

COURT FILE
NUMBER

QBG No. 915 of 2019

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

Clerk's Stamp

IN THE MATTER OF THE RECEIVERSHIP OF BECKERLAND FARMS INC.

AFFIDAVIT OF TYSON BECKER

I Tyson Becker of Yorkton, Saskatchewan make oath and say:

1. I am a director and shareholder of 102016217 Saskatchewan Ltd. (the "Numbered Co.") and was at all relevant times the director and shareholder of Beckerland Farms Inc. ("Beckerland Inc.") and as such have personal knowledge of the facts and matters herein stated and where any so information is stated to be on belief, I verily believe same to be true.
2. I make this affidavit for the purpose of this Court determining the matters relating to S & D Solonenko Farms Ltd. ("Solonenko Farms") and Clarence Perpeluk ("Perpeluk").
3. Beckerland Inc. had entered into a forbearance agreement with Business Development Bank of Canada ("BDC") that ended on June 1st, 2018, At no time was I directed by BDC that I could not keep operating my business.
4. Tyland Management Group Inc. was the operating company of the storage business and it ended at the end of the forbearance period and had no funds to carry on. The Numbered Co. operated the grain storage business in exchange for the Numbered Co. paying the costs associated with maintaining the grain storage facilities and paying the costs of operating the business.
5. All customers who utilized the grain storage facilities for the 2018/2019 season paid the Numbered Co. for the grain storage services. Numbered Co. paid all expenses relating to the provision of grain storage including wages, utilities, insurance, fuel, trucking costs, bin and yard maintenance costs, equipment purchase and repair costs and all other operating costs as they arose. This is evident by the fact that the power utility account is still in the name of Numbered Co. or only recently changed to the receiver.

6. The grain storage agreements with customer included more than just mere storage of grain. The service agreement also included monitoring services, drying services, movement of grain to prevent heating, loading and unloading of grain all of which was provided by the Numbered Co. and all the expenses of which were borne and paid by the Numbered Co.
7. Like every other customer that entered into grain storage agreements for 2018/2019, I issued invoices to Solonenko Farms and Perpeluk requesting that payment be made to the Numbered Co.
8. Beckerland Inc. nor Tyland Management Group Inc. did not provide any storage services to any person for the 2018/2019 season because Beckerland Inc. was not financially capable of paying the associated expenses of providing such services.
9. When Solonenko Farms and Perpeluk (or any other person to whom grain 2018/2019 grain storage services were provided) requested grain storage services, I agreed on behalf of the Numbered Co. to provide those services and I authorized and directed Beckerland Inc. to permit use by the Numbered Co. of the grain storage facilities to provide those services to customers without any requirement whatsoever for any customer to enter into any agreement with, or to pay amount to, Beckerland Inc.
10. During and after the Forebearance period, BDC had the right to protect and inspect the Beckerland Inc. properties, Wroxton and Canora.
11. At no time did BDC carry out an inspection nor tell me I could not carry on my business.
12. The receiver's claim to the funds held in relation to Solonenko Farms and Perpeluk does not take into account the significant non-storage services provided and does not take into account the costs of providing the services all which all of which was provided or borne by the Numbered Co. and therefore the receiver would receive a significant windfall if this Court would grant the relief as requested.
13. I make this Affidavit in support of an order of this Court declaring that the applicant Receiver does not have a valid and subsisting commercial lien or other interest in the funds held in trust by Solonenko Farms' lawyer, Shawn Patenaude Law and a further order that the said funds may be paid to Solonenko Farms absolutely.


Sworn Before Me at the City of)
Yorkton, in the Province of)
Saskatchewan, this 20th day)
Of August, 2019.)

Gael Sutton

A Commissioner for Oaths.

Being a Solicitor,

My Commission expires
May 31, 2020.



Tyson Becker