **FERMES DURAND FARMS LTEE.**
Against: **CAN-AM GENETICS INC.**

Amount: **\$800,815.19**
Notes: **No notes**
Description: **File no. CI 23-01-43827 Agent: Thomas Frohlinger**

3. ADDRESSES FOR SERVICE

CAN-AM GENETICS INC.
P.O. BOX 278
OAKVILLE MB
R0H 0Y0

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Brandon

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

1745223/2 Part

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type: **Transfer Of Land**
Registration Number: **1117753/2**

Registration Date: **2002-08-12**
From/By: **THOMAS WILLIAM DEANE RYALL AND JEAN MARY K F RYALL**
To: **CAN-AM GENETICS INC**
Consideration: **\$50,000.00**

10. LAND INDEX

NW 21-12-22W
EXC NLY 1320 FT PERP

**CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 1892437/2**

STATUS OF TITLE

Title Number **1956270/2**
Title Status **Accepted**
Client File **638.400/BMO/ML/ed**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

CAN-AM GENETICS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON
IN THE FOLLOWING DESCRIBED LAND

LOTS 16 AND 17 BLOCK 3 PLAN 190 BLTO

IN E 1/2 7-12-22 WPM

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Mortgage**
Registration Number: **1219289/2**
Instrument Status: **Accepted**

Registration Date: **2008-04-18**
From/By: **CAN-AM GENETICS INC.**
To: **GENESUS INC.**

Amount: **\$2,000,000.00**
Notes: **No notes**
Description: **No description**

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1228844/2	Postponement Of Rights	Accepted
1505568/2	Postponement Of Rights	Accepted

Instrument Type: Postponement Of Rights
Registration Number: 1228844/2
Instrument Status: Accepted

Registration Date: 2008-09-24
From/By: GENESUS INC. IN MORTGAGE 1219289
To: MANITOBA AGRICULTURAL CREDIT CORP TO MORTGAGE 1227167

Amount:
Notes: No notes
Description: No description

Instrument Type: Mortgage
Registration Number: 1503944/2
Instrument Status: Accepted

Registration Date: 2023-10-12
From/By: CAN-AM GENETICS INC.
To: BANK OF MONTREAL

Amount: \$8,000,000.00
Notes: No notes
Description: Also affects land in PLTO

Instrument Type: Postponement Of Rights
Registration Number: 1505568/2
Instrument Status: Accepted

Registration Date: 2023-11-29
From/By: Genesis Inc.
To: Mortgage 1503944/2

Amount:
Notes: No notes
Description: No description

Instrument Type: Certificate Of Judgment
Registration Number: 1506698/2
Instrument Status: Accepted

Registration Date: 2023-12-29
From/By: FERMES DURAND FARMS LTEE.
Against: CAN-AM GENETICS INC.

Amount: \$800,815.19
Notes: No notes
Description: File no. CI 23-01-43827 Agent: Thomas Frohlinger

3. ADDRESSES FOR SERVICE

CAN-AM GENETICS INC.
BOX 278
OAKVILLE MB
R0H 0Y0

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Brandon

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

1926346/2 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type: Transfer Of Land
Registration Number: 1132120/2

Registration Date: 2003-07-07
From/By: PERCY CHARLES ROSAMOND AND EILEEN VERONICA ROSAMOND
To: CAN-AM GENETICS INC.
Consideration: \$9,000.00

10. LAND INDEX

Lot 16 Block 3 Plan 190
E 1/2 7-12-24W

Lot 17 Block 3 Plan 190
E 1/2 7-12-24W

**CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 1956270/2**

STATUS OF TITLE

Title Number **1956271/2**
Title Status **Accepted**
Client File **638.400/BMO/ML/ed**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

CAN-AM GENETICS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON
IN THE FOLLOWING DESCRIBED LAND

LOTS 12 AND 13 BLOCK 2 PLAN 145 BLTO
EXC ALL MINES AND MINERALS VESTED IN THE
CROWN (MANITOBA) BY THE REAL PROPERTY ACT

IN SE 1/4 7-12-22 WPM

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Mortgage**
Registration Number: **1219289/2**
Instrument Status: **Accepted**

Registration Date: **2008-04-18**
From/By: **CAN-AM GENETICS INC.**
To: **GENESUS INC.**

Amount: **\$2,000,000.00**
Notes: **No notes**
Description: **No description**

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1228844/2	Postponement Of Rights	Accepted
1505568/2	Postponement Of Rights	Accepted

Instrument Type: Postponement Of Rights
Registration Number: 1228844/2
Instrument Status: Accepted

Registration Date: 2008-09-24
From/By: GENESUS INC. IN MORTGAGE 1219289
To: MANITOBA AGRICULTURAL CREDIT CORP TO MORTGAGE 1227167

Amount:
Notes: No notes
Description: No description

Instrument Type: Mortgage
Registration Number: 1503944/2
Instrument Status: Accepted

Registration Date: 2023-10-12
From/By: CAN-AM GENETICS INC.
To: BANK OF MONTREAL

Amount: \$8,000,000.00
Notes: No notes
Description: Also affects land in PLTO

Instrument Type: Postponement Of Rights
Registration Number: 1505568/2
Instrument Status: Accepted

Registration Date: 2023-11-29
From/By: Genesis Inc.
To: Mortgage 1503944/2

Amount:
Notes: No notes
Description: No description

Instrument Type: **Certificate Of Judgment**
Registration Number: **1506698/2**
Instrument Status: **Accepted**

Registration Date: **2023-12-29**
From/By: **FERMES DURAND FARMS LTEE.**
Against: **CAN-AM GENETICS INC.**

Amount: **\$800,815.19**
Notes: **No notes**
Description: **File no. CI 23-01-43827 Agent: Thomas Frohlinger**

3. ADDRESSES FOR SERVICE

CAN-AM GENETICS INC.
BOX 278
OAKVILLE MB
R0H 0Y0

Blank on Migration 2018
BRADWARDINE MB
ROM OEO

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Brandon

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

1845068/2 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type: **Transfer Of Land**
Registration Number: **1132120/2**

Registration Date: **2003-07-07**
From/By: **PERCY CHARLES ROSAMOND AND EILEEN VERONICA ROSAMOND**
To: **CAN-AM GENETICS INC.**
Consideration: **\$9,000.00**

10. LAND INDEX

Lot 12 Block 2 Plan 145
SE 7-12-22W EX ALL M&M

Lot 13 Block 2 Plan 145
SE 7-12-22W EX ALL M&M

**CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 1956271/2**

STATUS OF TITLE

Title Number **2084368/3**
Title Status **Accepted**
Client File **638.400/BMO/ML/ed**



1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

CAN-AM GENETICS INC.

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

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

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act*.

2. ACTIVE INSTRUMENTS

Instrument Type: **Caveat**
Registration Number: **29067/3**
Instrument Status: **Accepted**

Registration Date: **1952-09-06**
From/By: **CROWN TRUST COMPANY**
To:

Amount:
Notes: **No notes**
Description: **No description**

Instrument Type: **Caveat**
Registration Number: **39303/3**
Instrument Status: **Accepted**

Registration Date: **1979-07-30**
From/By: **MANITOBA TELEPHONE SYSTEM**
To:

Amount:
Notes: **No notes**
Description: **No description**

Instrument Type: Caveat
Registration Number: 1015486/3
Instrument Status: Accepted

Registration Date: 1998-05-08
From/By: MTS COMMUNICATIONS INC.
To: BY WILLIAM F. JOHNSTONE AS AGENT

Amount:
Notes: No notes
Description: RIGHT-OF-WAY AGREEMENT, EASEMENT FOR TRANSMISSION LINES

Instrument Type: Caveat
Registration Number: 1028209/3
Instrument Status: Accepted

Registration Date: 1999-07-21
From/By: ROBERT PATRICK VOESENEK AND ELIZABETH SUSAN VOESENEK
To: BY C. CHRISTIANSON AS AGENT & ROBERT P. VOESENEK

Amount:
Notes: SERVIENT TENEMENT
Description: EASEMENT AGREEMENT DATED 13 JULY 1999

Instrument Type: Mortgage
Registration Number: 1113435/3
Instrument Status: Accepted

Registration Date: 2008-04-18
From/By: CAN-AM GENETICS INC.
To: GENESUS INC.

Amount: \$2,000,000.00
Notes: No notes
Description: FIATED DEBENTURE

INSTRUMENTS THAT AFFECT THIS INSTRUMENT

<u>Registration Number</u>	<u>Instrument Type</u>	<u>Status</u>
1118545/3	Postponement Of Rights	Accepted
1231745/3	Postponement Of Rights	Accepted

Instrument Type: Postponement Of Rights
Registration Number: 1118545/3
Instrument Status: Accepted

Registration Date: 2008-09-24
From/By: GENESUS INC. IN MTG. 1113435
To: CAN-AM GENETICS INC. IN MTG. 1117410

Amount:
Notes: No notes
Description: No description

Instrument Type: Caveat
Registration Number: 1139976/3
Instrument Status: Accepted

Registration Date: 2010-12-06
From/By: GENESUS INC.
To: BY LAWRENCE W. DONALD, AS AGENT

Amount:
Notes: No notes
Description: AGREEMENT:POSTPONEMENT OF ADVANCES BY FCC MTG. 1109343

Instrument Type: Mortgage
Registration Number: 1230863/3
Instrument Status: Accepted

Registration Date: 2023-10-12
From/By: CAN-AM GENETICS INC.
To: BANK OF MONTREAL

Amount: \$8,000,000.00
Notes: No notes
Description: Also affects land in BLTO

Instrument Type: Postponement Of Rights
Registration Number: 1231745/3
Instrument Status: Accepted

Registration Date: 2023-11-29
From/By: Genesis Inc.
To: Mortgage 1230863/3

Amount:
Notes: No notes
Description: No description

Instrument Type: Certificate Of Judgment
Registration Number: 1232212/3
Instrument Status: Accepted

Registration Date: 2023-12-29
From/By: FERMES DURAND FARMS LTEE.
Against: CAN-AM GENETICS INC. and GENESUS INC.

Amount: \$800,815.19
Notes: No notes
Description: File no. CI 23-01-43827 Agent: Thomas Frohlinger

3. ADDRESSES FOR SERVICE

CAN-AM GENETICS INC.
BOX 278
101 - 2ND STREET
OAKVILLE MB
R0H 0Y0

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Portage

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

2084366/3 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type: **Transfer Of Land**

Registration Number: **1083331/3**

Registration Date: **2005-05-05**

From/By: **MEYERS NORRIS PENNY TRUSTEE OF FRONTIER PLACE FARMS LTD**

To: **CAN-AM GENETICS INC.**

Consideration: **\$1.00**

10. LAND INDEX

SE 16-11-9W

ELY 1320'PERP.,EXC. PART, RD PL 1967 EXC 3/4 INT. M&M

**CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE
SYSTEM OF TITLE NUMBER 2084368/3**

This is **Exhibit "II"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba



2500-380 Main Street
Winnipeg, Manitoba
Canada R3C 4H6

Tel. (204) 956 0580
Fax (204) 957 0227
E-mail firm@pitblado.com

Reply to:
Catherine E. Howden
Direct (204) 956 3532
howden@pitblado.com

File No. 638/399

PERSONAL SERVICE

June 16, 2023

Genesis Genetics, Inc.
104 N. Phillips Avenue
Sioux Falls, South Dakota
USA 57104

Attention: Alex S. Halbach, Registered Agent

Dear Sir/Madam:

Re: **Debt to Bank of Montreal**

We are counsel to Bank of Montreal ("BMO"). You will find enclosed herewith the following:

1. Copy of our demand letter to Genesis Inc. ("**Genesis**"), together with Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*,
2. Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

Pursuant to written guarantees dated February 23, 2011, April 9, 2018, February 5, 2019 and March 22, 2019 (the "**Guarantees**"), you guaranteed payment to BMO of all present and future debts and liabilities of Genesis Inc. to a principal amount of \$4,100,000.00, plus interest from the date of demand at the prime rate of BMO in effect from time to time, plus 3.0% per annum, until payment in full and costs on a solicitor and own client basis.

On behalf of BMO, we hereby demand payment under the Guarantees in the sum of \$4,100,000.00 plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full.

Unless you forward to BMO certified funds in the total amount of the Guarantees as set out above, together with interest thereon until payment in full and costs on a solicitor and own client basis, then BMO may take action in order to collect the Debt, interest and costs, and to enforce its security without further notice.

You are hereby served with a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

Yours truly,

PITBLADO LLP

per:



Catherine E. Howden
CEH/ek
Encl.

c.c. Bank of Montreal
Attn: Ed Barrington

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: GENESUS GENETICS, INC., an insolvent person,

TAKE NOTICE THAT:

1. **BANK OF MONTREAL**, a secured creditor, intends to enforce its security on the insolvent person's property and all its business, property and assets of whatever nature and kind, both present and future, and without restricting the generality of the foregoing, includes:
 - (a) All of the insolvent person's present and future equipment, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the insolvent person has an interest;
 - (b) All of the insolvent person's present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
 - (c) All of the insolvent person's present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the insolvent person;
 - (d) All of the insolvent person's present and future Intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature now or hereafter owned or acquired or re-acquired by the insolvent person or in which the insolvent person has an interest;
 - (e) All personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to above and includes payment representing indemnity or compensation for loss or damage;
 - (f) All of the insolvent person's undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future;
 - (g) All accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interest now due or hereafter to become due to the insolvent person or which now are or may hereafter become vested in the insolvent person and all proceeds and other rights and benefits in respect thereof;
 - (h) All books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all of any of the debts and securities and

rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.

2. The security that is to be enforced is in the form of:
 - (a) General Security Agreement dated February 23, 2011 registered in the Manitoba Personal Property Registry as No. 201103846701 on March 11, 2011.
3. The total amount of Debt secured by the Security as at June 16, 2023 is the sum of \$4,100,000.00, plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and Security;
4. The secured creditor will not have the right to enforce the Security until after the expiration of the 10-day period after this Notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at the City of Winnipeg, in Manitoba, this 16th day of June, 2023.

**BANK OF MONTREAL, by its attorneys
Pitblado LLP**

Per: 

Catherine E. Howden

PURSUANT TO Subsection 2 of Section 244 of the Bankruptcy and Insolvency Act, **Genesis Genetics, Inc.** hereby consent to an earlier enforcement of the security referred to in paragraph numbered 2 above.

DATED at the _____, in South Dakota, USA, this _____ day of June, 2023.

GENESUS GENETICS, INC.

Per: _____



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor
Bank of Montreal

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Full name of farmer or business name
Genesis Genetics, Inc.


Farmer's address

Unit/Suite/Apt. 104	Street Number	Number Suffix	Street Name N. Phillips	Street Type Avenue
Street direction	PO Box or Route Number	Municipality (City, Town, etc.) Sioux Falls	Province South Dakota USA	Postal code 57104

The security being (type(s) of security) See attached Schedule "A"	on (asset(s)) See attached Schedule "A"

Dated this 16th day of June 2023 at Winnipeg MB

Bank of Montreal
Name of secured creditor or authorized representative (print)


Catherine Howden, Solicitor and Agent
Signature of secured creditor or authorized representative

204-956-3532 Creditor's phone number and ext.	howden@pitblado.com Email address of secured creditor or authorized representative
204-957-0227 Creditor's fax number	

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- a) currently engaged in farming for commercial purposes; and
- b) insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement. Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service
<https://agriculture.canada.ca/en/agricultural-programs-and-services/farm-debt-mediation-service>

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

Eastern Canada Office

Tel: 1-866-452-5558

Email: aafo.fdmseast-smmeeast.aac@agr.gc.ca

Fax: 1-506-452-4975

Western Canada Office

Tel: 1-866-452-5558

Email: aafo.fdmwest-smmeaouest.aac@agr.gc.ca

Fax: 1-306-780-7353

**Schedule "A" attached hereto and forming part of Notice of Intent by Bank of Montreal to
Genesis Genetics, Inc.**

1 General Security Agreement dated February 23, 2011

**A Financing Statement perfecting the security interest was filed in the Manitoba Personal
Property Registry as No. 201103846701 on March 11, 2011.**



2500-360 Main Street
Winnipeg, Manitoba
Canada R3C 4H6

Tel. (204) 956 0560
Fax (204) 957 0227
E-mail firm@pitblado.com

Reply to:
Catherine E. Howden
Direct (204) 956 3532
howden@pitblado.com

PERSONAL SERVICE

File No. 638/400

June 16, 2023

Genesis Inc.
101 2nd Street
Oakville, MB R0H 0Y0
Registered Office

Attention: James Long, Director

Dear Sir:

Re: **Debt to Bank of Montreal**

We are counsel to the Bank of Montreal ("BMO").

We are advised that as at June 8, 2023, you are indebted to BMO in the total sum of \$7,109,715.78 (the "Debt") calculated as follows:

Demand Operating Account 0545-1998-976	\$6,985,506.60
Accrued Interest	13,859.18
Other Charges	<u>110,350.00</u>
	\$7,109,715.78

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 3.5% per annum (currently \$1,999.96 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

In addition, pursuant to a written guarantee dated February 23, 2011 (the "Can-Am Debt Guarantee") you guaranteed payment to BMO of all present and future debt and liabilities of Can-am Genetics Inc. to a principal limit of \$400,000.00 plus interest from the date of demand at the prime rate of BMO in effect from time to time, plus 3.0% per annum until payment in full.

On behalf of BMO we hereby demand payment under the Can-am Debt Guarantee in the sum of \$400,000.00, plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time, plus 3.0% per annum until payment in full.

We enclose herewith a copy of our demand letter to Can-Am Genetics Inc., together with Notice of Intention to Enforce Security and Notice of Intent by Secured Creditor, pursuant to the *Farm Debt Mediation Act*.

We hereby demand payment of the Debt in full. Unless you pay to BMO within 10 days of the date of this letter, the full balance of the Debt and the amount owing under the Can-Am Debt Guarantee, together with interest thereon at the rates set out above to the date of payment, and costs on a solicitor and own client basis, then BMO may take action in order to collect the amount outstanding, including enforcement of its Security, without further notice.

We enclose herewith for service upon you a Notice of Intention to Enforce Security pursuant to *The Bankruptcy and Insolvency Act* and a Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

Yours truly,

PITBLADO LLP

per 

Catherine E. Howden
CEH/ek
Encl.

c.c. Bank of Montreal
Attn: Ed Barrington

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: GENESUS INC., an insolvent person,

TAKE NOTICE THAT:

1. **BANK OF MONTREAL, a secured creditor, intends to enforce its security on the insolvent person's property and all its business, property and assets of whatever nature and kind, both present and future, and without restricting the generality of the foregoing, includes:**
 - (a) All of the insolvent person's present and future equipment, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the insolvent person has an interest;
 - (b) All of the insolvent person's present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
 - (c) All of the insolvent person's present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the insolvent person;
 - (d) All of the insolvent person's present and future intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature now or hereafter owned or acquired or re-acquired by the insolvent person or in which the insolvent person has an interest;
 - (e) All personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to above and includes payment representing indemnity or compensation for loss or damage;
 - (f) All of the insolvent person's undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future;
 - (g) All accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interest now due or hereafter to become due to the insolvent person or which now are or may hereafter become vested in the insolvent person and all proceeds and other rights and benefits in respect thereof;

(h) All books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all of any of the debts and securities and rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.

2. The security that is to be enforced is in the form of:

- (a) Guarantees of Can-Am Genetics Inc. dated February 23, 2011, April 9, 2018 and February 5, 2019;
- (b) Guarantees of Genesis Genetics, Inc. dated February 23, 2011, April 9, 2018, February 5, 2019 and March 22, 2019;
- (c) EDC Guarantee dated April 19, 2019;
- (d) General Security Agreement registered in the Manitoba Personal Property Registry as No. 201102738905 on February 22, 2011;
- (e) Bank Act Security registered as No. 01261806 on March 4, 2011;
- (f) General Assignment of Book Debts dated March 29, 2011, registered in the Manitoba Personal Property Registry as No. 201805918808; and
- (g) Standby Letter of Credit/Guarantee Indemnity dated July 4, 2019.

3. The total amount of Debt secured by the Security is the sum of \$7,509,715.78, calculated as follows:

(a)	Demand Operating Account 0545-1998-976	\$6,985,506.60
	Accrued Interest to June 8, 2023	13,859.18
	Other Charges	<u>110,350.00</u>
		\$7,109,715.78

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 3.5% per annum (currently \$1,999.96 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

(b)	Can-Am Debt Guarantee	\$400,000.00
-----	-----------------------	--------------

Plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full.

4. The secured creditor will not have the right to enforce the Security until after the expiration of the 10-day period after this Notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at the City of Winnipeg, in Manitoba, this 16th day of June, 2023.

**BANK OF MONTREAL, by its attorneys
Pitblado LLP**

Per: 

Catherine E. Howden

PURSUANT TO Subsection 2 of Section 244 of the Bankruptcy and Insolvency Act, **Genesis Inc.** hereby consents to an earlier enforcement of the security referred to in paragraph numbered 2 above.

DATED at the _____, in Oakville, Manitoba, this ____
_____ day of June, 2023.

GENESUS INC.

Per:



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor
Bank of Montreal

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Full name of farmer or business name
Genesis Inc.


Farmer's address

Unit/Suite/Apt. 101	Street Number 2nd	Number Suffix Street	Street Name	Street Type
Street direction	PO Box or Route Number P.O. Box 278	Municipality (City, Town, etc.) Oakville	Province Manitoba	Postal code R0H 0Y0

The security being (type(s) of security)	on (asset(s))
See attached Schedule "A"	See attached Schedule "A"

Dated this 16th day of June, 2023 at Winnipeg MB

Bank of Montreal
Name of secured creditor or authorized representative (print)


Signature of secured creditor or authorized representative
Catherine Howden Solicitor and Agent

204-956-3532 Creditor's phone number and ext.	howden@pitblado.com Email address of secured creditor or authorized representative
204-957-0227 Creditor's fax number	

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- a) currently engaged in farming for commercial purposes; and
- b) insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement. Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service
<https://agriculture.canada.ca/en/agricultural-programs-and-services/farm-debt-mediation-service>

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

Eastern Canada Office
Tel: 1-866-452-5556
Email: aafc.fdmseast-smmeaest.aac@agr.gc.ca
Fax: 1-506-452-4975

Western Canada Office
Tel: 1-866-452-5556
Email: aafc.fdmswest-smmeaouest.aac@agr.gc.ca
Fax: 1-306-760-7353

Schedule "A" attached hereto and forming part of Notice of Intent by Bank of Montreal to Genesus Inc.

1. Guarantees of Can-Am Genetics Inc. dated February 23, 2011, April 9, 2018 and February 5, 2019.
2. Guarantees of Genesus Genetics, Inc. dated February 23, 2011, April 9, 2018, February 5, 2019 and March 22, 2019.
3. EDC Guarantee dated April 19, 2019.
4. General Security Agreement dated March 22, 2011
A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry as No. 201102738905 on February 22, 2011.
5. Bank Act Security
Registered as No. 01261806 on March 4, 2011.
6. General Assignment of Book Debts
A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry on April 9, 2018 as No. 201805918808.
7. Standby Letter of Credit/Guarantee Indemnity dated July 4, 2019.



2500-360 Main Street
Winnipeg, Manitoba
Canada R3C 4H6

Tel. (204) 956 0560
Fax (204) 957 0227
E-mail firm@pitblado.com

Reply to:
Catherine E. Howden
Direct (204) 956 3532
howden@pitblado.com

PERSONAL SERVICE

File No. 638/400

July 6, 2023

Can-Am Genetics Inc.
101 2nd Street, PO Box 278
Oakville, MB R0H 0Y0

Can-Am Genetics Inc.
101 2nd Street, PO Box 278
Oakville, MB R0H 0Y0

Registered Office

Attention: Jodi Nigh

Dear Sir/Madam:

Re: Debt to Bank of Montreal

We are counsel to the Bank of Montreal ("BMO").

We are advised that as at June 8, 2023, you are indebted to BMO in the total sum of \$400,891.06 (the "Debt") calculated as follows:

Demand Operating Account 0545-1998-941	\$399,973.44
Accrued Interest	892.62
Other Charges	<u>25.00</u>
	\$400,891.06

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 4.5% per annum (currently \$125.47 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

In addition, pursuant to written guarantees dated February 23, 2011, April 9, 2018 and February 5, 2019 (the "Genesis Debt Guarantee"), you guaranteed payment to BMO of all present and future debts and liabilities of Genesis Inc. to a principal limit of \$2,100,000.00 plus interest from the date of demand at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full.

On behalf of BMO, we hereby demand payment under the Genesis Debt Guarantee in the sum of \$2,100,000.00 plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time, plus 3% per annum until payment in full.

We enclose herewith:

1. Copy of our demand letter to Genesis Inc., together with Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.
2. Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

We hereby demand payment of the Debt in full. Unless you pay to BMO within 10 days of the date of this letter, the full balance of the Debt and the amount owing under the Genesis Debt Guarantee, together with interest thereon at the rates set out above to the date of payment, and costs on a solicitor and own client basis, then BMO may take action in order to collect the amounts outstanding, including enforcement of its Security, without further notice.

You are hereby served with a Notice of Intention to Enforce Security pursuant to *The Bankruptcy and Insolvency Act* and a Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

Yours truly,

PITBLADO LLP

per: 

Catherine E. Howden
CEH/ek
Encl.

c.c. Bank of Montreal
Attn: Ed Barrington

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: CAN-AM GENETICS INC. an insolvent person,

TAKE NOTICE THAT:

1. **BANK OF MONTREAL**, a secured creditor, intends to enforce its security on the insolvent person's property and all its business, property and assets of whatever nature and kind, both present and future, and without restricting the generality of the foregoing, includes:
 - (a) All of the insolvent person's present and future equipment, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the insolvent person has an interest;
 - (b) All of the insolvent person's present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
 - (c) All of the insolvent person's present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the insolvent person;
 - (d) All of the insolvent person's present and future intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature now or hereafter owned or acquired or re-acquired by the insolvent person or in which the insolvent person has an interest;
 - (e) All personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to above and includes payment representing indemnity or compensation for loss or damage;
 - (f) All of the insolvent person's undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future;
 - (g) All accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interest now due or hereafter to become due to the insolvent person or which now are or may hereafter become vested in the insolvent person and all proceeds and other rights and benefits in respect thereof;

- (h) All books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all of any of the debts and securities and rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.
2. The security that is to be enforced is in the form of:
- (a) Guarantee of Genesis Inc. dated February 23, 2011.
 - (b) Guarantee of Genesis Genetics, Inc. dated February 23, 2019.
 - (c) General Security Agreement dated March 29, 2011 registered in the Manitoba Personal Property Registry as No. 201102740306 on February 22, 2011.
 - (d) Bank Act Security registered as No. 01261806 on March 4, 2011;
 - (e) General Assignment of Book Debts dated March 29, 2011 registered in the Manitoba Personal Property Registry as No. 201102740306 on February 22, 2011.
3. The total amount of Debt secured by the Security is the sum of \$2,500,891.00, calculated as follows:

(a)	Demand Operating Account 0545-1998-941	\$399,973.44
	Accrued Interest to June 8, 2023	892.62
	Other Charges	<u>25.00</u>
		\$400,891.06

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 4.5% per annum (currently \$125.47 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

(b)	Genesis Debt Guarantee	\$2,100,000.00
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Plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full.

4. The secured creditor will not have the right to enforce the Security until after the expiration of the 10-day period after this Notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at the City of Winnipeg, in Manitoba, this 6 day of ^{July} ~~June~~, 2023.

**BANK OF MONTREAL, by its attorneys
Pitblado LLP**

Per:


Catherine E. Howden

PURSUANT TO Subsection 2 of Section 244 of the Bankruptcy and Insolvency Act, **Can-Am Genetics Inc.** hereby consents to an earlier enforcement of the security referred to in paragraph numbered 2 above.

DATED at the _____, in Manitoba, this _____ day of June, 2023.

CAN-AM GENETICS INC.

Per:



2500 - 360 Main Street
Winnipeg, Manitoba
Canada R3C 4H6

Tel. (204) 956 0560
Fax (204) 957 0227
E-mail firm@pitblado.com

Reply to:
Catherine E. Howden
Direct (204) 956 3532
howden@pitblado.com

File No. 638/400

PERSONAL SERVICE

June 16, 2023

Genesis Inc.
101 2nd Street
Oakville, MB R0H 0Y0
Registered Office

Attention: James Long, Director

Dear Sir:

Re: Debt to Bank of Montreal

We are counsel to the Bank of Montreal ("BMO").

We are advised that as at June 8, 2023, you are indebted to BMO in the total sum of \$7,109,715.78 (the "Debt") calculated as follows:

Demand Operating Account 0545-1998-976	\$6,985,506.60
Accrued Interest	13,859.18
Other Charges	<u>110,350.00</u>
	\$7,109,715.78

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 3.5% per annum (currently \$1,999.96 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

In addition, pursuant to a written guarantee dated February 23, 2011 (the "Can-Am Debt Guarantee") you guaranteed payment to BMO of all present and future debt and liabilities of Can-am Genetics Inc. to a principal limit of \$400,000.00 plus interest from the date of demand at the prime rate of BMO in effect from time to time, plus 3.0% per annum until payment in full.

On behalf of BMO we hereby demand payment under the Can-am Debt Guarantee in the sum of \$400,000.00, plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time, plus 3.0% per annum until payment in full.

We enclose herewith a copy of our demand letter to Can-Am Genetics Inc., together with Notice of Intention to Enforce Security and Notice of Intent by Secured Creditor, pursuant to the *Farm Debt Mediation Act*.

We hereby demand payment of the Debt in full. Unless you pay to BMO within 10 days of the date of this letter, the full balance of the Debt and the amount owing under the Can-Am Debt Guarantee, together with interest thereon at the rates set out above to the date of payment, and costs on a solicitor and own client basis, then BMO may take action in order to collect the amount outstanding, including enforcement of its Security, without further notice.

We enclose herewith for service upon you a Notice of Intention to Enforce Security pursuant to *The Bankruptcy and Insolvency Act* and a Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

Yours truly,

PITBLADO LLP

per:

Catherine E. Howden
CEH/ek
Encl.

c.c. Bank of Montreal
Attn: Ed Barrington

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: GENESUS INC., an insolvent person,

TAKE NOTICE THAT:

1. **BANK OF MONTREAL,** a secured creditor, intends to enforce its security on the insolvent person's property and all its business, property and assets of whatever nature and kind, both present and future, and without restricting the generality of the foregoing, includes:
 - (a) All of the insolvent person's present and future equipment, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the insolvent person has an interest;
 - (b) All of the insolvent person's present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
 - (c) All of the insolvent person's present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the insolvent person;
 - (d) All of the insolvent person's present and future intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature now or hereafter owned or acquired or re-acquired by the insolvent person or in which the insolvent person has an interest;
 - (e) All personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to above and includes payment representing indemnity or compensation for loss or damage;
 - (f) All of the insolvent person's undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future;
 - (g) All accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interest now due or hereafter to become due to the insolvent person or which now are or may hereafter become vested in the insolvent person and all proceeds and other rights and benefits in respect thereof;

(h) All books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all of any of the debts and securities and rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.

2. The security that is to be enforced is in the form of:

- (a) Guarantees of Can-Am Genetics Inc. dated February 23, 2011, April 9, 2018 and February 5, 2019;
- (b) Guarantees of Genesis Genetics, Inc. dated February 23, 2011, April 9, 2018, February 5, 2019 and March 22, 2019;
- (c) EDC Guarantee dated April 19, 2019;
- (d) General Security Agreement registered in the Manitoba Personal Property Registry as No. 201102738905 on February 22, 2011;
- (e) Bank Act Security registered as No. 01261806 on March 4, 2011;
- (f) General Assignment of Book Debts dated March 29, 2011, registered in the Manitoba Personal Property Registry as No. 201805918808; and
- (g) Standby Letter of Credit/Guarantee Indemnity dated July 4, 2019.

3. The total amount of Debt secured by the Security is the sum of \$7,509,715.78, calculated as follows:

(a)	Demand Operating Account 0545-1998-976	\$6,985,506.60
	Accrued Interest to June 8, 2023	13,859.18
	Other Charges	<u>110,350.00</u>
		\$7,109,715.78

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 3.5% per annum (currently \$1,999.96 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

(b) Can-Am Debt Guarantee \$400,000.00

Plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full.

4. The secured creditor will not have the right to enforce the Security until after the expiration of the 10-day period after this Notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at the City of Winnipeg, in Manitoba, this _____ day of June, 2023.

**BANK OF MONTREAL, by its attorneys
Pitblado LLP**

Per:

Catherine E. Howden

PURSUANT TO Subsection 2 of Section 244 of the **Bankruptcy and Insolvency Act**, **Genesis Inc.** hereby consents to an earlier enforcement of the security referred to in paragraph numbered 2 above.

DATED at the _____, in Oakville, Manitoba, this ____
_____ day of June, 2023.

GENESUS INC.

Per:

**RE: LETTER AND ENCLOSURES TO CAN-AM GENETICS INC. FROM
PITBLADO DATED JUNE 16, 2023**

**TO: CAN-AM GENETICS INC., c/o Donald & Kehler Law, 22 Sixth Street,
Brandon, Manitoba R7A 3N1**

AFFIDAVIT OF SERVICE

I, Samantha Carter-Squire, of the City of Brandon, in the Province of Manitoba,
Process Serving Coordinator,

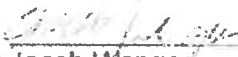
DO SOLEMNLY AFFIRM:

1. That on Monday, June 26, 2023, at approximately 8:56 PM, I served **CAN-AM GENETICS INC.** with:
 - a) **LETTER AND ENCLOSURES TO CAN-AM GENETICS INC. FROM
PITBLADO DATED JUNE 16, 2023, hereunto annexed and marked as
exhibit "A".**

by handing a copy of the said to **Lawrence W. Donald, Lawyer of
Record for CAN-AM GENETICS INC., at 22 Sixth Street, Brandon,
Manitoba R7A 3N1**
2. I was able to identify the person by means of self-identification and he confirmed himself to be **Lawrence W. Donald, Lawyer of Record for CAN-AM GENETICS INC.** and therefore the proper person to be served in this matter.
3. To effect service, I necessarily traveled 1 kilometre.

AFFIRMED before me at the City)
of Brandon, in the Province of)
Manitoba this 26 day of)
June, 2023.)


Samantha Carter-Squire


Jacob Wenger
A Commissioner for Oaths
in and for the Province of Manitoba
My commission expires: March 3, 2025

Pitblado LAW

2500-360 Main Street
Winnipeg, Manitoba
Canada R3C 4H6

Tel. (204) 956 0560
Fax (204) 957 0227
E-mail firm@pitblado.com

Reply to:
Catherine E. Howden
Direct (204) 956 3532
howden@pitblado.com

File No. 638/400

PERSONAL SERVICE

June 16, 2023

Can-Am Genetics Inc.
c/o Donald & Kehler Law Office
22 Sixth Street
Brandon, MB R7A 3N1
Registered Office

Can-Am Genetics Inc.
c/o 1965 Braecrest Drive
Brandon, MB R7C 1A3

Attention: Bonnie Belle Friesen, President

Dear Sir/Madam:

Re: Debt to Bank of Montreal

We are counsel to the Bank of Montreal ("BMO").

We are advised that as at June 8, 2023, you are indebted to BMO in the total sum of \$400,891.06 (the "Debt") calculated as follows:

Demand Operating Account 0545-1998-941	\$399,973.44
Accrued Interest	892.62
Other Charges	25.00
	<u>\$400,891.06</u>

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 4.5% per annum (currently \$125.47 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

In addition, pursuant to written guarantees dated February 23, 2011, April 9, 2018 and February 5, 2019 (the "Genesis Debt Guarantee"), you guaranteed payment to BMO of all present and future debts and liabilities of Genesis Inc. to a principal limit of \$2,100,000.00 plus interest from the date of demand at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full.

On behalf of BMO, we hereby demand payment under the Genesis Debt Guarantee in the sum of \$2,100,000.00 plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time, plus 3% per annum until payment in full.

We enclose herewith:

1. Copy of our demand letter to Genesis Inc., together with Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.
2. Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

We hereby demand payment of the Debt in full. Unless you pay to BMO within 10 days of the date of this letter, the full balance of the Debt and the amount owing under the Genesis Debt Guarantee, together with interest thereon at the rates set out above to the date of payment, and costs on a solicitor and own client basis, then BMO may take action in order to collect the amounts outstanding, including enforcement of its Security, without further notice.

You are hereby served with a Notice of Intention to Enforce Security pursuant to *The Bankruptcy and Insolvency Act* and a Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

Yours truly,

PITBLADO LLP

per: 

Catherine E. Howden
CEH/ek
Encl.

c.c. **Bank of Montreal**
Attn: Ed Barrington

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: CAN-AM GENETICS INC. an insolvent person,

TAKE NOTICE THAT:

1. **BANK OF MONTREAL**, a secured creditor, intends to enforce its security on the insolvent person's property and all its business, property and assets of whatever nature and kind, both present and future, and without restricting the generality of the foregoing, includes:
 - (a) All of the insolvent person's present and future equipment, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the insolvent person has an interest;
 - (b) All of the insolvent person's present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
 - (c) All of the insolvent person's present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the insolvent person;
 - (d) All of the insolvent person's present and future intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature now or hereafter owned or acquired or re-acquired by the insolvent person or in which the insolvent person has an interest;
 - (e) All personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to above and includes payment representing indemnity or compensation for loss or damage;
 - (f) All of the insolvent person's undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future;
 - (g) All accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interest now due or hereafter to become due to the insolvent person or which now are or may hereafter become vested in the insolvent person and all proceeds and other rights and benefits in respect thereof;

- (h) All books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all of any of the debts and securities and rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.
2. The security that is to be enforced is in the form of:
- (a) Guarantee of Genesis Inc. dated February 23, 2011
 - (b) Guarantee of Genesis Genetics, Inc. dated February 23, 2019.
 - (c) General Security Agreement dated March 29, 2011 registered in the Manitoba Personal Property Registry as No. 201102740306 on February 22, 2011.
 - (d) Bank Act Security registered as No. 01261806 on March 4, 2011;
 - (e) General Assignment of Book Debts dated March 29, 2011 registered in the Manitoba Personal Property Registry as No. 201102740306 on February 22, 2011.
3. The total amount of Debt secured by the Security is the sum of \$2,500,891.00, calculated as follows:

(a)	Demand Operating Account 0545-1998-941	\$399,973.44
	Accrued Interest to June 8, 2023	892.62
	Other Charges	<u>25.00</u>
		\$400,891.06

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 4.5% per annum (currently \$125.47 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

(b)	Genesis Debt Guarantee	\$2,100,000.00
-----	------------------------	----------------

Plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full.

4. The secured creditor will not have the right to enforce the Security until after the expiration of the 10-day period after this Notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at the City of Winnipeg, in Manitoba, this 16th day of June, 2023.

**BANK OF MONTREAL, by its attorneys
Pitblado LLP**

Per: 
Catherine E. Howden

PURSUANT TO Subsection 2 of Section 244 of the Bankruptcy and Insolvency Act, **Can-Am Genetics Inc.** hereby consents to an earlier enforcement of the security referred to in paragraph numbered 2 above.

DATED at the _____, in Manitoba, this _____ day of June, 2023.

CAN-AM GENETICS INC.

Per



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:
Name of creditor
Bank of Montreal

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:
Full name of farmer or business name
Can-Am Genetics Inc.

Farmer's address:

Unit/Suite/Apt. 22	Street Number 6th	Number Suffix Street	Street Name	Street Type
Street direction	PO Box or Route Number	Municipality (City, Town, etc.) Brandon	Province Manitoba	Postal code R7A 3N1

The security being (type(s) of security) See attached Schedule "A"	on (asset(s)) See attached Schedule "A"

Dated this 16th day of June, 2023 at Winnipeg MB

Bank of Montreal
Name of secured creditor or authorized representative (print)

Catherine Howden, Solicitor
Signature of secured creditor or authorized representative *ad Agent*

204-956-3532 Creditor's phone number and ext.	howden@pitblado.com Email address of secured creditor or authorized representative
204-957-0227 Creditor's fax number	

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- a) currently engaged in farming for commercial purposes; and
- b) insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement. Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service
<https://agriculture.canada.ca/en/agricultural-programs-and-services/farm-debt-mediation-service>

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.



Eastern Canada Office
Tel: 1-866-452-5556
Email: aafc.fdmseast-smmeaes.aac@ec.gc.ca
Fax: 1-506-452-4975

Western Canada Office
Tel: 1-866-452-5556
Email: aafc.fdmwest-smmeaouest.aac@wc.gc.ca
Fax: 1-306-780-7353

Schedule "A" attached hereto and forming part of Notice of Intent by Bank of Montreal to Can-Am Genetics Inc.

1. Guarantee of Genesis Inc. dated February 23, 2011.
2. Guarantee of Genesis Genetics, Inc. dated February 23, 2019.
3. General Security Agreement dated March 29, 2011

A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry as No. 201102740306 on February 22, 2011.

4. Bank Act Security

Registered as No. 01261806 on March 4, 2011.

5. General Assignment of Book Debts dated March 29, 2011

A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry on February 22, 2011 as No. 201102740306.



2500-360 Main Street
Winnipeg, Manitoba
Canada R3C 4H6

Tel. (204) 956 0560
Fax (204) 957 0227
E-mail firm@pitblado.com

Reply to:
Catherine E. Howden
Direct (204) 956 3532
howden@pitblado.com

File No. 638/400

PERSONAL SERVICE

June 16, 2023

Genesis Inc.
101 2nd Street
Oakville, MB R0H 0Y0
Registered Office

Attention: James Long, Director

Dear Sir:

Re: Debt to Bank of Montreal

We are counsel to the Bank of Montreal ("BMO").

We are advised that as at June 8, 2023, you are indebted to BMO in the total sum of \$7,109,715.78 (the "Debt") calculated as follows:

Demand Operating Account 0545-1998-976	\$6,985,506.60
Accrued Interest	13,859.18
Other Charges	<u>110,350.00</u>
	\$7,109,715.78

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 3.5% per annum (currently \$1,999.96 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

In addition, pursuant to a written guarantee dated February 23, 2011 (the "Can-Am Debt Guarantee") you guaranteed payment to BMO of all present and future debt and liabilities of Can-am Genetics Inc. to a principal limit of \$400,000.00 plus interest from the date of demand at the prime rate of BMO in effect from time to time, plus 3.0% per annum until payment in full.

On behalf of BMO we hereby demand payment under the Can-am Debt Guarantee in the sum of \$400,000.00, plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time, plus 3.0% per annum until payment in full.

We enclose herewith a copy of our demand letter to Can-Am Genetics Inc., together with Notice of Intention to Enforce Security and Notice of Intent by Secured Creditor, pursuant to the *Farm Debt Mediation Act*.

We hereby demand payment of the Debt in full. Unless you pay to BMO within 10 days of the date of this letter, the full balance of the Debt and the amount owing under the Can-Am Debt Guarantee, together with interest thereon at the rates set out above to the date of payment, and costs on a solicitor and own client basis, then BMO may take action in order to collect the amount outstanding, including enforcement of its Security, without further notice.

We enclose herewith for service upon you a Notice of Intention to Enforce Security pursuant to *The Bankruptcy and Insolvency Act* and a Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

Yours truly,

PITBLADO LLP

per: 

Catherine E. Howden
CEH/ek
Encl.

c.c. **Bank of Montreal**
Attn: Ed Barrington

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: **GENESUS INC.**, an insolvent person,

TAKE NOTICE THAT:

1. **BANK OF MONTREAL**, a secured creditor, intends to enforce its security on the insolvent person's property and all its business, property and assets of whatever nature and kind, both present and future, and without restricting the generality of the foregoing, includes:
 - (a) All of the insolvent person's present and future equipment, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the insolvent person has an interest;
 - (b) All of the insolvent person's present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
 - (c) All of the insolvent person's present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the insolvent person;
 - (d) All of the insolvent person's present and future intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature now or hereafter owned or acquired or re-acquired by the insolvent person or in which the insolvent person has an interest;
 - (e) All personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to above and includes payment representing indemnity or compensation for loss or damage;
 - (f) All of the insolvent person's undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future;
 - (g) All accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interest now due or hereafter to become due to the insolvent person or which now are or may hereafter become vested in the insolvent person and all proceeds and other rights and benefits in respect thereof;

(h) All books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all of any of the debts and securities and rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.

2. The security that is to be enforced is in the form of:

- (a) Guarantees of Can-Am Genetics Inc. dated February 23, 2011, April 9, 2018 and February 5, 2019;
- (b) Guarantees of Genesis Genetics, Inc. dated February 23, 2011, April 9, 2018, February 5, 2019 and March 22, 2019;
- (c) EDC Guarantee dated April 19, 2019;
- (d) General Security Agreement registered in the Manitoba Personal Property Registry as No. 201102738905 on February 22, 2011;
- (e) Bank Act Security registered as No. 01261806 on March 4, 2011;
- (f) General Assignment of Book Debts dated March 29, 2011, registered in the Manitoba Personal Property Registry as No. 201805918808; and
- (g) Standby Letter of Credit/Guarantee Indemnity dated July 4, 2019.

3. The total amount of Debt secured by the Security is the sum of \$7,509,715.78, calculated as follows:

(a)	Demand Operating Account 0545-1998-976	\$6,985,506.60
	Accrued Interest to June 8, 2023	13,859.18
	Other Charges	<u>110,350.00</u>
		\$7,109,715.78

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 3.5% per annum (currently \$1,999.96 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

(b) Can-Am Debt Guarantee \$400,000.00

Plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full.

4. The secured creditor will not have the right to enforce the Security until after the expiration of the 10-day period after this Notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at the City of Winnipeg, in Manitoba, this 16th day of June, 2023.

**BANK OF MONTREAL, by its attorneys
Pitblado LLP**

Per: 

Catherine E. Howden

PURSUANT TO Subsection 2 of Section 244 of the Bankruptcy and Insolvency Act, **Genesis Inc.** hereby consents to an earlier enforcement of the security referred to in paragraph numbered 2 above.

DATED at the _____, in Oakville, Manitoba, this _____ day of June, 2023.

GENESUS INC.

Per:



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor
Bank of Montreal

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Full name of farmer or business name
Genesis Inc.

Farmer's address

Unit/Suite/Apt. 101	Street Number 2nd	Number Suffix Street	Street Name	Street Type
Street direction	PO Box or Route Number P.O. Box 278	Municipality (City, Town, etc.) Oakville	Province Manitoba	Postal code R0H 0Y0
The security being (type(s) of security)			on (asset(s))	
See attached Schedule "A"			See attached schedule "A"	

Dated this 16th day of June, 2023 at Winnipeg MB

Bank of Montreal

Name of secured creditor or authorized representative (print)

Catherine Howden
Signature of secured creditor or authorized representative
Solicitor and Agent

204-956-3532

Creditor's phone number and ext.

howden@pitblado.com

Email address of secured creditor or authorized representative

204-957-0227

Creditor's fax number

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- a) currently engaged in farming for commercial purposes; and
- b) insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement. Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service

<https://agriculture.canada.ca/en/agricultural-programs-and-services/farm-debt-mediation-service>

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

Eastern Canada Office
Tel: 1-866-452-5556
Email: aafo@maragslsmmepojest.gov.ca
Fax: 1-506-452-4975

Western Canada Office
Tel: 1-866-452-5556
Email: aafo@maragslsmmepojest.gov.ca
Fax: 1-306-780-7353

Schedule "A" attached hereto and forming part of Notice of Intent by Bank of Montreal to Genesis Inc.

1. Guarantees of Can-Am Genetics Inc. dated February 23, 2011, April 9, 2018 and February 5, 2019.
2. Guarantees of Genesis Genetics, Inc. dated February 23, 2011, April 9, 2018, February 5, 2019 and March 22, 2019.
3. EDC Guarantee dated April 19, 2019.
4. General Security Agreement dated March 22, 2011
A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry as No. 201102738905 on February 22, 2011.
5. Bank Act Security
Registered as No. 01261806 on March 4, 2011.
6. General Assignment of Book Debts
A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry on April 9, 2018 as No. 201805918808.
7. Standby Letter of Credit/Guarantee Indemnity dated July 4, 2019.

**RE: LETTER AND ENCLOSURES TO CAN-AM GENETICS INC. FROM
PITBLADO DATED JUNE 16, 2023**

**TO: CAN-AM GENETICS INC., 1965 Braecrest Drive, Brandon, Manitoba R7C
1A3**

AFFIDAVIT OF SERVICE

I, Cameron Sutherland, of the City of Brandon, in the Province of Manitoba, Process
Server,

DO SOLEMNLY AFFIRM:

1. That on Tuesday, June 27, 2023, at approximately 3:28 PM, I served **CAN-AM
GENETICS INC.** with:
 - a) **LETTER AND ENCLOSURES TO CAN-AM GENETICS INC. FROM
PITBLADO DATED JUNE 16, 2023, hereunto annexed and marked as
exhibit "A".**

by handing a copy of the said to **Bonnie Belle Friesen, President of
CAN-AM GENETICS INC.**, at 1965 Braecrest Drive, Brandon, Manitoba
R7C 1A3.
2. I was able to identify the person by means of self-identification and she
confirmed herself to be **Bonnie Belle Friesen, President of CAN-AM
GENETICS INC.** and therefore the proper person to be served in this matter.
3. To effect service, I necessarily traveled 10 kilometre.

AFFIRMED before me at the City)
of Brandon, in the Province of)
Manitoba this 28th day of)
June, 2023.)

Cameron Sutherland
Cameron Sutherland

Jacob Wenger
Jacob Wenger
A Commissioner for Oaths
in and for the Province of Manitoba
My commission expires: March 3, 2025

Pitblado LAW

This is to certify that I have referred to the 459/2010
of Cameron Sutherland
"before" before on the 25th
day of June 2023

2500-360 Main Street
Winnipeg, Manitoba
Canada R3C4H6

Tel. (204) 956 0560
Fax (204) 957 0227
E-mail firm@pitblado.com

Reply to:
Catherine E. Howden
Direct (204) 956 3532
howden@pitblado.com

File No. 638/400

PERSONAL SERVICE

Janet Meyer
Commissioner for Oaths
in and for the Province of Manitoba
My Commission Expires May 3, 2025

June 16, 2023

Can-Am Genetics Inc.
c/o Donald & Kehler Law Office
22 Sixth Street
Brandon, MB R7A 3N1
Registered Office

Can-Am Genetics Inc.
c/o 1965 Braecrest Drive
Brandon, MB R7C 1A3

Attention: Bonnie Belle Friesen, President

Dear Sir/Madam:

Re: Debt to Bank of Montreal

We are counsel to the Bank of Montreal ("BMO").

We are advised that as at June 8, 2023, you are indebted to BMO in the total sum of \$400,891.06 (the "Debt") calculated as follows:

Demand Operating Account 0545-1998-941	\$399,973.44
Accrued Interest	892.62
Other Charges	25.00
	<u>\$400,891.06</u>

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 4.5% per annum (currently \$125.47 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

In addition, pursuant to written guarantees dated February 23, 2011, April 9, 2018 and February 5, 2019 (the "Genesis Debt Guarantee"), you guaranteed payment to BMO of all present and future debts and liabilities of Genesis Inc. to a principal limit of \$2,100,000.00 plus interest from the date of demand at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full.

On behalf of BMO, we hereby demand payment under the Genesis Debt Guarantee in the sum of \$2,100,000.00 plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time, plus 3% per annum until payment in full.

We enclose herewith:

1. Copy of our demand letter to Genesis Inc., together with Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.
2. Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

We hereby demand payment of the Debt in full. Unless you pay to BMO within 10 days of the date of this letter, the full balance of the Debt and the amount owing under the Genesis Debt Guarantee, together with interest thereon at the rates set out above to the date of payment, and costs on a solicitor and own client basis, then BMO may take action in order to collect the amounts outstanding, including enforcement of its Security, without further notice.

You are hereby served with a Notice of Intention to Enforce Security pursuant to *The Bankruptcy and Insolvency Act* and a Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

Yours truly,

PITBLADO LLP

per 

Catherine E. Howden
CEH/ek
Encl.

c.c. Bank of Montreal
Attn: Ed Barrington

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: CAN-AM GENETICS INC. an insolvent person,

TAKE NOTICE THAT:

1. **BANK OF MONTREAL**, a secured creditor, intends to enforce its security on the insolvent person's property and all its business, property and assets of whatever nature and kind, both present and future, and without restricting the generality of the foregoing, includes:
 - (a) All of the insolvent person's present and future equipment, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the insolvent person has an interest;
 - (b) All of the insolvent person's present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
 - (c) All of the insolvent person's present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the insolvent person;
 - (d) All of the insolvent person's present and future intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature now or hereafter owned or acquired or re-acquired by the insolvent person or in which the insolvent person has an interest;
 - (e) All personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to above and includes payment representing indemnity or compensation for loss or damage;
 - (f) All of the insolvent person's undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future;
 - (g) All accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interest now due or hereafter to become due to the insolvent person or which now are or may hereafter become vested in the insolvent person and all proceeds and other rights and benefits in respect thereof;

(h) All books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all of any of the debts and securities and rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.

2. The security that is to be enforced is in the form of:

- (a) Guarantee of Genesis Inc. dated February 23, 2011.
- (b) Guarantee of Genesis Genetics, Inc. dated February 23, 2019.
- (c) General Security Agreement dated March 29, 2011 registered in the Manitoba Personal Property Registry as No. 201102740306 on February 22, 2011.
- (d) Bank Act Security registered as No. 01261806 on March 4, 2011;
- (e) General Assignment of Book Debts dated March 29, 2011 registered in the Manitoba Personal Property Registry as No. 201102740306 on February 22, 2011.

3. The total amount of Debt secured by the Security is the sum of \$2,500,891.00, calculated as follows:

(a)	Demand Operating Account 0545-1998-941	\$399,973.44
	Accrued Interest to June 8, 2023	892.62
	Other Charges	<u>25.00</u>
		\$400,891.06

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 4.5% per annum (currently \$125.47 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

(b)	Genesis Debt Guarantee	\$2,100,000.00
-----	------------------------	----------------

Plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full.

4. The secured creditor will not have the right to enforce the Security until after the expiration of the 10-day period after this Notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at the City of Winnipeg, in Manitoba, this 16th day of June, 2023.

**BANK OF MONTREAL, by its attorneys
Pitblado LLP**

Per



Catherine E. Howden

PURSUANT TO Subsection 2 of Section 244 of the Bankruptcy and Insolvency Act, **Can-Am Genetics Inc.** hereby consents to an earlier enforcement of the security referred to in paragraph numbered 2 above.

DATED at the _____, in Manitoba, this _____ day of June, 2023.

CAN-AM GENETICS INC.

Per



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor
Bank of Montreal

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Full name of farmer or business name
Can-Am Genetics Inc.

Farmer's address

Unit/Suite/Apt. 22	Street Number 6th	Number Suffix Street	Street Name	Street Type
Street direction	PO Box or Route Number	Municipality (City, Town, etc.) Brandon	Province Manitoba	Postal code R7A 3N1
The security being (type(s) of security)			on (asset(s))	
See attached schedule "A"			See attached Schedule "A"	

Dated this 16th day of June, 2023 at Winnipeg MB

Bank of Montreal
Name of secured creditor or authorized representative (print)

Catherine Howden, Solicitor and Agent
Signature of secured creditor or authorized representative

204-956-3532 Creditor's phone number and ext.	howden@ptblado.com Email address of secured creditor or authorized representative
204-957-0227 Creditor's fax number	

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- a) currently engaged in farming for commercial purposes; and
- b) insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement. Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service
<https://agriculture.canada.ca/en/agricultural-programs-and-services/farm-debt-mediation-service>

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Eastern Canada Office
Tel: 1-866-452-5556
Email: aafo.fdmseast-smneaesLaac@agr.gc.ca
Fax: 1-506-452-4975

Western Canada Office
Tel: 1-866-452-5556
Email: aafo.fdmwest-smneowestLaac@agr.gc.ca
Fax: 1-306-780-7353

Schedule "A" attached hereto and forming part of Notice of Intent by Bank of Montreal to Can-Am Genetics Inc.

1. Guarantee of Genesis Inc. dated February 23, 2011.
2. Guarantee of Genesis Genetics, Inc. dated February 23, 2019.
3. General Security Agreement dated March 29, 2011
A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry as No. 201102740306 on February 22, 2011.
4. Bank Act Security
Registered as No. 01261806 on March 4, 2011.
5. General Assignment of Book Debts dated March 29, 2011
A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry on February 22, 2011 as No. 201102740306.



2500-360 Main Street
Winnipeg, Manitoba
Canada R3C 4H6

Tel. (204) 956 0560
Fax (204) 957 0227
E-mail: firm@pitblado.com

Reply to:
Catherine E. Howden
Direct (204) 956 3332
howden@pitblado.com

File No. 638/400

PERSONAL SERVICE

June 16, 2023

Genesis Inc.
101 2nd Street
Oakville, MB R0H 0Y0
Registered Office

Attention: James Long, Director

Dear Sir:

Re: Debt to Bank of Montreal

We are counsel to the Bank of Montreal ("BMO").

We are advised that as at June 8, 2023, you are indebted to BMO in the total sum of \$7,109,715.78 (the "Debt") calculated as follows:

Demand Operating Account 0545-1998-976	\$6,985,506.60
Accrued Interest	13,859.18
Other Charges	<u>110,350.00</u>
	\$7,109,715.78

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 3.5% per annum (currently \$1,999.96 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

In addition, pursuant to a written guarantee dated February 23, 2011 (the "Can-Am Debt Guarantee") you guaranteed payment to BMO of all present and future debt and liabilities of Can-am Genetics Inc. to a principal limit of \$400,000.00 plus interest from the date of demand at the prime rate of BMO in effect from time to time, plus 3.0% per annum until payment in full.

On behalf of BMO we hereby demand payment under the Can-am Debt Guarantee in the sum of \$400,000.00, plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time, plus 3.0% per annum until payment in full.

We enclose herewith a copy of our demand letter to Can-Am Genetics Inc., together with Notice of Intention to Enforce Security and Notice of Intent by Secured Creditor, pursuant to the *Farm Debt Mediation Act*.

We hereby demand payment of the Debt in full. Unless you pay to BMO within 10 days of the date of this letter, the full balance of the Debt and the amount owing under the Can-Am Debt Guarantee, together with interest thereon at the rates set out above to the date of payment, and costs on a solicitor and own client basis, then BMO may take action in order to collect the amount outstanding, including enforcement of its Security, without further notice.

We enclose herewith for service upon you a Notice of Intention to Enforce Security pursuant to *The Bankruptcy and Insolvency Act* and a Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

Yours truly,

PITBLADO LLP

per: 

Catherine E. Howden
CEH/ek
Encl.

c.c. Bank of Montreal
Attn: Ed Barrington

NOTICE OF INTENTION TO ENFORCE SECURITY

TO: GENESUS INC., an insolvent person,

TAKE NOTICE THAT:

1. **BANK OF MONTREAL**, a secured creditor, intends to enforce its security on the insolvent person's property and all its business, property and assets of whatever nature and kind, both present and future, and without restricting the generality of the foregoing, includes:
 - (a) All of the insolvent person's present and future equipment, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the insolvent person has an interest;
 - (b) All of the insolvent person's present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
 - (c) All of the insolvent person's present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the insolvent person;
 - (d) All of the insolvent person's present and future intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature now or hereafter owned or acquired or re-acquired by the insolvent person or in which the insolvent person has an interest;
 - (e) All personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to above and includes payment representing indemnity or compensation for loss or damage;
 - (f) All of the insolvent person's undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future;
 - (g) All accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interest now due or hereafter to become due to the insolvent person or which now are or may hereafter become vested in the insolvent person and all proceeds and other rights and benefits in respect thereof;

(h) All books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all of any of the debts and securities and rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.

2. The security that is to be enforced is in the form of:

- (a) Guarantees of Can-Am Genetics Inc. dated February 23, 2011, April 9, 2018 and February 5, 2019;
- (b) Guarantees of Genesis Genetics, Inc. dated February 23, 2011, April 9, 2018, February 5, 2019 and March 22, 2019;
- (c) EDC Guarantee dated April 19, 2019;
- (d) General Security Agreement registered in the Manitoba Personal Property Registry as No. 201102738905 on February 22, 2011;
- (e) Bank Act Security registered as No. 01261806 on March 4, 2011;
- (f) General Assignment of Book Debts dated March 29, 2011, registered in the Manitoba Personal Property Registry as No. 201805918808; and
- (g) Standby Letter of Credit/Guarantee Indemnity dated July 4, 2019.

3. The total amount of Debt secured by the Security is the sum of \$7,509,715.78, calculated as follows:

(a)	Demand Operating Account 0545-1998-976	\$6,985,506.60
	Accrued Interest to June 8, 2023	13,659.18
	Other Charges	<u>110,350.00</u>
		\$7,109,715.78

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 3.5% per annum (currently \$1,999.96 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

(b)	Can-Am Debt Guarantee	\$400,000.00
-----	-----------------------	--------------

Plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full.

4. The secured creditor will not have the right to enforce the Security until after the expiration of the 10-day period after this Notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at the City of Winnipeg, in Manitoba, this 16th day of June, 2023.

**BANK OF MONTREAL, by its attorneys
Pitblado LLP**

Per: 

Catherine E. Howden

PURSUANT TO Subsection 2 of Section 244 of the Bankruptcy and Insolvency Act, **Genesis Inc.** hereby consents to an earlier enforcement of the security referred to in paragraph numbered 2 above.

DATED at the _____, in Oakville, Manitoba, this _____ day of June, 2023.

GENESUS INC.

Per:



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor
Bank of Montreal

To enforce a remedy against the property of, or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Full name of farmer or business name
Genesis Inc.

Farmer's address

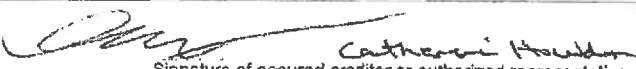
Unit/Suite/Apt. 101	Street Number 2nd	Number Suffix Street	Street Name	Street Type
Street direction	PO Box or Route Number P.O. Box 278	Municipality (City, Town, etc.) Oakville	Province Manitoba	Postal code R0H 0Y0

The security being (type(s) of security) on (asset(s))

See attached Schedule "A" See attached Schedule "A"

Dated this 16th day of June, 2023 at Winnipeg MB

Bank of Montreal
Name of secured creditor or authorized representative (print)


Signature of secured creditor or authorized representative

204-956-3532 Creditor's phone number and ext.	howden@pitblado.com Email address of secured creditor or authorized representative
204-957-0227 Creditor's fax number	

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- a) currently engaged in farming for commercial purposes; and
- b) insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement. Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service
<https://agriculture.canada.ca/en/agricultural-programs-and-services/farm-debt-mediation-service>

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

Eastern Canada Office
Tel: 1-866-452-5558
Email: aa/c_fmms/east-smmea/east_eac/aac/aac.ec.ca
Fax: 1-506-452-4975

Western Canada Office
Tel: 1-866-452-5558
Email: aa/c_fmms/west-smmea/west_eac/aac/aac.ec.ca
Fax: 1-306-780-7353

Schedule "A" attached hereto and forming part of Notice of Intent by Bank of Montreal to Genesis Inc.

1. Guarantees of Can-Am Genetics Inc. dated February 23, 2011, April 9, 2018 and February 5, 2019.
2. Guarantees of Genesis Genetics, Inc. dated February 23, 2011, April 9, 2018, February 5, 2019 and March 22, 2019.
3. EDC Guarantee dated April 19, 2019.
4. General Security Agreement dated March 22, 2011
A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry as No. 201102738905 on February 22, 2011.
5. Bank Act Security
Registered as No. 01261806 on March 4, 2011.
6. General Assignment of Book Debts
A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry on April 9, 2018 as No. 201805918808.
7. Standby Letter of Credit/Guarantee Indemnity dated July 4, 2019.

IN THE MATTER OF:

Service of Letter, Notice of Intention to Enforce Security and Notice of Intent by Secured Creditor upon GENESUS GENETICS, INC.

AFFIDAVIT OF SERVICE

I, WESLEY TERPENING, of the Town of Hayti, in the State of South Dakota, United States, Process Server, MAKE OATH AND SAY THAT:

1. On July 5th, 2023 at 9:20 p.m. I served GENESUS GENETICS, INC. with the Letter, dated June 16th, 2023, marked Exhibit "A", Notice of Intention to Enforce Security, marked Exhibit "B" and Notice of Intent by Secured Creditor, marked Exhibit "C" by leaving copies with ALEX HALBACH, Registered Agent of GENESUS GENETICS, INC. at 650 E 21st Street, in the City of Sioux Falls, in the State of South Dakota, United States.

2. I was able to identify the person so served by means of:

He admitted to being Alex Halbach, Registered Agent of Genesis Genetics, Inc.

SWORN before me at the Town of Hayti, in the State of SD South Dakota, this 5th day of July, 2023.

Brenda Kaul
A NOTARY PUBLIC in and for the State of South Dakota.

Wesley Terpening
WESLEY TERPENING

my commission expires 3/19/2027
BRENDA KAUL
NOTARY PUBLIC
SOUTH DAKOTA

PERSONAL SERVICE

This is Exhibit " A " referred to in the
Affidavit of Wesley Terpening
SWORN before me this 17th day
of July, A.D. 2023

June 16, 2023

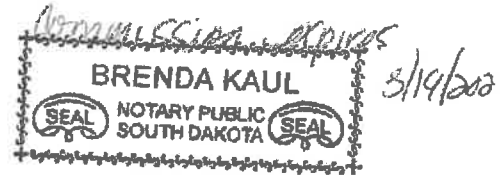
Brenda Kaul
A NOTARY PUBLIC
IN AND FOR THE PROVINCE OF SOUTH DAKOTA
STATE

Genesis Genetics, Inc.
104 N. Phillips Avenue
Sioux Falls, South Dakota
USA 57104

Attention: Alex S. Halbach, Registered Agent

Dear Sir/Madam:

Re: Debt to Bank of Montreal



We are counsel to Bank of Montreal ("BMO"). You will find enclosed herewith the following:

1. Copy of our demand letter to Genesis Inc. ("Genesis"), together with Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*;
2. Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

Pursuant to written guarantees dated February 23, 2011, April 9, 2018, February 5, 2019 and March 22, 2019 (the "Guarantees"), you guaranteed payment to BMO of all present and future debts and liabilities of Genesis Inc. to a principal amount of \$4,100,000.00, plus interest from the date of demand at the prime rate of BMO in effect from time to time, plus 3.0% per annum, until payment in full and costs on a solicitor and own client basis.

On behalf of BMO, we hereby demand payment under the Guarantees in the sum of \$4,100,000.00 plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full.

Unless you forward to BMO certified funds in the total amount of the Guarantees as set out above, together with interest thereon until payment in full and costs on a solicitor and own client basis, then BMO may take action in order to collect the Debt, interest and costs, and to enforce its security without further notice.

This is Exhibit " B " referred to in the Affidavit of Signature of Wesley Tatten

NOTICE OF INTENTION TO ENFORCE SECURITY before me this 6th day

of July, A.D. 2023

TO: GENESUS GENETICS, INC., an insolvent person,

TAKE NOTICE THAT:

Brenda Kaul
A NOTARY PUBLIC

in and for the Province of SOUTH DAKOTA

1. BANK OF MONTREAL, a secured creditor, intends to enforce its security on the insolvent person's property and all its business, property and assets of whatever nature and kind, both present and future, and without restricting the generality of the foregoing, includes:

- (a) All of the insolvent person's present and future equipment, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the insolvent person has an interest;
- (b) All of the insolvent person's present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
- (c) All of the insolvent person's present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the insolvent person;
- (d) All of the insolvent person's present and future intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature now or hereafter owned or acquired or re-acquired by the insolvent person or in which the insolvent person has an interest;
- (e) All personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to above and includes payment representing indemnity or compensation for loss or damage;
- (f) All of the insolvent person's undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future;
- (g) All accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interest now due or hereafter to become due to the insolvent person or which now are or may hereafter become vested in the insolvent person and all proceeds and other rights and benefits in respect thereof;
- (h) All books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all of any of the debts and securities and

3/19/2023
BRENDA KAUL
NOTARY PUBLIC
SOUTH DAKOTA

rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.

2. The security that is to be enforced is in the form of:
 - (a) General Security Agreement dated February 23, 2011 registered in the Manitoba Personal Property Registry as No. 201103846701 on March 11, 2011.
3. The total amount of Debt secured by the Security as at June 16, 2023 is the sum of \$4,100,000.00, plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and Security;
4. The secured creditor will not have the right to enforce the Security until after the expiration of the 10-day period after this Notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at the City of Winnipeg, in Manitoba, this 16th day of June, 2023.

**BANK OF MONTREAL, by its attorneys
Pitblado LLP**

Per:


Catherine E. Howden

PURSUANT TO Subsection 2 of Section 244 of the Bankruptcy and Insolvency Act, **Genesis Genetics, Inc.** hereby consent to an earlier enforcement of the security referred to in paragraph numbered 2 above.

16th DATED at the _____, in South Dakota, USA, this _____ day of June, 2023.

GENESUS GENETICS, INC.

Per:

You are hereby served with a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* and Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

Yours truly,

PITBLADO LLP

per: 

Catherine E. Howden
CEH/ek
Encl.

c.c. **Bank of Montreal**
Attn: Ed Barrington

NOTICE OF INTENT BY SECURED SWORN before me this 16th

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:
 Name of creditor: Bank of Montreal, A.D. 2023

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:
 Full name of farmer or business name: Genesis Genetics, Inc.
A NOTARY PUBLIC
IN AND FOR THE PROVINCE OF SOUTH DAKOTA

Farmer's address

Unit/Suite/Apt. <u>104</u>	Street Number	Number Suffix	Street Name <u>N. Phillips</u>	Street Type <u>Avenue</u>
Street direction	PO Box or Route Number	Municipality (City, Town, etc.) <u>Sioux Falls</u>		Province <u>South Dakota USA</u>
			Postal code <u>57104</u>	

The security being (type(s) of security) <u>See attached schedule "A"</u>	on (asset(s)) <u>See attached schedule "A"</u>

Dated this 16th day of June, 2023 at Winnipeg MB
 Name of secured creditor or authorized representative (print): Bank of Montreal

Signature of secured creditor or authorized representative: Catherine Howden Solicitor and Agent
 Email address of secured creditor or authorized representative: howden@pitblado.com
 Creditor's phone number and ext.: 204-956-3532
 Creditor's fax number: 204-957-0227

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- a) currently engaged in farming for commercial purposes; and
- b) insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement. Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service
<https://agriculture.canada.ca/en/agricultural-programs-and-services/farm-debt-mediation-service>

**Schedule "A" attached hereto and forming part of Notice of Intent by Bank of Montreal to
Genesis Genetics, Inc.**

1. General Security Agreement dated February 23, 2011

A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry as No. 201103846701 on March 11, 2011.

IN THE MATTER OF:

**Service of Letter, Notice of Intention to Enforce Security &
Notice of Intent by Secured Creditor upon GENESUS INC.**

AFFIDAVIT OF SERVICE

**I, CORDELL SMITH, of the City of Winnipeg, in the Province of Manitoba,
Investigator, MAKE OATH AND SAY THAT:**

**1. On June 22nd, 2023 at 1:27 p.m. I served GENESUS INC. with the
Letter, dated June 16th, 2023, marked Exhibit "A", Notice of Intention to
Enforce Security, marked Exhibit "B" and Notice of Intent by Secured
Creditor, marked Exhibit "C" by leaving copies with JODI NIGH,
Controller and a person appearing to be in care/control at Genesis Inc.
at 101 2nd Street, Oakville, Manitoba.**

2. I was able to identify the person so served by means of:

**She admitted to being Jodi Nigh, Controller
with Genesis Inc.**

**SWORN before me at the City of)
Winnipeg, in the Province of)
Manitoba, this 19th day of)
July, 2023.)**

[Handwritten Signature]

**A Commissioner for Oaths in and
for the Province of Manitoba.**
My commission expires: *[Handwritten Date]*

[Handwritten Signature]

CORDELL SMITH



2500 - 380 Main Street
Winnipeg, Manitoba
Canada R3C 4H6

Tel. (204) 956 0560
Fax (204) 957 0227
E-mail firm@pitblado.com

Reply to:
Catherine E. Howden
Direct (204) 956 3532
howden@pitblado.com

File No. 638/400

PERSONAL SERVICE

June 16, 2023

Genesis Inc.
101 2nd Street
Oakville, MB R0H 0Y0
Registered Office

Attention: James Long, Director

Dear Sir:

Re: Debt to Bank of Montreal

We are counsel to the Bank of Montreal ("BMO").

We are advised that as at June 8, 2023, you are indebted to BMO in the total sum of \$7,109,715.78 (the "Debt") calculated as follows:

Demand Operating Account 0545-1998-976	\$6,985,506.60
Accrued Interest	13,859.18
Other Charges	<u>110,350.00</u>
	\$7,109,715.78

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 3.5% per annum (currently \$1,999.96 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

In addition, pursuant to a written guarantee dated February 23, 2011 (the "Can-Am Debt Guarantee") you guaranteed payment to BMO of all present and future debt and liabilities of Can-am Genetics Inc. to a principal limit of \$400,000.00 plus interest from the date of demand at the prime rate of BMO in effect from time to time, plus 3.0% per annum until payment in full.

On behalf of BMO we hereby demand payment under the Can-am Debt Guarantee in the sum of \$400,000.00, plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time, plus 3.0% per annum until payment in full.

This is Exhibit "A" referred to in the
Affidavit of Cordell Smith
SWORN before me this 16th day
of July A.D. 2023

[Signature]
A Commissioner for Oaths in and for
the Province of Manitoba.
My commission expires: [Signature]

We enclose herewith a copy of our demand letter to Can-Am Genetics Inc., together with Notice of Intention to Enforce Security and Notice of Intent by Secured Creditor, pursuant to the *Farm Debt Mediation Act*.

We hereby demand payment of the Debt in full. Unless you pay to BMO within 10 days of the date of this letter, the full balance of the Debt and the amount owing under the Can-Am Debt Guarantee, together with interest thereon at the rates set out above to the date of payment, and costs on a solicitor and own client basis, then BMO may take action in order to collect the amount outstanding, including enforcement of its Security, without further notice.

We enclose herewith for service upon you a Notice of Intention to Enforce Security pursuant to *The Bankruptcy and Insolvency Act* and a Notice of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act*.

Yours truly,

PITBLADO LLP

per:


Catherine E. Howden
CEH/ek
Encl.

c.c. **Bank of Montreal**
Attn: Ed Barrington

This is Exhibit " B " referred to in the Affidavit of Carol Smith

SWORN before me this 19th day

NOTICE OF INTENTION TO ENFORCE SECURITY Jelly A.D. 2023

TO: GENESUS INC., an insolvent person,

[Signature]
A Commissioner for Oaths in and for the Province of Manitoba.
My commission expires: [Signature]

TAKE NOTICE THAT:

1. BANK OF MONTREAL, a secured creditor, intends to enforce its security on the insolvent person's property and all its business, property and assets of whatever nature and kind, both present and future, and without restricting the generality of the foregoing, includes:
 - (a) All of the insolvent person's present and future equipment, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in which the insolvent person has an interest;
 - (b) All of the insolvent person's present and future inventory, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;
 - (c) All of the insolvent person's present and future debts, including, and without limiting the generality of the foregoing, accounts, contract rights, claims, monies and choses in action of every nature now due or hereafter to become due and owing to or owned by the insolvent person;
 - (d) All of the insolvent person's present and future intangibles, including, without limiting the generality of the foregoing, all chattel paper, goodwill, patents, trademarks, copyrights, warehouse receipts, bills of lading, shares, warrants, bonds, debentures, debenture stock, bills, notes, instruments, writings, and other documents or industrial paper of every kind and nature now or hereafter owned or acquired or re-acquired by the insolvent person or in which the insolvent person has an interest;
 - (e) All personal property in any form or fixtures derived directly or indirectly from any dealing with the personal property referred to above and includes payment representing indemnity or compensation for loss or damage;
 - (f) All of the insolvent person's undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future;
 - (g) All accounts, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interest now due or hereafter to become due to the insolvent person or which now are or may hereafter become vested in the insolvent person and all proceeds and other rights and benefits in respect thereof;

- (h) All books and accounts, letters, invoices, papers and documents in any way evidencing or relating to all of any of the debts and securities and rights hereby transferred or agreed to be transferred, and to furnish the Bank with all information which may assist in the collection thereof.

2. The security that is to be enforced is in the form of:

- (a) Guarantees of Can-Am Genetics Inc. dated February 23, 2011, April 9, 2018 and February 5, 2019;
- (b) Guarantees of Genesis Genetics, Inc. dated February 23, 2011, April 9, 2018, February 5, 2019 and March 22, 2019;
- (c) EDC Guarantee dated April 19, 2019;
- (d) General Security Agreement registered in the Manitoba Personal Property Registry as No. 201102738905 on February 22, 2011;
- (e) Bank Act Security registered as No. 01261806 on March 4, 2011;
- (f) General Assignment of Book Debts dated March 29, 2011, registered in the Manitoba Personal Property Registry as No. 201805918808; and
- (g) Standby Letter of Credit/Guarantee Indemnity dated July 4, 2019.

3. The total amount of Debt secured by the Security is the sum of \$7,509,715.78, calculated as follows:

(a)	Demand Operating Account 0545-1998-976	\$6,985,506.60
	Accrued Interest to June 8, 2023	13,859.18
	Other Charges	<u>110,350.00</u>
		\$7,109,715.78

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 3.5% per annum (currently \$1,999.96 per diem) until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Debt and its Security.

(b)	Can-Am Debt Guarantee	\$400,000.00
-----	-----------------------	--------------

Plus interest from and after June 16, 2023 at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full.

4. The secured creditor will not have the right to enforce the Security until after the expiration of the 10-day period after this Notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at the City of Winnipeg, in Manitoba, this 16th day of June, 2023.

**BANK OF MONTREAL, by its attorneys
Pitblado LLP**

Per: 

Catherine E. Howden

PURSUANT TO Subsection 2 of Section 244 of the Bankruptcy and Insolvency Act, **Genesis Inc.** hereby consents to an earlier enforcement of the security referred to in paragraph numbered 2 above.

DATED at the _____, in Oakville, Manitoba, this _____ day of June, 2023.

GENESUS INC.

Per: _____



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

PROTECTED
when complet

NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor
Bank of Montreal

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Full name of farmer or business name
Genesis Inc.

Farmer's address

Unit/Suite/Apt. 101	Street Number 2nd	Number Suffix street	Street Name	Street Type
Street direction	PO Box or Route Number P.O. Box 278	Municipality (City, Town, etc.) Oakville	Province Manitoba	Postal code R0H 0Y0
The security being (type(s) of security)			on (asset(s))	

See attached Schedule "A"

See attached Schedule "A"

This is Exhibit " C " referred to in the
Affidavit of Cornell Smith

SWORN before me this 16 day
of July A.D. 2023

Dated this 16th day of June, 2023 at Winnipeg MB

Bank of Montreal

Name of secured creditor or authorized representative (print)

[Signature]
A Commissioner for Oaths in and for
the Province of Manitoba.

My commission expires: [Signature]

Signature of secured creditor or authorized representative

204-956-3532

Creditor's phone number and ext.

howden@pitblado.com

Email address of secured creditor or authorized representative

204-957-0227

Creditor's fax number

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- a) currently engaged in farming for commercial purposes; and
- b) insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement. Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service

<https://agriculture.canada.ca/en/agricultural-programs-and-services/farm-debt-mediation-service>

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

Eastern Canada Office

Tel: 1-866-452-5556

Email: aafc.fdmseast-smmeaest.aac@agr.gc.ca

Fax: 1-506-452-4975

Western Canada Office

Tel: 1-866-452-5556

Email: aafc.fdmwest-smmeaouest.aac@agr.gc.ca

Fax: 1-306-780-7353

**Schedule "A" attached hereto and forming part of Notice of Intent by Bank of Montreal to
Genesis Inc.**

1. Guarantees of Can-Am Genetics Inc. dated February 23, 2011, April 9, 2018 and February 5, 2019.
2. Guarantees of Genesis Genetics, Inc. dated February 23, 2011, April 9, 2018, February 5, 2019 and March 22, 2019.
3. EDC Guarantee dated April 19, 2019.
4. General Security Agreement dated March 22, 2011
A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry as No. 201102738905 on February 22, 2011.
5. Bank Act Security
Registered as No. 01261806 on March 4, 2011.
6. General Assignment of Book Debts
A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry on April 9, 2018 as No. 201805918808.
7. Standby Letter of Credit/Guarantee Indemnity dated July 4, 2019.

This is **Exhibit “JJ”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

**TAYLOR
McCAFFREY**
LAWYERS

Taylor McCaffrey LLP
2200 - 201 Portage Avenue
Winnipeg, MB R3B 3L3

David R.M. Jackson*

*Professional services provided through
D.R.M. Jackson Law Corporation
Direct Line: 204.988.0375
Direct Fax: 204.953.7178
Email: djackson@tmlawyers.com
Assistant: Laura Leigh Buley
Direct Line: 204.988.0374

June 21, 2023

REGISTERED MAIL & E-MAIL (jimlong@genesus.com)

Genesis Inc.
101 - 2nd Street, P.O. Box 278
Oakville, Manitoba
R0H 0Y0

COPY

Attention: James Ronald Long

Dear Sir:

Re: Farm Credit Canada ("FCC") v. Genesis Inc. ("Genesis")

Please be advised that we are legal counsel for FCC with respect to the above-noted matter. We are advised that you are in default of your existing credit facilities and that as of June 20, 2023 the outstanding balance of principal and interest is \$2,108,338.11, particulars of which are as follows:

Loan No.	Amount
549187-001	\$781,174.42
558562-001	\$123,173.74
687556-001	\$431,325.33
723737-001	\$772,664.62

Interest and costs continue to accrue thereon.

On behalf of FCC we hereby make formal demand for repayment of the above-noted indebtedness. Unless satisfactory arrangements are made to repay the indebtedness within 15 business days of the date of this letter. We will seek our client's instructions to proceed with its enforcement remedies. In that respect we provide you with the applicable Notice of Intention to Enforce Security under Section 244 of the *Bankruptcy and Insolvency Act* and the Section 21 of the *Farm Debt Mediation Act*.

TMLAWYERS.COM

Govern yourself accordingly.

Yours truly,

TAYLOR McCAFFREY LLP

Per:

DAVID R.M. JACKSON

DJAC/lb

Encls.

cc Genesis Genetics Inc.

cc Robert Alan Kemp

cc James Ronald Long

cc Daniel Joseph Van Schepdael

cc Michael John Van Schepdael

cc FCC, Attn: Wendy Gooding



**NOTICE OF INTENTION TO ENFORCE SECURITY
UNDER THE BANKRUPTCY AND INSOLVENCY ACT**

TO: **GENESUS INC.**, insolvent person

TAKE NOTICE THAT:

1. **FARM CREDIT CANADA**, a secured creditor, intends to enforce its security on the insolvent person's property described below:

All of the insolvent person's present and after-acquired undertaking, property and assets including, without limitation, the lands legally described as follows:

Title No.	Legal Description
2712003/5	THE NW 1/4 OF SECTION 32-13-23 WPM EXC FIRSTLY: ROAD PLAN 4563 NLTO EXC SECONDLY: ALL MINES AND MINERALS IN TRANSFERS 100373 AND 1025254 NLTO
2698800/1	LOT 3 PLAN 18974 WLTO IN RL 12 TO 14 PARISH OF ST CHARLES

2. The security that is to be enforced is in the form of:
- a) General Security Agreement dated May 23, 2019;
 - b) Real Property Mortgage dated March 3, 2014 and registered in the Neepawa Land Titles Office as No. 1105775/5 as amended April 14, 2020 as No. 1143213/5;
 - c) Real Property Mortgage dated November 21, 2013 and registered in the Winnipeg Land Titles Office as No. 4434702/1 as amended by Amending Agreement registered as No. 4704984/1 and Amending Agreement No. 5029775/1.
3. The total amount of the indebtedness secured is \$2,108,338.11 as at June 20, 2023. Interest and costs accrue thereon.

4. The secured creditor will not have the right to enforce the security until after expiration of the 10 day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Winnipeg, this 21st day of June, 2023.

FARM CREDIT CANADA
by its solicitor and agent **TAYLOR McCAFFREY LLP**

Per:



DAVID R.M. JACKSON



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor
FARM CREDIT CANADA

To enforce a remedy against the property of; or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Full name of farmer or business name
GENESUS INC.

Farmer's address

Unit/Suite/Apt.	Street Number	Number Suffix	Street Name	Street Type
	101 - 2nd Street		Oakville	
Street direction	PO Box or Route Number	Municipality (City, Town, etc.)	Province	Postal code
		Oakville	Manitoba	R0H 0Y0

The security being (type(s) of security)	on (asset(s))
See Schedule A.	see schedule B.

Dated this 21st day of June 2023 at winnipeg, Manitoba

FARM CREDIT CANADA BY ITS SOLICITOR AND AGENT

Creditor's name (print)

TAYLOR MCCAFFREY LLP PER: DAVID R.M. JACKSON

204-988-0375

Signature of secured creditor or authorized representative

Creditor's phone number and ext.

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors and to obtain a stay of proceedings against this action. Provided you are:

- a) currently engaged in farming for commercial purposes; and
- b) insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement.

Application forms and more information about the service can be obtained from:

Farm Debt Mediation Service
1-866-452-5556

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPJ-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

SCHEDULE A

- a) General Security Agreement dated May 23, 2019;
- b) Real Property Mortgage dated March 3, 2014 and registered in the Neepawa Land Titles Office as No. 1105775/5 as amended April 14, 2020 as No. 1143213/5;
- c) Real Property Mortgage dated November 21, 2013 and registered in the Winnipeg Land Titles Office as No. 4434702/1 as amended by Amending Agreement registered as No. 4704984/1 and Amending Agreement No. 5029775/1.

SCHEDULE B

All of the insolvent person's present and after-acquired undertaking, property and assets including, without limitation, the lands legally described as follows:

Title No.	Legal Description
2712003/5	THE NW 1/4 OF SECTION 32-13-23 WPM EXC FIRSTLY: ROAD PLAN 4563 NLTO EXC SECONDLY: ALL MINES AND MINERALS IN TRANSFERS 100373 AND 1025254 NLTO
2698800/1	LOT 3 PLAN 18974 WLTO IN RL 12 TO 14 PARISH OF ST CHARLES

**TAYLOR
McCAFFREY**
LAWYERS

Taylor McCaffrey LLP
2200 - 201 Portage Avenue
Winnipeg, MB R3B 3L3

David R.M. Jackson*
*Professional services provided through
D.R.M. Jackson Law Corporation
Direct Line: 204.988.0375
Direct Fax: 204.953.7178
Email: djackson@tmlawyers.com
Assistant: Laura Leigh Buley
Direct Line: 204.988.0374

June 21, 2023

REGISTERED MAIL & E-MAIL (jimlong@genesus.com)

Genesis Genetics Inc.
101 - 2nd Street, P.O. Box 278
Oakville, Manitoba
R0H 0Y0

Attention: James Ronald Long

Dear Sir:

Re: **Farm Credit Canada ("FCC") v. Genesis Inc. ("Genesis")**

Please be advised that we are legal counsel for FCC with respect to the above-noted matter.

We have been provided with your Guarantee of the liabilities of Genesis dated August 18, 2010 in an unlimited amount.

As you are aware Genesis has defaulted under its credit facilities and formal demand for payment has been made on Genesis and as of June 20, 2023 the outstanding indebtedness owing is \$2,108,338.11. Interest and costs accrue thereon.

On behalf of FCC we hereby make formal demand that you honour your obligations under the above-referenced Guarantee. Unless satisfactory arrangements are made for payment of same within 15 business days of the date of this we will seek our client's instructions to proceed with its enforcement remedies.

Govern yourself accordingly.

Yours truly,
TAYLOR McCAFFREY LLP
Per:
DAVID R.M. JACKSON

DJAC/lb - Encls.
cc FCC, Attn: Wendy Gooding

COPY

**TAYLOR
McCAFFREY**
LAWYERS

Taylor McCaffrey LLP
2200 - 201 Portage Avenue
Winnipeg, MB R3B 3L3

David R.M. Jackson*

*Professional services provided through
D.R.M. Jackson Law Corporation
Direct Line: 204.988.0375
Direct Fax: 204.953.7178
Email: djackson@tmlawyers.com
Assistant: Laura Leigh Buley
Direct Line: 204.988.0374

June 21, 2023

REGISTERED MAIL & E-MAIL (kempb@shaw.ca)

Robert Alan Kemp
54 Coachwood PT W
Lethbridge, Alberta
T1K 6A9

COPY

Dear Sir:

Re: Farm Credit Canada ("FCC") v. Genesis Inc. ("Genesis")

Please be advised that we are legal counsel for FCC with respect to the above-noted matter.

We have been provided with your Guarantee of the liabilities of Genesis dated December 13, 2018 limited to the amount of \$221,500.00.

As you are aware Genesis has defaulted under its credit facilities and formal demand for payment has been made on Genesis and as of June 20, 2023 the outstanding indebtedness owing is \$2,108,338.11. Interest and costs accrue thereon.

On behalf of FCC we hereby make formal demand that you honour your obligations under the above-referenced Guarantee. Unless satisfactory arrangements are made for payment of same within 15 business days of the date of this we will seek our client's instructions to proceed with its enforcement remedies.

Govern yourself accordingly.

Yours truly,
TAYLOR McCAFFREY LLP
Per:
DAVID R.M. JACKSON

DJAC/lb - Encls.
cc FCC, Attn: Wendy Gooding

**TAYLOR
McCAFFREY**
LAWYERS

Taylor McCaffrey LLP
2200 - 201 Portage Avenue
Winnipeg, MB R3B3L3

David R.M. Jackson*
*Professional services provided through
D.R.M. Jackson Law Corporation
Direct Line: 204.988.0375
Direct Fax: 204.953.7178
Email: djackson@tmlawyers.com
Assistant: Laura Leigh Buley
Direct Line: 204.988.0374

June 21, 2023

REGISTERED MAIL & E-MAIL (jimlong@genesus.com)

James Ronald Long
70 Camberdale Place
London, Ontario
N6K 4A1

COPY

Dear Sir:

Re: Farm Credit Canada ("FCC") v. Genesis Inc. ("Genesis")

Please be advised that we are legal counsel for FCC with respect to the above-noted matter.

We have been provided with your Guarantee of the liabilities of Genesis dated December 13, 2018 limited to the amount of \$221,500.00.

As you are aware Genesis has defaulted under its credit facilities and formal demand for payment has been made on Genesis and as of June 20, 2023 the outstanding indebtedness owing is \$2,108,338.11. Interest and costs accrue thereon.

On behalf of FCC we hereby make formal demand that you honour your obligations under the above-referenced Guarantee. Unless satisfactory arrangements are made for payment of same within 15 business days of the date of this we will seek our client's instructions to proceed with its enforcement remedies.

Govern yourself accordingly.

Yours truly,
TAYLOR McCAFFREY LLP
Per:
DAVID R.M. JACKSON

✓ DJAC/lb - Encls.
cc FCC, Attn: Wendy Gooding

**TAYLOR
McCAFFREY**
LAWYERS

Taylor McCaffrey LLP
2200 - 201 Portage Avenue
Winnipeg, MB R3B3L3

David R.M. Jackson*
*Professional services provided through
D.R.M. Jackson Law Corporation
Direct Line: 204.988.0375
Direct Fax: 204.953.7178
Email: djackson@tmlawyers.com
Assistant: Laura Leigh Buley
Direct Line: 204.988.0374

June 21, 2023

REGISTERED MAIL & E-MAIL (dvs@highspeedcrew.ca)

Daniel Joseph Van Schepdael
Grp. 8, P.O. Box 2, R.R. 1
East Selkirk, Manitoba
ROE DMO

COPY

Dear Sir:

Re: Farm Credit Canada ("FCC") v. Genesis Inc. ("Genesis")

Please be advised that we are legal counsel for FCC with respect to the above-noted matter.

We have been provided with your Guarantee of the liabilities of Genesis dated December 13, 2018 limited to the amount of \$181,100.00.

As you are aware Genesis has defaulted under its credit facilities and formal demand for payment has been made on Genesis and as of June 20, 2023 the outstanding indebtedness owing is \$2,108,338.11. Interest and costs accrue thereon.

On behalf of FCC we hereby make formal demand that you honour your obligations under the above-referenced Guarantee. Unless satisfactory arrangements are made for payment of same within 15 business days of the date of this we will seek our client's instructions to proceed with its enforcement remedies.

Govern yourself accordingly.

Yours truly,
TAYLOR McCAFFREY LLP
Per:
DAVID R.M. JACKSON

DJAC/lb - Encls.
cc FCC, Attn: Wendy Gooding

**TAYLOR
McCAFFREY**
LAWYERS

Taylor McCaffrey LLP
2200 - 201, Portage Avenue
Winnipeg, MB R3B3L3

David R.M. Jackson*

*Professional services provided through
D.R.M. Jackson Law Corporation
Direct Line: 204.988.0375
Direct Fax: 204.953.7178
Email: djackson@tmlawyers.com
Assistant: Laura Leigh Buley
Direct Line: 204.988.0374

June 21, 2023

REGISTERED MAIL & E-MAIL (mike@genesus.com)

Michael John Van Schepdael
79 Oceanridge Drive
Winnipeg, Manitoba
R3Y 1W6

Dear Sir:

Re: **Farm Credit Canada ("FCC") v. Genesis Inc. ("Genesis")**

Please be advised that we are legal counsel for FCC with respect to the above-noted matter.

We have been provided with your Guarantee of the liabilities of Genesis dated December 13, 2018 limited to the amount of \$375,900.00.

As you are aware Genesis has defaulted under its credit facilities and formal demand for payment has been made on Genesis and as of June 20, 2023 the outstanding indebtedness owing is \$2,108,338.11. Interest and costs accrue thereon.

On behalf of FCC we hereby make formal demand that you honour your obligations under the above-referenced Guarantee. Unless satisfactory arrangements are made for payment of same within 15 business days of the date of this we will seek our client's instructions to proceed with its enforcement remedies.

Govern yourself accordingly.

Yours truly,
TAYLOR McCAFFREY LLP
Per:
DAVID R.M. JACKSON

DJAC/lb - Encls.
cc FCC, Attn: Wendy Gooding

COPY

This is **Exhibit “KK”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'Michael', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

This Forbearance Agreement made effective the 30th day of September, 2023 (the "Effective Date")

BETWEEN:

BANK OF MONTREAL

("BMO")

- and -

GENESUS INC.

("Genesis")

- and -

CAN-AM GENETICS INC.

("Can-Am")

- and -

GENESUS GENETICS, INC.

("GGI")

FORBEARANCE AGREEMENT

WHEREAS:

- A. Genesis and Can-Am are both corporations incorporated pursuant to the laws of the Province of Manitoba;
- B. GGI is a corporation incorporated pursuant to the laws of the State of South Dakota, USA;
- C. Pursuant to certain loan commitments between BMO and Genesis dated February 7, 2011 and March 19, 2019, as amended in writing on March 26, 2020, September 14, 2021 and September 14, 2022, and an operating loan agreement dated February 23, 2011 as amended April 9, 2018 (collectively the "Genesis Loan") Genesis is indebted to BMO in the sum of \$7,109,715.78 as at June 8, 2023 together with interest thereon, calculated as follows:

Demand Operating Account 0545-1998-976	\$ 6,985,506.60
Accrued Interest	13,859.18
Other charges	110,350.00
Total	\$ 7,109,715.78

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 3.5% per annum until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Genesis Loan and its Security (the "Genesis Debt");

- D. Pursuant to certain loan commitments between BMO and Can-Am dated February 7, 2011, as amended and an operating loan agreement dated February 23, 2011 as amended February 5, 2019 (collectively the "Can-Am Loan"), Can-Am is indebted to BMO in the total sum of \$400,891.06, as at June 8, 2023 together with interest thereon, calculated as follows:

Demand Operating Account 0545-1998-941	\$399,973.44
Accrued Interest	892.62
Other charges	<u>25.00</u>
Total	\$400,891.06

Plus interest from and after June 8, 2023 at the prime rate of BMO in effect from time to time plus 4.5% per annum until payment in full, plus legal fees and disbursements incurred by BMO in enforcement of the Can-Am Loan and its Security (the "Can-Am Debt");

- E. In consideration of the Genesis Loan and as security for repayment thereof, Can-Am provided written guarantees dated February 23, 2011, April 9, 2018, February 5, 2019 and October 19, 2021 (the "Can-Am Guarantees") whereby Can-Am guaranteed payment to BMO of all present and future debts and liabilities of Genesis plus interest from the date of demand at the prime rate of BMO in effect from time to time plus 5.0% per annum until payment in full;
- F. In consideration of the Can-Am Loan and as security for the repayment thereof, Genesis provided a written guarantee dated February 23, 2011 (the "Genesis Guarantee") whereby Genesis guaranteed payment to BMO of all present and future debts and liabilities of Can-Am to a principal limit of \$400,000.00 plus interest from the date of demand at the prime rate of BMO in effect from time to time plus 3.0% per annum until payment in full;
- G. In consideration of the Genesis Loan and as security for repayment thereof, GGI provided written guarantees dated February 23, 2011, April 9, 2018, February 5, 2019, March 22, 2019 and October 19, 2021 (the "GGI Guarantees"), whereby GGI guaranteed payment to BMO of all present and future debts and liabilities of Genesis plus interest from the date of demand at the rates in effect from time to time per annum on the Genesis Loan until payment in full;
- H. The Can-Am Guarantee, Genesis Guarantee and GGI Guarantee are hereinafter referred to collectively as the "Guarantees" and Can-Am, Genesis and GGI are collectively the "Guarantors".
- I. As security for repayment to BMO of the Genesis Loan, Genesis has granted to BMO the security described in Schedule "A" hereto (the "Genesis Security");
- J. As security for repayment of the Can-Am Loan, Can-am has granted to BMO the security described in Schedule "B" hereto (the "Can-Am Security");
- K. As security for repayment, and in support of the GGI Guarantees, GGI granted to BMO the security described in Schedule "C" hereto (the "GGI Security");

- L. The Genesis Security, Can-Am Security and GGI Security are hereinafter referred to collectively as the "**Security**".
- M. The Genesis Debt and the Can-Am Debt are hereinafter referred to collectively as the "**Debt**".
- N. Genesis and Can-Am have defaulted under the terms of the Genesis Loan and Can-Am Loan (the "**Default**");
- O. On July 10, 2023, BMO demanded payment of the Debt from Genesis and Can Am (the "**Debtors**") and served Notices of Intention to Enforce Security pursuant to Section 244 of the *Bankruptcy and Insolvency Act* ("**BIA**") and Notices of Intent by Secured Creditor pursuant to the *Farm Debt Mediation Act* ("**FDMA**");
- P. On July 10, 2023, BMO demanded payment under the Guarantees with respect to the Debt, and served upon GGI a Notice of Intention to Enforce Security pursuant to Section 244 of the BIA and Notice of Intent by Secured Creditor pursuant to the FDMA;
- Q. The Debtors and Guarantors are presently in Default of their covenants and other obligations to BMO under the Genesis Loan, Can-Am Loan, the Security and the Guarantees;
- R. The Debtors and Guarantors acknowledge and agree that the Debt under the Genesis Loan and Can-Am Loan is due and payable in full, and that BMO is in a position to enforce the Genesis Loan, Can-Am Loan, and its Security;
- S. The Debtors and Guarantors have requested that BMO forbear from enforcement of the Genesis Loan, Can-Am Loan, Security and Guarantees to provide the Debtors and Guarantors with additional time to pay out the Debt to BMO in full;
- T. The Debtors have engaged Deloitte Restructuring Inc. to assist with formulation of a plan to pay out the Debt to BMO in full.
- U. BMO has agreed, subject to the terms and conditions in this Forbearance Agreement, to forbear from immediate enforcement of the Debt, the Genesis Loan, Can-Am Loan, the Security and the Guarantees;
- V. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Genesis Loan, the Can-Am Loan and Security;
- W. This paragraph and the preceding recital paragraphs are collectively referred to as the "**Preamble**".

NOW THEREFORE this Forbearance Agreement provides that, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BMO, the Debtors and the Guarantors agree as follows:

ACKNOWLEDGEMENT

1. The Debtors and Guarantors acknowledge, represent and warrant to BMO that the facts set out in the Preamble are accurate and complete in every respect and form an integral part of this Agreement.
2. The Debtors and Guarantors hereby agree and acknowledge that the Debt owing under the Genesis Loan and Can-Am Loan is now due and owing to BMO in full, without deduction or set off.
3. The Debtors and Guarantors hereby agree and acknowledge the Default, and that BMO was entitled to make demand and serve the Notices of Intention to Enforce Security under the BIA and the Notices of Intent by Secured Creditor pursuant to the FDMA.
4. The Debtors and Guarantors agree and acknowledge that the Security is valid, enforceable and in full force and effect in accordance with the terms thereof.
5. The Guarantors acknowledge that they are liable under the terms of the Guarantees in connection with the Genesis Loan and Can-Am Loan and the Guarantors agree to pay the Debt and/or other obligations according to the terms of the Guarantees and the Security.
6. The Debtors and Guarantors, and each of them, have no claims of any kind against BMO, and the Debtors and Guarantors release BMO from any and all claims which may exist with respect to the Genesis Loan, Can-Am Loan, the Security and the Guarantees.
7. The Debtors and Guarantors hereby waive and agree not to assert or cause to be asserted any defences or rights with respect to the legal effect of the Genesis Loan, Can-Am Loan, the Security or the Guarantees.
8. All terms and conditions of the Genesis Loan, Can-Am Loan, Guarantees and Security shall remain in full force and effect except as amended herein, and nothing in the Forbearance Agreement shall constitute a consent or waiver of any provisions of the Genesis Loan, Can-Am Loan, Guarantee and Security and BMO expressly reserves all of its rights and remedies therein.
9. The Debtors acknowledge and agree that they shall not take any proceedings under the BIA or the CCAA (or any other proceedings in which a stay of proceedings against creditors may be ordered) without the consent of BMO in advance which would have the effect of delaying or staying BMO's right to immediately enforce the Security.

CONSENT RECEIVERSHIP ORDER AND CONSENT TO JUDGMENT

10. As consideration for this Forbearance Agreement, the Debtors and Guarantors agree to execute a Consent to Receivership Order, substantially in the form attached hereto as **Schedule "E"** to be held in trust by counsel for BMO and not to be filed in court or otherwise used unless the Forbearance Agreement has expired or been terminated pursuant to the terms hereof.
11. The Debtors and Guarantors agree to execute a Consent to Judgment, substantially in the form attached hereto as **Schedule "F"** to be held in trust by counsel for BMO and not to be filed in court or otherwise used unless the Forbearance Agreement has expired or been terminated pursuant to the terms hereof.

FORBEARANCE

12. BMO agrees that it will not proceed to take further steps to recover payment of the Debt, or to enforce its Security until 11:59 p.m. on January 15, 2024 (the "**Forbearance Term**"), provided that all the terms and conditions of this Forbearance Agreement are complied with.
13. On or before the expiry of the Forbearance Term (unless terminated earlier in accordance with this Agreement), BMO shall review each of the Genesis Loan and Can-Am Loan and at its sole discretion shall determine whether to extend this Agreement or take such steps as it deems necessary to recover the Debt and enforce its Security.
14. There shall be no obligation to make payments of principal or interest on any of the Genesis Loan, Can-Am Loan, or Guarantees during the Forbearance Term. Interest shall continue to accrue on the Debt during the Forbearance Term in accordance with the Genesis Loan and Can-Am Loan.

FINANCIAL TERMS

15. The Debtors agree that they shall be liable for all costs reasonably incurred by BMO respecting enforcement of its Security and proceedings under the Debt, including the fees and disbursements of its consultant BDO appointed pursuant to this agreement, and the costs of negotiation, preparation and completion of this Forbearance Agreement, including legal fees on a solicitor and own client basis (the "**Costs**").
16. BMO shall have the right to pay the Costs and add such Costs to the Debt.
17. The full balance of the Debt, together with accrued interest and Costs thereon is due and payable on January 15, 2024 at the end of the Forbearance Term.
18. The Debtors shall pay to BMO a nonrefundable forbearance fee of \$45,000.00 on or before October 30, 2023 (which forbearance fee shall be paid to BMO from the sale of proceeds of the St. Andrews Property as set out in paragraph 25 hereof); and
19. BMO is under no obligation to provide any additional credit facilities to the Debtors.

ADDITIONAL OBLIGATIONS

20. The Debtors and Guarantors further acknowledge and agree that:
- (a) They shall not grant any additional Security, interest or charges to any other party without the consent in writing of BMO (save and except as may be necessary to obtain financing for the purposes of paying out the Debt to BMO in full);
 - (b) They shall give BMO prompt written notice of the occurrence of any event which could adversely affect or impair the ability of BMO to collect upon the Debt, to realize upon its Security or the Guarantees, or which may result in a material adverse effect upon the business operations or financial position of the Debtors and/or the Guarantors;
 - (c) The Debtors shall pay and keep current all statutory remittances, including, without limitation, source deductions, GST, and RST;
 - (d) The Debtors shall maintain all deposit accounts solely with BMO, and all accounts receivable and other revenue and cash resources of the Debtors shall be deposited to the Debtors' account;
 - (e) No changes in ownership of the Debtors shall be made without the prior written approval of BMO, which approval shall not be unreasonably withheld;
 - (f) No sale or transfer of material assets by the Debtors outside the ordinary course of business shall be made without the prior written approval of BMO;
 - (g) No additional debt outside the ordinary course of business is to be incurred by the Debtors without the prior written approval of BMO;
 - (h) No payment of shareholder loans or intercompany debt shall be made without the prior written approval of BMO;
 - (i) The Debtors shall report bi-weekly forecast-to-actual results with respect to the Cash Flows of the Debtors;
 - (j) The Debtors shall provide to BMO monthly reporting, including, without limitation, income statements, balance sheets and account receivable/account payable statements, to be provided to BMO by the 21st day following the prior month;
 - (k) The Debtors shall report to BMO monthly about the status of the SR & ED process;
 - (l) As soon as reasonably possible, the Debtors shall provide to BMO the Debtors' 2021 and 2022 financial statements (prepared by external accountants);
 - (m) The Debtors shall provide any other financial information reasonably requested by BMO;
 - (n) The Debtors shall consent in writing to BMO's appointment of BDO as monitor and consultant, on terms and conditions acceptable to BMO in its sole discretion. The Debtors shall cooperate with BDO, and provide BDO with financial information

upon request by BDO, including but not limited to daily inflow and outflow of cash, AR, AP, income and balance sheets, for BDO's review and reconciliation.

ADDITIONAL SECURITY

21. In consideration of this Forbearance Agreement and as security for the repayment of the Debt owing, the Debtors agree to provide BMO with an all obligations second mortgage against all of the land and premises owned by Genesis and Can-Am as set out in Schedule "D" hereto (the "Second Mortgage"). The Second Mortgage shall be a Demand Mortgage in the sum of \$8,000,000.00, subordinate only to first mortgages to Farm Credit Canada ("FCC"), and subject to provision of a Forbearance Agreement between FCC and the Debtors, in a form satisfactory to BMO at its sole discretion.
22. The Debtors agree to execute all documents as may be required to subordinate and postpone security registered by Genesis against the land and premises owned by Can-Am (as set out in Schedule "D" hereto), including, without limitation, Mortgage Nos. 1219289/2, 3602692/1 and Fiat Debenture No. 113435/3.

CAN-AM PROPERTY

23. The Debtors intend to sell the lands and premises legally described as:

Title 2228575/1

NW 1/4 20-16-4 EPM,
 EXC: FIRSTLY: DRAIN PLAN 6225 WLTO
 SECONDLY: ROAD PLAN 32605 WLTO AND
 THIRDLY: ALL MINES AND MINERALS SET FORTH IN THE ORIGINAL
 GRANT FROM THE CROWN

Title 2228578/1

SW 1/4 20-6-4 EPM,
 SUBJECT TO THE RESERVATIONS AND PROVISOS CONTAINED IN THE
 GRANT FROM THE CROWN.

(the "St. Andrews Property")

24. The Debtors agree that they shall provide copies of any contemplated offers to purchase the St. Andrews Property for the approval of BMO, which approval shall not be unreasonably withheld.
25. BMO and the Debtors agree that the sale proceeds of the St. Andrews Property shall be disbursed as follows:
 - (a) To any outstanding real property taxes with respect to the St. Andrews Property;
 - (b) To reasonable costs and disbursements incidental to the sale of the St. Andrews Property including, without limitation, real estate commissions (if any), reasonable legal fees and disbursements and applicable taxes thereon;

- (c) To FCC for payment of the balance due under its First Mortgage;
 - (d) To FCC the additional sum of \$250,000.00 to be applied by FCC in reduction of the debt owing by Genesis to FCC (guaranteed by Can-Am);
 - (e) To BDO in the sum of \$110,000.00 (approximately) for payment of its account for consulting services;
 - (f) To BMO in the sum of \$45,000.00 for payment of the non-refundable forbearance fee (as set out in paragraph 18 hereof);
 - (g) Balance of the net sale proceeds to BMO.
26. The Debtors agree to execute an irrevocable Order to Pay and provide an acknowledgement and undertaking from their solicitors to pay the sale proceeds in the manner set out in paragraph 25 hereof, said Order to Pay in a form satisfactory to BMO.

TERMINATION

27. In the event of termination of this Forbearance Agreement for any of the reasons as set out below or upon expiry of the Forbearance Term in the absence of payment of the Debt in full, the Debtors and Guarantors agree that BMO may immediately proceed to take such steps as it deems necessary to recover payment of the Debt, including enforcement of its Security without further notice to the Debtors and Guarantors.
28. BMO may terminate this Forbearance Agreement on 5 days' written notice to the Debtors sent in accordance with paragraph 31 of this Agreement, and containing particulars of the default alleged, in the event that:
- (a) The Debtors and/or Guarantors fail to observe or perform any obligation, covenant, term, provision or condition contained in this Agreement;
 - (b) BMO acting reasonably and in good faith, determines that there has been further deterioration in the existing Default or a new Default under the Genesis Loan and/or Can-Am Loan and Security such that BMO, acting reasonably, deems the Security to be in jeopardy;
 - (c) In the sole opinion of BMO, acting reasonably and in good faith, there has or will be a material adverse change in the Debtors' or Guarantors' operations or financial position;
 - (d) The Debtors or Guarantors are assigned into bankruptcy;
 - (e) Any creditor, including but not limited to FCC, exercises any rights or takes any proceedings against the property, assets or undertaking of any of the Debtors or Guarantors.

AMENDMENT

29. Any amendment to this Forbearance Agreement must be made in writing or it shall have no force or effect. There are no representations, warranties or collateral agreements in effect among BMO, the Debtors or the Guarantors.

BINDING

30. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and permitted assigns.
31. The parties acknowledge hereto and agree that they have entered into this Agreement freely, having had the opportunity to obtain independent legal advice. The parties agree that time shall be of the essence of this Agreement.

COUNTERPARTS

32. This Agreement may be signed in counterparts.

NOTICE

33. Any notice required to be given to any party hereunder may be given to that party by e-mail or delivery as follows:

- As to the Debtors:

c/o Fillmore Riley LLP
1700 - 360 Main Street
Winnipeg, MB R3C 3Z3
Attention: Kalev A. Anniko
kanniko@fillmoreriley.com

- As to BMO:

Bank of Montreal
c/o Pitblado LLP
2500 - 360 Main Street
Winnipeg, MB R3C 4H6
Attention: Catherine Howden
howden@pitblado.com

ADDITIONAL DOCUMENTS

34. The parties agree that they shall promptly execute such further documents as may be reasonably required to fulfill and implement the intention of this Agreement.

SEVERABILITY

35. If any provision of this Forbearance Agreement shall be deemed or determined by any court to be invalid or void, the remaining provisions shall remain in full force and effect.

Signed this 30 day of September, 2023.

BANK OF MONTREAL

Per: Ed Barrington

Ed Barrington, Senior Account Manager SAMU

GENESUS INC.

Per: [Signature]

CAN-AM GENETICS INC.

Per: [Signature]

GENESUS GENETICS, INC.

Per: [Signature]

Schedule "A"

Genesis Security

1. Guarantees of Can-Am dated February 23, 2011, April 9, 2018, February 5, 2019 and October 19, 2021.
2. Guarantees of GGI dated February 23, 2011, April 9, 2018, February 5, 2019, March 22, 2019 and October 19, 2021.
3. EDC Guarantee dated April 19, 2019.
4. General Security Agreement dated March 22, 2011
A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry as No. 201102738905 on February 22, 2011.
5. Bank Act Security
Registered as No. 01261806 on March 4, 2011.
6. General Assignment of Book Debts
A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry on April 9, 2018 as No. 201805918808.
7. Standby Letter of Credit/Guarantee Indemnity dated July 4, 2019.

Schedule "B"

Can-Am Security

1. Guarantee of Genesis dated February 23, 2011.

2. Guarantee of GGI dated February 23, 2019.

3. General Security Agreement dated March 29, 2011

A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry as No. 201102740306 on February 22, 2011.

4. Bank Act Security

Registered as No. 01261806 on March 4, 2011.

5. General Assignment of Book Debts dated March 29, 2011

A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry on February 22, 2011 as No. 201102740306.

Schedule "C"

GGI Security

1. General Security Agreement dated February 23, 2011

A Financing Statement perfecting the security interest was filed in the Manitoba Personal Property Registry as No. 201103846701 on March 11, 2011.

A Uniform Commercial Code Filing No. 20212811032550 was filed 10/08/2021 in the State of South Dakota.

Schedule "D"

Land and Premises Owned by Genesis and Can-Am

Genesis Property

Title 2316076/3

AT OAKVILLE AND BEING:

PARCEL 1: LOT 4 AND THE NLY 50 FEET PERP OF LOT 5 BLOCK 1
PLAN 226 PLTO IN NW 1/4 18-11-4 WPM

PARCEL 2: LOTS 3 AND 5 BLOCK 1 PLAN 226 PLTO, EXC
FIRSTLY: OUT OF LOT 5 THE NLY 50 FEET PERP
AND SECONDLY: ALL MINES AND MINERALS VESTED IN THE CROWN
(MANITOBA) BY THE REAL PROPERTY ACT
IN NW 1/4 18-11-4 WPM

Title 2698800/1

LOT 3 PLAN 13974 WLTO
IN RL 12 TO 14 PARISH OF ST CHARLES

Title 2712003.5

THE NW 1/4 OF SECTION 32-13-23 WPM
ESC FIRSTLY: ROAD PLAN 4563 NLTO
ESC SECONDLY: ALL MINES AND MINERALS IN TRANSFERS 100373 AND
1025254 NLTO

Can-Am Property

Title 1848166/2

S'W 1/4 21-12-22 WPM
EXC ROAD PLAN 1650 BLTO

Title 1892437/2

NW 1/4 21-12-22 WPM
EXC NLY 1320 FEET PERP

Title 2084368/3

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

Title 2228575/1

NW 1/4 20-16-4 EPM,
EXC: FIRSTLY: DRAIN PLAN 6225 WLTO
SECONDLY: ROAD PLAN 32605 WLTO AND
THIRDLY: ALL MINES AND MINERALS SET FORTH IN THE ORIGINAL GRANT
FROM THE CROWN

Title 2228578/1

SW 1/4 20-16-4 EPM,
SUBJECT TO THE RESERVATIONS AND PROVISOS CONTAINED IN THE GRANT
FROM THE CROWN.

Title 1956270/2

LOTS 16 AND 17 BLOCK 3 PLAN 190 BLTO
IN E 1/2 7-12-22 WPM

Title 1956271/2

LOTS 12 AND 13 BLOCK 2 PLAN 145 BLTO
EXC ALL MINES AND MINERALS VESTED IN THE CROWN (MANITOBA) BY THE
REAL PROPERTY ACT
IN SE 1/4 7-12-22 WPM

SCHEDULE "E"

THE KING'S BENCH

WINNIPEG CENTRE

IN THE MATTER OF:

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents.

CONSENT TO RECEIVERSHIP ORDER

PITBLADO LLP
2500 - 360 Main Street
Winnipeg, Manitoba
R3C 4H6

Catherine E. Howden

Phone No. 204-956-0560
Fax No. 204-957-0227
Email: howden@pitblado.com

(File No. 638/400)

THE KING'S BENCH

WINNIPEG CENTRE

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

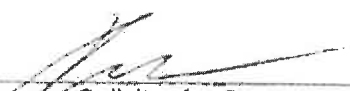
Respondents,

CONSENT TO RECEIVERSHIP ORDER

Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc. hereby consent to a court order appointing a receiver or receiver and manager of all of the property, assets and undertaking of Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc. in form and content substantially as set out in Schedule "A" attached hereto.

Fillmore Riley LLP

Per:



Agent and Solicitor for Genesis Inc.,
Can-Am Genetics Inc. and
Genesis Genetics, Inc.

SCHEDULE "A"

File No. CI 23-01-

THE KING'S BENCH

WINNIPEG CENTRE

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents.

CONSENT RECEIVERSHIP ORDER

PITBLADO LLP
2500 - 360 Main Street
Winnipeg, Manitoba
R3C 4H6

Catherine E. Howden

Phone No. 204-956-0560

Fax No. 204-957-0227

Email: howden@pitblado.com

(File No. 638/400)

THE KING'S BENCH

WINNIPEG CENTRE

THE HONOURABLE
JUSTICE

)
) Thursday, the day of , 2024
)

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents.

CONSENT RECEIVERSHIP ORDER

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 55 of *The Court of King's Bench Act*, C.C.S.M. c. C280 (the "KBA"), appointing _____ as Receiver and Manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondents Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc. (collective the "Debtors") acquired for or used in relation to or arising from a business carried on by the Debtors, including all proceeds thereof (collectively the "Property") was heard this day at the Law Courts Building, 408 York Avenue in Winnipeg, Manitoba.

ON READING the Affidavit of _____ affirmed _____, and on hearing the submissions of counsel for the Applicant, counsel for the Respondents, no one appearing for any other interested party although duly served as appears from the Affidavit of Service of _____ Kesterke sworn _____, and on reading the Consent of _____ to act as the Receiver, the Debtors consenting to this Receivership Order,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 55 of the KBA, _____ is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors relating to, acquired for, or used in relation to a business carried on by the Debtors and including all proceeds thereof (collectively, the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following, in relation to the Property, where the Receiver considers it necessary or desirable:
 - a. to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - b. to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

-
- c. to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
 - d. to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
 - e. to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
 - f. to receive and collect all monies, rents, profits, accounts and other receipts now owed or hereafter owing to the Debtors arising from the Property or any part thereof and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
 - g. to settle, extend or compromise any indebtedness owing to the Debtors;
 - h. to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
 - i. to undertake environmental or workplace safety and health assessments of the Property and operations of the Debtors;
 - j. to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- k. to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- l. to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 59(10) of *The Personal Property Security Act* (Manitoba) or subsection 134(1) of *The Real Property Act* (Manitoba), shall not be required.

- m. to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- n. to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- o. to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- p. to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- q. to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability

to enter into occupation agreements for any property owned or leased by the Debtors;

- r. to assign the Debtors into bankruptcy pursuant to the *Bankruptcy and Insolvency Act*;
- s. to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- t. to retain for the unexpired term, assign, surrender, renegotiate or terminate any lease or agreement related to the Property;
- u. to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.
5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the

foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or against the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way

against or in respect of the Debtors, or the Property are hereby stayed and suspended pending further Order of this Court provided; however, that nothing in this Order shall affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication, cellular and other data services, centralized banking services, payroll services, insurance, transportation

services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the current telephone numbers, facsimile numbers, internet addresses and domain names for the Debtors, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtor until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, *The Environment Act* (Manitoba), *The Water Resources Conservation Act* (Manitoba), *The Contaminated Sites Remediation Act* (Manitoba), *The Dangerous Goods Handling and Transportation Act* (Manitoba), *The Public Health Act* (Manitoba) or *The Workplace Safety and Health Act* (Manitoba) and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the

Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of this Court, but nothing herein shall fetter this Court's discretion to refer such matters to a Master of this Honourable Court.

19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall

constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the Applicant and the Receiver be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier,

personal delivery, facsimile or electronic transmission to the Debtors, the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or notice by courier, personal delivery, facsimile or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

25. THIS COURT ORDERS that counsel for the Receiver shall prepare and keep current a service list ("**Service List**") containing the name and contact information (which may include the address, telephone number and facsimile number or email address) for service to: the Applicant, Applicant's counsel, the Debtors, the Receiver, Receiver's counsel, and each creditor or interested person who has sent a request, in writing, to counsel for the Receiver to be added to the Service List. The Service List shall indicate whether each person on the Service List has elected to be served by email or facsimile, and failing such election the Service List shall indicate service by email. The Service List shall be posted on the website of the Receiver at the address indicated in paragraph 26 herein. **For greater certainty, creditors and other interested Persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Receiver to be added to the Service List shall not be required to be further served in these proceedings.**

26. THIS COURT ORDERS that the Applicant, the Receiver, and any parties on the Service List may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver shall post of copy of any or all such materials on its website at _____. Service shall be deemed valid and sufficient if sent in this manner.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
31. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a solicitor and client basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.
32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Date

JUSTICE BOCK

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

33. THIS IS TO CERTIFY that _____, the receiver and manager (the "Receiver") of the assets, undertakings and properties of Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors and including all proceeds thereof (collectively, the "Property"), appointed by Order of the Manitoba Court of King's Bench (the "Court") dated the ____ day of _____, 202__ (the "Order") made in an action having Court File No. CI 23-01-_____ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
34. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
35. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
36. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____, Winnipeg, Manitoba.
37. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the

Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

38. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

39. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

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

Per: _____

Name:

Title:

SCHEDULE "F"

File No. CI 23-01-

THE KING'S BENCH

WINNIPEG CENTRE

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents.

CONSENT TO JUDGMENT

PITBLADO LLP
Barristers and Solicitors
2500 - 360 Main Street
Winnipeg, Manitoba
R3C 4H6

Catherine E. Howden

Phone No. 956-0560

Fax No. 957-0227

Email: howden@pitblado.com

(File No. 638/400)

THE KING'S BENCH

WINNIPEG CENTRE

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents.

CONSENT TO JUDGMENT

The Defendants hereby consent to Judgment being entered against them, as follows:


- (i) As against Genesis Inc.:
 - (a) The sum of \$7,109,715.78, plus interest from and after June 8, 2023 at the floating base rate of the Plaintiff in effect from time to time plus 3.5% per annum until payment in full;
 - (b) The sum of \$400,000.00, plus interest from and after June 8, 2023 at the floating base rate of the Plaintiff in effect from time to time plus 3.5% per annum until payment in full;
 - (c) Plus costs on a solicitor and own client basis;
 - (d) Less any payments, credits or set offs from and after June 8, 2023;

- (ii) As against Can-Am Genetics Inc.:

- (a) The sum of \$400,891.06, plus interest from and after June 8, 2023 at the floating base rate of the Plaintiff in effect from time to time plus 4.5% per annum until payment in full;
 - (b) The sum of \$7,109,715.78, plus interest from and after June 8, 2023 at the floating base rate of the Plaintiff in effect from time to time plus 5.0% per annum until payment in full;
 - (c) Plus costs on a solicitor and own client basis;
 - (d) Less any payments, credits or set offs from and after June 8, 2023;
- (iii) As against Genesis Genetics, Inc:
- (a) The sum of \$7,109,715.78, plus interest from and after June 8, 2023 at the floating base rate of the Plaintiff in effect from time to time plus 3.5% per annum until payment in full;
 - (b) Plus costs on a solicitor and own client basis;
 - (c) Less any payments, credits or set offs from and after June 8, 2023.

DATED the 29 day of September 2023

Fillmore Riley LLP

Per: 
Counsel for Genesis Inc., Can-Am
Genetics Inc. and Genesis Genetics, Inc.

This is **Exhibit “LL”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

File No. CI 23-01-

SCHEDULE "E"

THE KING'S BENCH

WINNIPEG CENTRE

IN THE MATTER OF:

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents.

CONSENT TO RECEIVERSHIP ORDER

PITBLADO LLP
2500 - 360 Main Street
Winnipeg, Manitoba
R3C 4H6

Catherine E. Howden

Phone No. 204-956-0560
Fax No. 204-957-0227
Email: howden@pitblado.com

(File No. 838/400)

THE KING'S BENCH

WINNIPEG CENTRE

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents,

CONSENT TO RECEIVERSHIP ORDER

Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc. hereby consent to a court order appointing a receiver or receiver and manager of all of the property, assets and undertaking of Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc. in form and content substantially as set out in Schedule "A" attached hereto.

Fillmore Riley LLP

Per:


Agent and Solicitor for Genesis Inc.,
Can-Am Genetics Inc. and
Genesis Genetics, Inc.

SCHEDULE "A"

File No. CI 23-01-

THE KING'S BENCH

WINNIPEG CENTRE

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents.

CONSENT RECEIVERSHIP ORDER

PITBLADO LLP
2500 - 360 Main Street
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Email: howden@pitblado.com

(File No. 638/400)

THE KING'S BENCH

WINNIPEG CENTRE

THE HONOURABLE
JUSTICE

)
) Thursday, the day of , 2024
)

IN THE MATTER OF:

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents.

CONSENT RECEIVERSHIP ORDER

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 55 of *The Court of King's Bench Act*, C.C.S.M. c. C280 (the "KBA"), appointing _____ as Receiver and Manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondents Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc. (collective the "Debtors") acquired for or used in relation to or arising from a business carried on by the Debtors, including all proceeds thereof (collectively the "Property") was heard this day at the Law Courts Building, 408 York Avenue in Winnipeg, Manitoba.

ON READING the Affidavit of _____ affirmed _____, and on hearing the submissions of counsel for the Applicant, counsel for the Respondents, no one appearing for any other interested party although duly served as appears from the Affidavit of Service of _____ Kesterke sworn _____, and on reading the Consent of _____ to act as the Receiver, the Debtors consenting to this Receivership Order,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 55 of the KBA, _____ is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors relating to, acquired for, or used in relation to a business carried on by the Debtors and including all proceeds thereof (collectively, the "Property").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following, in relation to the Property, where the Receiver considers it necessary or desirable:
 - a. to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - b. to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

-
- c. to manage, operate, and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;
 - d. to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
 - e. to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors or any part or parts thereof;
 - f. to receive and collect all monies, rents, profits, accounts and other receipts now owed or hereafter owing to the Debtors arising from the Property or any part thereof and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
 - g. to settle, extend or compromise any indebtedness owing to the Debtors;
 - h. to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
 - i. to undertake environmental or workplace safety and health assessments of the Property and operations of the Debtors;
 - j. to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- k. to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- l. to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 59(10) of *The Personal Property Security Act* (Manitoba) or subsection 134(1) of *The Real Property Act* (Manitoba), shall not be required.

- m. to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- n. to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- o. to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- p. to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- q. to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability

to enter into occupation agreements for any property owned or leased by the Debtors;

- r. to assign the Debtors into bankruptcy pursuant to the *Bankruptcy and Insolvency Act*;
- s. to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- t. to retain for the unexpired term, assign, surrender, renegotiate or terminate any lease or agreement related to the Property;
- u. to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their respective current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.
- 5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the

foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. THIS COURT ORDERS that no Proceeding against or in respect of the Debtors or against the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way

against or in respect of the Debtors, or the Property are hereby stayed and suspended pending further Order of this Court provided; however, that nothing in this Order shall affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "Regulatory Body" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication, cellular and other data services, centralized banking services, payroll services, insurance, transportation

services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the current telephone numbers, facsimile numbers, internet addresses and domain names for the Debtors, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

13. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtor until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

14. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, *The Environment Act* (Manitoba), *The Water Resources Conservation Act* (Manitoba), *The Contaminated Sites Remediation Act* (Manitoba), *The Dangerous Goods Handling and Transportation Act* (Manitoba), *The Public Health Act* (Manitoba) or *The Workplace Safety and Health Act* (Manitoba) and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the

Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

16. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

17. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
18. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of this Court, but nothing herein shall fetter this Court's discretion to refer such matters to a Master of this Honourable Court.
19. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall

constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
21. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
22. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
23. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

24. THIS COURT ORDERS that the Applicant and the Receiver be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier,

personal delivery, facsimile or electronic transmission to the Debtors, the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or notice by courier, personal delivery, facsimile or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

25. THIS COURT ORDERS that counsel for the Receiver shall prepare and keep current a service list ("Service List") containing the name and contact information (which may include the address, telephone number and facsimile number or email address) for service to: the Applicant, Applicant's counsel, the Debtors, the Receiver, Receiver's counsel, and each creditor or interested person who has sent a request, in writing, to counsel for the Receiver to be added to the Service List. The Service List shall indicate whether each person on the Service List has elected to be served by email or facsimile, and failing such election the Service List shall indicate service by email. The Service List shall be posted on the website of the Receiver at the address indicated in paragraph 26 herein. For greater certainty, creditors and other interested Persons who have received notice of this Order and who do not send a request, in writing, to counsel for the Receiver to be added to the Service List shall not be required to be further served in these proceedings.

26. THIS COURT ORDERS that the Applicant, the Receiver, and any parties on the Service List may serve any court materials in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Receiver shall post of copy of any or all such materials on its website at _____ . Service shall be deemed valid and sufficient if sent in this manner.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
31. THIS COURT ORDERS that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a solicitor and client basis to be paid by the Receiver from the Debtors' estates with such priority and at such time as this Court may determine.
32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

Date

JUSTICE BOCK

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

- 33. THIS IS TO CERTIFY that _____, the receiver and manager (the "Receiver") of the assets, undertakings and properties of Genesis Inc., Can-Am Genetics Inc. and Genesis Genetics, Inc. (the "Debtors") acquired for, or used in relation to a business carried on by the Debtors and including all proceeds thereof (collectively, the "Property"), appointed by Order of the Manitoba Court of King's Bench (the "Court") dated the ____ day of _____, 202__ (the "Order") made in an action having Court File No. CI 23-01- _____ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.
- 34. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of _____ from time to time.
- 35. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
- 36. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____, Winnipeg, Manitoba.
- 37. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the

Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

38. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

39. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

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

Per: _____

Name:

Title:

SCHEDULE "F"

File No. CI 23-01-

THE KING'S BENCH

WINNIPEG CENTRE

IN THE MATTER OF:

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents.

CONSENT TO JUDGMENT

PITBLADO LLP
Barristers and Solicitors
2500 - 360 Main Street
Winnipeg, Manitoba
R3C 4H6

Catherine E. Howden

Phone No. 958-0560

Fax No. 957-0227

Email: howden@pitblado.com

(File No. 638/400)

THE KING'S BENCH

WINNIPEG CENTRE

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

BETWEEN:

BANK OF MONTREAL,

Applicant,

- and -

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

Respondents.

CONSENT TO JUDGMENT

The Defendants hereby consent to Judgment being entered against them, as follows:

- (I) As against Genesis Inc.:
 - (a) The sum of \$7,109,715.78, plus interest from and after June 8, 2023 at the floating base rate of the Plaintiff in effect from time to time plus 3.5% per annum until payment in full;
 - (b) The sum of \$400,000.00, plus interest from and after June 8, 2023 at the floating base rate of the Plaintiff in effect from time to time plus 3.5% per annum until payment in full;
 - (c) Plus costs on a solicitor and own client basis;
 - (d) Less any payments, credits or set offs from and after June 8, 2023;

- (II) As against Can-Am Genetics Inc.:

- (a) The sum of \$400,891.06, plus interest from and after June 8, 2023 at the floating base rate of the Plaintiff in effect from time to time plus 4.5% per annum until payment in full;
- (b) The sum of \$7,109,715.78, plus interest from and after June 8, 2023 at the floating base rate of the Plaintiff in effect from time to time plus 5.0% per annum until payment in full;
- (c) Plus costs on a solicitor and own client basis;
- (d) Less any payments, credits or set offs from and after June 8, 2023;

(ii) As against Genesis Genetics, Inc:

- (a) The sum of \$7,109,715.78, plus interest from and after June 8, 2023 at the floating base rate of the Plaintiff in effect from time to time plus 3.5% per annum until payment in full;
- (b) Plus costs on a solicitor and own client basis;
- (c) Less any payments, credits or set offs from and after June 8, 2023.

DATED the 19 day of September 2023

Fillmore Riley LLP

Per: 
Counsel for Genesis Inc., Can-Am
Genetics Inc. and Genesis Genetics, Inc.

This is **Exhibit “MM”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

1231745/3 2023-11-29



POSTPONEMENT Form 8.1

1. REGISTERED INTEREST HOLDER(S)

GENESUS INC.

see schedule

2. INSTRUMENT AFFECTED

Mortgage Caveat Other (specify): _____
Instrument No. 1113435/3 (one instrument per postponement)

3. SPECIFIED LANDS

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

TITLE NO(S): 2084368/3

see schedule

4. POSTPONEMENT

The registered interest holder postpones its rights under the instrument affected in the specified lands to the rights of the holders of the following instrument(s):

Mortgage Caveat Other (specify): _____
Registered as Instrument No. 1230863/3

Mortgage Caveat Other (specify): _____
Registered as Instrument No. _____

Mortgage Caveat Other (specify): _____
Registered as Instrument No. _____

see schedule

5. SIGNATURE OF REGISTERED INTEREST HOLDER(S)

see schedule

- 1. I hereby postpone my rights in the instrument affected in the manner as set out above.
- 2. I acknowledge that the effect of this postponement will be to change my rights in the specified lands in the same manner and to the same extent as if the instrument affected had been registered or filed immediately after the registration or filing of the instrument(s) to which it hereby postponed.

GENESUS INC.

Per: 2023 / 11 / 28

witness signature
KALEV PANKKO
1700-360 MAIN ST.

name
position PRESIDENT

signature date (YYYY/MM/DD)

witness signature
A MANITOBA PRACTICING
LAWYER

name
position

signature

date (YYYY/MM/DD)

Prior to signing and witnessing this document, please carefully review the notices in Box 6.

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of The Real Property Act.

6. IMPORTANT NOTICES

NOTICE TO WITNESSES: By signing as witness you confirm that the person whose signature you witnessed:

1. Is either personally known to you, or that their identity has been proven to you.

AND

2. That they have acknowledged to you that they:
 - (a) are the person named in this instrument;
 - (b) have attained the age of majority in Manitoba; and
 - (c) are authorized to execute this instrument.

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all registered interest holders whether individual or corporate.

7. INSTRUMENT PRESENTED FOR REGISTRATION BY *(include address, postal code, contact person and phone number)*

PITBLADO LLP
2500 - 360 Main Street
Winnipeg, MB R3C 4H6
Attention: E. Scott Ransom
Phone: 204-953-3513
File: 638/400

Document Review



Registration #	Type	New Titles
----------------	------	------------

1231745/3 Postponement of Rights

Notes

1	5-Dec-23	Kaela Loschiavo	Genesis Inc. COMPLIANT	10014640 MB SHARE CORP	Active (New Amalgamated)
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1505568/2 2023-11-29

POSTPONEMENT Form 8.1



1. REGISTERED INTEREST HOLDER(S)

GENESUS INC.

see schedule

2. INSTRUMENT AFFECTED

Mortgage Caveat Other (specify): _____
Instrument No. 1219289/2 (one instrument per postponement)

3. SPECIFIED LANDS

Please see attached Schedule.

TITLE NO. (S) see schedule A

4. POSTPONEMENT

The registered interest holder postpones its rights under the instrument affected in the specified lands to the rights of the holders of the following instrument(s):

Mortgage Caveat Other (specify): _____
Registered as Instrument No. 1503944/2

Mortgage Caveat Other (specify): _____
Registered as Instrument No. _____

Mortgage Caveat Other (specify): _____
Registered as Instrument No. _____

see schedule

5. SIGNATURE OF REGISTERED INTEREST HOLDER(S)

see schedule

- I hereby postpone my rights in the instrument affected in the manner as set out above.
- I acknowledge that the effect of this postponement will be to change my rights in the specified lands in the same manner and to the same extent as if the instrument affected had been registered or filed immediately after the registration or filing of the instrument(s) to which it hereby postponed.

GENESUS INC.

Per: _____ date 2023 11 29

witness signature name position signature date (YYYY/MM/DD)
KALEV INNISKO JIM KING PRESIDENT

Per: _____ date 2023 1 1

witness signature name position signature date (YYYY/MM/DD)
LAURENCE BA... LAURENCE

Prior to signing and witnessing this document, please carefully review the notices in Box 6.

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of The Real Property Act.

6. IMPORTANT NOTICES

NOTICE TO WITNESSES: By signing as witness you confirm that the person whose signature you witnessed:

1. Is either personally known to you, or that their identity has been proven to you.

AND

2. That they have acknowledged to you that they:
 - (a) are the person named in this instrument;
 - (b) have attained the age of majority in Manitoba; and
 - (c) are authorized to execute this instrument.

By virtue of section 184 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all registered interest holders whether individual or corporate.

7. INSTRUMENT PRESENTED FOR REGISTRATION BY *(include address, postal code, contact person and phone number)*

PITBLADO LLP
2500 - 360 Main Street
Winnipeg, MB R3C 4H6
Attention: E. Scott Ransom
Phone: 204-953-3513
File: 638/400

SCHEDULE Form 16.1

ADDITIONAL INFORMATION

Page 1 of 1 pages

SCHEDULE A
(insert letter)

TITLE 1848166/2
SW 1/4 21-12-22 WPM
EXC ROAD PLAN 1650 BLTO

TITLE 1892437/2
NW 1/4 21-12-22 WPM
EXC NLY 1320 FEET PERP

TITLE 1956270/2
LOTS 16 AND 17 BLOCK 3 PLAN 190 BLTO
IN E 1/2 7-12-22 WPM

TITLE 1956271/2
LOTS 12 AND 13 BLOCK 2 PLAN 145 BLTO
EXC ALL MINES AND MINERALS VESTED IN THE
CROWN (MANITOBA) BY THE REAL PROPERTY ACT
IN SE 1/4 7-12-22 WPM

This Schedule forms part of a Postponement (insert instrument type),
dated NUMBER 18, 2023, (insert date of that instrument)
from GENESUS INC.
to BANK OF MONTREAL

GENESUS INC.

Per: [Signature]

signature
Name/Position: JIM LONG, PRESIDENT

Per: _____

signature

Witness as to both:

(insert name and address below)

KALEV ANZKO
FILMORE RILEY LLD
1700-360 MAIN ST.

WINNIPEG, MB
A Manitoba practising lawyer. RSC 323

IMPORTANT NOTICES

By virtue of section 184 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

The date at the bottom of this schedule must be the same as the execution date of the instrument that it forms a part of.

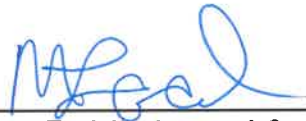
Document Review



Registration #	Type	New Titles		
1505568/2	Postponement of Rights			
Notes				
1 4-Dec-23	Patricia Underwood	Genesis Inc. COMPLIANT	10014640 MB SHARE CORP	Active (New Amalgamated)

This is **Exhibit “NN”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba



BDO Canada Limited
920, 10130 - 103 Street NW
Edmonton, Alberta T5J 3N9

Attention: David Lewis, CPA, CIRP, LIT

October 4, 2023

Dear Sirs:

Re: *Genesis Inc., Genesis Genetics Inc., and Can-Am Genetics Inc. (collectively known as the "Companies")*

Background

The Companies are currently indebted to the Bank of Montreal (the "Lender" or "BMO") for approximately \$7.5MM which is comprised of a revolving operating facility, an operating demand loan, and a treasury risk facility. Pursuant to a Letter of Agreement between BMO and the Companies dated March 19, 2019, which was later amended and restated in the BMO Lending Agreement, the total amount approved for all lending facilities was not to exceed \$7MM.

The Companies are currently in breach of their lending facilities and, as a result, the Lender has entered into a Forbearance Agreement with the Companies which expires on January 15, 2024. The Lender would like to engage BDO Canada Limited ("BDO") to monitor the business and affairs of the Companies during the forbearance period.

The Companies have granted and may from time to time grant additional security in favour of the Lender charging the Companies' assets and undertaking as continuing collateral security for the Companies' present and future indebtedness and obligations to the Lender (the "Security").

The purpose of this letter is to confirm the terms upon which the Lender has engaged BDO to monitor the business and affairs of the Companies during the forbearance period.

Scope of Engagement

BDO has been retained by the Lender to provide the following services in respect of the Companies during the forbearance period:

- Review the Companies' monthly income statement, balance sheet, aged A/R and aged A/P for accuracy and ensure copies are remitted to the Lender by the 25th day of the following month;

- Monitor the Companies cash flow to ensure that funds are available to pay necessary expenses without exceeding borrowing limited of \$7 million;
- Monitor the Companies to ensure that the proceeds received from SR&ED claims are released to the Lender;
- Report on the Companies' efforts to locate new financing or an equity investor; and,
- Provide any further services deemed necessary by the Lender.

The Lender may at any time instruct BDO not to perform or cease to perform any of the above noted functions.

The Lender agrees to cooperate with BDO and provide BDO with all information and records in its possession regarding the Companies which BDO may request from time to time.

Reporting

BDO shall report directly to the Lender in writing or as otherwise requested by the Lender.

All reports issued by BDO will be issued solely to the Lender, and the Companies will not be provided with access to any information or recommendations provided by BDO to the Lender. However, to ensure the accuracy of the factual basis upon which the recommendations and analysis will be based, BDO may provide the Companies with a summary of the factual basis and provide the Companies with an opportunity to respond.

Consent of Debtor

As outlined in the attached Consent, Authorization and Acknowledgement, the Companies have consented to BDO's engagement by the Lender and will provide, among other things, the full cooperation of management. The Lender acknowledges that BDO's ability to complete its mandate is dependent upon such cooperation and the Companies fulfilling its other obligations outlined in the attached Consent, Authorization and Acknowledgement.

Staffing

This engagement will be under the direction of David Lewis, who will maintain overall responsibility for the engagement on behalf of BDO. BDO is authorized to use any of its employees or outside agents, as BDO considers necessary, in the investigation of the affairs of the Companies.

The members of the engagement team may be drawn from the resources of BDO and those of its affiliated and related partnerships and corporations, including those of other BDO member firms in countries outside of Canada, as deemed appropriate, during the conduct of this engagement.

Fees/Remuneration

The Lender agrees that BDO's fees for this engagement will be based upon hours spent by those individuals assigned to this matter plus GST and will include any out-of-pocket disbursements. Travel and related expenses will not be charged as part of this engagement. Professional fees in respect of the mandate outlined above will be based on the following hourly rates:

Partners	\$475 per hour
Managers/Senior Managers	\$275 - \$375 per hour

Administrative/Seniors \$150 - \$250 per hour

The Companies shall be responsible for payment of BDO's invoices; however, the Lender agrees to guarantee the payment of BDO's fees and expenses.

Other Matters

The Lender acknowledges that:

1. BDO will not exercise any managerial or administrative authority, direction or control over the businesses or affairs of the Companies, interfere with the conduct of the Companies' business, sign cheques or otherwise take part in the management of the Companies' affairs;
2. BDO's reports will be based mainly on information supplied by the Companies and the Lender and supplemented by discussions with management. The Lender understands that, although all information gathered will be reviewed for reasonableness, BDO will not be conducting an audit as part of this engagement. Therefore, BDO's work will not necessarily disclose any errors, irregularities or illegal acts, if such exist, on the part of the Companies or their officers and employees; and,
3. It has received BDO's email dated July 15, 2023, wherein BDO disclosed the results of certain searches, and agrees that the engagements outlined therein do not constitute a professional conflict relative to this engagement and hereby provides its informed consent thereto.

The Lender acknowledges and agrees that the engagement is subject to the Indemnity Agreement attached hereto. BDO's acceptance of this appointment is conditional on obtaining the Companies' consent to the appointment substantially in the form of consent attached hereto.

This letter may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one and the same letter.

Standard Terms and Conditions

Our Standard Terms and Conditions are attached as Appendix 1. You should ensure that you read and understand them. The Standard Terms and Conditions include clauses that limit our professional liability.

Acknowledgement and Agreement

Provided that this Agreement is satisfactory to you, please sign and return the attached copy of the Agreement to indicate your acceptance of it. If you have any questions concerning the Agreement, please contact us before signing it.

We are proud to serve you and we appreciate your confidence in our work.

Yours very truly,

Bank of Montreal

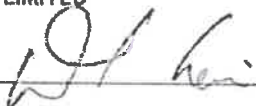
Per: 

Name: Ed Barrington, Senior Account Manager
I have the authority to bind the Lender

Agreed to this 4 day of October, 2023.

BDO Canada Limited hereby consents to act as Monitor of the Companies in accordance with the terms of the foregoing dated this 4 day of October 2023.

BDO CANADA LIMITED

Per: 

Name: David Lewis, CPA, CIRP, LIT
Senior Vice President

Appendix 1 - Standard Terms and Conditions

1 Overview and Interpretation

1.1 This Agreement sets forth the entire agreement between the parties in relation to Services and it supersedes all prior agreements, negotiations, or understandings, whether oral or written, with respect to Services, including without limitation any non-disclosure agreements entered into in advance of this Agreement. This Agreement applies to Services whenever performed (including before the date of this Agreement). To the extent that any of the provisions of the accompanying letter conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall prevail. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.

1.1 In this Agreement, the following words and expressions have the meanings set out below:

This Agreement - these Standard Terms and Conditions, the letter to which they are attached, any supporting schedules or other appendices to the letter, and any Summary of Services letters issued in future years

Services - the services provided or to be provided under this Agreement, and any other services which we agree to provide to you subsequent to the date of this Agreement that are not covered by a separate engagement letter

We, us, our, BDO - refer to BDO Canada Limited, a corporation organized under the federal laws of Canada

You, your - the party or parties contracting with BDO under this Agreement. You and your does not include BDO, its affiliates or BDO Member Firms

BDO Member Firm or Firms - any firm or firms that form part of the international network of independent firms that are members of BDO International Limited

Confidential Information - all non-public proprietary or confidential information and Personal Information, including Client Documents

Personal Information – personal information that is or could be attributed to identifiable individuals

Client Documents – information (including internal financial information and internal records and reports) provided to us by you or on your behalf in connection with the performance of the Services

2 BDO Network and Sole Recourse

2.1 BDO is an affiliate of BDO Canada LLP, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms (i.e. BDO Member Firms), each of which is a separate legal entity.

2.2 We may use other BDO Member Firms or subcontractors to provide Services; however, we remain solely responsible for Services. You agree not to bring any claim or action against another BDO Member Firm (or their partners, members, directors, employees or subcontractors) or our subcontractors in respect of any liability relating to the provision of Services.

- 2.3 You agree that any of our affiliates, subcontractors, and other BDO Member Firms and any subcontractors thereof whom we directly or indirectly involve in providing Services have the right to rely on and enforce Section 2.2 above, as well as all liability protections contained herein, as if they were a party to this Agreement. For greater certainty, you agree that other BDO Member Firms that are subcontractors may enforce any limitations or exclusions of liability available to us under this Agreement.

3 Respective Responsibilities

- 3.1 We will use reasonable efforts to complete, within any agreed-upon time frame, the performance of Services.
- 3.2 You shall be responsible for your personnel's compliance with your obligations under this Agreement. We will not be responsible for any delays or other consequences arising from you not fulfilling your obligations.

4 Working Papers and Deliverables

- 4.1 **Ownership** - The working papers prepared pursuant to this Agreement (i.e. BDO's internal documentation to substantiate the Services) are the property of BDO. Such working papers constitute confidential and proprietary information, and will be retained by BDO in accordance with our policies and procedures and all applicable laws.
- 4.2 **Oral advice and draft deliverables** - You should not rely upon any draft deliverables or oral advice provided by us. Should you wish to rely upon something we have said to you, please let us know and, if possible, we will provide the information that you require in writing.
- 4.3 **Reliance by Third Parties** - Our Services will not be planned or conducted in contemplation of or for the purpose of reliance by any party other than you, and are intended for the benefit of only you. Items of possible interest to a third party will not be addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction. The receipt by any third parties of any advice, opinions, reports or other work product is not intended to create any duty of care, professional relationship or any present or future liability between such third parties and us. For greater certainty, we expressly disclaim any liability of any nature or kind resulting from the disclosure to or unauthorized reliance by any third party on our advice, opinions, reports or other work product.

5 Confidentiality

- 5.1 We will use Confidential Information provided by you only in relation to the Services or for internal and administrative purposes. We will not disclose any Confidential Information, except where required by law, regulation, or professional obligation. You agree, however, that we may disclose Confidential Information to other BDO Member Firms or other subcontractors assisting us in providing Services, provided that such parties are bound by reasonable confidentiality obligations no less stringent than in this Agreement.

6 Analytics

- 6.1 Notwithstanding any other provision, BDO uses Confidential Information to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings and for data analytics and other insight generation, including by aggregating de-identified data. Information developed in connection with these purposes may be used or disclosed to current or prospective clients as part of service offerings, however BDO will

not use or disclose any Confidential Information in a way that would permit you to be identified.

7. Privacy and Consent for Use of Personal Information

- 7.1 In order to provide our Services, we may be required to access and collect Personal Information of individuals that is in your custody. You agree that we may collect, use, store, transfer, disclose and otherwise process Personal Information as required for the purpose of providing the Services. Personal Information may be processed in various jurisdictions in which we or applicable BDO Member Firms and subcontractors providing Services operate and as such Personal Information may be subject to the laws of such jurisdictions. Personal Information will at all times be collected, used, stored, transferred, disclosed or processed in accordance with applicable laws and professional regulations and we will require any service providers and BDO Members that process Personal Information on our behalf to adhere to such requirements. Any collection, use, storage, transfer or disclosure of Personal Information is subject to BDO's Privacy Statement available at <https://www.bdo.ca/en-ca/legal-privacy/legal/privacy-policy/>.
- 7.2 You represent and warrant that:
- (a) you have the authority to provide the Personal Information to us in connection with the performance of our Services, and
 - (b) the Personal Information provided to us has been provided in accordance with applicable law, and you have obtained all required consents of the individuals to whom such Personal Information relates in order to permit BDO to collect, use and disclose the Personal Information in the course of providing the Services.

7 Professional and Regulatory Oversight and Legal Processes

- 7.1 As required by legal, regulatory, or professional authorities (both in Canada and abroad) and by BDO policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and BDO standards. It is understood that by entering into this Agreement, you provide your consent to us providing our files relating to your engagement to the practice inspectors for the sole purpose of their inspection.
- 7.2 Certain law enforcement, regulatory and other governmental bodies may also have the right under law or regulation to conduct investigations of you, including the Services provided by us. To the extent practicable and permitted by law or regulation, we will advise you of any such document request or production order we receive in connection with any such investigation prior to providing any documents in response to such request or order.
- 7.3 We are sometimes required by law, regulation, subpoena or other legal process, or upon your request, to produce documents or personnel as witnesses in connection with legal or regulatory proceedings. Where BDO is not a party to such proceedings, you shall reimburse us at our current standard billing rates for professional time and expenses, including without limitation, reasonable legal fees, expenses and taxes incurred in responding to such compelled assistance or request by you.

8 Electronic Communications

- 8.1 Both parties recognize and accept the security risks associated with email communications, including but not limited to the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless you request in writing that we do not communicate by internet email, you assume all responsibility and liability in respect of risk associated with its use.

9 Limitation of Liability

- 9.1** In any dispute, action, claim, demand for losses or damages arising out of the Services performed by BDO pursuant to this Agreement, BDO's liability will be several, and not joint and several, and BDO shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.
- 9.2** In no event shall BDO be liable for indirect, consequential, special, incidental, aggravated, punitive damages, or exemplary damages, losses or expenses, or for any loss of revenues or profits, loss of opportunity, loss of data, or other commercial or economic loss or failure to realize expected savings, including without limitation expected tax savings, whether or not the likelihood of such loss or damage was contemplated.
- 9.3** Intentionally deleted
- 9.4** The limitations of liability in this section apply whether or not the Liabilities asserted by you against BDO are incurred by you directly or as a result of a claim or demand against you by a third party.
- 9.5** No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 9.6** You agree claims or actions relating to the delivery of Services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.
- 9.7** For purposes of this Section, the term "BDO" shall include BDO Canada Limited and its subsidiaries, associated and affiliated entities and their respective current and former partners, directors, officers, employees, agents and representatives. The provisions of this Section shall apply to the fullest extent of the law, regardless of the form of the claim, whether in contract, statute, tort (including without limitation, negligence) or otherwise.
- 10** Intentionally deleted
- 11 Alternative Dispute Resolution**
- 11.1** Both parties agree that they will first attempt to settle any dispute arising out of or relating to this Agreement, including any question regarding its existence, interpretation, validity, breach or termination, or the Services provided hereunder, through good faith negotiations.
- 11.2** In the event that the parties are unable to settle or resolve their dispute through negotiation, such dispute shall be subject to mediation using a mediator chosen by mutual agreement of the parties.
- 11.3** All disputes remaining unsettled for more than 60 days following the parties first mediation session with a mediator or such longer period as the parties mutually agree upon shall be referred to and finally resolved by arbitration. The parties agree that one arbitrator shall be appointed within twenty (20) days of receipt of the request for arbitration. If the parties cannot agree on the appointment of an arbitrator in such

period then either party may immediately apply for the appointment of an arbitrator to a court of competent jurisdiction in the Province of the governing law as contained herein pursuant to such Province's applicable *Arbitration Act*. The place of arbitration shall be in the capital of the Province of the governing law as contained herein. Unless the arbitrator otherwise determines, the fees of the arbitrator and the costs and expenses of the arbitration will be borne and paid equally by the parties. Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal or judicial review of the decision whatsoever. The parties hereby waive any such right of appeal or judicial review which may otherwise be provided for in any provincial arbitration statute. Judgement upon the award, including any interim award, rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration shall be kept confidential and the existence of the arbitration proceeding and any element thereof (including but not limited to any pleadings, briefs or other documents submitted and exchanged and testimony and other oral submissions and any awards made) shall not be disclosed beyond the arbitrator(s), the parties, their counsel and any person to whom disclosure is necessary to the conduct of the proceeding except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

12 Limitation Period

- 12.1 You shall make any claim relating to Services or otherwise under this Agreement no later than one year after you became aware or ought reasonably to have become aware of the facts giving rise to any such claim.
- 12.2 You shall in no event make any claim relating to the Services or otherwise under this Agreement later than four years after the completion of the Services under this Agreement.
- 12.3 To the extent permitted by law, the parties to this Agreement agree that the limitation periods established in this Agreement replace any limitation periods under any limitations act and/or any other applicable legislation and any limitation periods under any limitations act and/or any other applicable legislation shall not alter the limitation periods specified in this Agreement.

13 Québec Personnel

- 13.1 We may sometimes have individual partners and employees performing Services within the Province of Québec who are members of the *Ordre des comptables professionnels agréés du Québec*. Any such members performing professional services hereunder assumes full personal civil liability arising from the practice of their profession, regardless of their status within our partnership. They may not invoke the liability of our partnership as grounds for excluding or limiting their own liability. Any limitation of liability clauses in this Agreement shall therefore not apply to limit the personal civil liability of partners and employees who are members of the *Ordre des comptables professionnels agréés du Québec*.

14 Termination

- 14.1 This Agreement applies to Services whenever performed (including before the date of this Agreement).
- 14.2 You or we may terminate this Agreement at any time upon written notice of such termination to the other party. We will not be liable for any loss, cost or expense arising from such termination. You agree to pay us for all Services performed up to the date of termination, including Services performed, work-in-progress and expenses incurred by us up to and including the effective date of the termination of this Agreement.

15 Governing Laws

- 15.1** The terms of our engagement shall remain operative until amended, terminated, or superseded in writing. They shall be interpreted according to the laws of the province or territory in which BDO's principal Canadian office performing the engagement is located, without regard to such province/territory's rules on conflicts of law.

16 Survival

- 16.1** The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. Any clause that is meant to continue to apply after termination of this Agreement will do so.

17 Force Majeure

- 17.1** We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

18 Assignment

- 18.1** No party may assign, transfer or delegate any of the rights or obligations hereunder without the written consent of the other party or parties. BDO may engage independent contractors and BDO Member Firms to assist us in performing the Services in this Agreement without your consent.

19 Severability

- 19.1** The provisions of this Agreement shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law, regulation or professional standards. If any of these provisions shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such remaining provision shall be valid and enforceable to the fullest extent permitted by law.

[- COMPANY LETTERHEAD -]

CONSENT, AUTHORIZATION AND ACKNOWLEDGEMENT

To: BDO Canada Limited

To: BANK OF MONTREAL (the "Lender")

October 4, 2023

Dear Sirs:

Genesis Inc., Genesis Genetics, Inc. and Can-Am Genetics Inc. (collectively known as the "Companies")

The Companies is currently indebted to Bank of Montreal (the "Lender") and has granted and may from time to time grant additional security in favor of the Lender charging the Companies' assets and undertaking as continuing collateral security for the Companies' present and future indebtedness and obligations to the Lender (the "Security").

The Companies acknowledges that it has consulted with such advisors as it has considered necessary and hereby provides its informed consent to the engagement of BDO Canada Limited ("BDO") by the Bank of Montreal (the "Lender") for the purposes and in accordance with the terms set out in the attached engagement letter from the Lender to BDO (the "Engagement Letter").

The Companies agrees to authorize and direct its employees and advisors (including its accountants, auditors, solicitors, insurance agents, environment consultants and appraisers) to cooperate fully with BDO. The Companies agrees to fully cooperate with BDO and to provide BDO complete and unrestricted access to its premises and provide BDO promptly upon request with all information and records of every kind and description, including, without limitation, banking, investment and other records, documents, information, and files, which BDO may request, in connection with its engagement, and agrees to meet with BDO to provide whatever analysis and explanations BDO may reasonably require. The Companies further agrees to use reasonable skill, care, and attention to ensure that all information provided to BDO is accurate and complete and to notify BDO if it subsequently learns that the information provided is incorrect, inaccurate, or otherwise should not be relied upon.

The Companies agrees that BDO may make and retain copies of all documents or records it considers appropriate to discharge its mandate and that BDO will be entitled to communicate freely with the Lender regarding its engagement.

The Companies agrees that all reports issued by BDO may be issued solely to the Lender and that the Companies may not be provided with access to any information or recommendations provided by BDO to the Lender. However, to ensure the accuracy of the factual basis upon which the recommendations and analysis will be based, BDO may provide the Companies with a summary of the factual basis and provide the Companies with an opportunity to respond.

The Companies acknowledges that BDO shall have and will assume no decision-making responsibilities, will have no management capacity, will not offer advice or direction to, or exercise any degree of control over the business and affairs of the Companies and that BDO will not be responsible for any decisions or actions of the Companies.

BDO will have no duty of care to the Companies and the Companies specifically acknowledges that nothing contained herein will constitute an arrangement, agreement, or relationship between the Companies and BDO arising from or based, directly, upon BDO's engagement.

The Companies acknowledges that the engagement of BDO is not an act of enforcement of the Security and that BDO is not the owner of nor is it in charge, management, custody, or control of any real property owned or occupied by the Companies, its other property, and assets, nor of its business and affairs.

The Companies acknowledges that, by virtue of the Lender's engagement of BDO, the Lender is not waiving any of its rights and remedies available to it under any present or future agreement between the Lender and the Companies including, without limitation, the Security.

The Companies agrees that the Companies will not object to the appointment of BDO and that BDO can be appointed as receiver, receiver and manager, monitor, trustee in bankruptcy or otherwise of the Companies or any property and assets of the Companies and that such appointment shall not be a conflict of interest by virtue of BDO having been retained by the Lender or the relationships disclosed above.

The Lender agrees that BDO's fees for this engagement will be based upon hours spent by those individuals assigned to this matter plus GST and expenses including, plus out-of-pocket disbursements. Travel and related expense will not be charged as part of this engagement. Professional fee in respect of the mandate outlined above will be based upon your hourly rates as follows:

Partners	\$475 per hour
Managers/Senior Managers	\$275-375 per hour
Administrative/Seniors	\$150-\$250 per hour

The Companies shall be responsible for payment of BDO's invoices; however, the Lender agrees to guarantee payment of BDO's fees and expenses.

BDO may be required to keep confidential all information it obtains regarding the Companies and its business, assets, and affairs during its engagement hereunder to the same extent as such duty of confidentiality applies to the Lender. Without limiting the generality of the foregoing, the Companies specifically waives any duty of confidentiality which either BDO or the Lender may have with respect to any such confidential information obtained by BDO and delivered to the Lender in connection with BDO's engagement hereunder. The Companies specifically authorizes BDO and the Lender to divulge such information pursuant to any Court proceeding commenced by or to which the Lender is a party or in connection with the exercise of any of the Lender's remedies against the Companies including, without limitation, enforcing the Security or to any potential assignee of the Lender's debt and Security.

All of the foregoing is acknowledged and agreed to by the undersigned this 4 day of October 2023.

Yours very truly,

**Genesis Inc. Genesis Genetics Inc. and Can-Am Genetics Inc. (collectively known as the
"Companies")**

Per:  _____

Name: Jim Long

I have the authority to bind the Companies

This is **Exhibit “OO”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'Michael', written over a horizontal line.

A Notary Public in and for the Province of Manitoba

From: BARRINGTON, ED
Sent: October 20, 2023 10:27 AM
To: 'Trevor Klippenstein' <tklippenstein@genesus.com>
Cc: Jim Long <jimlong@genesus.com>; dlewis@bdo.ca
Subject: RE: Transactions on the Genesis et al Accounts

Good morning,

Effective immediately, there will be a **four day** hold placed on any domestic cheques deposited to Genesis Inc, Genesis Genetics Inc, and Can-Am Genetics Inc. BMO accounts.

For cheques from outside of Canada deposited to the above mentioned accounts, the hold will be **twelve days** to ensure the Bank isn't left exposed (see e-mail string below).

Regards,

Ed Barrington
Senior Account Manager
SAMU I Western Canada

BMO Financial Group
20th Floor
10175 - 101 Street
Edmonton, AB T5J 0H3

ed2.barrington@bmo.com
M (780) 863-0852

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From: Trevor Klippenstein <tklippenstein@genesus.com>
Sent: October 18, 2023 10:09 AM
To: BARRINGTON, ED <ED2.BARRINGTON@bmo.com>
Cc: Jim Long <jimlong@genesus.com>; dlewis@bdo.ca
Subject: RE: Transactions on the Genesis et al Accounts

Ed,

I sent Dan and David an update on the situation this morning, prior to us speaking.

Thank you,

Trevor Klippenstein CPA, CMA
Vice President of Finance
Phone: 204.267.2813
tklippenstein@genesus.com



From: BARRINGTON, ED <ED2.BARRINGTON@bmo.com>
Sent: Wednesday, October 18, 2023 11:05 AM
To: Trevor Klippenstein <tklippenstein@genesus.com>
Cc: Jim Long <jjimlong@genesus.com>; dlewis@bdo.ca
Subject: RE: Transactions on the Genesus et al Accounts

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Trevor,

Using the float generated from the Banking Clearing System to fund payroll is unacceptable.

I've copied David Lewis to assist with sorting out this situation, and have chatted with him just now.

Regards,

Ed Barrington
Senior Account Manager
SAMU | Western Canada

BMO Financial Group
20th Floor
10175 - 101 Street
Edmonton, AB T5J 0H3

ed2.barrington@bmo.com
M (780) 863-0852

This e-mail and its attachments are confidential. Any unauthorized use or disclosure is prohibited. If you receive their e-mail in error, please notify me by reply e-mail and permanently delete the original without making any copies or disclosing its contents.

From: Trevor Klippenstein <tklippenstein@genesus.com>
Sent: October 18, 2023 9:57 AM
To: BARRINGTON, ED <ED2.BARRINGTON@bmo.com>

Cc: Jim Long <jimlong@genesus.com>

Subject: RE: Transactions on the Genesis et al Accounts

External Email: Use caution with links and attachments. | Courriel externe : Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Good morning Ed,

I wrote the cheque from Wells Fargo account because we were anticipating a deposit to come in to cover the amount that was written. I believe we were short around 20k. The 40k was in addition to the deposit that I was waiting on to cover the cheque that was written. The funds did arrive and I reached out to Wells Fargo to ensure that the timing was suitable. It looks like it wasn't.

I am going to BMO today to deposit a cheque from Wells Fargo to cover the amount that is overdrawn (and then some). We have the funds and this all became a bit of timing issue.

I apologize for the confusion as the timing of receipts and not being able to connect with Wells Fargo.

I will have this cleared up before 1:00 pm my time.

Regards,

Trevor Klippenstein CPA, CMA
Vice President of Finance
Phone: 204.267.2813
tklippenstein@genesus.com



From: BARRINGTON, ED <ED2.BARRINGTON@bmo.com>

Sent: Wednesday, October 18, 2023 10:42 AM

To: Trevor Klippenstein <tklippenstein@genesus.com>

Cc: Jim Long <jimlong@genesus.com>

Subject: Transactions on the Genesis et al Accounts

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I'm just trying to understand the transactions in the accounts:

1. A cheque deposit of \$90k came from Genesus Genetics Inc (Wells Fargo U.S. I think) on October 6, 2023 to the Genesus Inc USD account (-592) – why a cheque instead of a wire?
2. It looks like on October 11, 2023, \$88k USD transferred from the USD account to the CAD account for Genesus Inc (-976), which equates to \$119k to pay the \$115k payment to 'Payworks';
3. \$40k USD on the same day (Oct 11, 2023) was wired back to Genesus Genetics Inc;

4. Today: \$90k USD deposit to Genesis Inc USD from the October 6, 2023 (per Point # 1) was returned, and as such transactions # 2 and # 3 should not have happened;

Can you provide clarity on the above i.e. if the funds in the Wells Fargo account are not available to support the \$90k cheque paid to Genesis Inc, why is the cheque clearing system being used to pay payroll? It's possible I'm missing something, and if so I apologize but need to understand what is happening.

Today the USD account for Genesis Inc USD account is overdrawn currently at \$74k USD, but the CAD account appears to have \$127k CAD on deposit due largely to \$116k deposit from Gadsby Farming. Can you please take the necessary steps to rectify the positions?

The Genesis Genetics BMO account is also overdrawn by \$10k USD, can you please have this covered today? I think this may be related to some confusion around the wires sent.

Thank you,

Ed Barrington
Senior Account Manager
SAMU | Western Canada

BMO Financial Group
20th Floor
10175 - 101 Street
Edmonton, AB T5J 0H3

ed2.barrington@bmo.com
M (780) 863-0852

This e-mail and its attachments are confidential. Any unauthorized use or disclosure is prohibited. If you receive this e-mail in error, please notify me by reply e-mail and permanently delete the original without making any copies or disclosing its contents.

This is **Exhibit “PP”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

From: Trevor Klippenstein <tklippenstein@genesus.com>
Sent: December 20, 2023 8:56 AM
To: BARRINGTON, ED <ED2.BARRINGTON@bmo.com>
Cc: Jim Long <jimlong@genesus.com>
Subject: RE: Deposits - Funds release

Thank you Ed,

The money has been released.

Trevor

From: Trevor Klippenstein
Sent: Wednesday, December 20, 2023 8:45 AM
To: BARRINGTON, ED <ED2.BARRINGTON@bmo.com>
Cc: Jim Long <jimlong@genesus.com>
Subject: RE: Deposits - Funds release

Morning Ed,

Thank you very much. I just checked this morning, and it looks like they haven't released just yet. Hopefully they are able too by 10:30 am our time (just so I can get payment submitted prior to the cutoff). I will keep checking throughout the morning.

Regards,

Trevor

From: BARRINGTON, ED <ED2.BARRINGTON@bmo.com>
Sent: Tuesday, December 19, 2023 7:25 PM
To: Trevor Klippenstein <tklippenstein@genesus.com>
Cc: Jim Long <jimlong@genesus.com>
Subject: RE: Deposits - Funds release

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening,

I've asked our admin staff to release these holds.

Regards,

Ed

From: Trevor Klippenstein <tklippenstein@genesus.com>
Sent: December 19, 2023 2:47 PM
To: BARRINGTON, ED <ED2.BARRINGTON@bmo.com>
Cc: Jim Long <jimlong@genesus.com>
Subject: Deposits - Funds release

External Email: Use caution with links and attachments. | Courriel externe : Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Good afternoon Ed,

We deposited two cheques from local Hutterite colonies today;

2023-12-19	2023-12-19	Deposit
- Willow Creek Colony		

2023-12-19	2023-12-19	Deposit
- Clearwater Colony		

Both outfits are of sound financial position and there is no risk of either of these cheques going NSF.

I require the funds to top up the amount required for payroll as well as use whatever is left over to pay for much needed feed.

Let me know if this is okay.

Regards,

Trevor Klippenstein CPA, CMA
Vice President of Finance
Phone: 204.267.2813
tklippenstein@genesus.com



This is **Exhibit “QQ”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

From: BARRINGTON, ED
Sent: December 21, 2023 8:35 AM
To: 'Trevor Klippenstein' <tklippenstein@genesus.com>
Cc: Jim Long <jimlong@genesus.com>; Pintaric, Daniel <dpintaric@bdo.ca>; dlewis@bdo.ca
Subject: RE: Items Returned

Noted - we won't know if they system returns the item under Genesis until tomorrow.

From: Trevor Klippenstein <tklippenstein@genesus.com>
Sent: December 21, 2023 8:14 AM
To: BARRINGTON, ED <ED2.BARRINGTON@bmo.com>
Cc: Jim Long <jimlong@genesus.com>; Pintaric, Daniel <dpintaric@bdo.ca>; dlewis@bdo.ca
Subject: RE: Items Returned

External Email: Use caution with links and attachments. | **Courriel externe :** Faites preuve de prudence en ce qui a trait aux liens et aux pièces jointes.

Good morning Ed,

We received payment from an International customer this morning, that has allowed me to bring both accounts onsite:

Account Number
05451998976 Switch account

Account Name
GENESUS INC

Currency
CAD

Type
Demand deposit account (DDA)

Current available balance
1,228.15

Current ledger balance
1,228.15

Opening available balance
0.00

Opening ledger balance
(1,137.67)

Transactions

Note: Detailed reporting for longer time periods can be generated in Account reporting.

Active filters

Dec 07, 2023 to Dec 20, 2023

Modify filters

Posted	Value date	Description	Debit	Credit
2023-12-21	2023-12-21	Foreign Exchange , USD TFR 4799-592 AT1.31174 HC \$0.00 5000.00		6,558.70
2023-12-20	2023-12-20	Transfer of Funds , 0545-1998-976 3587	2,000.00	
2023-12-20	2023-12-20	Direct Deposit/Pre-Authorized Payment , SUPERIOR PROPAN GPV/FAC	1,821.61	
2023-12-20	2023-12-21	Direct Deposit/Pre-Authorized Payment , MANITOBA HYDRO MSP/DIV	4,192.88	
2023-12-19	2023-12-19	Transfer of Funds , 0545-1998-976 3587	21,000.00	

Account Number
05451998976 Switch account

Account Name
GENESUS INC

Currency
CAD

Type
Demand deposit account (DDA)

Current available balance
3,317.95

Current ledger balance
4,651.45

Opening available balance
0.00

Opening ledger balance
(13,983.59)

Transactions

Note: Detailed reporting for longer time periods can be generated in Account reporting.

Active filters

Dec 07, 2023 to Dec 20, 2023

Modify filters

Posted	Value date	Description	Debit	Credit
2023-12-21	2023-12-21	Foreign Exchange , USD TFR 4799-592 AT1.31186 HC \$0.00 6000.00		7,871.16
2023-12-20	2023-12-20	Direct Deposit/Pre-Authorized Payment , HWY407 ETR CBP/PFE	51.75	
2023-12-20	2023-12-20	Transfer of Funds , PAYWORKS INC	114,838.96	
2023-12-20	2023-12-20	Transfer of Funds , 0545-1998-941 3587		2,000.00
2023-12-20	2023-12-20	Direct Deposit/Pre-Authorized Payment , SEPP SUPERPASS CGB/ESE	16,880.16	
2023-12-20	2023-12-20	Cheque , NO.34529	9,000.00	
2023-12-20	2023-12-20	Direct Deposit/Pre-Authorized Payment , DEPT SETTLEMENT FLE 1297	13,000.00	

If the 9k cheque still needs to be returned, that is understandable. I will advise the client and make other arrangements. If it can be avoided based on these transfers, that would be appreciated.

Regards,

Trevor

From: BARRINGTON, ED <ED2.BARRINGTON@bmo.com>
Sent: Thursday, December 21, 2023 8:27 AM
To: Trevor Klippenstein <tklippenstein@genesus.com>
Cc: Jim Long <jimlong@genesus.com>; Pintaric, Daniel <dpintaric@bdo.ca>; dlewis@bdo.ca
Subject: Items Returned

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

\$9k cheque will be returned on Genesis to cure the unauthorized overdraft.

There are two items under Can-am (Propane and Hydro) that are creating an unauthorized overdraft. Please make deposits today to cover these positions.

Regards,

Ed Barrington
Senior Account Manager
SAMU I Western Canada

BMO Financial Group
20th Floor
10175 - 101 Street
Edmonton, AB T5J 0H3

ed2.barrington@bmo.com
M (780) 863-0852

This is **Exhibit “RR”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

Catherine Howden

From: Catherine Howden
Sent: Friday, January 19, 2024 11:47 AM
To: Anniko, Kalev
Subject: BMO re Genesis

Importance: High

Good morning Kalev

I am informed that your client was in an unauthorized overdraft position with BMO this morning. BMO has allowed critical payments to clear today, but will not tolerate further excesses.

As we discussed last week, the forbearance agreement has expired. My instructions are to proceed with a receivership application, and we are preparing our materials.

I am informed by the court that there are available dates for a ½ day hearing the week of February 12th. I am available on February 14, 15 and 16th in either the morning or the afternoon. Please advise as to your availability so that we can schedule the date.

Regards, Catherine.



Catherine Howden (she/her)
Partner
howden@pitblado.com
2500-360 Main St | Winnipeg, MB | R3C 4H6
T. 204.956.3532
Learn more about me [here](#)

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Legal services provided through [Catherine E. Howden Law Corporation](#)

This is **Exhibit “SS”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



A Notary Public in and for the Province of Manitoba

Madison Laval

From: Catherine Howden
Sent: Tuesday, January 23, 2024 11:32 AM
To: Anniko, Kalev
Cc: BARRINGTON, ED
Subject: BMO re Genesis

Importance: High

Good morning Kalev.

Thank you. I will confirm the hearing date with Cheryl Laniuk on February 15, 2024. BMO is becoming increasingly concerned about its security and believes that a receivership appointment is urgent, based on your clients' continued issues with remaining within the account limits, and in light of information disclosed to BMO yesterday respecting the liquidation of inventory, which I have set out below.

I received a copy of the offer to purchase on the Oakville property yesterday. The offer is subject to buyer and seller agreeing to a month to month rental agreement by 4pm Jan 31/24 on terms and conditions mutually agreeable by buyer/seller; and also subject to BMO approval by 4pm Jan 26/24.

My understanding is that the rental agreement is for a portion of the space only. Has a rental agreement been agreed upon? If so, please provide particulars and a copy of any written agreement for our consideration.

BDO has advised BMO that the inventory as at yesterday was approx. \$1.9M. Below is an excerpt from the balance sheet provided by your clients in the November 30, 2023 forbearance agreement which discloses inventory of approx. \$3.3M.

Inventory Clearing	102,946.22
Bagot Inventory	53,739.15
Royal Lean Inventory	
Canadian AI - Boars	213,806.00
Durand Barrows	-34,844.41
Durand Gilts	945,781.80
Van Dewest Finisher	
Prairie Blossom sows	335,009.00
DGI Sows	455,176.00
DGI Offspring	621,243.80
Martin Sows	537,500.00
Inventory - Stud Boars	129,219.00
Total Current Assets	13,968,913.07

The inventory has reduced from \$3.3M to \$1.9M (total of \$1.4M in less than two months). BMO has not received any of those proceeds. Please provide details of the inventory liquidation, and where the proceeds have been paid and applied.

Regards, Catherine

Relationships.
Respect.
Results.

Pitblado^{LAW}

Catherine Howden (she/her)

Partner

howden@pitblado.com

2500-360 Main St | Winnipeg, MB | R3C 4H6

T. 204.956.3532

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This is **Exhibit “TT”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

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A Notary Public in and for the Province of Manitoba

To: Name of Recipient
 Recipient's Firm Name
 Address Line 1
 Address Line 2
 City
 Postal Code email fax #

Client Name(s): Genesis Inc.

Payout Statement Preparation Date: **January 30, 2024**
 Payout calculation is for receipt of funds by BMO prior to close of business: **January 30, 2024**, the "Payout Date".
Future Date Payout, if provided, is an estimate of additional cost and charges for receipt of funds on date indicated
 Payout Calculation is subject to cha 1) transactions in progress not yet posted, 2) changes in Prime Rate,
 3) per diem charges hereafter and 4) regularly scheduled transactions

This Payout Calculation is compiled for: information purposes only, or
 final payout quote not exceeding 15 days to Payout Date
 (check one)

Account Number	Type of Loan Product	Principal Balance at Payout Quote Date (1)	Uncollected Accrued Interest at Last End of Month (EOM) (2)	Accrued Interest on Principal Balance from EOM to Payout Calculation Date (3)	Uncollected Accrued Interest prior to Payout Date (4)	Payout Penalty (5)	Total Other Charge (**)(6)	Total (7)=sum(1) to (6) inclusive	Per Diem (8)	Interest Rate Basis (9)	Interest Rate Spread (10)
1	DLNR(Prev ODL)	\$ 5,573,324.32	\$ 338,145.44	\$ 47,251.44	\$ 2,866.85		\$ 60,701.90	\$ 6,022,289.95	\$ 1,728.22	Prime +	3.5000%
2									\$ -		
3									\$ -		
4									\$ -		
5									\$ -		
6									\$ -		
Totals:		\$ 5,573,324.32	\$ 338,145.44	\$ 47,251.44	\$ 2,866.85	\$ -	\$ 60,701.90	\$ 6,022,289.95	\$ 1,728.22		

PAYOUT AS AT: January 30, 2024

Principal Balance	\$ 5,573,324.32	(A)
Accrued Interest	\$ 388,263.73	(B)+(C)+(D)
Penalty	\$ -	(E)
Total Other Charge **	\$ 60,701.90	(F)
TOTAL AS AT: January 30, 2024	\$ 6,022,289.95	(G)
Per Diem Rate	\$ 1,728.22	(H)

FUTURE DATE PAYOUT:(if applicable)

Principal Balance	\$ 5,573,324.32
Accrued Interest	\$ 388,263.73
Penalty	\$ -
Total Other Charge **	\$ 60,701.90
TOTAL AS AT:	\$ 6,022,289.95
Per Diem Rate	\$ 1,728.22

Notes:

Prime Rate on Payout Calculation Date: 7.20%

** Other Charges Defined:

\$ 60,701.90	Legal Fees

** Total Other Char \$ 60,701.90

This is **Exhibit “UU”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

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File Details

(CI17-01-10185 GENESUS INC. vs SUPERIOR WEANLINGS LTD.)

Documents Filed (CI17-01-10185)

Doc #	Reg Date	Court Location	Document	Notes
1	13-Sep-2017	Winnipeg-KB	STATEMENT OF CLAIM	
2	22-Nov-2017	Winnipeg-KB	STATEMENT OF DEFENCE & COUNTERCLAIM	
3	05-Feb-2018	Winnipeg-KB	REPLY & DEFENCE TO COUNTERCLAIM	
4	27-Feb-2019	Winnipeg-KB	NOTICE OF CHANGE OF LAWYER	SUPERIOR WEANLINGS LTD.
5	12-Jul-2022	Winnipeg-KB	PRE-TRIAL BRIEF (B-FILE)	GENESUS INC.
6	22-Jul-2022	Winnipeg-KB	CORRESPONDENCE - FROM	C. PARKER 22JUL2022 SET PT FOR 02NOV2022 AT 9:00AM
7	31-Oct-2022	Winnipeg-KB	PRE-TRIAL BRIEF (B-FILE)	OF SUPERIOR WEANLINGS LTD.
8	08-Nov-2022	Winnipeg-KB	PRE-TRIAL MEMO - JUDGE	HARRIS J, 02NOV2022 TD: NOV 12-21, 2024 AT 10AM

Parties (CI17-01-10185)

Party Type	Party Name	Lawyer
DEFENDANT 001	SUPERIOR WEANLINGS LTD,	HALAMANDARIS, PETER
PLAINTIFF 001	GENESUS INC.,	HANSELL, THOR J.

Court Hearings (CI17-01-10185)

Court Hearings not found

Related Files (CI17-01-10185)

Related Files not found

This is **Exhibit “VV”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

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File Details

(CI21-01-33804 SOLLIO AGRICULTURE LIVESTOCK vs GENESUS INC.)

Documents Filed (CI21-01-33804)

Doc #	Reg Date	Court Location	Document	Notes
1	10-Dec-2021	Winnipeg-KB	STATEMENT OF CLAIM	
2	21-Dec-2021	Winnipeg-KB	AFFIDAVIT OF SERVICE	ST/CL, GENESUS INC, 13DEC2021 (20)
3	26-Apr-2022	Winnipeg-KB	STATEMENT OF DEFENCE & COUNTERCLAIM	
4	28-Nov-2022	Winnipeg-KB	REPLY & DEFENCE TO COUNTERCLAIM	OF SOLLIO AGRICULTURE LIVESTOCK PRODUCTION - WESTERN CANADA LTD.
5	12-Sep-2023	Winnipeg-KB	PRE-TRIAL BRIEF (B-FILE)	PLTF
6	18-Sep-2023	Winnipeg-KB	CORRESPONDENCE - FROM	R. MCFADYEN 18SEP2023 SET PT FOR 13DEC2023 AT 9:00AM
7	04-Dec-2023	Winnipeg-KB	NON-DIARY MOTION/APPLICATION	CSL FOR GENESUS INC. TO WITHDRAW, RETURNABLE AT PRE-TRIAL, 13DEC2023 AT 9:00 A.M.
8	04-Dec-2023	Winnipeg-KB	AFFIDAVIT	THOR HANSELL, SW 04DEC2023
9	13-Dec-2023	Winnipeg-KB	DISPOSITION SHEET	REMPEL, J. 13DEC2023; T. HANSELL'S MOTION TO W/D IS GRANTED; SERVICE TO OCCOUR VIA EMAIL & REG MAIL; ADJ TO FURTHER PRE-TRIAL 01FEB2024 @ 9:00 A.M.
10	13-Dec-2023	Winnipeg-KB	AFFIDAVIT	OF THOR HANSELL, SW 12DEC2023
11	14-Dec-2023	Winnipeg-KB	PRE-TRIAL MEMO - JUDGE	REMPEL, J 13DEC2023; PT 01FEB2024 AT 9AM; TD'S NO DATES SET
12	29-Dec-2023	Winnipeg-KB	ORDER	REMPEL, J, 13DEC2023, MLT AIKINS LLP PERMITTED TO W/D, FURTHER PT HELD 01FEB2024 AT 9AM
13	04-Jan-2024	Winnipeg-KB	AFFIDAVIT OF SERVICE	ORDER, PRE-TRIAL MEMO, ON GENESUS INC., 02JAN2024

Parties (CI21-01-33804)

Party Type	Party Name	Lawyer
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DEFENDANT 001	GENESUS INC.,	HANSELL, THOR J.
PLAINTIFF 001	SOLLIO AGRICULTURE LIVESTOCK PRODUCTION - WESTERN CANADA LTD.,	MCFADYEN, ROSS A.

Court Hearings (CI21-01-33804)

Court Hearings not found

Related Files (CI21-01-33804)

Related Files not found

This is **Exhibit “WW”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



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File Details

(C123-01-39597 VENBRIDGE LIMITED PARTNERSHIP vs GENESUS INC.)

Documents Filed (C123-01-39597)

Doc #	Reg Date	Court Location	Document	Notes
1	15-Feb-2023	Winnipeg-KB	STATEMENT OF CLAIM	
2	15-Feb-2023	Winnipeg-KB	NOTICE OF MOTION (ASSOCIATE JUDGE)	PLTF VENBRIDGE LIMITED PARTNERSHIP, ORDER FOR PRJUDGEMENT GARNISHMENT, COSTS
3	15-Feb-2023	Winnipeg-KB	AFFIDAVIT	GARRON HELMAN, AFF 13FEB2023
4	16-Feb-2023	Winnipeg-KB	DISPOSITION SHEET	BOND, J, 16FEB2023, ORDER GRANTED, SIGNED IN CRT
5	16-Feb-2023	Winnipeg-KB	ORDER	BOND, J, 16FEB2023, GARNISHMENT BEFORE JGMT
6	16-Feb-2023	Winnipeg-KB	NOTICE OF GARNISHMENT (BEFORE JMT)	\$539,921.44, BANK OF MONTREAL, AGST GENESUS INC.
7	17-Mar-2023	Winnipeg-KB	AFFIDAVIT OF SERVICE	ST/CL, ORDER FOR GARNISHMENT, N/GARN BEFORE JGMT, NOTICE INTENTION TO ENFORCE SECURITY, ON GENESUS INC., LEFT W/ LOGAN LAMBERT, (MANAGER) 24FEB2023 (20)
8	17-Mar-2023	Winnipeg-KB	REQUISITION - DEFAULT NOTED ONLY	AGST GENESUS INC.
9	22-Mar-2023	Winnipeg-KB	NOTICE OF MOTION (JUDGE)	PLTF, DEF JGMT, PAYMENT OUT, DISPENSE AFF REQUIREMENT
10	22-Mar-2023	Winnipeg-KB	AFFIDAVIT	OF CHRISTINE WATSON, AFF 21MAR2023
11	23-Mar-2023	Winnipeg-KB	DISPOSITION SHEET	MCKELVEY, J, 23MAR2023, ORDER GRANTED SIGNED IN CRT
12	23-Mar-2023	Winnipeg-KB	JUDGMENT (REPORTED)	MCKELVEY, J, 23MAR2023, JGMT TO PLTF, FUNDS & INT. STANDING IN CRT BE PD OUT TO CSL FOR PLTF, APPEAL PERIOD WAIVED, INTEREST
13	13-Apr-2023	Winnipeg-KB	REQUISITION - FOR CHEQUE	\$539,921.44, MARR FINLAYSON POLLOCK LLP, 12APR2023
14	25-Apr-2023	Winnipeg-KB	NOTICE OF GARNISHMENT & AFFT (AFTER JMT)	\$24,944.03, BANK OF MONTREAL, AGST GENESUS INC.
15	18-May-2023	Winnipeg-KB	NOTICE OF MOTION (JUDGE)	OF PLTF, PAYMENT INTO COURT TO BE PAID OUT TO CSL
16	18-May-2023	Winnipeg-KB	AFFIDAVIT	OF CHRISTINE WATSON, AFF 17MAY2023

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17	19-May-2023	Winnipeg-KB	DISPOSITION SHEET	SUCHE J, 19MAY2023 ORDER GRANTED & SIGNED IN COURT
18	19-May-2023	Winnipeg-KB	ORDER	SUCHE J, 19MAY2023 PAYMENT OUT
19	23-May-2023	Winnipeg-KB	NOTICE OF REJECTION	CHEQ REQ, AFFIDAVIT REQ'D, ORDER DOES NOT DISPENSE AFFIDAVIT
20	26-May-2023	Winnipeg-KB	NOTICE OF MOTION (JUDGE)	OF PLTF VENBRIDGE LIMITED PARTNERSHIP BY ITS GENERAL PARTNER GROW FINANCIAL LTD., VARYING ORDER
21	29-May-2023	Winnipeg-KB	DISPOSITION SHEET	KEYSER, J, 29MAY2023, ORDER GRANTED, SIGNED IN CRT
22	29-May-2023	Winnipeg-KB	ORDER	(AMENDED) 29MAY2023 , AMENDS THE 19MAY2023 ORDER OF SUCHE, J AS INDICATED
23	14-Jun-2023	Winnipeg-KB	REQUISITION - FOR CHEQUE	\$24,944.03, MARR FINLAYSON POLLOCK LLP, 14JUN2023

Parties (CI23-01-39597)

Party Type	Party Name	Lawyer
DEFENDANT 001	GENESUS INC.,	
PLAINTIFF 001	VENBRIDGE LIMITED PARTNERSHIP,	HALAMANDARIS, PETER

Court Hearings (CI23-01-39597)

Court Date	Court Time	Status	Hearing Type	Notes
29-May-2023	10:00	HEARD	CIVIL UNCONTESTED MOTIONS (10:00)	OF PLTF VENBRIDGE LIMITED PARTNERSHIP BY ITS GENERAL PARTNER GROW FINANCIAL LTD., VARYING ORDER
19-May-2023	10:00	HEARD	CIVIL UNCONTESTED MOTIONS (10:00)	OF PLTF, PAYMENT INTO COURT TO BE PAID OUT TO CSL
23-Mar-2023	10:00	HEARD	CIVIL UNCONTESTED MOTIONS (10:00)	PLTF, DEF JGMT, PAYMENT OUT, DISPENSE AFF REQUIREMENT
16-Feb-2023	10:00	HEARD	CIVIL UNCONTESTED MOTIONS (10:00)	PLTF VENBRIDGE LIMITED PARTNERSHIP, ORDER FOR PRJUDGEMENT GARNISHMENT, COSTS

Related Files (CI23-01-39597)

Related Files not found

This is **Exhibit "XX"** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.



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File Details

(CI23-01-43827 FERMES DURAND FARMS LTEE. vs GENESUS INC.)

Documents Filed (CI23-01-43827)

Doc #	Reg Date	Court Location	Document	Notes
1	15-Nov-2023	Winnipeg-KB	STATEMENT OF CLAIM	
2	29-Nov-2023	Winnipeg-KB	AFFIDAVIT OF SERVICE	OF ST/CL ON GENESUS INC., L/W VP OF FINANCE TREVOR KLIPPENSTEIN, 17NOV2023(20)
3	29-Nov-2023	Winnipeg-KB	AFFIDAVIT OF SERVICE	OF ST/CL ON CAM-AM GENETICS, L/W VP OF FINANCE TREVOR KLIPPENSTEIN, 17NOV2023(20)
4	08-Dec-2023	Winnipeg-KB	REQUISITION - DEFAULT NOTED ONLY	AGST BOTH DEFS
5	18-Dec-2023	Winnipeg-KB	NOTICE OF REJECTION	REQUISITION/DEFAULT JUDGMENT - MUST WAIVE RELIEF
6	28-Dec-2023	Winnipeg-KB	DEFAULT JUDGMENT, REQ, AFFT OF SERVICE	AGST BOTH DEFS
7	29-Dec-2023	Winnipeg-KB	REQUISITION - CERTIFICATE OF JUDGMENT	\$800,815.19

Parties (CI23-01-43827)

Party Type	Party Name	Lawyer
DEFENDANT 001	GENESUS INC.,	
DEFENDANT 002	CAN-AM GENETICS INC.,	
PLAINTIFF 001	FERMES DURAND FARMS LTEE.,	MAMUCUD, RENATO Y.

Court Hearings (CI23-01-43827)

Court Hearings not found

Related Files (CI23-01-43827)

Related Files not found

This is **Exhibit “YY”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

On this 12th day of February, 2024, having received this originally executed document, I signed it.

A handwritten signature in blue ink, appearing to read 'M. H. ...', written over a horizontal line.

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File Details

(CI23-01-44293 SEA AIR INTERNATIONAL FORWARDE vs GENESUS INC.)

Documents Filed (CI23-01-44293)

Doc #	Reg Date	Court Location	Document	Notes
1	12-Dec-2023	Winnipeg-KB	REQUISITION	FILE JUDGMNT AS PER ECJA
2	12-Dec-2023	Winnipeg-KB	JUDGMENT (UNREPORTED)	03OCT2023, \$321,066.33 PAY TO THE PLNTF AND SUM OF COSTS OF THIS ACTION, A RATE OF 7 PER CENT PER ANNUM, FRM ONTARIO SUPERIOR COUR OF JUSTICE
3	15-Dec-2023	Winnipeg-KB	REQUISITION - CERTIFICATE OF JUDGMENT	\$321,066.33

Parties (CI23-01-44293)

Party Type	Party Name	Lawyer
DEFENDANT 001	GENESUS INC.,	
PLAINTIFF 001	SEA AIR INTERNATIONAL FORWARDERS LIMITED,	HERMAN, ALLAN

Court Hearings (CI23-01-44293)

Court Hearings not found

Related Files (CI23-01-44293)

Related Files not found

This is **Exhibit “ZZ”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

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File Details

(CI24-01-44532 ERNST & YOUNG LLP vs CAN-AM GENETICS INC)

Documents Filed (CI24-01-44532)

Doc #	Reg Date	Court Location	Document	Notes
1	03-Jan-2024	Winnipeg-KB	STATEMENT OF CLAIM	
2	23-Jan-2024	Winnipeg-KB	AFFIDAVIT OF SERVICE	ST/CL, ON TREVOR KLEPPENSTEIN, 18JAN2024 (20)

Parties (CI24-01-44532)

Party Type	Party Name	Lawyer
DEFENDANT 001	CAN-AM GENETICS INC,	
PLAINTIFF 001	ERNST & YOUNG LLP,	MITCHELL, MICHAEL (AB)

Court Hearings (CI24-01-44532)

Court Hearings not found

Related Files (CI24-01-44532)

Related Files not found

This is **Exhibit “AAA”** referred to in the Affidavit of Ed Barrington affirmed before me by videoconference on the 9th day of February, 2024, at which time I saw and heard the affiant affirm this document and sign it. The affiant provided their identity by means of photo identification.

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File Details

(SC24-01-44732 MURRAY CHEVROLET LIMITED PARTN vs GENESUS INC.)

Documents Filed (SC24-01-44732)

Doc #	Reg Date	Court Location	Document	Notes
1	24-Jan-2024	Winnipeg-KB	SMALL CLAIM - UNPAID ACCOUNT	UNPAID ACCOUNT

Parties (SC24-01-44732)

Party Type	Party Name	Lawyer
CLAIMANT 001	MURRAY CHEVROLET LIMITED PARTNERSHIP,	
DEFENDANT 001	GENESUS INC.,	

Court Hearings (SC24-01-44732)

Court Date	Court Time	Status	Hearing Type	Notes
27-May-2024	09:00	PENDING	SMALL CLAIMS WINNIPEG - 1ST APP (9:00AM) 5224728	UNPAID ACCOUNT

Related Files (SC24-01-44732)

Related Files not found

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Document Details

(SC24-01-44732 MURRAY CHEVROLET LIMITED PARTN vs GENESUS INC.)

Details of Document #1: SMALL CLAIM - UNPAID ACCOUNT

Party Name	For/Against	Amount	Cost
GENESUS INC.,	Against	2,887.30	0.00
MURRAY CHEVROLET LIMITED PARTNERSHIP,	For	0.00	0.00