## COURT FILE NUMBER

QBG No. 915 of 2019
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

# 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 forebearance 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 forebearance 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 facilies 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 $20^{\text {th }}$ day
Of August, 2019.

A Commissioner for Oaths Being a -Solicitor NAY Cominissicn expires




COURT FILE NUMBER QBG 915 of 2019
COURT OF QUEEN'S BENCH FOR SASKATCHEWAN IN BANKRUPTCY AND INSOLVENCY


## JUDICIAL CENTRE SASKATOON

# IN THE MATTER OF THE RECEIVERSHIP OF BECKERLAND FARMS INC. 

## ORDER

## (Sales Process and Cross-Examination on Affidavit)

Before the Honourable Madam Justice A.R. Rothery in Chambers the $23^{\text {rd }}$ day of August, 2019.
Upon the application of Jeffrey M. Lee., Q.C. and Paul Olfert, counsel on behalf of MNP Ltd. (the
"Receiver"), the receiver of the assets, properties and undertakings of Beckerland Farms Inc. (the
"Debtor"), and on hearing from counsel on behalf of the Receiver and from Shawn Patenaude, counsel on behalf of S\&D Solonenko Farms Ltd. ("Solonenko Farms") and Clarence Perpeluk ("Perpeluk"), and on reading the Notice of Application (Sales Process and Commercial Lien Claim) on behalf of the Receiver dated August 16, 2019, the First Report of the Receiver dated August 16, 2019 (the "First Report"), the Brief of Law of the Receiver, draft Order, and Notice of Application (Cross-Examination on Affidavit) dated August 22, 2019 all filed; and the pleadings and proceedings herein;

The Court orders, adjudges and declares:

## ACTIVITIES OF RECEIVER

1. The Receiver's actions, conduct and activities, as outlined in the First Report, are approved.

## APPROVAL OF SALES PROCESS

2. The sales process attached as Schedule " $A$ " hereto (the "Sales Process") is hereby approved and accepted, and the Receiver is hereby authorized and directed to implement the Colliers Proposal as described in the terms thereof and do all such things as are reasonably necessary to conduct and give full effect to the Sales Process.

## CROSS-EXAMINATION ON AFFIDAVIT

3. The Receiver shall be, and is hereby, granted leave to cross-examine Tyson Becker on his affidavit sworn August 20, 2019 and filed in relation to these proceedings.
4. Upon being served with a letter from counsel to the Receiver identifying the date, time, and location at which the cross-examination referred to above in paragraph 3 will occur (which date and time shall be within seven (7) days prior to the date set for the cross-examination, and which location shall be within the Province of Saskatchewan), together with proper conduct money to facilitate his attendance at such location (the "Conduct Money"), Tyson Becker shall attend for crossexamination at such date, time and location and answer questions put to him by counsel for the Receiver.
5. For greater certainty, the letter notifying Tyson Becker of the date, time, and location of crossexamination, and the Conduct Money, may be served upon Wayne Rusnak, Q.C. of the Rusnak Balacko Kachur Rusnak firm, counsel to Tyson Becker, by delivering same to the reception desk at the Rusnak Balacko Kachur Rusnak law firm in Yorkton, Saskatchewan.

## COMMERCIAL LIEN - ADJOURNMENT

6. The hearing of the Receiver's application for the balance of the relief sought in the Receiver's Notice of Application dated August 16,2019 shall be and is hereby adjourned to the $12^{\text {th }}$ day of September, 2019, at 10:00 a.m.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this
$23^{10}$


## CONTACT INFORMATION AND ADDRESS FOR SERVICE:

Name of the firm Lawyer in charge of file
Address of firm:
Telephone number:
Fax number:
Email address:

MLT Aikins LLP
Jeffrey M. Lee Q.C. I Paul Olfert
1500, 410 22nd Street E, Saskatoon SK S7K 5T6
306.975.7100
306.975.7145
jmlee@mltaikins.com / polfert@mltaikins.com

## Schedule "A"

## MNP Ltd. <br> RECEIVER OF

BECKERLAND FARMS INC.

INVITATION FOR OFFERS TO PURCHASE
1.0 INTRODUCTION ..... 3
2.0 BACKGROUND INFORMATION. ..... 4
3.0 ASSETS INCLUDED IN SALE ..... 4
4.0 PROCEDURE TO SUBMIT OFFER TO PURCHASE AND AUCTION PROPOSAL ..... 4

## APPENDICES

| APPENDIX A | Canora Assets for Sale |
| :--- | :--- |
| APPENDIX B | Wroxton Assets for Sale |
| APPENDIX C | Terms and Conditions of Sale |
| APPENDIXD | Form of Offer |

### 1.0 INTRODUCTION

This Invitation for Offers for Outright Purchase or Auction Proposals has been compiled by MNP Ltd. ("MNP"), in its capacity as receiver (the "Receiver") of Beckerland Farms Inc. ("Beckerland" or the
"Company").
It has been prepared solely for information purposes to assist prospective Purchasers or Auctioneers (jointly referred to as "Purchasers") in making an evaluation of the Company's assets (the "Assets"). The information provided herein may not contain all of the information Purchasers may require and therefore, Purchasers should conduct their own investigation, analysis and due diligence relating to the Company's Assets and of the information contained herein.

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

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

## Viewing of the Assets

The Premises will be open to allow for viewing of the Assets on Tuesday September 3rd from 1:00 pm to $5: 00 \mathrm{pm}$, and Wednesday September 4th from 9:00 am to 12:00 pm. Please confirm with Rick Anderson if you plan on attending one or both of these viewing times or if you want to make alternative arrangements to view the Assets and the locations you will be attending (Rick Anderson of MNP at 403 537-8424 or rick.anderson(omnp.ca).

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

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

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

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

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

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

### 3.0 ASSETS INCLUDED IN SALE

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

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

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

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

All Offers to Purchase must be substantially in the form of offer attached (Appendix D).
The deadline for the submission of an Offer to Purchase is 12.00 pm (Calgary Time) on September 20, 2019. Offers to Purchase or Auction Proposals must be submitted to MNP Ltd., Attention: Rick Anderson, RE: Beckerland Farms Inc.- In Receivership" at the address below.

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

Rick Anderson<br>rick.anderson@mnp.ca<br>Phone: (403) 537-8424<br>MNP Ltd.<br>1500, 640-5 Ave SW<br>Calgary, AB T2P 3G4

## COURT

JUDICIAL CENTRE

DOCUMENT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Q.B. No. 915 of 2019

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

SASKATOON

IN THE MATTER OF THE RECEIVERSHIP OF BECKERLAND FARMS INC.

FIRST REPORT OF THE RECEIVER

Jeffrey M. Lee
MLT Aikins LLP
1500, 410-22 Street E
Saskatoon, SK S7K 5T6
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Fax No.: 306-975-7145
E-mail: jmlee@mltaikins.com

Victor P Kroeger/Rick Anderson
MNP Ltd
1500, 640 - 5 Ave SW
Calgary, AB T2P 3G4
Phone No.: 403-298-8479/403-537-8424
Fax No.: 403-537-8437
E-mail: vic.kroeger@mnp.ca/rick.anderson@mnp.ca

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ACTIVITIES OF THE RECEIVER - SALES PROCESS ..... 4
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CONCLUSIONS AND RECOMMENDATIONS ..... 7
EXHIBITS
Exhibit A Webpage copies of Wroxton facility of Beckerland Farms Inc.
Exhibit B Webpage copies of Canora facility of Beckerland Farms Inc.
Exhibit C Land title registry report for Wroxton facilityExhibit D Land title registry report for Canora facility
Exhibit E Draft sale package
Exhibit F S\&D Solonenko Farms contract and cashed cheque
Exhibit G Corporate Search results for 102016217 Saskatchewan Ltd.
Exhibit H Mr. Perpeluk contract and cashed chequeExhibit IExhibit J
Exhibit K

July 15, 2019 demand letter to 102016217 Saskatchewan Ltd.
Agreement between the Receiver and S\&D Solonenko Farms
Agreement between the Receiver and Mr. Perpeluk

## INTRODUCTION AND BACKGROUND

1. On July $5^{\text {th }}, 2019$, pursuant to the Order of the Honourable Madam Justice A.R. Rothery, MNP Ltd. was appointed Interim Receiver (the "Interim Receiver"), without security, of all of the assets, undertakings and properties of Beckerland Farms Inc. ("Beckerland Farms" or the "Debtor") acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof (the "Interim Receivership Appointment Order").
2. On July 11th, 2019, pursuant to the Order of the Honourable Madam Justice A.R. Rothery, MNP Ltd. was appointed Receiver (the "Receiver"), without security, of all of the assets, undertakings and properties of Beckerland Farms acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof (the "Receivership Order").
3. Beckerland Farms was in the grain storage and drying business and has two operational premises located in Canora, SK and Wroxton, SK (the "Canora Facility" and the "Wroxton Facility"). Beckerland Farms' client base consists primarily of farmers in the Canora, Wroxton and Yorkton areas.
4. Beckerland Farms' webpage (www.beckerlandfarms.com) outlines the grain storage business that it conducted in both locations, providing customers with details about various services and photographs of the facilities. Copies of the Beckerland Farms webpages for the Wroxton Facility and the Canora Facility are attached as Exhibits "A" and " B " respectively. Access to the webpage is still available to the public as of August 16, 2019.
5. The facilities are owned by Beckerland Farms. No other entity is registered on the land title registry as having an ownership interest in the facilities. Copies of the Land title registry reports for the Wroxton Facility and the Canora Facility are attached as Exhibits "C" and "D" respectively.
6. Beckerland Farms has storage capacity for grain of approximately 2 million bushels between its two operational facilities. Grain drying and storage is a critical requirement for farmers during harvest season and Beckerland Farms has provided grain storage services to local farmers to accommodate grain purchase contracts and other longer term storage needs that the local farming community may have.

## PURPOSE OF THIS REPORT

7. The Receiver is seeking the following:
a. Approval of the Receiver's Activities to date;
b. Approval of a sales process for the Beckerland Farms assets; and
c. Advice and direction in relation to the release of grain sale proceeds currently held in trust relating to unpaid grain storage services provided by Beckerland Farms and the Receiver's claim of lien against such grain sale proceeds.

## ACTIVITIES OF THE RECEIVER

8. To date, the Interim Receiver/Receiver has

- Attended the premises of Beckerland Farms;
- Corresponded and met with the principal of Beckerland Farms, Mr. Tyson Becker ("Mr. Becker"), creditors and local farmers;
- Notified the RCMP of a break in at the Canora Facility; filed corresponding reports and provided photographs to the RCMP;
- Arranged insurance on the assets;
- Corresponded with 102016217 Saskatchewan Ltd ("102016217") regarding the generation of revenue utilizing Beckerland Farm assets;
- Engaged an independent appraisal of the assets;
- Contacted auctioneers for proposals to sell assets; and
- Negotiated with farmers regarding the release of grain in the possession of the Receiver on the date of receivership.


## ACTIVITIES OF THE RECEIVER - SALES PROCESS

9. We understand that grain storage and drying services provided by Beckerland assets relate to the harvest. If the assets are not marketed and sold shortly, there is a strong likelihood that the Receiver would have to hold the assets until next year's harvest, when the need is at its peak (failing which such assets would be sold at a significant discount). Therefore, the Receiver has prepared a sales package of the Beckerland Farms assets, outlining the requirement of Court approval, along with terms and conditions, and a form of offer sheet that is attached as Exhibit " $E$ ". The Receiver proposes to close the offer period on September 20, 2019. The Receiver would then proceed to obtain Court approval, on the basis of the Receiver having received an acceptable offer for the

Court's consideration.

## CLAIMS TO GRAIN IN STORAGE

10. On July 5, 2019, in our capacity as Interim Receiver, we attended the Debtor's two operational premises. At the Wroxton facility, an individual was attempting to load grain from a grain bin owned by Beckerland Farms.
11. The individual was advised of the Interim Receivership Order and was told that removal of the grain was not allowed. In speaking with the farmer who had contracted with the individual to remove the grain, Cortney Solonenko of S\&D Solonenko Farms Ltd. ("S\&D Solonenko Farms"), the Interim Receiver was advised that S\&D Solonenko Farms held a contract for grain storage until July 2019. The Interim Receiver requested all documentary support for the contract in question. Mr. Solonenko provided the Interim Receiver with a contract dated August 28, 2018 in the amount of $\$ 126,000$ (inclusive of GST) (the "Solonenko Grain Storage Contract"). The Solonenko Grain Storage Contract listed 102016217 and not Beckerland Farms as the provider of storage services and facilities even though the facilities being used to store the grain were owned by Beckerland Farms. Equipment owned by Beckerland Farms appears to have been used to load, store, cool and preserve the grain in the Beckerland storage facilities.
12. Attached as Exhibit " $F$ " is a copy of the Grain Storage Contract, together with a copy of a $\$ 126,000$ cancelled cheque payable to 102016217 provided to the Interim Receiver by S\&D Solonenko Farms Ltd. evidencing payment of the amount due under the Solonenko Grain Storage Contract.
13. Attached as Exhibit " $G$ " is a July 8, 2019 Saskatchewan Corporate Registry Profile Report for 102016217 that indicates that 102016217 was incorporated on March 1, 2017. Mr. Becker is listed as 102016217's sole Director, Officer and Shareholder.
14. On July 12, 2019, another farmer provided to the Receiver copies of two Grain Storage Contracts between himself and 102016217 for grain storage and grain turning. The Grain Storage Contracts dated December 14, 2018 and March 26, 2019 between Mr. Clarence Perpeluk ("Mr. Perpeluk") and 102016217 are attached as "Exhibit H". Again, Mr. Perpeluk had paid 102016217 the full amount of the $\$ 10,522.47$.
15. Subsequent to the Receivership Order, the Receiver advised both S\&D Solonenko

Farms and Mr. Perpeluk that Beckerland Farms was the owner of the grain storage facilities and the provider of the grain storage services and that Beckerland Farms has a commercial lien claim over the grain being held in Beckerland Farms' storage facility pursuant to The Commercial Liens Act.
16. The Receiver issued a formal demand for payment to 102016217 on July 15, 2019 for the amounts due to Beckerland Farms' pursuant to its lien. A copy of the July 15, 2019 letter is attached as "Exhibit l".
17. Mr. Becker and 102016217 were contacted to provide copies of any agreements between 102016217 and Beckerland Farms regarding the use of the Beckerland Farms assets by 102016217. Mr. Becker advised the Receiver in a meeting on July 18, 2019 that no such agreements were made. The Receiver also followed up on the July 15, 2019 demand letter to 102016217 and Mr. Becker advised that neither he nor 102016217 had the financial ability to satisfy the amounts owing to the Receiver in regard to its lien.
18. The Receiver reached agreements with both S\&D Solonenko Farms and Mr. Perpeluk to allow the release of the grain being held, so that grain contracts that both parties had for the sale of their grain to third parties could be met.
19. S\&D Solonenko Farms has paid in trust with their lawyer, Shawn Patenaude Legal Professional Corporation (SPLPC"), \$105,000, being the net balance of the Grain Storage Contract in Exhibit A, less the $\$ 21,000$ refund 102016217 issued back to S\&D Solonenko Farms for a bin that was not required. A copy of the letter agreement executed between the Receiver and S\&D Solonenko Farms is attached as "Exhibit J".
20. Mr. Perpeluk has also retained SPLPC to act in this matter and has paid in trust $\$ 10,522.47$, being the amount of the Grain Storage Contract in Exhibit C. A copy of the letter agreement executed between the Receiver and Mr. Perpeluk is attached as "Exhibit K".
21. MLT Aikins LLP, counsel to the Receiver, has reviewed the Receiver's claim under The Commercial Liens Act and provided advice to the Receiver in that regard.
22. The amounts referenced in paragraphs 19 and 20 (collectively referred to as the "Commercial Lien Trust Funds") represent the full value of the grain storage services
provided to S \& D Solonenko Farms Ltd. and Clarence Perpeluk utilizing Beckerland Farms assets. These claims total $\$ 115,522.47$. Beckerland Farms provided the facility to S\&D Solonenko Farms and Mr. Perpeluk and received no compensation for this service. Mr. Becker confirmed that there was no agreement between 102016217 and Beckerland Farms authorizing 102016217 to use the facility.

## conclusions And recommendations

23. Based on the foregoing, the Receiver seeks the Court's approval for the following:
d. Approval of the Receiver's activities to date;
e. An order approving the Receiver's sale package and process as described in Exhibit E; and
f. An Order declaring that the Receiver has a valid lien on the Commercial Lien Trust Funds pursuant to The Commercial Liens Act and directing that the Commercial Lien Trust Funds be paid to the Receiver.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 16 ${ }^{\text {th }}$ day of August, 2019.

MNP Ltd.
Solely in its canfacity as Receiver of Beckerland Farms Ltd, and not in its personal or corporate capacity

Per: VictorP. Krbeger, CIRP, LIT, CPA, CA, CFE Senior Vice President

## EXHIBIT F

102016217 SK <TD

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## EXHIBIT H







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Box 1167
Yorkton, SK S3N 2X3
Phone: 306 621-3100
Fax: 306 782-2790
tyson@beckerlandfarms.com

Exhibit


Royal Reporting Services Ltd.

| Sold To | Date |
| :--- | :--- |
| AFAB Industries | Jan 31, 2018 |
| Box 55  <br> Rocanville, SK S0A 3LO Reference <br>  109 |  |


| Description | Quantity | Price | Amount |
| :--- | :---: | :---: | :---: |
| 2009 Nashcar Aluminator Enclosed Trailer s/n <br> 1N9BE282691287489 | 1 | $\$ 32,823.60$ | $\$ 32,823.60$ |

## Paid By: Charge

| Sub Total | $\$ 32,823.60$ |
| ---: | ---: |
| GST $(5.00 \%)$ | $\$ 1,641.18$ |
| PST $(6.00 \%)$ | $\$ 0.00$ |
| Total | $\$ 34,464.78$ |

January 31, 2018


Box 1167
Yorkton, SK S3N 2X3
Phone: 306 621-3100
itrarofer
from 102016217

Fax: 306 782-2790
tyson@beckerlandfarms.com


| Description | Quantity | Price | Amount |
| :---: | :---: | :---: | :---: |
| 15 Brandon/Plentiful Wheat Samples Tested | 15 sample | $\$ 18.00$ | $\$ 270.00$ |
| 21 Brandon/Plentiful Wheat Samples Tested | 21 sample | $\$ 18.00$ | $\$ 378.00$ |

Paid By: Charge

| Sub Total | $\$ 648.00$ |
| ---: | ---: |
| CST $(5.00 \%)$ | $\$ 32.40$ |
| PST $(6.00 \%)$ | $\$ 0.00$ |
| Total | $\$ 680.40$ |

Third Party Testing
Cotecna Canada Inc.
Protein \& Moisture

## COTECN^



Payable within $\mathbf{3 0}$ days to
By telegraphic transfer:
Royal Bank of Canada
Acct Name: : Cotecna Inspection
Acct \# $:$ 00008-003-1049055
ABA \# : ROYCCAT2
ROUTING $:$ Routing \# 021000021

By check payable to :
Cotecna Canada INC. P.O. Box 1680
240 Broadway Street West
Fort Qu'Appelle, SK S0G 1S0
CANADA
And mentioning this invoice number CA1800062-1 as reference.

## COTECNA

| Invoice No | CA1800062-2 | BECKERLAND FARMS INC |
| :---: | :---: | :---: |
| File No | CA1800062 |  |
| Business Line | Agri - Inspections |  |
| Category | Milling Wheat | Box 1167 |
| Cust. Market | CAN | Yorkton, Saskatchewan |
| Invoice Date | 30/04/2018 |  |
|  |  | Attn: |
|  |  | CANADA |
| Re : | COMMODITY | WHEAT |
|  | QUANTITY | 21 SAMPLE |
|  | PLACE OF INSPECTION | FORT QU'APPELLE, SK |
|  | Reference /Contract Number | 18020 18022, 18021 18024, 18023, 18025, 18026, 18027,18029, 18030, 18031, 18033, 1803418037, |
|  |  | 18035, 1803618038,18039 18041, 18040 18043, |
|  |  | 18044, 18045 18047, 18046 18048, 18049 18050, 18051, 18052 |

We hereby invoice, as per our agreement, our inspection fees as follows:

| Description | Quantity |  | Unit Price | Total Tax excl. |
| :---: | :---: | :---: | :---: | :---: |
| Products: WHEAT |  |  |  |  |
| Inspection date : 27/04/2018-27/04/2018 |  |  |  |  |
| Place of inspection : FORT QU'APPELLE, SK |  |  |  |  |
| Destination : CANADA |  |  |  |  |
| Combination Assessment, | 21.00 | SAMPLE | 10.00 | 210.00 |
|  |  | Tota | Tax excl. | 210.00 |
|  |  | Tot | Tax | 10.50 |
|  |  | Tot | Tax incl. | 220.50 |

Payable within 30 days to

By telegraphic transfer :
Royal Bank of Canada
Acct Name : Cotecna Inspection
Acct \# : 00008-003-1049055
ABA \# : ROYCCAT2
ROUTING : Routing \# 021000021

By check payable to :
Cotecna Canada INC. P.O. Box 1680
240 Broadway Street West
Fort Qu'Appelle, SK S0G 1S0
CANADA
And mentioning this invoice number CA1800062-2 as reference.

| Sold To | Date |
| :--- | :--- |
| Dale Thomaschewski | May 10, 2018 |
| Box 326 | Reference |
| Elm Creek, MB ROG ONO | 115 |


| Description | Quantity | Price | Amount |
| :--- | ---: | ---: | ---: |
| 1326 bu. Plentiful Wheat @ $14.9 \%$ | 1 | $\$ 106.08$ | $\$ 106.08$ |
| 1483 bu. Plentiful Wheat @ $14.8 \%$ | 1 | $\$ 88.98$ | $\$ 88.98$ |
| Paid By: Charge |  | Sub Total | $\$ 195.06$ |
|  | GST (5.00 \%) | $\$ 9.75$ |  |
|  | PST (6.00 \%) | $\$ 0.00$ |  |
| Total | $\$ \mathbf{2 0 4 . 8 1}$ |  |  |

Custom Plentiful Wheat Drying:
20\$/point/bushell for the first two percentage points
$10 \phi /$ point/bushel after that to a maximum dry moisture of $14.5 \%$
Shrinkage calculated as an average percent

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Dale Thomaschewski Plentiful Wheat Shrinkage Calculation

| 10-Apr-18 | 18006 | 21.160 | 778 | $12.3 \%$ | 260.268 Picked-up by AVT |
| :--- | :--- | :--- | ---: | :--- | :--- |
| 10-Apr-18 | 18007 | 18.360 | 675 | $10.5 \%$ | 192.780 Picked-up by AVT |
| 11-Apr-18 | 18008 | 34.196 | 1,256 | $12.0 \%$ | 410.352 |
|  |  | 73.716 | 2,709 | $11.7 \%$ | 863.400 |




Tyland Management Group Inc.
Wroxtontuorage Facility
Box 11/v, Yorkton, SK S3N 2X3

Phone 306-621-3100

## Scale Ticket (OUT)

Ticket no. 17890
Issued on 01.22.2018 11:50 AM


Remarks: From W-71 to W-16.


## Tyland Management Group Inc.

Wroxtor-Storage Facility
Box 11 h7, Yorkton, SK S3N $2 \times 3$

Box 11ヶ7, Yorkton, SK S3N 2X3
Phone 306-621-3100


## Scale Ticket (OUT)

Ticket no. 17891
Issued on 01.22.2018 01:13 PM


Remarks: From W-71 to W-16.


Beckerland Farms Inc.

Box 1167
Yorkton, SK S3N 2X3
Phone: 306 621-3100
Fax: 306 782-2790
tyson@beckerlandfarms.com

| Sold To | Date |
| :--- | :--- |
| Dale Thomaschewski | May 10, 2018 |
| Box 326  <br> Elm Creek, MB ROG ONO Reference | 116 |


| Description | Quantity | Price | Amount |
| :--- | ---: | ---: | ---: |
| 1176 bu. Brandon Wheat @ 17.0\% | 1 | $\$ 529.20$ | $\$ 529.20$ |
| 208 bu. Brandon Wheat @ 18.0\% | 1 | $\$ 114.40$ | $\$ 114.40$ |
| 1490 bu. Brandon Wheat @ 18.0\% | 1 | $\$ 819.50$ | $\$ 819.50$ |
| 1477 bu. Brandon Wheat @ 18.1\% | 1 | $\$ 827.12$ | $\$ 827.12$ |
| 1494 bu. Brandon Wheat @ 17.7\% | 1 | $\$ 776.88$ | $\$ 776.88$ |
| 1451 bu. Brandon Wheat @ 17.2\% | 1 | $\$ 681.97$ | $\$ 681.97$ |
| 1494 bu. Brandon Wheat @ 18.2\% | 1 | $\$ 851.58$ | $\$ 851.58$ |
| 700 bu. Brandon Wheat @ 17.1\% | 1 | $\$ 322.00$ | $\$ 322.00$ |
| 1602 bu. Brandon Wheat @ 18.3\% | 1 | $\$ 929.16$ | $\$ 929.16$ |

Custom Brandon Wheat Drying:
20ф/point/bushell for the first two percentage points
10ф/point/bushel after that to a maximum dry moisture of 14.5\%
Shrinkage calculated as an average percent

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## Tyland Management Group Inc.

Wroxto ${ }^{2}$ Storage Facility
Box'1167, Yorkton, SK S3N 2X3
Phone 306-621-3100


## Scale Ticket (OUT)

Ticket no. 17996
Issued on 04.09.2018 03:54 PM


| Date | Cand3 time 12:52 |
| :---: | :---: |
| Customer | Dale Thonaschewsti |
| License Plate/Driver | 861 It |
| Commodity | Brandon $\rightarrow$ A Anc. |
| Bin Number | $20^{n}$ |
| Circle One | Incoming / Outgoing |
| Loaded Weight | 20000 (didrit fit in W-20) |
| Empty Weight | moten 520 |
| Net Weight | 今2012 |
| Scale Ticket |  |



## Tyland Management Group Inc.

Wroxtor Storage Facility
Box 11. .forkton, SK S3N $2 \times 3$
Phone 306-621-3100


## Scale Ticket (OUT)

Ticket no. 17997
Issued on 04.09.2018 04:19 PM

| Trum |  | Bare chor time |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Truck Number 861 | Tare | 4/9/2018 | 5 PM | Gross 4/9/20 | 16 PM |
| Trucking Company Beckerland Farms |  |  |  |  |  |
| Vehicle Group Standard | Name |  | homaschew |  |  |
| Gristomar |  | R.154 |  |  |  |
| Name Dale Thomaschewski |  |  |  | Bin W-68 |  |
| Nattitis | Tame | Helatim ${ }^{\text {a }}$ | Tas | cross |  |
| 47 Brandon Wheat | 0.00 | $18 \% 0.0$ | 14,400 | 54,950 | 40,550 |
|  |  |  |  |  | KGS |
|  |  |  |  |  | 40,550 |

Remarks: From W-68 to W-16
$\qquad$


## Tyland Management Group Inc.

Wroston Starage Facility
Box $\quad \gamma$, Yorkton, SK S3N 2X3
Phơne, 306-621-3100


## Scale Ticket (OUT)

## Ticket no. 17998

Issued on 04.09.2018 05:33 PM


Remarks: From W-68 to W-16

| Date | Qpria 9 Time 4:17 |
| :---: | :---: |
| Customer | Dale Thomascheuski |
| Lice: e Plate/Driver | 861 |
| Commodity | Brandon |
| Bin Number | W-68 |
| Circle One | Incoming/outgoing to wet bis |
| Loaded Weight | $54,600 \text { Mst 18,1\% }$ |
| Empty Weight | 14.400 |
| Net Weight | 40,200 |
| Scale Ticket | 17998 |

## Tyland Management Group Inc.

Wroxton Storage Facility
Box 116̂7, Yorkton, SK S3N 2X3
Phone. 306-621-3100


## Scale Ticket (OUT)

Ticket no. 18016
Issued on 04.18.2018 10:31 AM


Remarks: From W-68 to W-16.

| Date | Cepr 18 Time |
| :---: | :---: |
| Customer |  |
| License Plate/Driver |  |
| Commodity |  |
| Bin Number | 68 Merist 17.7 |
| Circle One | Incoming/ Outgoing Into Wet Bin |
| Loaded Weight | 55040 |
| Empty Weight | 14390 |
| Net Weight |  |
| Scale Ticket | 18016 |

Box 1167
Yorkton, SK S3N 2X3
Phone: 306 621-3100
Fax: 306 782-2790
tyson@beckerlandfarms.com

| Sold To | Date |
| :--- | :--- |
| Dale Thomaschewski May 10, 2018 <br> Elm Creek, MB R0G ONO Reference <br>  117 l |  |


| Description | Quantity | Price | Amount |
| :---: | :---: | :---: | :---: |
| Scale Ticket 17892 | 40.6 | \$10.00 | \$406.00 |
| Scale Ticket 17893 | 38.42 | \$10.00 | \$384.20 |
| Scale Ticket 17894 | 36.58 | \$10.00 | \$365.80 |
| Scale Ticket 17895 | 30.96 | \$10.00 | \$309.60 |
| Paid By: Charge |  |  |  |
|  |  | Sub Total | \$1,465.60 |
|  |  | GST (5.00 \%) | \$73.28 |
|  |  | PST (6.00 \%) | \$0.00 |
|  |  | Total | \$1,538.88 |

Turning @ \$10.00/MT
Brandon Wheat
2 loads from $W$-68 to $W-20$
2 loads from $W$-72 to $W-20$

## Tyland Management Group Inc.

Wroxton Scórage Facility
Box 1^37, Yorkton, SK S3N 2X3
Phone 306-621-3100


## Scale Ticket (OUT)

## Ticket no. 17892

Issued on 01.22.2018 03:03 PM


Remarks: From W-72 to W-20.


## Tyland Management Group Inc.

Wroxton Storage Facility
Box 1967 , Yorkton, SK S3N 2X3
Phone 306-621-3100


## Scale Ticket (OUT)

Ticket no. 17893
Issued on 01.22.2018 05:22 PM


Remarks: From W-72 to W-20.

Signature
Scale Operator ljk

| Date/Time |  |
| :---: | :---: |
| Customer |  |
| License Plate/Driver |  |
| Commodity | Brandon |
| Bin Number | I2 tuth Bin 20 |
| Circle One | Incoming / Outgoing |
| Loaded Weight | $52>50$ |
| Empty Weight |  |
| Net Weight |  |
| Scale Ticket | 17893 |

## Tyland Management Group Inc.

Wroxton Etorage Facility
Box 1167, Yorkton, SK S3N 2X3
Phone 306-621-3100


## Scale Ticket (OUT)

Ticket no. 17894
Issued on 01.23.2018 10:48 AM


Remarks: From W-68 to W-20.


## Tyland Management Group Inc.

Wroxton Storage Facility
Box 1167, Yorkton, SK S3N 2X3
Phone 306-621-3100


## Scale Ticket (OUT)

Ticket no. 17895
Issued on 01.23.2018 12:52 PM


Remarks: From W-68 to W-20

Scale Operator ljk


| Sold To | Date |
| :--- | :--- |
| Dale Thomaschewski | May 30, 2018 |
| Box 326 <br> Elm Creek, MB ROG ONO | Reference |
|  | 118 |


| Description | Quantity | Price | Amount |
| :---: | :---: | :---: | :---: |
| Aeration - Bin W-16-24 days | 24 | \$24.00 | \$576.00 |
| Aeration - Bin W-20-8 days | 8 | \$24.00 | \$192.00 |
| Aeration - Bin W-68-40 days | 40 | \$24.00 | \$960.00 |
| Aeration-Bin W-71-3 days | 3 | \$24.00 | \$72.00 |
| Aeration-Bin W-72-37 days | 37 | \$24.00 | \$888.00 |
| Paid By: Charge |  |  |  |
|  |  |  |  |
|  |  | GST (5.00 \%) | \$134.40 |
|  |  | PST (6.00 \%) | \$0.00 |
|  |  | Total | \$2,822.40 |


| Sold To | Date |
| :--- | :--- |
| Dale Thomaschewski | May 30,2018 |
|  | Reference |
|  | 119 |


| Description | Quantity | Price | Amount |
| :--- | ---: | ---: | ---: |
| April - 114,498 bu. Brandon Wheat @ $5 \phi / \mathrm{bu}$ | $114,498 \mathrm{bu}$ | $\$ 0.05$ | $\$ 5,724.90$ |
| April - 29,499 bu. Plentiful Wheat @ $5 \phi / \mathrm{bu}$. | $29,499 \mathrm{bu}$. | $\$ 0.05$ | $\$ 1,474.95$ |
| May - Brandon Wheat | 1 bins | $\$ 2,968.85$ | $\$ 2,968.85$ |

Paid By: Charge

| Sub Total | $\$ 10,168.70$ |
| ---: | ---: |
| GST $(5.00 \%)$ | $\$ 508.44$ |
| PST $(6.00 \%)$ | $\$ 0.00$ |
| Total | $\$ 10,677.14$ |

Custom Wheat Storage
5¢/bu. per month for April Negotiated flat rate for May

This agreement is made as of the $26^{\text {th }}$ day of August, 2017.
BETWEEN:
Beckerland Farms Inc.
Box 1167
Yorkton, SK S3N 2X3
(heinafter referred to as "COMPANY")
-and-
Garnet Lacusta
Box 180
Wroxton, SK SOA 4SO
(heinafter referred to as "CUSTOMER")
WHEREAS COMPANY owns the Wroxton Storage Facility;
AND WHEREAS CUSTOMER wishes to retain COMPANY to provide Custom Grain Storage Services at the Wroxton Storage Facility as set out herein and COMPANY has agreed, subject to the terms and conditions of this Agreement, to provide Custom Grain Storage Services requested:

1) CUSTOM GRAIN STORAGE:
a) Custom Grain Storage will be provided to CUSTOMER at a rate of $\$ 0.05$ per bushel per month with a minimum term of six (6) months. Initial invoice will be for $\$ 0.30$ per bushel.
b) An invoice will be provided to CUSTOMER when the last load is received at the Wroxton Storage Facility. Payment is due immediately.
c) The storage term can be extended at a rate of $\$ 0.05$ per bushel per month.
2) SERVICES PROVIDED in the $\$ 0.05$ per bushel per month fee:
a) Scaling trucks in and out using our certified truck scale.
b) Scale tickets for all loads.
c) Augering grain into the bin.
d) OPI temperature monitoring.
e) Loading trucks.
3) SERVICES PROVIDED for an extra fee:
a) Turning of heating grain at $\$ 2.00$ per metric tonne.
b) Aeration (if available) at $\$ 24.00$ per fan per day.

Beckerland Farms Inc.


COURT FILE NUMBER:
Q.B. NO. 241 of 2018

Royal Reporting Services Ltd.

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
JUDICIAL CENTRE: YORKTON
APPLICANT: BECKERLAND FARMS INC.

RESPONDENT: BUSINESS DEVELOPMENT BANK OF CANADA

## AFFIDAVIT OF TYSON BECKER


#### Abstract

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


1. I am the President of BECKERLAND FARMS INC., and as such have personal knowledge of the matters and facts herein deposed to except where stated to be on information and belief and where so stated, I verily believe the same to be true.
2. That on the $11^{\text {th }}$ day of September 2018, I personally attended to a mediation session in Saskatoon with the Applicant, BDC and a representative of the Farm Land Security Board. As a consequence of the meeting, I agreed to provide BDC with a current updated equipment list and a Statutory Declaration of personal finances. In addition, I provided a Consent Judgment in favour of BDC which are set forth as Exhibit " A " to this my Affidavit.
3. That throughout the period of the Forbearance Agreement, I have attempted to arrange for the sale of the Canova assets and the Wroxton assets. The first formal offer I received was an offer from Flamen Sales Ltd. dated July 10th, 2018, a copy of which is attached as Exhibit "B". To the best of my knowledge this offer was never formally rejected by BDC. However, at the mediation session, it was my understanding
that BDC was going to arrange their own independent formal appraisal of the assets. I was agreeable with the foregoing proposal.
4. That on or about the $29^{\text {th }}$ day of June, 2018, I received an independent appraisal report from Ritchie Bros. Auctioneers (Canada) Ltd. which was requested by BDC in order to determine the value of the assets at the Wroxton and Canora grain storage facility locations. This information was provided to BDC on the $11^{\text {th }}$ day of July, 2018 and is referred to in the Offer to Purchase originally made by Flaman Sales Ltd. in their offer identified as Exhibit " B " to this my Affidavit.
5. 

On the $14^{\text {th }}$ of September, 2018, I consented to the Order attached as Exhibit " $C$ " to this my Affidavit as discussed at mediation.
6. On or about $11^{\text {th }}$ day of October, 2018, I was served with a Notice of Possession of Implement pursuant to Section 57 of The Saskatchewan Farm Security Act.
7. That on or about the $1^{\text {st }}$ day of November, 2018, I filed with the Court of Queen's Bench at the Judicial Centre of Yorkton, an Application for Hearing which is set forth as Exhibit " $D$ " to this my Affidavit.
8. That as a result of the wet weather in September and October, 2018, I was approached by Wroxton and area farmers to dry grain. The storage facilities that I have at Wroxton total 750,000 bushels and I have a commercial grain dryer at the storage facility premises located on the N.E. 29-26-31 W2nd. The equipment including tractors, loaders, augers and trucks are needed to effect the grain drying process and if they grain is not dried, the farmers can sustain damages in excess of $\$ 4,000,000.00$ because of this seizure.
9. That at the current time I have completed approximately $65 \%$ of the drying
and anticipate having the balance of drying completed by February $15^{\text {th }}, 2019$. However, this is dependent upon weather conditions as I cannot dry grain if the weather gets below -20 degrees Celsius.
10. With respect to the assets located at the Canora facilities, the same have not been used during the 2018 crop year and I have no objection to the Applicant taking possession of the equipment relative to that storage facility located at Canora, including the unassembled grain dryer.
11. That on or about the $27^{\text {th }}$ day of November 2018, I received a second offer from Flaman Sales Ltd. and I accepted that offer and forwarded a copy of it to the solicitors for the Applicant identified as Exhibit " $E$ ". Since that date, I have been asked to co-operate by allowing the Applicant to have the appraisal completed that was contemplated at the mediation on September $11^{\text {th }}, 2018$.
12. By letter sent via e-mail dated the $28^{\text {th }}$ day of November, 2018, identified as Exhibit "F", I provided BDC with my cell number so that I could be contacted directly and I am prepared to co-operate with the Applicant's appraiser.
13. The Applicant has until December $10^{\text {th }}, 2018$ to consider the offer of Flaman Sales Ltd. identified as Exhibit " $E$ " and I anticipate receiving correspondence from BDC with respect to that offer as soon as BDC completes their own appraisal of the Wroxton storage facility.
14. Given my efforts and the significant damages that will be sustained by the various farmers who engage me to dry their grain, I request that the Court adjourn this matter to a date in mid-February, 2019. I believe that the only reason the offer of July, 2018 or the current offer of November, 2018 hasn't been acted upon by BDC is due to the fact that they have not yet been able to obtain their own independent appraisal.


## COURT FILE NUMBER：

COURT OF QUEEN＇S BENCH FOR SASKATCHEWAN

## JUDICIAL CENTRE：SASKATOON

PLAINTIFF：：BUSINESS DEVELOPMENT BANK OF CANADA

DEFENDANTS BECKERLAND FAPMS INC．and TYLAND MANAGEMENT GROUP INC．

## CONSENT TO JUDGMENT

The Defendants，Beckerland Farms Inc．and Tyland Management Group Inc．，do hereby consent to an Order of final Judgment being entered against it in favour of the Plaintiff，Business Development Bank of Canada，in the sum of $\$ 4.913 .911 .19$ plus interest from June 14， 2016 at the rate of $\$ 831.18$ per day to the date that final Judgment is granted against it．

DATED at the City of Saskatoon，in the Province of Saskatchewan，this day of －titre， 2016.


CH BETHE ASOLITOR


Solicitors for the Defendants，Beckerland Farms Inc．，Tyland Management Group Inc．，and Tyson Becker
This Consent to Judgment was delivered by：
McDougall Gauley LLP
500－616 Main Street
Saskatoon SK S7HOJ6
Fax：（306）552－1323
and the address for service is same as above
LAWYER IN CHARGE OF FILE：lan A．Sutherland
TELEPHONE
（306）653－1212

CANADA

## STATUTORY DECLARATION

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

FINANCIAL STATEMENT

TYSON BECKER

|  | Asset | Value |
| :--- | :--- | ---: |
| 1 | One-half section |  |
| $\mathbf{2}$ | House | $\$ 400,000.00$ |
| $\mathbf{3}$ | Lot adjacent to house | $\$ 600,00.00$ |
| $\mathbf{4}$ | Equipment - Vehicle -1 ton <br> Dodge | $\$ 50,000.00$ |
| $\mathbf{5}$ | Equipment - Tyson Steven Becker <br> L-Lawn mower <br> -Golf cart <br> -Snow machine | $\$ 40,000.00$ |

CREDITORS - TYSON STEVEN BECKER

| 1 | BDC |  |
| :--- | :--- | ---: |
| 2 | Flaman | $\$ 500,000.00$ |
| 3 | C.C.G.A. | $\mathbf{5 0 0 , 0 0 0 . 0 0}$ |
| 4 | Royal Bank - farm mortgage | $\mathbf{1 0 0 , 0 0 0 . 0 0}$ |
| 5 | Royal Bank - house mortgage | $\mathbf{1 0 0 , 0 0 0 . 0 0}$ |
| 6 | ScotiaBank - truck | $530,000.00$ |
| 7 | ScotiaBank - Line of Credit - <br> Guarantee | $51,000.00$ |
| $\mathbf{8}$ | CRA | $50,000.00$ |
| 9 | Credit Cards | $\mathbf{1 3 , 0 0 0 . 0 0}$ |
| 10 | Colleen Becker | $\mathbf{2 9 , 5 0 0 . 0 0}$ |



## EOUIPMENT LIST



## OFFER TO PURCHASE

## TO: BECKERLAND FARMS INC. <br> (hereinafter called the "VENDOR")



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

1. THAT any mineral rights that are currently included on the title to the said lands ARE/ARE NOT included in the said purchase and ARE/ARE NOT part of the definition of said lands when used herein.
2. THAT the purchase price shall be ONE MILLION SIX HUNDRED SIXTY-FOUR THOUSAND and 00/100 (\$1,664,000.00) DOLLARS, in lawful money of Canada.
3. THAT the said purchase price shall be paid as follows:
(a) The sum of $\$ \mathbf{3 5 0}, 000.00$, as a deposit, on or before August $10^{\text {th }}, 2018$ to be credited to the purchase price, upon the acceptance of this Offer by the Vendor.
(b) The balance of $\$ 1,314,000.00$, on or before November $10^{\text {th }}, 2018$ the date of possession set forth herein.
4. THAT the sums payable pursuant to paragraph 3 above shall be paid to the Vendor's/Purchaser's solicitors, and shall be held in trust by the said solicitors on
the Vendor's behalf until such time as possession of the said lands has been granted to the Purchaser and title to the said lands has been transferred into the name of the Purchaser, free and clear of all encumbrances.
5. THAT subject to the fulfilment of the conditions, if any, set out in paragraph 7 below, if the Purchaser fails to complete the sale then the Vendor may, at his option, cancel this agreement and retain the said deposit as liquidated damages, and not as a penalty (and pursue any other remedies that the Vendor may have at law).
6. THAT vacant possession of the said lands and equipment is to be given to the Purchaser on or before the $10^{\text {th }}$ day of November, 2018, subject to the following tenancy (grain storage tenants). All personal property that is presently stored on the said lands and is not being sold to the Purchaser shall be removed by the Vendor on or before the $10^{\text {th }}$ day of November, 2018.
7. THAT this Offer is subject to the following conditions:
(a) Tyson Steven Becker pays the sum of $\$ 100,000.00$ on or before November $10^{\text {th }}, 2018$ to Business Development Bank of Canada as settlement in full of all obligations owing by Tyson Steven Becker and Tyland Management Group Inc. to Business Development Bank of Canada.

In the event that all of the conditions have not been satisfied, fulfilled, performed or waived in writing by the Purchaser by the date specified, then this agreement shall, at the Purchaser's option, be null and void and the entire deposit, without interest or deduction, shall be returned to the Purchaser.
8. THAT the Purchaser agrees to pay interest to the Vendor at the rate of NIL\% per annum on any portion of the purchase price not received by the Vendor or the Vendor's solicitors on or before the possession date. Interest shall be calculated from the later of the possession date or the date of receipt by the Purchaser's solicitor of a registerable Transfer Authorization until the date that the entire purchase price is paid.
9. THAT the Vendor shall pay all costs of discharging any existing mortgage or other encumbrances against the said lands not being assumed by the Purchaser.
10. THAT the Vendor shall pay all of the property taxes and assessments levied against the said lands up to and including the $30^{\text {th }}$ day of December, 2017, and the Purchaser will pay all of the property taxes and assessments levied against the said lands thereafter.
11. THAT adjustments regarding rents, insurance, utilities, and other incoming and outgoing expense or revenue relating directly to the said lands shall be made as at possession date.
12. THAT the Vendor shall maintain fire insurance coverage until the earlier of the possession date or the date that possession is given to the Purchaser and the said lands and buildings and structures situated thereon shall be at the risk of the Vendor until possession is granted. Upon the earlier of the possession date, or the date that possession is granted to the Purchaser, the Purchaser shall place and maintain fire insurance coverage at the Purchaser's expense effective immediately. Insurance coverage shall be in an amount at least equal to that
portion of the purchase price remaining to be paid to the Vendor. In the event of any loss occurring before payment of the entire purchase price to the Vendor, payment of insurance proceeds shall be paid first to the Vendor on account of the unpaid purchase price and second to the Purchaser as the Purchaser's interest may appear.
13. THAT there shall be included in the purchase all buildings and structures presently situated upon the said lands, whether affixed or otherwise, including the following: See attached appraisal.
14. THAT the said purchase price shall be allocated as follows:

Surface Parcel \#141199296
Reference Land Description:
NE Sec 29 Twp 26 Rge 31 W1
Extension 0 as described on Certificate of Title 85Y03106
\$ 140,000.00
Blk/Par A Plan No 102173701
\$ 10,000.00
Equipment set forth in Schedule "B"
\$1,514.000.00
Total
\$1,664,000.00
15. THAT the Vendor and the Purchaser shall share equally all legal fees and disbursements involved in the preparation of the within agreement. Thereafter, each party shall pay their own lawyer. The Purchaser shall pay all Information Services Corporation of Saskatchewan fees to register the said lands into the Purchaser's name.
16. THAT the Vendor hereby represents that all buildings and structures are situated totally within the boundaries of the said lands and do not encroach onto any other
lands adjacent to the said lands and that the buildings, structures and property and their use comply with zoning and building bylaws and the fire and building codes of or adopted by the Municipality in which the said lands are situated.
17. THAT there are no other representations, warranties, guarantees, promises or agreements of any kind other than those contained in this agreement and the Purchaser agrees to purchase the said lands as they stand at the price and on the terms and subject to the conditions in this agreement.
18. THAT the Purchaser confirms that Flaman Sales Ltd. is a Goods and Services Tax registrant and will self-assess with respect to GST on this transaction. The GST Registration Number is: 101817161 RT-0002.
19. THAT TIME shall be of the essence of this agreement.
20. THAT this Offer is irrevocable by the Purchaser and open to acceptance by the Vendor to the $10^{\text {th }}$ day of July, 2018. If this Offer is not accepted by the Vendor by that time this Offer shall be null and void and the said deposit shall forthwith be returned to the Purchaser, without interest or deduction. Business Development Bank of Canada shall have until July $\mathbf{2 0}^{\text {th }}, 2018$ to accept.
21. THAT upon the acceptance of this offer by the Vendor within the time prescribed above, this offer and acceptance shall constitute a contract of purchase and sale and be binding upon the Vendor and the Purchaser and their respective heirs, executors, successors, administrators and assigns.
22. Wherever the singular number and masculine gender, respectively, are used throughout this Agreement, the same shall be construed as meaning and
including the plural or the feminine or neuter gender, respectively, if the context so requires.
23. THAT all parties agree that the reproduction of signatures by way of facsimile or e-mail will be treated as though such reproduction were executed originals and each party undertakes to provide the other with a copy of this Agreement or any other documentation so signed bearing original signatures within a reasonable time after execution of same and that the execution in counterpart by the parties hereto shall be considered execution of the same document by all parties.

IN WITNESS WHEREOF FLAMAN SALES LTD. has caused its corporate seal to be hereunto affixed, attested by the signatures of its proper officers in that behalf this
$\qquad$ day of July, 2018.


## ACCEPTANCE

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

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

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


BECKERLAND FARMS INC.
PER:


## SCHEDULE "A"

Surface Parcel \#141199296<br>Reference Land Description:<br>NE Sec 29 Twp 26 Rge 31 W1<br>Extension 0 as described on Certificate of Title 85 Y 03106

Blk/Par A Plan No 102173701

## SCHEDULE "B"

## APPRAISAL REPORT

## Beckerland Farms Ltd.

# Cortichie BROS. 

Ritchie Bros. Auctioneers (Canada) Ltd. 9500 Glenlyon Parkway Burnaby, BC Canada v5, Oc6

Bus + 1.778.331.5500 / Fax + 1.778.331.5500 rbauction.com

June 29, 2018
Beckerland Farms Ltd. PO Box 1264 Stn Del.Centre
Yorkton, SK S3N $2 X 3$
Attention: Tyson Becker

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

The values described are those which we feel would be achieved at unreserved public auction based on the following assumptions:
(a) the auction would be conducted within 45 days of the date of this letter;
(b) all equipment is marketable, free and clear of any encumbrances.
(c) all stationary or fixed items are valued as "removed". The values expressed are for the components only, and no value has been attributed for installation and assembly, or for any attached land, leases, permits, or infrastructure.

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

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

Our methodology for valuation utilizes a sales comparison approach (also referred to as Market Approach). We compare similar equipment from historical auction sales utilizing the most current examples available. We then factor in the particular information gathered from the field inspection with respect to usage, attachments, options, and condition. Our resources include the following components:
(a) an electronic database of historical auction results.
(b) the many years of personal experience that our representatives have accumulated from a wide variety of industries over the past 50 years that Ritchie Bros. Auctioneers has been conducting unreserved auctions.
(c) our knowledge of world economic conditions and pricing of new equipment models currently being sold at dealerships and elsewhere.

## Company Profile

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

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

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

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

Should you wish to discuss the potential disposal of this equipment, or any part thereof; our sales division would be pleased to provide a custom tailored, personalized auction proposal; which would include one or more of the following options:
(a) a straight commission fee based on the quantity of equipment you wish to sell, or
(b) a guarantee of an assured minimum price that you will receive for your package of equipment, plus participation in proceeds over the guaranteed minimum amount, or
(c) an outright offer to purchase your complete package of equipment.

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

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

Yours very truly,
RITCHIE BROS. AUCTIONEERS


Sales Director, Agriculture - Western Canada

## Encl.

## Beckerland Farms Ltd.

## TOTAL APPRAISAL VALUE

\$2,338,800 CAD

## Beckerland Farms Ltd.

1
20 FT X 24 FT FIELD OFFICE
C/W: kitchen, bathroom, bdrm
Condition: Good
Appraisal Value: $\mathbf{\$ 2 1 , 0 0 0 . 0 0}$


2
TITAN 8100 +/-BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable
Condition: Good
Additional Notes: Bin \#26, no aeration, bin full indicator, man hole, has damage to upright
Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


3
TITAN 8100 +/-BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#27, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


4
TITAN 8100 +/-BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#28, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


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## Beckerland Farms Ltd.

5
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#29, no aeration, bin full indicator, man hole
Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


6
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable
Condition: Good
Additional Notes: Bin \#30, no aeration, bin full indicator, man hole
Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


7
TITAN 8100 +/-BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable
Condition: Good
Additional Notes: Bin \#31, no aeration, bin full indicator, man hole
Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


8
TITAN 8100 +/-BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable
Condition: Good
Additional Notes: Bin \#32, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


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## Beckerland Farms Ltd.

9
TITAN 8100 +/-BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#33, no aeration, bin full indicator, man hole
Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


10
TITAN 8100 +/-BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable
Condition: Good
Additional Notes: Bin \#34, no aeration, bin full indicator, man hole
Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


11
TITAN 8100 +/-BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable
Condition: Good
Additional Notes: Bin \#35, no aeration, bin full indicator, man hole
Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


12
TITAN 8100 +/-BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#36, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


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## Beckerland Farms Ltd.

13
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#37, no aeration, bin full indicator, man hole Appraisal Value: \$14,500.00


14
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#38, no aeration, bin full indicator, man hole Appraisal Value: $\$ 14,500.00$


15
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#39, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


16
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Fair
Additional Notes: Bin \#53, no aeration, bin full indicator, man hole, sheets rusting
Appraisal Value: $\mathbf{\$ 1 2 , 0 0 0 . 0 0}$


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## Beckerland Farms Ltd.

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Fair
Additional Notes: Bin \#52, no aeration, bin full indicator, man hole, sheets rusting
Appraisal Value: $\mathbf{\$ 1 2 , 0 0 0 . 0 0}$


18
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Fair
Additional Notes: Bin \#51, no aeration, bin full indicator, man hole, sheets rusting
Appraisal Value: $\mathbf{\$ 1 2 , 0 0 0 . 0 0}$


19
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Fair
Additional Notes: Bin \#50, no aeration, bin full indicator, man hole, sheets rusting
Appraisal Value: $\mathbf{\$ 1 2 , 0 0 0 . 0 0}$


20
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Fair
Additional Notes: Bin \#49, no aeration, bin full indicator, man hole, sheets rusting
Appraisal Value: $\mathbf{\$ 1 2 , 0 0 0 . 0 0}$


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## Beckerland Farms Ltd.

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable
Condition: Fair
Additional Notes: Bin \#48, no aeration, bin full indicator, man hole, sheets rusting
Appraisal Value: \$12,000.00


22
TWISTER $7700+/$ - BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Fair
Additional Notes: Bin \#47, no aeration, bin full indicator, man hole, sheets rusting
Appraisal Value: $\mathbf{\$ 1 2 , 0 0 0 . 0 0}$


23
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Good
Additional Notes: Bin \#46, no aeration, bin full indicator, man hole
Appraisal Value: $\mathbf{\$ 1 3 , 0 0 0 . 0 0}$


24
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Good
Additional Notes: Bin \#45, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 3 , 0 0 0 . 0 0}$


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## Beckerland Farms Ltd.

25
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Good
Additional Notes: Bin \#44, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 3 , 0 0 0 . 0 0}$


26
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Good
Additional Notes: Bin \#43, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 3 , 0 0 0 . 0 0}$


TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN CW: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Good
Additional Notes: Bin \#42, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 3 , 0 0 0 . 0 0}$


TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Good
Additional Notes: Bin \#41, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 3 , 0 0 0 . 0 0}$


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## Beckerland Farms Ltd.

29
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, GPI cable
Condition: Good
Additional Notes: Bin \#40, no aeration, bin full indicator, man hole
Appraisal Value: $\mathbf{\$ 1 3 , 0 0 0 . 0 0}$


30
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable
Condition: Good
Additional Notes: Bin \#25, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 1 , 0 0 0 . 0 0}$


31
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#24, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\$ 11,000.00$


32
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
CIW: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#23, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 1 , 0 0 0 . 0 0}$


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## Beckerland Farms Ltd.

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
CIW: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable
Condition: Good
Additional Notes: Bin \#22, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 1 , 0 0 0 . 0 0}$


34
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#21, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\$ 11,000.00$


35
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Fair
Additional Notes: Bin \#20, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 0 , 0 0 0 . 0 0}$


36
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Fair
Additional Notes: Bin \#19, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 0 , 0 0 0 . 0 0}$


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## Beckerland Farms Ltd.

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable
Condition: Fair
Additional Notes: Bin \#18, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 0 , 0 0 0 . 0 0}$


38
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Fair
Additional Notes: Bin \#17, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 0 , 0 0 0 . 0 0}$


39
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
CIW: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Fair
Additional Notes: Bin \#16, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 0 , 0 0 0 . 0 0}$


40
FLAMAN FC 16-7-1-1 7 HP AERATION FAN
S/N: 200917493
Condition: Fair
Additional Notes: sgl ph, remove from 5400 bu
Appraisal Value: $\mathbf{\$ 1 , 1 0 0 . 0 0}$


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## Beckerland Farms Ltd.

FLAMAN FC 16-7-1-1 7 HP AERATION FAN
S/N: 200917485
Condition: Fair
Additional Notes: sgl ph, remove from 5400 bu
Appraisal Value: $\mathbf{\$ 1 , 1 0 0 . 0 0}$

42
FLAMAN FC 16-7-1-1 7 HP AERATION FAN
S/N: 200917302
Condition: Fair
Additional Notes: sgl ph, remove from 5400 bu
Appraisal Value: $\mathbf{\$ 1 , 1 0 0 . 0 0}$


43
FLAMAN FC 16-7-1-1 7 HP AERATION FAN
S/N: 2009017495
Condition: Fair
Additional Notes: sgl ph, remove from 5400 bu
Appraisal Value: $\mathbf{\$ 1 , 1 0 0 . 0 0}$


44
FLAMAN FC 15-5-1-1 5 HP AERATION FAN
S/N: 200715343
Condition: Fair
Additional Notes: sgl ph
Appraisal Value: $\$ 900.00$


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## Beckerland Farms Ltd.

45
FLAMAN 405015 HP AERATION FAN
S/N: FC7277
Condition: Fair
Additional Notes: sgl ph
Appraisal Value: $\$ 900.00$


46
FLAMAN 405015 HP AERATION FAN
S/N: FC7286
Condition: Fair
Additional Notes: sgl ph
Appraisal Value: $\$ 900.00$


47
FLAMAN 405015 HP AERATION FAN
S/N: FC7281
Condition: Fair
Additional Notes: sgl ph
Appraisal Value: $\mathbf{\$ 9 0 0 . 0 0}$


48
FLAMAN 405315 HP AERATION FAN
S/N: FC5358
Condition: Fair
Additional Notes: sgl ph
Appraisal Value: $\mathbf{\$ 9 0 0 . 0 0}$


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## Beckerland Farms Ltd.

49
FLAMAN 405315 HP AERATION FAN
S/N: FC5343
Condition: Fair
Additional Notes: sgl ph
Appraisal Value: $\$ 900.00$

50
SK/RM OF CALDER PNE 29-26-31 W1 140 +/- ACRES ON TITLEBIN YARD \& FARMLAND
C/W: $20+/-$ acre yard site, $60 \times 160$ shop, $60 \times 100 \mathrm{ft}$ shop, office space, propane heat, floor drains, $60 \times 60 \mathrm{ft}$ cold storage, ( 2 ) 30 ft bi-fold doors, $14 \times 14 \mathrm{ft}$ roll up door, man doors, $80 \times 200 \mathrm{ft}$ pole shed, $14 \times 14 \mathrm{ft}$ roll up door, 30 ft bi-fold door (not attached to building), (6) Westeel 67,000 +/-bu grain bins, on cement, aeration, u trough, power sweep, ladder, roof vents, OPI cable, (2) Flaman 10 hp aeration fans, (4) Brock 10 hp aeration fans, $12 \times 16$ ft electrical shed, 110 ft scale (Cert until 2019), Union Iron Grade Probe, $6 \times 10 \mathrm{ft}$ scale shack, $4 \times 4 \mathrm{ft}$ out house, $8 \times 14 \mathrm{ft}$ power shack, $8 \times 14 \mathrm{ft}$ dryer
 shack, $8 \times 20 \mathrm{ft}$ container, (2) 640 v elec services, (4) Superior propane tanks Condition: Very Good
Additional Notes: aeration fans sgl ph, sell all hopper bins separate, fert bins not included
Appraisal Value: $\mathbf{\$ 1 , 0 0 0 , 0 0 0 . 0 0}$

SKIRM OF CALDER PSE 25-30-04 W2 20 +/- ACRES ON TITLEHWY 5 WEST OF BIN YARD
C/W: $16 \times 32 \mathrm{ft}$ main office, $16 \times 24$ electrical shack, Superior 110 ft scale (Cert until 2019), unused Neco D24210 grain dryer, HSI grain leg for overhead bu loading (not complete), (8) Twister 117,000 +/- bu grain bins, on cement, floor aeration, power sweep, roof vents, OPI cables, (16) Caldwell 10 hp aeration fans, 3 ph, 2 drags, 8 bin unloads, 2 transition augers, over head temp unload augers
Additional Notes: no natural gas, all bin unloads do not function correct, can only load bins with swing augers, fully automated when in working condition, was built initially for yard and gathering facility, ran out of finance before completion
Appraisal Value: $\mathbf{\$ 8 2 5 , 0 0 0 . 0 0}$


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## More ways than ever to sell and list

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

As a multichannel，solution－based company， we offer you unprecedented choice to meet

## DEIVERING CHOCE

 RITCHIE BROS．Auctioneers
More Ways We Deliver $\$ 4.5$ Billion in gross transactional value

## 417

unreserved onsite auctions with online bidding

78
weekly online auctions

# 4.4M+ 

 average monthly website visitors170K+
buyers
On the applleation of Jordan Richards, lawyer on behaff of the Applicant, Business Development Bank of Canada, on hearing and on reading the Notice of Application and Alidavit of Lawrerice Lee, and. Brief of Law, all filed:

The Court orders:

1. The Eiatement of Defence of Beckerland Farms Inc, Tyson Steven Becker and Tyland Managament Group Inc. be atruck in its entrety
2. Business Davelopment Bank of Canada is granted an award of sollctior and client costa of this Application.

ISSUED at Yoriton, Saskatchewan, this $17^{\text {th }}$ day of Sep\%ember 2018.

## Y．D．ROHATYNSKY

## a／Locel Roditur

THis Orter to comamed to by BECKERLAND FAREMS ING．，TYSON ITEVEN BECKER and TYLAND YMMGEMENT GROUP ING，by me selthers，Rumank Burdo


 solcitios，MoDougal Gectioy Lur，thin In＇day of Eoptenter， 2018.




## RUSNAK BALACKO KACHUR RUSNAK

## Barristers \& Solicitors

WAYNE M. RUSNAK, Q.C
RONALD J. BALACKO, Q.C.
RANDY P. KACHUR, Q.C.
DAVID K. RUSNAK, Q.C.
STANLEY G. KYBA, B.A., LL.B. (1934-2015)

RHIANNON F.L REES, JD., Collaborative Lawyer ASHLEY K. DODD, JD.
EMMETT T. RUFF, (Sudent-at-Law)

7 BROADWAY STREET EAST P.O. BOX 1148 YORKTON, SK S3N 2X3 TELEPHONE: (306) 783-8523 FACSIMILE: (300) 783-8668 E-MALL: wayne@rbkrlaw.com

November $1^{\text {st }}, 2018$

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

ATTN: LOCAL REGISTRAR

TMS IS ExMmit "D" Referred



Dear Madam:

## RE: BECKERLAND FARMS INC.

and NOTICE OF POSSESSION OF IMPLEMENT, IN ANY OTHER CASE
As solicitors on behalf of Beckerland Farms Inc., enclosed for service is Part II Application for Hearing After Notice of Possession signed by Tyson Becker, President of Beckerland Farms Inc. on the $31^{\text {st }}$ day of October, 2018.

Yours truly,
RUSNAK-BALACKO KACHUR RUSNAK
Per:
WMR/gs


Encls.
Via Facsimile - (306) 786-1521

## FORME

## PARTI

## NOTICE OF POSSESSION ORIMPLEMIENT, IN ANY OTHER CASE

## (SECTION 57)

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

## TAKE NOTICE:

1. That a notice of intention to take possession of the implements hereinafter mentioned was received by you by service of a true copy on your solicitor, Rusnak Balacko Kachur Rusnak, on June 29;2018.
2. That a period of $\mathbf{4 0}$ days has elapsed since the day on which the notice of intention mentioned in paragraph 1 was served on you.
3. That as no notice of an application by you for a hearing by the Court has been served on me during that period of 40 days, I hereby take possession of the following implements and I will remove same forthwith:

## All implements

4. That if you object to my taking possession of the implements and apply for a hearing by the Court within a period of 30 days after the date on which a notice of possession is served on or received by you, The Saskatchewan Farm Security Act prohibits me from disposing of the implements until authorized to do so by the Court.
5. That in order to take advantage of the protection of The Saskatchewan Farm Security Act, you must make an application for a hearing by the Court within 30 days after the date on which this notice is served on you in the case of personal service thereof, or on which the Notice is received by you if it is served by registered mail, by serving. Part II of this Notice, completed and executed by you, on the Local Registrar at the judicial centre that is nearest the place where you reside of, if you do not reside in the province, at the judicial centre that is nearest to the place where the secured party resides or carries on business.
6. That unless you apply for a hearing I may, after the expiration of a period of 40 days after the date on which this notice is served on you or received by you, dispose of the implements.
7. That particulars of your indebtedness to me are as follows:
(a) date of execution of security agreement by farmer - August 15, 2014
(b) total amounts owing under the security agreement as at: September 11, 2018

| Principal | $\$ 4,740,000.00$ |
| :--- | ---: |
| Interest | $\$ 556,961.47$ |
| Costs and other charges | $\mathbf{n} / \mathbf{a}$ |

Total indebtedness under the security agreement $\quad \$ 5,296,961.47$
(c) arrears owing under the security agreement as at: September 11, 2018

Principal and Interest $\quad \$ 5,296,961.47$
Costs and other charges nna

Total arrears $\quad . \quad \$ 5,296,961.47$
(d) the interest rate: BDC's floating base rate plus $1.50 \%$ per annum, which as of September 11, 2018, accrues at a rate of $\$ 1,062.41$ per day.
8. That my address for service of a notice of hearing is:

Business Development Bank of Canada
c/o McDougall Gauley LLP
500-616 Main Street
Saskatoon, Saskatchewan
S7H OJ6
Attention: Ian Sutherland
DATED at Saskatoon, in the Province of Saskatchewan, this $11^{r}$ day of October, 2018.


Ian Sutherland, Solicitor for Business Development Bank of Canada

PART II

APPLICATION FOR HEARING AFTER NOTICE OF POSSESSION
(Section 58)

To the Local Registrar of the Court of Queen's Bench at the Judicial Centre of OR/COU .

You are hereby requested to fix a time and place for a hearing by the Court with respect to the notice of possession set out above. At the time the security agreement was executed by me I



## TO: BECKERLAND FARMS INC. <br> (hereinafter called the "VENDOR")

Thas is exumit "E" referried



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

1. THAT there are no mineral rights owned by the Vendor and ARE NOT part of the definition of said lands when used herein.
2. THAT the purchase price shall be ONE MILLION ONE HUNDRED FIFTY THOUSAND and $00 / 100(\$ 1,150,000.00)$ DOLLARS, in lawful money of Canada.
3. THAT the said purchase price shall be paid as follows:
(a) The sum of $\mathbf{\$ 1 0 0} \mathbf{0 0 0} \mathbf{0 0}$, as a deposit, on or before December $10^{\text {th }}$, 2018 to be credited to the purchase price, upon the acceptance of this Offer by the Vendor.
(b) The balance of $\$ 1,050,000.00$, on or before December 31st, 2018 the date of possession set forth herein.
4. THAT the sums payable pursuant to paragraph 3 above shall be paid to the Vendor's/Purchaser's solicitors, and shall be held in trust by the said
solicitors on the Vendor's behalf until such time as possession of the said lands has been granted to the Purchaser and title to the said lands has been transferred into the name of the Purchaser, free and clear of all encumbrances.
5. THAT subject to the fulfilment of the conditions, if any, set out in paragraph 7 below, if the Purchaser fails to complete the sale then the Vendor may, at his option, cancel this agreement and retain the said deposit as liquidated damages, and not as a penalty (and pursue any other remedies that the Vendor may have at law).
6. THAT vacant possession of the said lands and equipment is to be given to the Purchaser on or before the $31^{\text {st }}$ day of December, 2018, subject to the following tenancy (grain storage tenants). All personal property that is presently stored on the said lands and is not being sold to the Purchaser shall be removed by the Vendor on or before the 31 ${ }^{\text {st }}$ day of December, 2018.
7. THAT this Offer is subject to the following conditions:
(a) Tyson Steven Becker pays the sum of $\$ 50,000.00$ on or before December 31st, 2018 to Business Development Bank of Canada as settlement in full of all obligations owing by Tyson Steven Becker and Tyland Management Group Inc. to Business Development Bank of Canada.

In the event that all of the conditions have not been satisfied, fulfilled, performed or waived in writing by the Purchaser by the date specified, then
this agreement shall, at the Purchaser's option, be null and void and the entire deposit, without interest or deduction, shall be returned to the Purchaser.
8. THAT the Purchaser agrees to pay interest to the Vendor at the rate of NIL\% per annum on any portion of the purchase price not received by the Vendor or the Vendor's solicitors on or before the possession date. Interest shall be calculated from the later of the possession date or the date of receipt by the Purchaser's solicitor of a registerable Transfer Authorization until the date that the entire purchase price is paid.
9. THAT the Vendor shall pay all costs of discharging any existing mortgage or other encumbrances against the said lands not being assumed by the Purchaser.
10. THAT the Vendor shall pay all of the property taxes and assessments levied against the said lands up to and including the $31^{\text {st }}$ day of December, 2018, and the Purchaser will pay all of the property taxes and assessments levied against the said lands thereafter.
11. THAT adjustments regarding rents, insurance, utilities, and other incoming and outgoing expense or revenue relating directly to the said lands shall be made as at possession date.
12. THAT the Vendor shall maintain fire insurance coverage until the earlier of the possession date or the date that possession is given to the Purchaser and the said lands and buildings and structures situated thereon shall be at the
risk of the Vendor until possession is granted. Upon the earlier of the possession date, or the date that possession is granted to the Purchaser, the Purchaser shall place and maintain fire insurance coverage at the Purchaser's expense effective immediately. Insurance coverage shall be in an amount at least equal to that portion of the purchase price remaining to be paid to the Vendor. In the event of any loss occurring before payment of the entire purchase price to the Vendor, payment of insurance proceeds shall be paid first to the Vendor on account of the unpaid purchase price and second to the Purchaser as the Purchaser's interest may appear.
13. THAT there shall be included in the purchase all buildings and structures presently situated upon the said lands, whether affixed or otherwise, including the following: See attached appraisal.
14. THAT the said purchase price shall be allocated as follows:

Surface Parcel \#141199296
Reference Land Description:
NE Sec 29 Twp 26 Rge 31 W1
Extension 0 as described on Certificate of Title 85Y03106 \$ 140,000.00

Equipment set forth in Schedule "B" \$ 860,000.00
Equipment set forth in Schedule "C" \$ 150,000.00
Total \$1,150,000.00
15. THAT the Vendor and the Purchaser shall share equally all legal fees and disbursements involved in the preparation of the within agreement. Thereafter, each party shall pay their own lawyer. The Purchaser shall pay all

Information Services Corporation of Saskatchewan fees to register the said lands into the Purchaser's name.
16. THAT the Vendor hereby represents that all buildings and structures are situated totally within the boundaries of the said lands and do not encroach onto any other lands adjacent to the said lands and that the buildings, structures and property and their use comply with zoning and building bylaws and the fire and building codes of or adopted by the Municipality in which the said lands are situated.
17. THAT there are no other representations, warranties, guarantees, promises or agreements of any kind other than those contained in this agreement and the Purchaser agrees to purchase the said lands as they stand at the price and on the terms and subject to the conditions in this agreement.
18. THAT the Purchaser confirms that Flaman Sales Ltd. is a Goods and Services Tax registrant and will self-assess with respect to GST on this transaction. The GST Registration Number is: 101817161 RT-0002.
19. THAT TIME shall be of the essence of this agreement.
20. THAT this Offer is irrevocable by the Purchaser and open to acceptance by the Vendor to the 10th day of December, 2018. If this Offer is not accepted by the Vendor by that time this Offer shall be null and void and the said deposit shall forthwith be returned to the Purchaser, without interest or deduction. Business Development Bank of Canada shall have until December 15 ${ }^{\text {th }}, 2018$ to accept.
21. THAT upon the acceptance of this offer by the Vendor within the time prescribed above, this offer and acceptance shall constitute a contract of purchase and sale and be binding upon the Vendor and the Purchaser and their respective heirs, executors, successors, administrators and assigns.
22. Wherever the singular number and masculine gender, respectively, are used throughout this Agreement, the same shall be construed as meaning and including the plural or the feminine or neuter gender, respectively, if the context so requires.
23. THAT all parties agree that the reproduction of signatures by way of facsimile or e-mail will be treated as though such reproduction were executed originals and each party undertakes to provide the other with a copy of this Agreement or any other documentation so signed bearing original signatures within a reasonable time after execution of same and that the execution in counterpart by the parties hereto shall be considered execution of the same document by all parties.

IN WITNESS WHEREOF FLAMAN SALES LTD. has caused its corporate seal to be hereunto affixed, attested by the signatures of its proper officers in that behalf this $27^{74}$ day of NOV EmQCl2018. FLAMAN SALES LTD.


## ACCEPTANCE

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

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

IN WITNESS WHEREOF BECKERLAND FARMS INC. has caused its corporate seal to be hereunto affixed, attested by the signatures of its proper officers in that behalf this $\underline{21}$ day of $\qquad$ 2018.

## BECKERLAND FARMS INC.

 PER:

## SCHEDULE "A"

Surface Parcel \#141199296<br>Reference Land Description: NE Sec 29 Twp 26 Rge 31 W1<br>Extension 0 as described on Certificate of Title 85 Y 03106

# APPRAISAL REPORT 

## Beckerland Farms Ltd.

June 29, 2018
Bus + 1.778.331.5500 / Fax +1.778.331.5500
rbauction.com
Beckerland Farms Ltd.
PO Box 1264 Stn Del.Centre
Yorkton, SK S3N 2 X3
Attention: Tyson Becker

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

The values described are those which we feel would be achieved at unreserved public auction based on the following assumptions:
(a) the auction would be conducted within 45 days of the date of this letter;
(b) all equipment is marketable, free and clear of any encumbrances.
(c) all stationary or fixed items are valued as "removed". The values expressed are for the components only, and no value has been attributed for installation and assembly, or for any attached land, leases, permits, or infrastructure.

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

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

Our methodology for valuation utilizes a sales comparison approach (also referred to as Market Approach). We compare similar equipment from historical auction sales utilizing the most current examples available. We then factor in the particular information gathered from the field inspection with respect to usage, attachments, options, and condition. Our resources include the following components:
(a) an electronic database of historical auction results.
(b) the many years of personal experience that our representatives have accumulated from a wide variety of industries over the past 50 years that Ritchie Bros. Auctioneers has been conducting unreserved auctions.
(c) our knowledge of world economic conditions and pricing of new equipment models currently being sold at dealerships and elsewhere.

## Company Profile

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

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

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

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

Should you wish to discuss the potential disposal of this equipment, or any part thereof; our sales division would be pleased to provide a custom tailored, personalized auction proposal; which would include one or more of the following options:
(a) a straight commission fee based on the quantity of equipment you wish to sell, or
(b) a guarantee of an assured minimum price that you will receive for your package of equipment, plus participation in proceeds over the guaranteed minimum amount, or
(c) an outright offer to purchase your complete package of equipment.

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

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

Yours very truly,
RITCHIE BROS. AUCTIONEERS


Sales Director, Agriculture - Western Canada

Encl.

## Beckerland Farms Ltd.

## TOTAL APPRAISAL VALUE

\$2,338,800 CAD

Beckerland Farms Ltd.

20 FT X 24 FT FIELD OFFICE
CNW: kitchen, bathroom, bdrm Condition: Good
Appraisal Value: $\mathbf{\$ 2 1 , 0 0 0 . 0 0}$


TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#26, no aeration, bin full indicator, man hole, has
damage to upright
Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


3
TITAN $8100+/$ - BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#27, no aeration, bin full indicator, man hole
Appraisal Value: $\$ 14,500.00$


4
TITAN $8100+/-$ BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable
Condition: Good
Additional Notes: Bin \#28, no aeration, bin full indicator, man hole Appraisal Value: $\$ 14,500.00$


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TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN CNW: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#29, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


6
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN
CNW: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#30, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


7
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#31, no aeration, bin full indicator, man hole Appraisal Value: \$14,500.00


8
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable
Condition: Good
Additional Notes: Bin \#32, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


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## Beckerland Farms Ltd.

9
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN CNW: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#33, no aeration, bin full indicator, man hole
Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


10
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#34, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


11
TITAN 8100 +/-BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#35, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


12
TITAN 8100 +/-BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable
Condition: Good
Additional Notes: Bin \#36, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


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## Beckerland Farms Ltd.

13
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#37, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


14
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#38, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


15
TITAN 8100 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#39, no aeration, bin full indicator, man hole
Appraisal Value: $\mathbf{\$ 1 4 , 5 0 0 . 0 0}$


TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, GPI cable
Condition: Fair
Additional Notes: Bin \#53, no aeration, bin full indicator, man hole, sheets
rusting
Appraisal Value: \$12,000.00


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## Beckerland Farms Ltd.

17
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Fair
Additional Notes: Bin \#52, no aeration, bin full indicator, man hole, sheets rusting
Appraisal Value: $\mathbf{\$ 1 2 , 0 0 0 . 0 0}$


18
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Fair
Additional Notes: Bin \#51, no aeration, bin full indicator, man hole, sheets rusting
Appraisal Value: $\mathbf{\$ 1 2 , 0 0 0 . 0 0}$


19
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Fair
Additional Notes: Bin \#50, no aeration, bin full indicator, man hole, sheets rusting
Appraisal Value: $\mathbf{\$ 1 2 , 0 0 0 . 0 0}$


TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, GPI cable
Condition: Fair
Additional Notes: Bin \#49, no aeration, bin full indicator, man hole, sheets rusting
Appraisal Value: $\mathbf{\$ 1 2 , 0 0 0 . 0 0}$


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## Beckerland Farms Ltd.

21
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Fair
Additional Notes: Bin \#48, no aeration, bin full indicator, man hole, sheets rusting
Appraisal Value: $\mathbf{\$ 1 2 , 0 0 0 . 0 0}$


22
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, GPI cable
Condition: Fair
Additional Notes: Bin \#47, no aeration, bin full indicator, man hole, sheets
rusting
Appraisal Value: $\mathbf{\$ 1 2 , 0 0 0 . 0 0}$


23
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, GPI cable
Condition: Good
Additional Notes: Bin \#46, no aeration, bin full indicator, man hole
Appraisal Value: $\$ 13,000.00$


24
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Good
Additional Notes: Bin \#45, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 3 , 0 0 0 . 0 0}$


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Beckerland Farms Ltd.

25
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Good
Additional Notes: Bin \#44, no aeration, bin full indicator, man hole Appraisal Value: $\mathbf{\$ 1 3 , 0 0 0 . 0 0}$

26
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Good
Additional Notes: Bin \#43, no aeration, bin full indicator, man hole
Appraisal Value: $\$ 13,000.00$

27
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, GPI cable
Condition: Good
Additional Notes: Bin \#42, no aeration, bin full indicator, man hole
Appraisal Value: $\mathbf{\$ 1 3 , 0 0 0 . 0 0}$


28
TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN
C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Good
Additional Notes: Bin \#41, no aeration, bin full indicator, man hole
Appraisal Value: $\mathbf{\$ 1 3 , 0 0 0 . 0 0}$


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## Beckerland Farms Ltd.

TWISTER 7700 +/- BUSHEL 21 FT 6 RING HOPPER BIN C/W: on trip skids, ladder, lid opener, roof vents, GPI cable Condition: Good
Additional Notes: Bin \#40, no aeration, bin full indicator, man hole Appraisal Value: $\$ 13,000.00$


30
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#25, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 1 , 0 0 0 . 0 0}$


31
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#24, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 1 , 0 0 0 . 0 0}$


32
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#23, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 1 , 0 0 0 . 0 0}$


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## Beckerland Farms Ltd.

TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#22, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 1 , 0 0 0 . 0 0}$


34
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Good
Additional Notes: Bin \#21, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 1 , 0 0 0 . 0 0}$


35
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Fair
Additional Notes: Bin \#20, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 0 , 0 0 0 . 0 0}$


TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable
Condition: Fair
Additional Notes: Bin \#19, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 0 , 0 0 0 . 0 0}$


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## Beckerland Farms Ltd.

37
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable
Condition: Fair
Additional Notes: Bin \#18, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 0 , 0 0 0 . 0 0}$


38
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Fair
Additional Notes: Bin \#17, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 0 , 0 0 0 . 0 0}$


39
TWISTER 5400 +/- BUSHEL 19 FT 6 RING HOPPER BIN
C/W: on dbl skids, aeration, ladder, lid opener, roof vents, OPI cable Condition: Fair
Additional Notes: Bin \#16, bin full indicator, man hole, fans need to be removed
Appraisal Value: $\mathbf{\$ 1 0 , 0 0 0 . 0 0}$


40
FLAMAN FC 16-7-1-1 7 HP AERATION FAN
S/N: 200917493
Condition: Fair
Additional Notes: sgl ph, remove from 5400 bu
Appraisal Value: $\$ \mathbf{1 , 1 0 0 . 0 0}$


The attached letter provides an integral part of this appraisal.
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## Beckerland Farms Ltd.

41
FLAMAN FC 16-7-1-1 7 HP AERATION FAN S/N: 200917485
Condition: Fair
Additional Notes: sgl ph, remove from 5400 bu Appraisal Value: $\mathbf{\$ 1 , 1 0 0 . 0 0}$

42
FLAMAN FC 16-7-1-1 7 HP AERATION FAN
S/N: 200917302
Condition: Fair
Additional Notes: sgl ph, remove from 5400 bu
Appraisal Value: $\mathbf{\$ 1 , 1 0 0 . 0 0}$


43
FLAMAN FC 16-7-1-1 7 HP AERATION FAN
S/N: 2009017495
Condition: Fair
Additional Notes: sgl ph, remove from 5400 bu
Appraisal Value: $\mathbf{\$ 1 , 1 0 0 . 0 0}$


44
FLAMAN FC 15-5-1-1 5 HP AERATION FAN
S/N: 200715343
Condition: Fair
Additional Notes: sgl ph
Appraisal Value: $\$ 900.00$


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## Beckerland Farms Ltd.

45
FLAMAN 405015 HP AERATION FAN
S/N: FC7277
Condition: Fair
Additional Notes: sgl ph
Appraisal Value: $\mathbf{\$ 9 0 0 . 0 0}$


46
FLAMAN 405015 HP AERATION FAN
S/N: FC7286
Condition: Fair
Additional Notes: sgl ph
Appraisal Value: $\$ 900.00$


47
FLAMAN 405015 HP AERATION FAN
S/N: FC7281
Condition: Fair
Additional Notes: sgl ph
Appraisal Value: $\$ 900.00$


FLAMAN 405315 HP AERATION FAN
S/N: FC5358
Condition: Fair
Additional Notes: sgl ph
Appraisal Value: $\$ 900.00$


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## Beckerland Farms Ltd.

49
FLAMAN 405315 HP AERATION FAN
S/N: FC5343
Condition: Fair
Additional Notes: sgl ph
Appraisal Value: $\mathbf{\$ 9 0 0 . 0 0}$

SK/RM OF CALDER PNE 29-26-31 W1 140 +/- ACRES ON TITLEBIN YARD \& FARMLAND
C/W: $20+/$ - acre yard site, $60 \times 160$ shop, $60 \times 100 \mathrm{ft}$ shop, office space, propane heat, floor drains, $60 \times 60 \mathrm{ft}$ cold storage, (2) 30 ft bi-fold doors, $14 \times 14 \mathrm{ft}$ roll up door, man doors, $80 \times 200 \mathrm{ft}$ pole shed, $14 \times 14 \mathrm{ft}$ roll up door, 30 ft bi-fold door (not attached to building), (6) Westeel 67,000 +/- bu grain bins, on cement, aeration, $u$ trough, power sweep, ladder, roof vents, OPI cable, (2) Flaman 10 hp aeration fans, (4) Brock 10 hp aeration fans, $12 \times 16$ ft electrical shed, 110 ft scale (Cert until 2019), Union Iron Grade Probe, $6 \times 10 \mathrm{ft}$ scale shack, $4 \times 4 \mathrm{ft}$ out house, $8 \times 14 \mathrm{ft}$ power shack, $8 \times 14 \mathrm{ft}$ dryer
 shack, $8 \times 20 \mathrm{ft}$ container, (2) 640 v elec services, (4) Superior propane tanks
 Condition: Very Good
Additional Notes: aeration fans sgl ph , sell all hopper bins separate, fert bins not included
Appraisal Value: \$1,000,000.00

The attached letter provides an integral part of this appraisal.
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More ways than ever to sell and list equipment when, where and how you want.

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

As a multichannel, solution-based company, we offer you unprecedented choice to meet

## DELIVERING CHOCE

# More Ways We Deliver 

 \$4.5 Billion in gross transactional value
## 417

unreserved onsite auctions
with online bidding

## 40+

auction locations in 12 countries

$$
3.3 \mathrm{M}
$$

registered website users

78
weekly online auctions

# 4.4M+ 

 average monthly website visitors170K+
buyers

## SCHEDULE "C"

## EQUIPMENT LIST

| Year | Description | Serial No. | Value | Owe |
| :---: | :---: | :---: | :---: | :---: |
| 1993 | Arnes 27' Tandem End Dump | 2A9072726PA003700 | 15,000.00 |  |
| 1986 | Bourgault HP 1154 60' Harrow Pak |  | 4,000.00 |  |
|  | Bruns 205 Wagon | 113221 | 1,000.00 |  |
|  | Cattle Handler System |  | 5,500.00 |  |
|  | Chev 60 Grain Truck |  | 3,700.00 |  |
| 2009 | Dodge Ram 2500 Quad Cab | 3D7KS28T89G529143 | 4,000.00 |  |
|  | Farm King 6650 29' Disc | 53987 | 29,000.00 | 43,700.00 |
|  | Grain Handler (part of yard) | 1607HF012 | 35,000.00 | part of yard |
|  | Hay Rack |  | 1,000.00 |  |
| 2008 | JD 0896 Auger Platform |  | 25,000.00 | 12,000.00 (JD lease) |
| 1983 | JD 4650 Tractor | RW4650H003594 | 15,000.00 |  |
| 2008 | JD 4895 Windrower |  | 25,000.00 | 12,000.00 (JD lease) |
|  | JD 568 Round Baler | 345117 | 35,000.00 | 7,500.00 |
| 2000 | JD 7510 MFWD Tractor | RW7510R054066 | 57,000.00 | 57,000.00 (lease) |
| 2003 | Kenworth T-800 | 1XKDD49X43J968294 | 17,000.00 | 30,000.00 (lien) |
| 2010 | Lode King Tri-Axle Trailer | 2LDHG4537AF050038 | 25,000.00 | 15,000.00 (lease) |
| 2001 | Manac 53' Tri-Axle Step Deck Trailer | 2M513161611079227 | 25,000.00 | 12,000.00 (lease) |
| 2015 | Precision 20' Equipment Trailer | 2P9UT6242FP078386 | 4,500.00 | 3,000.00 (lease) |
| 2016 | Precision 30' GN Trailer | 2P9FG9343GP078931 | 10,000.00 | 8,500.00 (lease) |
|  | Trailer with Water Tank \& Mixer |  | 3,500.00 |  |
| 2013 | Volvo VNL64T | 4V4NC9KK6DN563499 | 40,000.00 | 8,000.00 (lease) |
| 2009 | Westfield 13" $\times 111^{\prime}$ Auger | 209369 | 3,500.00 |  |
| 1996 | Westward $300030^{\prime}$ Swather | 107973 | 1,500.00 |  |
| 2014 | Wheatheart $16^{\prime \prime} \times 125^{\prime}$ Auger | WH15246 | 25,000.00 |  |
| 2013 | Wheatheart 13" $\times 94^{\prime}$ Auger | 11822 | 18,000.00 |  |

## RUSNAK BALACKO KACHUR RUSNAK

## Barristers \& Solicitors

WAYNE M. RUSNAK, Q.C. RONALD J. BALACKO, Q.C.
RANDY P. KACHUR, Q.C.
DAVID K. RUSNAK, Q.C.
STANLEY G. KYBA, B.A., LL.B. (1934-2015)

RHIANNON F.L. REES, J.D., Collaborative Lawyer ASHLEY K. DODD, J.D.
EMMETT T. RUFF, (Student-at-Law)

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

November 28 ${ }^{\text {th }}, 2018$

Mr. Ian Sutherland
Via e-mail: isutherland@mcdougallgauley.com
Dear Sir:
RE: BECKERLAND FARMS INC., TYLAND MANAGEMENT GROUP INC and TYSON STEVEN BECKER and BUSINESS DEVELOPMENT BANK OF CANADA

Enclosed please find an executed copy of the Offer to Purchase.
You can have the appraiser deal directly with Mr. Becker. His contact number is 306-621-3100

Yours truly,
RUSNAK, BALACKO, KACHUR \& RUSNAK
Per: B. Sechor
for:
WAYNE M. RUSNAK, Q.C.
WMR/gs
Encls.

This is Exhiblt " F" refernad TOM MHEAPRDATTO


# COURT FILE NUMBER <br> COURT OF QUEEN'S BENCH FOR SASKATCHEWAN <br> IN BANKRUPTCY AND INSOLVENCY <br> <br> JUDICIAL <br> <br> JUDICIAL CENTRE <br> SASKATOON 

## IN THE MATTER OF THE RECEIVERSHIP OF BECKERLAND FARMS INC.

## AFFIDAVIT OF JOHN GABRYSH

I, John Gabrysh, of the Town of Star City, in the Province of Saskatchewan, MAKE OATH AND SAY (or AFFIRM) THAT:

1. I am a bailiff and the owner and operator of JAG Investigations \& Bailiff Services Ltd. ("JAG"), and as part of my duties with the said company, I was directed by the law firm McDougall Gauley LLP ("MG") to execute the seizure of assets on behalf of the Applicant, Business Development Bank of Canada ("BDC"). As such, I have personal knowledge of the matters herein deposed, except where otherwise stated, and where so stated I verily believe the same to be true.

## I. INTRODUCTION

2. In October of 2018, I was retained by MG to seize the equipment and grain of Beckerland Farms Ltd. ("Beckerland") believed to be located at the Canora Lands and Wroxton Lands (as those terms are defined in the Affidavit of Jennifer Koh, sworn June 27, 2019) (the Canora Lands and Wroxton Lands are hereafter sometimes referred to collectively as the "Lands"). MG provided me with lists which evidenced the various equipment and grain bins owned by Beckerland. A copy of the equipment list received from MG is attached hereto as Exhibit "A" (the "Equipment List"), and a copy of the grain bin list received from MG is attached hereto as Exhibit "B" (the "Grain Bin List").
3. I had arranged to travel to the Lands to effect the seizure on November 5, 2018, but was subsequently instructed to stand down pending further notice, as Beckerland had made an Application for Hearing after Notice of Possession.
4. MG subsequently explained that Flaman Sales Ltd. ("Flaman") had offered to purchase certain land and equipment from Beckerland, and that BDC wanted an appraisal done of the land and equipment to determine whether the Offer to Purchase was fair and reasonable. MG asked me to locate an appraiser and facilitate the inspection and appraisal of the Lands and equipment. MG also provided Tyson Becker's contact information ("Becker") received from Mr. Wayne Rusnak, Q.C., counsel for Beckerland, to schedule the appraisal.
5. On December 17, 2018, I called Becker and spoke to him about the appraisal. Attached hereto as Exhibit "C" is my reporting email to MG and BDC. As stated therein, in the course of the call, Becker refused to provide access to the land and equipment to facilitate the appraisal pending the results of the court application, and further indicated that I would not be able to find the equipment in any event as most of it had been sold.
6. On or about December 21, 2018, I was advised by MG that Beckerland's application had been dismissed and that I was instructed to proceed with the seizure of the Assets.

## II. THE SEIZURE

7. On or about January 9, 2019, I visited the Canora Lands and effected a seizure of the assets located on that property. Attached hereto as Exhibit "D" is a Seizure Schedule listing the items successfully seized from the Canora Lands.
8. Also on or about January 9, 2019, I attended at the Wroxton Lands. Attached hereto as Exhibit "E" is a copy of the Seizure Schedule listing the assets successfully seized from the Wroxton Lands. Becker was also present at the Wroxton Lands; however, a number of items appearing in the Grain Bin List and Equipment List were not onsite (the "Missing Assets"). When I questioned Becker about the Missing Assets, he advised that most of them had been sold. Aside from certain grain bins, which Becker claimed he had sold to Flaman in 2018, he was unable or unwilling to provide the details of the various sale transactions. He was also unable and/or unwilling to provide any supporting documents.
9. Some of the Missing Assets included vehicles. I had previously conducted a motor vehicle search of Beckerland on October 30, 2018, and the same is attached hereto as Exhibit "F." Of the five vehicles registered to Beckerland, I was only able to seize the 2009 Dodge Ram, S/N 3D7KS28T89G529143 from Tyson at the Wroxton Land. He had advised me that the 2013 Volvo, S/N 4V4NC9KK6DN563499 ("2013 Volvo") was currently located at a garage in Yorkton, Saskatchewan as there was a large repair bill owing on the unit. With respect to the 2010 Lode King Trailer, S/N 2LDHG4537AF050038 (the "Lode King Trailer"), the 2015 Precision Trailer, S/N 2P9UT6342FP078386 ("2015 Precision Trailer") and the 2016 Precision Trailer, S/N 2P9FG9343GP078931 ("2016 Precision Trailer"), Becker advised me that these vehicles had been sold and refused to provide me with the purchasers' names and any details regarding the sale transactions.
10. I subsequently performed another motor vehicle search and have learned that the Lode King Trailer, the 2015 Precision Trailer and the 2016 Precision Trailer are still registered to Beckerland Farms Inc. Attached hereto as Exhibit "G" are the Search Results from the Motor Vehicle Division as at March 21, 2019 for the Lode King Trailer, the 2015 Precision and the 2016 Precision.
11. I have also learned that the 2013 Volvo is located at Dave's Diesel in Yorkton. The owner of Dave's Diesel, Dave Fyck, advised me (and I verily believe it to be true) that Becker brought this unit in for repairs but failed to pay for the same. Fyck further advised that the amount owing is approximately $\$ 20,000$. To my knowledge the vehicle is still located at Dave's Diesel.

## III. RELIEF SOUGHT

12. Attached hereto as Exhibit "H" is a revised copy of the Equipment List and the Grain Bin List with the Missing Assets highlighted. I have exhausted all of the investigative measures that are available to me in my capacity as a bailiff and cannot locate the same.
13. I therefore swear this affidavit in support of the application before the Court to appoint a receiver. at the City of Star City, in the Province of Saskatchewan, this 27 day of June, 2019.


A Cemmissioner foroaths in and,for the Prgvince of Saskatchewan - being Solicitor 2 Mx Appontment Expires: Sept 30,20


## CONTACT INFORMATION AND ADDRESS FOR SERVICE:

| Name of firm: | McDougall Gauley LLP |
| :--- | :--- |
| Name of lawyer in charge of file: | Ian A. Sutherland |
| Address of legal firm: | $500-616$ Main Street <br> Saskatoon, SK S7H 0J6 |

> Telephone / Fax number:
(306) 665-5417 / (306) 652-1323

Email address:

isutherland@mcdougallgauley.com




*     - belorgs to Canovaj the reat Lo lorigs to Wroxton

| 2009 Wheatheart $8^{\prime \prime} \times 51^{\prime}$ (dryer) | 2752 | $\$ 2,500.00$ |
| :--- | ---: | ---: |
| 2013 Wheatheat $13^{\prime \prime} \times 94^{\prime}$ Auger | 11822 | $\$ 30,000.00$ |
| 2007 Yamaha Grizzly 700 5E | JY4AMO9W67C012841 | $\$ 2,000.00$ |


| Bins - Wroxton | Serial Number | Description |
| :---: | :---: | :---: |
| Westeel Bin W-O | 65-09-3587 | Hopper top, skid |
| Westeel Bin W-1 | 65-09-3436 | Hopper top, skid |
| Westeel Bin W-2 | 65-09-3437 | Hopper top, skid |
| Westeel Bin W-3 | 65-09-3473 | Hopper top, skid |
| Westeel Bin W-4 | 65-09-3582 | Hopper top, skid |
| Westeel Bin W-5 | 65-09-3475 | Hopper top, skid |
| Twister Bin W-6 |  | Hopper top, skid |
| Twister Bin W-7 | 183022 | Hopper top, skid |
| Twister Bin W-8 | 261035 | Hopper top, skid, aeration fan |
| Twister Bin W-9 | 261025 | Hoppèr top, skid, aeration fan |
| Twister Bin W-10 | 280103 | Hopper top, skid, aeration fan |
| Twister Bin W-11 | 184072 | Hopper top, skid |
| Twister Bin W-12 | 184082 | Hopper top, skid |
| Twister Bin W-13 | 182092 | Hopper top, skid |
| Twister Bin W-14 | 280073 | Hopper top, skid |
| Twister B in W-15 | 280083 | Hopper top, skid |
| Twister Bin W-16 | 211043 | Hopper top, skid, aeration fan |
| Twister Bin W-17 | 211053 | Hopper top, skid, aeration fan |
| Twister Bin W-18 | 213063 | Hopper top, skid, aeration fan |
| Twister Bin W-19 | 213053 | Hopper top, skid, aeration fan |
| Twister Bin W-20 | 198023 | Hopper top, skid, aeration fan |
| Twister Bin W-21 | 19-2009-59 | Hopper top, skid, aeration fan |
| Twister Bin W-22 | 19-2009-58 | Hopper top, skid, aeration fan |
| Twister Bin W-23 | 19-2009-51 | Hopper top, skid, aeration fan |
| Twister Bin W-24 | 19-2009-57 | Hopper top, skid, aeration fan |
| Twister Bin W- 25 | 19-2005-224 | Hopper top, skid, aeration fan |
| Titan Bin W- 26 | 22200995 | Hopper top, skid |
| Titan Bin W-27 | 22200999 | Hopper top, skid |
| Titan Bin W-28 | 22200996 | Hopper top, skid |
| Titan Bin W-29 | 22200992 | Hopper top, skid |
| Titan Bin W-30 | 22200993 | Hopper top, skid |
| Titan Bin W-31 | 22200994 | Hopper top, skid |
| Titan Bin W- 32 | 22200990 | Hopper top, skid |
| Titan Bin W-33 | 22200991 | Hopper top, skid |
| Titan Bin W-34 | 22200998 | Hopper top, skid |
| Titan Bin W- 35 | 22200997 | Hopper top, skid |
| Titan Bin W-36 | 22200989 | Hopper top, skid |
| Titan Bin W-37 | 222009100 | Hopper top, skid |


| Titan Bin W-38 |
| :--- |
| Titan Bin W-39 |

Twister Bin W-40
Twister Bin W-41
Twister Bin W-42

| 222009101 |
| :--- |
| 22200988 |
| $21-2012-146$ |
| $21-2012-147$ |
| $21-2012-144$ |

THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF JOHN GABRYSH SWORN BEFORE ME AT Star City SASKATCHEWAN THIS $27^{\circ}$ DAY OF JUNE, 2019.

## A Commissiener-for -athsin and

for the Province of SASKATCHEWAN.
my émennsion expires: septe mbur 30,2019
OR BEING A SOLTCITOR IS

|  | Twister Bin W-43 | 21-2012-145 | Hopper top, skid |
| :---: | :---: | :---: | :---: |
|  | Twister Bin W-44 | 21-2012-143 | Hopper top, skid |
|  | Twister Bin W-45 | 21-2012-142 | Hopper top, skid |
|  | Twister Bin W-46 | 21-2012-75 | Hopper top, skid |
|  | Twister Bin W-47 | 21-2012-74 | Hopper top, skid |
|  | Twister Bin W-48 | 21-2012-71 | Hopper top, skid |
|  | Twister Bin W-49 | 21-2012-73 | Hopper top, skid |
|  | Twister Bin W-S0 | 21-2012-68 | Hopper top, skid |
|  | Twister Bin W-51 | 21-2012-69 | Hopper top, skid |
|  | Twister Bin W-52 | 21-2012-72 | Hopper top, skid |
|  | Twister Bin W-53 | 21-2012-70 | Hopper top, skid |
|  | Meridian Grain Max Bin W-54 | 6220130743311 | Hopper top, skid |
|  | Meridian Grain Max Bin W-55 | 6220120538670 | Hopper top, skid |
|  | Meridian Grain Max Bin W-56 | 6220120638718 | Hopper top, skid |
|  | Meridian Grain Max Bin W-57 | 6220120638707 | Hopper top, skid |
|  | Meridian Grain Max Bin W-58 | 6220120638696 | Hopper top, skid |
|  | Meridian Grain Max Bin W-59 | 6220120638697 | Hopper top, skid |
|  | Meridian Grain Max Bin W-60 | 6220120538675 | Hopper top, skid |
|  | Meridian Grain Max Bin W-61 | 6220120538683 | Hopper top, skid |
|  | Meridian Grain Max Bin W-62 | 6220120638710 | Hopper top, skid |
|  | Meridian Grain Max Bin W-63 | 6220120538668 | Hopper top, skid |
|  | Meridian Grain Max Bin W-64 | 6220120538665 | Hopper top, skid |
|  | Meridian Grain Max Bin W-65 | 6220120638693 | Hopper top, skid |
|  | Westeel Bin W-67 | No serial number | Concrete floor, full floor aeration, u-trough, power sweep |
|  | Westeel Bin W-68 | No serial number | Concrete floor, full floor aeration, u-trough, power sweep |
|  | Westeel Bin W-69 | No serial number | Concrete floor, full floor aeration, u-trough, power sweep |
|  | Westeel Bin W-70 | No serial number | Concrete floor, full floor aeration, u-trough, power sweep |
|  | Westeel Bin W-71 | No serial number | Concrete floor, full floor aeration, u-trough, power sweep |
|  | Westeel Bin W-72 | No serial number | Concrete floor, full floor aeration, u-trough, power sweep |
|  | Meridian Bin W-79 | 6120091023439 | Hopper top, skid |
|  | Meridian Bin W-80 | 6020091131519 | Hopper top, skid |
|  | Meridian $\operatorname{Bin} \mathrm{W}-81$ | 6120091023448 | Hopper top, skid |
|  | Meridian Bin W-82 | 6020091231561 | Hopper top, skid |
|  | Meridian 8 in W-83 | 6020091131491 | Hopper top, skid |
|  | Meridian Bin W-84 | 6020091131490 | Hopper top, skid |
|  | Meridian Bin W-85 | 6220111036041 | Hopper top, skid |
| L | Meridian Bin W-86 | 6220111036061 | Hopper top, skid |
|  | Meridian Bin W-87 | 6220120438011 | Hopper top, skid |
|  | Meridian Bin W-88 | 6220111036038 | Hopper top, skid |
|  | Meridian Bin W-89 | 6220120438009 | Hopper top, skid |
|  | Meridian Bin W-90 | 6220111036080 | Hopper top, skid |
|  | Meridian 8 in W-91 | 6220111036054 | Hopper top, skid |
|  | Meridian Bin W-92 | 6220120438021 | Hopper top, skid |
|  | Meridian Bin W-93 | 6220120438004 | Hopper top, skid |
|  | Meridian $\operatorname{Bin}$ W-94 | 6220111036060 | Hopper top, skid |


| Meridian Bin W-95 | 6220111036065 | Hopper top, skid |
| :--- | :--- | :--- |
| Meridian Bin W-96 | 6220111036049 | Hopper top, skid |
| Meridian Bin W-97 | 6220111036034 | Hopper top, skid |
| Meridian Bin W-98 | 6220120438007 | Hopper top, skid |
| Total Bin Storage |  |  |


| Storage Sheds |  |  |
| :--- | :--- | :--- |
| Fertilizer Shed $80^{\prime} \times 200^{\prime} \times 18^{\prime}$ |  |  |
| Total Shed Storage |  |  |


| From: | John A. Gabrysh [jag@sasktel.net](mailto:jag@sasktel.net) |
| :--- | :--- |
| Sent: | December-18-18 9:59 AM |
| To: | JENNIFER.KOH@bdc.ca |
| Cc: | SUTHERLAND, Ian |
| Subject: | Re: BDC, Beckerland Farms Inc. et al |

Good morning everyone. As you both are aware, I had a telephone conversation with Tyson Becker yesterday morning. The details are as follows:

I called Tyson on his cell (306),6243100 he answered, we exchanged pleasantries and I advised him that I had received instructions from BDC to proceed with inspection and appraisal of the security owned by his company, Beckerland Farms. Tyson advises that they had recently been in Court over this matter and the Judge had not made his decision. Tyson went on to say that there are offers on the table to settle with BDC and they will not respond. He then stated that until the Judge brings down his decision, this is not going to happen, Tyson referring to inspection and appraisal.

I advised Tyson that BDC has the right and authority to conduct the inspection and Appraisal regardless of the pending state of the Court's decision. I am calling you now to make arrangements to meet you so that we can complete the inspection and appraisal. I advised Tyson I have retained the services of Bruce Schapansky Auctioneers from Tisdale, Sask. to carry out this function. I further stated that we are not going to remove any assets just inspect and take an inventory. Tyson's raised his voice and he appeared to be getting more annoyed and upset with this conversation. Tyson advised me that this is not going to happen, I am not going to co-operate with you in any way. I tried to reason with Tyson and stated that if he made an offer on the assets, how can BDC make a learned decision if the offer is reasonable if they do not know what assets remain of the Company. Tyson went on to say, he is not going to co-operate until the Judge makes his decision.

He further stated that if I want to go ahead and try and find the stuff, I can do what I have to do, but I will not find much, maybe a few grain augers, a tractor, most of the equipment has been sold and I will not tell you where it is. You will be wasting your time and money trying to find anything.

So this is the meat of our conversation, I advised Tyson I would be advising Jennifer Koh of BDC of our conversation and will see where it goes from here. I also called Barrie Jung of Bruce Schapansky Auctions that we would not be proceeding with the inspection and appraisal. Feel free if you have any questions, or require any clarification of the above. thank you.

John A. Gabrysh
JAG Investigations \& Bailiff Services Ltd Box 206
Star City, Sask. SOE 1PO
Office: (306) 863-2229
Cell: (306) 921-8703
Fax: (306) 863-4410


THIS IS EXHIBIT "C" REFERRED TO IN THE AFFIDAVIT OF JOHN GABRYSH SWORN BEFORE ME AT Sten Cety, SASKATCHEWAN THIS Z年 DAY OF JUNE, 2019.

for the Province of SASKATCHEWAN.
 OR BEANGASOLIETFOR-VD

On Mon, 17 Dec 2018 20:31:19 +0000, "KOH, Jennifer (BSCBC)" wrote:

## SEIZURE SCHEDULE

Copy hereof to be provided to the debtor or person in possession at the time of seizure.
Schedule of security (save and except legal exemptions) of the debtor seized pursuant to a Security Agreement dated August 15, 2014 made by Beckerland Farms Inc.., Yorkton, Sask., in Business Development Bank of Canada.
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$
The above security was seized at: Bik/he A /hen $106102 / 13701$
thole Hoy 5 wet, distret of (anew, Sain.

Given under my hand this $9^{\text {th }}$ day of January, 2019
taglnvestigations and Bailiff Services Ltd.
Box 206
Stat City, Sask.
SUE $11^{\prime} 0$
Telephone: (306) 863-2229
Fax: (306) 863-4410
Cell: (306) 921-8703

THIS IS EXHIBIT "D" REFERRED TO IN THE AFFIDAVIT OF JOHN GABRYSH SWORN BEFORE ME AT STar cig, SASKATCHEWAN THIS 27 OF JUNE, 2019.


A Commissioner for Athos errand for the Province of SASKATCHEWAN. 30,2019



| ITEM | DESCRIPTION | FMV |
| :---: | :---: | :---: |
|  | Equipment \& Grain Bins Located at 1616 Highway No. 5 West in Canora SK |  |
| 82 | Twister 60-12 117,820 bu grain bin C-1, w/ concrete floor, full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder, \& bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, 5 N N/A |  |
| 83 | Twister 60-12 117,820 bu grain bin C-2, w/ concrete floor, full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder, \& bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, SN N/A |  |
| 84 | Twister 60-12 117,820 bu grain bin C-3, w/ concrete floor, full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder, \& bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, SN N/A |  |
| 85 | Twister 60-12 117,820 bu grain bin C-4, w/ concrete floor, full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder, \& bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, SN N/A |  |
| 86 | Twister 60-12 117,820 bu grain bin C-5, w/ concrete floor, full floor aeration, u-trough, power sweep, OPI cable, outside ladder, \& bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, SN N/A |  |
| 87 | Twister 60-12 117,820 bu grain bin C-6, w/ concrete floor, full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder, \& bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, $5 \mathrm{~N} \mathrm{~N} / \mathrm{A}$ |  |
| 88 | Twister 60-12 117,820 bu grain bin C-7, w/ concrete floor, full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder, \& bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, SN N/A |  |
| 89 | Twister 60-12 117,820 bu grain bin C 8, w/ concrete floor, full floor aeration, u-trough, power sweep, double aeration fans, OPI cable, outside ladder, \& bin lid opener, drag augers to central conveyor to grain leg, all electric motor drive, 3 phase, SN N/A |  |
| 90 | Neco Triple fan grain dryer, $\mathbf{1 1}$ sections high, electric-powered, continuous flow, This unit is disassembled but it appears the pieces are all there to make it functional. |  |

## BECKERLAND FARMS INC.



## SEIZURE SCHEDULE

Copy hereof to be provided to the debtor or person in possession at the time of seizure.
Schedule of security (save and except legal exemptions) of the debtor seized pursuant to a Security Agreement dated August 15, 2014 made by Beckerland Farms Inc.., Yorkton, Sask., in Business Development Bank of Canada.
$\qquad$
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$\qquad$

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Box 206
Stat City, Sask.
SOE IP 0
THIS IS EXHIBIT "E" REFERRED TO IN THE AFFIDAVIT OF JOHE GABRYSH SWORN BEFORE ME AR tor City, SASKATCHEWAN THIS ${ }^{\circ} \mathcal{I}^{16 A Y}$

| Telephone: | $(306) 863-2229$ |
| :--- | :--- |
| Fax: | $(306) 863-4410$ |
| Cell: | $(306) 921-8703$ |

OF JUNE, 2019.

Notencuple commissioner for $\theta$ thin and for the Province of SASKATCHEWAN. myeeonimsion tex pres! si pt amber 3,2019 OR BEING A SOLTCTTOR क 2


## BECKERLAND FARMS INC.

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

## BECKERLAND FARMS INC.

| ITEM | DESCRIPTION | FMV |
| :---: | :---: | :---: |
| 11 | Twister 1905 Hopper Bin W-10, 4600 bu, 2 skid, w/ hopper top, 7.5 HP aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 280103 |  |
| 12 | Twister 1905 Hopper Bin W-11, 4600 bu, 2 skid, w/ hopper top, 7.5 HP aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 184072 |  |
| 13 | Twister 1905 Hopper Bin W-12, 4600 bu, 2 skid, w/ hopper top, 7.5 HP aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 184082 |  |
| 14 | Twister 1905 Hopper Bin W-13, 4600 bu, 2 skid, w/ hopper top, 7.5 HP aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 182092 |  |
| 15 | Twister 1905 Hopper Bin W-14, 4600 bu, 2 skid, w/ hopper top, OPI cable, outside ladder, \& bin lid opener, SN 280073 |  |
| 16 | Twister 1905 Hopper Bin W-15, 4600 bu, 2 skid, w/ hopper top, OPI cable, outside ladder, \& bin lid opener, SN 280083 |  |
| 17 | Twister 1906 Hopper Bin W-16, $5400 \mathrm{bu}, \mathrm{w} /$ hopper top, skid, aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 211043 |  |
| 18 | Twister 1906 Hopper Bin W-17, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 211053 |  |
| 19 | Twister 1906 Hopper Bin W-18, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 213063 |  |
| 20 | Twister 1906 Hopper Bin W-19, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 213053 |  |
| 21 | Twister 1906 Hopper Bin W-20, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 198023 |  |

## BECKERLAND FARMS INC.

| ITEM | DESCRIPTION | FMV |
| :---: | :---: | :---: |
| 22 | Twister 1906 Hopper Bin W-21, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 19-2009-59 |  |
| 23 | Twister 1906 Hopper Bin W-22, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 19-2009-58 |  |
| 24 | Twister 1906 Hopper Bin W-23, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 19-2009-51 |  |
| 25 | Twister 1906 Hopper Bin W-24, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 19-2009-57 |  |
| 26 | Twister 1906 Hopper Bin W-25, 5400 bu w/ hopper top, skid, aeration fan, OPI cable, outside ladder, \& bin lid opener, SN 19-2005-224 |  |
| 27 | Titan Hopper Bin W-26, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, $\&$ bin lid opener, SN 22200995 |  |
| 28 | Titan Hopper Bin W-27, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, \& bin lid opener, SN 22200999 |  |
| 29 | Titan Hopper Bin W-28, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, \& bin lid opener, SN 22200996 |  |
| 30 | Titan Hopper Bin W-29, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, \& bin lid opener, SN 22200992 |  |
| 31 | Titan Hopper Bin W-30, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, \& bin lid opener, SN 22200993 |  |
| 32 | Titan Hopper Bin W-31, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, \& bin lid opener, SN 22200994 |  |

## BECKERLAND FARMS INC.

| ITEM | DESCRIPTION | FMV |
| :---: | :---: | :---: |
| 33 | Titan Hopper Bin W-32, 8100 bu , w/ hopper top, no air, 3 skid, OPI cable, outside ladder, \& bin lid opener, SN 22200990 |  |
| 34 | Titan Hopper Bin W-33, $8100 \mathrm{bu}, \mathrm{w} /$ hopper top, no air, 3 skid, OPI cable, outside ladder, $\&$ bin lid opener, SN 22200991 |  |
| 35 | Titan Hopper Bin W-34, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, \& bin lid opener, SN 22200998 |  |
| 36 | Titan Hopper Bin W-35, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, \& bin lid opener, SN 22200997 |  |
| 37 | Titan Hopper Bin W-36, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, \& bin lid opener, SN 22200989 |  |
| 38 | Titan Hopper Bin W-37, 8100 bu , w/ hopper top, no air, 3 skid, OPI cable, outside ladder, \& bin lid opener, SN 222009100 |  |
| 39 | Titan Hopper Bin W-38, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, \& bin lid opener, SN 222009101 |  |
| 40 | Titan Hopper Bin W-39, 8100 bu, w/ hopper top, no air, 3 skid, OPI cable, outside ladder, \& bin lid opener, SN 22200988 |  |
| 41 | Twister 2106 Hopper bin W-40, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, \& bin lid opener, SN 21-2012-146 |  |
| 42 | Twister 2106 Hopper bin W-41, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, \& bin lid opener, SN 21-2012-147 |  |
| 43 | Twister 2106 Hopper bin W-42, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, \& bin lid opener, SN 21-2012-144 |  |

## BECKERLAND FARMS INC.

| ITEM | DESCRIPTION | FMV |
| :---: | :---: | :---: |
| 44 | Twister 2106 Hopper bin W-43, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, \& bin lid opener, SN 21-2012-145 |  |
| 45 | Twister 2106 Hopper bin W-44, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, \& bin lid opener, SN 21-2012-143 |  |
| 46 | Twister 2106 Hopper bin $W-45,7700$ bu, w/ hopper top, no air, skid, OPI cable, outside ladder, $\&$ bin lid opener, SN 21-2012-142 |  |
| 47 | Twister 2106 Hopper bin W-46, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, \& bin lid opener, SN 21-2012-75 |  |
| 48 | Twister 2106 Hopper bin W-47, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, \& bin lid opener, *bin used for fertilizer, SN 21-2012-74 |  |
| 49 | Twister 2106 Hopper bin W-48, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, \& bin lid opener, "bin used for fertilizer, SN 21-2012-71 |  |
| 50 | Twister 2106 Hopper bin W-49, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, \& bin lid opener, *bin used for fertilizer, SN 21-2012-73 |  |
| 51 | Twister 2106 Hopper bin W-50, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, \& bin lid opener, *bin used for fertilizer, SN 21-2012-68 |  |
| 52 | Twister 2106 Hopper bin W-51, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, \& bin lid opener, *bin used for fertilizer, SN 21-2012-69 |  |
| 53 | Twister 2106 Hopper bin W-52, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, \& bin lid opener, ${ }^{*}$ bin used for fertilizer, SN 21-2012-72 |  |
| 54 | Twister 2106 Hopper bin W-53, 7700 bu, w/ hopper top, no air, skid, OPI cable, outside ladder, \& bin lid opener, *bin used for fertilizer, SN 21-2012-70 |  |

## BECKERLAND FARMS INC.

| ITEM | DESCRIPTION | FMV |
| :---: | :---: | :---: |
| 55 | Westeel Bin W-67, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1 fan, OPI cable, outside ladder, \& bin lid opener, SN N/A |  |
| 56 | Westeel Bin W-68, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1 fan, OPI cable, outside ladder, \& bin lid opener, SN N/A |  |
| 57 | Westeel Bin W-69, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1 fan, OPI cable, outside ladder, \& bin lid opener, SN N/A |  |
| 58 | Westeel Bin W-70, $\mathbf{6 7 , 8 1 0}$ bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1 fan, OPI cable, outside ladder, \& bin lid opener, SN N/A |  |
| 59 | Westeel Bin W-71, 67,810 bu on cement floor w/ full floor aeration, u-trough, power sweep, drag augers, 1 fan, OPI cable, outside ladder, \& bin lid opener, SN N/A |  |
| 60 | Westeel Bin W-72, 67,810 bu on cement floor w/ full floor aeration, $u$-trough, power sweep, drag augers, 1 fan, OPI cable, outside ladder, \& bin lid opener, SN N/A |  |
| 61 | 2000 JD 7510 MFWD tractor, w/ 2 hyds, PTO, 3PTH, power quad trans., 12,800 hrs., 460/85R38 rear tires, 480R70×26 front tires, c/w JD 740 self-levelling FEL w/ bale grapple, SN RW7510R054066 |  |
| 62 | 1983 JD 4650 tractor, w/ 2 hyds, PTO, power quad trans., 3883 hrs showing, $20.8 \times 38$ factory duals, SN RW465OH003594 |  |
| 62a | 2013 Volvo VNL64T Highway Tractor, Currently at mechanics shop with a mechanics lein against it (did not see) John to find out if there is equity in unit ) |  |
| 63 | Farm King (Ease-on) 6650 tandem offset disk, 29 ', notched blades front, smooth blades rear, dual carrier wheels, scrapers, spring shanks', SN 53987 |  |
| 64 | 1986 Bourgault 1154 Convertabar harrow packer bar, $60^{\prime} \mathrm{w}$ / auto fold to transport, P20 packers, 5 bar adj tine harrows, tandem walking axle, dual carrier wheels on centre section, SN HP1154 |  |

## BECKERLAND FARMS INC.

| ITEM | DESCRIPTION | FMV |
| :---: | :---: | :---: |
| 65 | 1996 Westward 3000 30' swather, w/ p/u reel, auto fold, SN 107973 |  |
| 66 | Grain handler continuous flow grain dryer, c/w control panel, single fan, $600 \mathrm{bu} . / \mathrm{hr}$. capacity SN 1607HF012 ( the dryer has been on fire and outside metal shows burn marks.) |  |
| 67 | 2009 Wheatheart $8^{\prime \prime} \times 46^{\prime}$ (input to dryer), electric motor, on stand, transport \& hubs but no wheels SN 2674 |  |
| 68 | 2009 Wheartheart 8"x51' (output from dryer) electric motor, on stand, transport \& hubs but no wheels SN 2752 |  |
| 69 | Dryer shack, $16^{\prime} \times 24^{\prime}$, metal clad, wood construction, w/ $2^{\prime \prime} \times 6^{\prime \prime}$ construction, bathroom \& shower, bedroom w/ 1 bed, lunch area w/ stove, fridge, toaster, coffee pot, table, 2 chairs, couch, loveseat, insulated, wired \& heated, on steel skid |  |
| 70 | Dryer control shack, $8^{\prime} \times 12^{\prime}$, wood construction w/ metal clad, insulated, wired \& heated, on steel skid |  |
| 71 | 2009 Dodge Ram 2500 HD quad cab truck, w/ 5.7L Hemi eng., auto trans., $4 \times 4,343,286 \mathrm{kms}$ showing, radial tires, cloth interior, SN 3D7KS28T89G529143 |  |
| 72 | Bruns 205 4-wheel grain wagon, w/ automotive steering, 31S/80R22.5 tires, 8 bolt hubs, SN 113221 |  |
| 72a | Custom built $8^{\prime} \times 12^{\prime}$ t/a tank trailer w/ pintle hitch, twa, plywood deck, 1650 gal. poly tank, chem handler mixer, hoses, banjo fittings. |  |
| 73 | Industrial Scale Ltd truck scale, $10^{\prime} \times 90$ ', w/ catwalks \& railing, digital readout, $76,000 \mathrm{~kg}$ capacity |  |
| 74 | Union 1 ton elec \& hyd grain probe w/ remote control, vacuum sample collector, 3 cameras \& monitor |  |

## BECKERLAND FARMS INC.

| ITEM | DESCRIPTION | FMV |
| :--- | :--- | :--- |
| 75 | 2014 Wheatheart X160-125 auger, 16"×125', w/ PTO drive, hyd raise \& lower, remote, reverse, hyd. <br> drive wheels on hopper, SN WH15246 |  |
| 76 | 2009 Westfield MK130-111+ auger, 13" $\times 111$ ', w/ low profile hopper, hyd wheels on hopper, SN <br> 209369 |  |
| 77 | Westfield STX100-41 auger, 10" $\times 41^{\prime}$ ', self-contained transport w/ Vanguard 35HP V-2 ENG. hyd <br> winch, SN 277088 |  |
| 79 | Land Master 12' land leveller w/ hyd lift, *needs 120HP tractor, SN CMWO9406 |  |
| 80 | Custom built 3-prong bale fork oilers |  |

THIS IS EXHIBIT "F" REFERRED TO IN THE AFFIDAVIT OF JOHN GABRYSH SWORN BEFORE ME AT Ster Cty
SASKATCHEWAN THIS $276 A Y$ SASKATCHEW
OF JUNE, 2019.
 for the Province of SASKATCHEWAN. my combunsion expires? OR BEINGA SOLICITOR $\frac{1}{5}$


Printed: October 30, 2018
 APPBOVED BY MOTOD YETIT

| Plate | Vehicie Description | ial Numb |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 987 KJY | 2013 VOLVO HEAVY VBhICLE | 4V4NC9KK6DN64309 | Body Style | Colorr | Class | Issue Date | Expiry Date |
| T2SKWT | 2910 LODE KNVG TRALER | 21 DHG4537A FOSOO38 | Power Unit | Whive | F | Saptermber 28, 2018 | December 32, 2018 |
| 776MQ | 2015 PRECISION TRAILER |  | Semi Traikr | Wbite | F | Sepramber 28, 2018 | Decesnber |
| 084 KDJ | 2036 PRECISION TRAILER |  | Transport Trailer | Grey | Ts | Septeraber 28, 2018 | December 27, 2018 |
| 142nss | 2000 DODGE RAM 2500 QUAD CAB 44vD | 3DTKS38789G529143 | Tcumsport Trewler <br> Truck | Gray | TS | Seprember 28, 2018 | Decermber 27, 2018 |
| Count for | Active Registrations : 5 |  |  | Whise | $F$ | September 28, 2018 | Docember 27, 2018 |
| Permilt | Vehicle Description | Serial Numaber | Body Style | Colour | Cluss | Issue Date |  |
|  |  |  |  |  |  |  | Expiry Date |
| Count of Permill Registrations: |  |  |  |  |  |  |  |


 Beckertand Parms DNC.
Mailing Address: Po Bo
Active Registrations

## 5EIIIIII

## CERTIFICATE OF ADMINISTRATOR SASKATCHEWAN GOVERNMENT INSURANCE MOTOR VEHICLE DIVISION SEARCH RESULTS CURRENT VIN SEARCH AS AT MARCH 21, 2019 03:29 PM VIN: 2LDHG4537AF0SN038

LAST REGISTERED OWNER:
LAST KNOWN CIVIC ADDRESS:
LAST KNOWN MAILNG ADDRESS:

## CLASS:

VEHICLE DESCRIPTION:
PRIMARY USE:
INTENDED USE:
BODY STYLE:
COLOUR:
PLATE nUMBER:
GROSS VEHICLE WEIGHT:
NUMIBER OF AXLES:
UNIT NUMBER:
Value:
FUEL TYPE:
issue date:
EXPIRY/CANCELLATION/ TERMMNATION DATE:
SECONDARY NAME / ADDRESS:

BECKERLAND FARMS INC.
PO BOX H67STN DEL.CENTRE YORKTON SK SEN $2 \times 3$
PO BOX 1167 STN DEL.CENTRE
YORKTON SK
P Farm vehicle
2010 LODE KING TRARLER
FARM USE
SEMI TRAILER
WHITE
72SKWT

Jaunary 10, 2019 4:13 pin
Pebruary 9, 2019 11:59 PM
Calldon Equipment Leacing, 10-3.303 Mullar Ave, Saskatoan, S7P


## SㅌIIII

## CERTIFICATE OF ADMINISTRATOR SASKATCHEWAN GOVERNMENT INSURANCE MOTOR VEHICLE DIVISION SEARCH RESULTS <br> CURRENT YIN SEARCH AS AT MARCH 21, 2019 03:30 PM VIN: 2P9UT6242FP078386

LAST REGISTERED OWNER:

LAST KNOWN CIVIC ADDRESS:

LAST KNOWN MALLING ADDRESS:

## CLASS:

VEHICLE DESCRIPTION:
PRIMARY USE:
INTENDED USE:
BODY STYLE:
COLOUR:
PLATE NUMBER:
GROSS VERICLE WEIGHT:
NUMBER OF AXLES:
UNTT NUMBER:
Valde:
FUEL TYPE:
ISSUE DATE:
EXPIRY/CANCELLATION/ TERMINATION DATE:
SECONDARY NAME / ADDRESS:
beckerland Farmi inc.

PO BOX 1167 STN DEL.CENTRE YORKTON SK S3N 2X3
PO BOX 1167 STN DEL.CENTRE YORKTON SK
TS TRAILER - COMMERCIAL 2013 PRECISION TRAILER

COMMERCIAL USE

TRANSPORTTRAILER GREY
776 JMQ

Septeraber 28, 2018 9:21 am
December 27, 101 11:59 PM

Calidoar Financlal Services Inc., 10.3903 Miflar Ave. Sasbatooan, STP

# 5EIIIIIIIII 

## CERTIFICATE OF ADMINISTRATOR

## SASKATCHEWAN GOVERNMENT INSURANCE

 MOTOR VEHICLE DIVISION SEARCH RESULTSCURRENT VIN SEARCH AS AT MARCH 21, 2019 03:30 PM VIN: 2P9FG9343GP07893!

LAST REGISTERED OWNER:
BECKERLAND PARMS INC.
LAST KNOWN CIVIC ADDRESS:
LAST KNOWN MAILING ADDRESS:
Class:
VEHCLE DESCRIPTION:

## Primary use:

INTENDED USE:
BODY STYLE:
colour:
PLATE NUMBER:
GROSS VEHICLE WEIGHT:
NUMBER OF AXLES:
UNIT NUMRER:
value:
FUSL TYPE:
issue date:
EXPIRY/CANCELLATION/ TERMDNATION DATE:
SECONDARY NAME / ADDRRSS:

PO BOX 1167 STN DELCENTRE YORKTON SK S3N 2X3
PO BOX 1167 STN DEL.CENTRE YORKTON SK
TS TRALLER - COMMERCLAL
2016 PRECISION TRAILER
COMMERCTAL USE
TRANSPORT TRALER
GREY
084 KDJ

September 28, 2018 9:20 am
December 27, 2018 11:59 PM
Calldon Equipment Leastiag, 10-3903 Millar Are, Saskatoon, S7P


2016

Year Description
20' End Dump Gravel Trailer
1993 Arnes 27' Tandem End Dump
Bale King 3100 Bale Shredder
Bourgault 3195 Air Tank
Bourgault 3225 Air Tank
1989 Bourgault 8800 40' Air Seeder
Bourgault 8800 Air Seeder
1986 Bourgault HP 115460 ft Harrow Dak
Cattle Handier System
3 Cattle Oilers
2009 Dodge Ram 2500 Quad Cab
Doepker 45' Hay Trailer
Farm King 6650 29' Disc
2014 Flamen 810 Transfer Auger
2001 Freightliner Classic Semi Truck
Golf Cart
Grain Handler
2008 JD 0896 Auger Platform
1981 JD 3140 Tractor
2008 JD 3203 Compact Utility Tractor

* 1983 JD 4650 Tractor

2008 JD 4895 Windrower
JD 568 Round Baler
2000 JD 7510 MFWD Tractor
2012 JD 51435 Mower \& Deck
2003 Kenworth T-800
1996 Lode King 40' T/A Grain Trailer
2014 Lode King Super B
2014 Lode King Super B
2011 Luck//Now 285 Feed Mixer
2015 Precision 14' Dump Trailer
2015 Precision 20' Equipment Trailer
2016 Precision 30' GN Trailer
2011 Schulte Rock Picker 2500
2003 Suzuki Eiger
Trailer with Water Tank \& Mixer
1984 Versatile 875
1984 Versatile 895 Series III 4wd Tractor 2013 Volvo VNL64T
2009 Westfield $13^{\prime \prime} \times 111^{\prime}$ Auger
1996 Westward 3000 30' Swather
2012 Wheatheart $10^{\prime \prime} \times 41$ Auger

* 2014 Wheatheart $16 \times 125$ Auger

2009 Wheatheart $8^{\prime \prime} \times 46^{\prime}$ (dryer)

Serial Number Value
$\$ 4,000.00$
2A9072726PA003700 $\$ 15,000.00$
$\$ 7,000.00$
\$5,500.00
\$5,500.00
\$20,000.00
\$25,000.00
$\$ 4,000.00$
\$5,500.00
$\$ 4,500.00$
$\$ 4,000.00$
\$3,500.00
$\$ 29,000.00$
$\$ 2,000.00$
$\$ 12,000.00$
$\$ 1,000.00$
$\$ 35,000.00$
$\$ 25,000.00$ $\$ 12,000.00$ $\$ 8,500.00$ $\$ 15,000.00$ $\$ 25,000.00$
$\$ 35,000.00$
$\$ 57,000.00$
$\$ 12,000.00$
$\$ 17,000.00$
\$15,000.00
$\$ 34,000.00$ $\$ 34,000.00$
$\$ 12,000.00$ \$12,500.00 $\$ 5,500.00$ $\$ 16,000.00$ \$14,000.00 \$2,500.00 $\$ 3,500.00$ $\$ 20,000.00$ $\$ 33,000.00$ $\$ 60,000.00$
$\$ 3,500.00$
$\$ 1,500.00$
\$7,500.00
$\$ 40,000.00$
$\$ 2,500.00$


*     - belongs to Canovaj the react belongs to Wroxton


| 2009 Wheatheart $8^{\prime \prime} \times 51^{\prime}$ (dryer) | 2752 | $\$ 2,500.00$ |
| :--- | ---: | ---: |
| 2013 Wheatheat $13^{\prime \prime} \times 94^{\prime}$ Auger | 11822 | $\$ 30,000.00$ |
| 2007 Yamaha Grizzly 700 SE | JY4AM09W67C012841 | $\$ 2,000.00$ |



|  | Twister Bin W-43 | 2012-145 | Hopper top, skid |
| :---: | :---: | :---: | :---: |
|  | Twister Bin. W-44 | 21-2012-143 | Hopper top, skid |
|  | Twister Bin W-45 | 21-2012-142 | Hopper top, skid |
|  | Twister Bin W-46 | 21-2012-75 | Hopper top, skid |
|  | Twister Bin W-47 | 21-2012-74 | Hopper top, skid |
|  | Twister Bin W-48 | 21-2012-71 | Hopper top, skid |
|  | Twister Bin W-49 | 21-2012-73 | Hopper top, skid |
|  | Twister Bin W-50 | 21-2012-68 | Hopper top, skid |
|  | Twister Bin W-51 | 21-2012-69 | Hopper top, skid |
|  | Twister Bin W-52 | 21-2012-72 | Hopper top, skid |
|  | Twister Bin W-53 | 21-2012-70 | Hopper top, skid |
|  | Meridian Grain Max Bin W- 54 | 6220130743311 | Hopper top, skid |
|  | Meridian Grain Max Bin W-55 | 6220120538670 | Hopper top, skid |
|  | Meridian Grain Max Bin W-56 | 6220120638718 | Hopper top, skid |
|  | Meridian Grain Max Bin W-57 | 6220120638707 | Hopper top, skid |
|  | Meridian Grain Max Bin W-58 | 6220120638696 | Hopper top, skid |
|  | Meridian Grain Max Bin W-59 | 6220120638697 | Hopper top, skid |
|  | Meridian Grain Max Bin W-60 | 6220120538675 | Hopper top, skid |
|  | Meridian Grain Max Bin W-61 | 6220120538683 | Hopper top, skid |
|  | Meridian Grain Max Bin W-62 | 6220120638710 | Hopper top, skid |
|  | Meridian Grain Max Bin W-63 | 6220120538668 | Hopper top, skid |
|  | Meridian Grain Max Bin W-64 | 6220120538665 | Hopper top, skid |
|  | Meridian Grain Max Bin W-65 | 6220120638693 | Hopper top, skid |
|  | Westeel Bin W-67 | No serial number | Concrete floor, full floor aeration, u-trough, power sweep |
|  | Westeel Bin W-68 | No serial number | Concrete floor, full floor aeration, u-trough, power sweep |
|  | Westeel Bin W-69 | No serial number | Concrete floor, full floor aeration, u-trough, power sweep |
|  | Westeel Bin W-70 | No serial number | Concrete floor, full floor aeration, u-trough, power sweep |
|  | Westeel Bin W-71 | No serial number | Concrete floor, full floor aeration, u-trough, power sweep |
|  | Westeel Bin W-72 | No serial number | Concrete floor, full floor aeration, u-trough, power sweep |
|  | Meridian $\operatorname{Bin}$ W-79 | 6120091023439 | Hopper top, skid |
|  | Meridian $\operatorname{Bin} \mathrm{W}-80$ | 6020091131519 | Hopper top, skid |
|  | Meridian Bin W-81 | 6120091023448 | Hopper top, skid |
|  | Meridian $\operatorname{Bin} \mathrm{W}-82$ | 6020091231561 | Hopper top, skid |
|  | Meridian Bin W-83 | 6020091131491 | Hopper top, skid |
|  | Meridian Bin W-84 | 6020091131490 | Hopper top, skid |
|  | Meridian $\operatorname{Bin} \mathrm{W}-85$ | 6220111036041 | Hopper top, skid |
|  | Meridian Bin W-86 | 6220111036061 | Hopper top, skid |
|  | Meridian Bin W-87 | 6220120438011 | Hopper top, skid |
|  | Meridian Bin W-88 | 6220111036038 | Hopper top, skid |
| , | Meridian Bin W. 89 | 6220120438009 | Hopper top, skid |
|  | Meridian $\operatorname{Bin} \mathbf{W}-90$ | 6220111036080 | Hopper top, skid |
|  | Meridian Bin W-91 | 6220111036054 | Hopper top, skid |
|  | Meridian Bin W-92 | 6220120438021 | Hopper top, skid |
|  | Meridian $\operatorname{Bin} \mathrm{W}-93$ | 6220120438004 | Hopper top, skid |
| - | Meridian Bin W-94 | 6220111036060 | Hopper top, skid |


| Meridian Bin W-95 | 6220111036065 | Hopper top, skid |
| :--- | :--- | :--- |
| Meridian Bin W-96 | 6220111036049 | Hopper top, skid |
| Meridian Bin W-97 | 6220111036034 | Hopper top, skid |
| Meridian Bin W-98 | 6220120438007 | Hopper top, skid |
| Total Bin Storage |  |  |


| Storage Sheds |  |  |
| :--- | :--- | :--- |
| Fertilizer Shed $80^{\prime} \times 200^{\prime} \times 18^{\prime}$ |  |  |
| Total Shed Storage |  |  |

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

JUDICIAL CENTRE: SASKATOON

APPLICANT: BUSINESS DEVELOPMENT BANK OF CANADA (BDC)

## RESPONDENT: BECKERLAND FARMS INC.

## AFFIDAVIT OF TYSON BECKER

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

1. I am the President of BECKERLAND FARMS INC., and as such have personal knowledge of the matters and facts herein deposed to except where stated to be on information and belief and where so stated, I verily believe the same to be true.
2. That I make this Affidavit in response to the Affidavit of John Gabrysh sworn the $27^{\text {th }}$ of June, 2019.
3. For the following, where I am responding to the Affidavit of John Gabrysh, I will put the paragraph number in brackets
4. 

(8) The grain bin list is inaccurate. The Meridian grain bins, items

54 to 65 and 79 to 98 have been sold with BDC's consent. Attached as Exhibit "A" to this my Affidavit is a letter from the solicitors for BDC indicating the $40 \%$ proceeds payable to Beckerland Farms Inc. as a result of the sale of 20 bins sold to Flaman Sales Ltd. This sale was with the consent of BDC. Attached as Exhibit " $B$ " to this my Affidavit is the other bin sales as represented by the invoice dated March 29 ${ }^{\text {th }}, 2018$ showing sale including GST and PST of $\$ 152,250.00$. Beckerland Farms Inc. received a cheque from my lawyer's office for $\$ 61,807.54$ which represented Beckerland's portion of the sale. The balance of the funds were retained by BDC.
5. At present two farmers have grain stored in bins located on the NE 29-2631 W1st. Attached as Exhibit " $C$ " is a storage contract dated August $28^{\text {th }}, 2018$ with S \& D Solonenko Farms for 6 bins of 67,000 bushels each of storage which are identified as bins numbered $67,68,69,70,71$ and 72 . Currently there is grain in bins numbered 67 and 68 as the other grain was removed.
6. In addition, Clarence Perperluk had Canola in bins numbered 4, 18, 19 and 20. Bin 17 was transferred to bin 4. Attached as Exhibit " $D$ " is copy of his contract dated March $26^{\text {th }}, 2019$.
7. That I make this Affidavit in response to the Application by BDC.

SWORN before me at the City of Yorkton, in the Province of Saskatehewan, this ay of July, 2019.

A Commissioner for Oaths for the Province of Saskatchewan Aycommission expires-
Being a solicitor

November 16, 2017

## VIA COURIER

Rusnak Balacko Kachur Rusnak
7 Broadway Street East
P.O. Box 1148

Yorkton, SK S3N 2X3

## Attention: Wayne M. Rusnak, Q.C.

| REFER TO: | IAN A. SUTHERLAND |
| :--- | :--- |
| DIRECT DIAL: | $(306) 665-5417$ |
| FAX NO.: | $(306) 652-1323$ |
| E-MAIL: | isutherland@mcdougallgauley.com |
| OUR FILE NO: | 502544.59 |

DIRECT DIAL: (306) 665-5417
FAX NO.: (306) 652-1323

OUR FILE NO: $\quad 502544.59$

## Dear Mr. Rusnak:

## Re: BDC, Beckerland Farms Inc., Tyland Management Group Inc. and Tyson Steven Becker

Enclosed please find our firm trust cheque in the amount of $\$ 80,000.00$ payable to your client, Beckerland Farms Inc. This amount represents forty percent (40\%) of the sales proceeds of the 20 bins sold by your client to Flaman Sales Ltd.

As per paragraph 5 of the Second Extension Agreement dated September 1, 2017, BDC is retaining the remaining sixty $(60 \%)$ of the sales proceeds totaling $\$ 120,000.00$.

I trust you will find the enclosed to be in order, but if you have any concerns please contact the undersigned.

Yours truly, McDougall Gauley LLP
Per:
IAN A. SUTHERLAND IAS/skb Enclosure



Box 1167
Yorkton, SK S3N 2X3
Phone: 306 621-3100
Fax: 306 782-2790
tyson@beckerlandfarms.com

| Flaman Sales Ltd. |  |  |
| :--- | :--- | :--- |
| Site 412, Box 250, RR\#4 <br> Saskatoon, SK S7K 3J7 |  |  | | Mar 29,2018 |
| :--- |
| Meridian GM7500 Bin s/n 6220120538665 |




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