

THE QUEEN'S BENCH  
WINNIPEG CENTRE

BETWEEN:

**LINCOLN WOLFE and 5606269 MANITOBA LTD.**

Applicants,

-and-

**DUANNE TAYLOR, 5608067 MANITOBA LTD., TAYLOR  
BROS. FARM LTD. and EDWIN POTATO GROWERS LTD.**

Respondents.

---

**SECOND REPORT OF DELOITTE RESTRUCTURING INC.,  
IN ITS CAPACITY AS COURT APPOINTED LIQUIDATOR OF  
TAYLOR BROS. FARM LTD. AND EDWIN POTATO GROWERS LTD.**

---

**MARCH 26, 2018**

**LIQUIDATOR**

DELOITTE RESTRUCTURING INC.  
360 Main Street, Suite 2300  
Winnipeg, Manitoba R3C 3Z3

Brent Warga  
Ph: (204) 942-0051  
Fax: (204) 947-2689  
Email: bwarga@deloitte.ca

**COUNSEL TO THE LIQUIDATOR**

MLT AIKINS LLP  
Barristers and Solicitors  
3000 – 360 Main Street  
Winnipeg, Manitoba R3C 4G1

Jeffrey M. Lee, Q.C./J.J. Burnell  
Ph: (306) 975-7136/(204) 957-4663  
Fax: (306) 975-7145/(204) 957-4285  
Email: jmlee@mltaikins.com/jburnell@mltaikins.com

## TABLE OF CONTENTS

Introduction.....	1
Terms of Reference.....	1
Background.....	2
Activities of the Liquidator.....	5
Sales Process.....	6
Creditor Claims.....	9
Claims Process.....	10
Remaining Assets.....	11
Statement of Receipts and Disbursements.....	12
Liquidator’s Recommendations.....	12

## EXHIBITS

- Exhibit A – November 21, 2017 Court Order
- Exhibit B – Sales and Information Package
- Exhibit C – Sales and Information Package Addendum
- Exhibit D – Sales Process Advertisements
- Exhibit E – Redacted Beaver Creek Holding Co. Ltd. Asset Purchase Agreement
- Exhibit F – Redacted Wolfe Land and Equipment Ltd. Asset Purchase Agreement
- Exhibit G – Statement of Receipts and Disbursements for the period of October 28, 2017 to March 23, 2018

## INTRODUCTION

1. By means of an Order (the “**Liquidation Order**”) of the Honourable Justice Toews of the Court of Queen’s Bench for Manitoba (the “**Court**”) pronounced on April 28, 2017 (the “**Date of Appointment**”), Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as the liquidator (the “**Liquidator**”), without security, of all of the assets, undertakings, and property (the “**Property**”) of Taylor Bros. Farm Ltd. (“**TBF**”) and Edwin Potato Growers Ltd. (“**EPG**”) (collectively the “**Companies**”).
2. The Liquidation Order was signed and entered with the Court on June 5, 2017. A copy of the Liquidation Order and other information regarding the liquidation proceedings can be accessed on the Liquidator’s website (the “**Liquidator’s Website**”) at [www.insolvencies.deloitte.ca/en-ca/tbf-epg](http://www.insolvencies.deloitte.ca/en-ca/tbf-epg).
3. The Liquidation Order was granted as a result of an application by Lincoln Wolfe (“**Mr. Wolfe**”) and 5606269 Manitoba Ltd. (“**269**”) (collectively the “**Applicants**”) pursuant to sections 207 and 210 of *The Corporations Act*.

## TERMS OF REFERENCE

4. In preparing this second report (the “**Second Report**”), the Liquidator has relied upon unaudited financial information, the books and records of the Companies and discussions with the shareholders and their respective legal counsel, interested parties, and other stakeholders of the Companies.
5. The financial information of the Companies has not been audited, reviewed or otherwise verified by the Liquidator as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this Second Report may not disclose all significant matters about the Companies. Additionally, none of the Liquidator’s procedures were intended to detect defalcations or other irregularities. If the Liquidator were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Liquidator’s attention. Accordingly, the Liquidator does not express an opinion nor does it provide any other form of assurance on the financial or other information presented

herein. The Liquidator may refine or alter its observations as further information is obtained or brought to its attention after the date of this Second Report.

6. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.
7. Capitalized terms used in this Second Report but not defined herein are as defined in the first report of the Liquidator (the “**First Report**”) and the Liquidation Order.

## **BACKGROUND**

8. As detailed in the First Report, in early 2008, Mr. Wolfe, one of the Applicants, and Duane Taylor (“**Mr. Taylor**”), one of the Respondents, began farming together using two corporate entities, namely TBF and EPG. Mr. Wolfe and Mr. Taylor each own 50% of the shares of TBF and EPG. Their respective shareholdings are held by their own personal holding companies, being 269 for Mr. Wolfe and 5608067 Manitoba Ltd. (“**067**”) for Mr. Taylor.
9. In March of 2015, Mr. Taylor and 067 commenced proceedings under *The Corporations Act* against Mr. Wolfe and 269 as Mr. Taylor and Mr. Wolfe had become unable to agree on the operations of TBF and EPG. Prior to the dispute proceeding to a hearing in late March 2015, Mr. Wolfe and Mr. Taylor reached agreement on certain issues, and the hearing did not proceed. One aspect of the agreement reached was that TBF and EPG would cease active business operations, and that the Companies would be liquidated.
10. By December of 2015, Mr. Wolfe (and 269) had concluded that Mr. Taylor (and 067) would not cooperate in moving forward with the liquidation process on a timely basis. As a result, on December 15, 2015, Mr. Wolfe (and 269) filed a motion with the Court requesting the appointment of a liquidator under section 207 of *The Corporations Act* (the “**Section 207 Application**”). On February 3, 2016, Justice Dewar delivered his judgement staying the Section 207 Application against TBF and adjourning *sine die* the Section 207 Application against EPG. The stay was granted so that the issue of whether a liquidation of TBF should occur could be determined pursuant to the arbitration provisions in TBF’s Amended Unanimous Shareholders Agreement (the “**Arbitration Proceedings**”).



11. Mr. Harvey Sexter was appointed to act as arbitrator (the “**Arbitrator**”) in the Arbitration Proceedings. In due course, the Arbitrator issued a number of decisions within the Arbitration Proceedings. An April 20, 2016 decision of the Arbitrator ordered the liquidation of all of the assets of TBF and EPG pursuant to section 207 of *The Corporations Act* (the “**April 20, 2016 Arbitration Decision**”).
12. Between May and December of 2016, Mr. Wolfe and Mr. Taylor made a number of appearances before, and had various communications with, the Arbitrator. Although a liquidator was not appointed during this period, Mr. Wolfe and Mr. Taylor agreed to liquidate the majority of the equipment owned by TBF and EPG through a third party auctioneer. By December of 2016, the primary assets of TBF and EPG that remained were approximately 2,900 acres of land (the “**Land**”) and the physical outbuildings and structures located thereon (collectively the “**Residual Assets**”).
13. By March of 2017, Mr. Wolfe and Mr. Taylor had been unable to reach an agreement on how to deal with the Residual Assets. Accordingly, Mr. Wolfe (and 269) filed a motion with the Court seeking an order to enforce the April 20, 2016 Arbitration Decision to have a liquidator appointed, which resulted in the Liquidation Order being granted.
14. As further detailed in the First Report, on June 6, 2017, Mr. Taylor (and 067) filed a motion to stay the Liquidation Order pending resolution of various matters which Mr. Taylor argued remained subject to the Arbitration Proceedings. This motion was dismissed by the Honourable Justice Toews, and on June 9, 2017, Mr. Taylor (and 067) filed a notice of appeal.
15. On July 7, 2017, Mr. Taylor (and 067) filed a motion at the Manitoba Court of Appeal for an Order to stay the Liquidation Order. This motion was dismissed on August 11, 2017.
16. On the Date of Appointment, TBF and EPG were no longer carrying on active business operations, and neither of the Companies had a physical head office location. All of the books and records of the Companies were in the possession of Mr. Taylor.
17. This report constitutes the Second Report of the Liquidator. The Second Report, along with the confidential supplement to the Second Report (the “**Second Confidential**”).

**Report**”), are being filed in support of the Liquidator’s application to this Honourable Court on April 5, 2018 for an Order:

- (a) Granting a Sale Approval and Vesting Order (the “**Sale Approval Order**”) in respect of the Beaver Creek Holding Co. Ltd. offer (the “**Beaver Creek Holding Offer**”) and corresponding Asset Purchase Agreement (the “**Beaver Creek Holding APA**”);
- (b) Granting a Sale Approval Order in respect of the Wolfe Land and Equipment Ltd. Offer (the “**Wolfe Offer**”) and corresponding Asset Purchase Agreement (the “**Wolfe APA**”);
- (c) Sealing the Second Confidential Report in the Court file;
- (d) Authorizing the Liquidator to assign the Companies into bankruptcy in the event that the Companies are determined by the Liquidator to be insolvent; and
- (e) Approving the reported actions of the Liquidator to date in respect of administering these liquidation proceedings, including the Liquidator’s statement of receipts and disbursements for the period October 28, 2017 to March 23, 2018.

### **Powers of the Liquidator**

- 18. The Liquidator’s powers are detailed in section 2 of the Liquidation Order and include the power to take possession and exercise control over all or any part of the Property of the Companies; the power to manage, operate, and carry on the business of the Companies; and the power to market and sell the Property of the Companies, among others.
- 19. The Liquidation Order also empowers the Liquidator to borrow by way of revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed (a) such amounts as the Liquidator borrows to pay municipal property tax arrears and insurance; or (b) \$50,000 (or such greater amount as the Court may by further Order authorize) (the “**Borrowing Facility**”).

## ACTIVITIES OF THE LIQUIDATOR

20. Since the filing of the First Report, the activities of the Liquidator have included the following:

- (a) Preparing the sales and information package (the “**SIP**”) which contained an invitation for offers, terms and conditions of sale, and Residual Asset descriptions;
- (b) Contacting prospective purchasers and distributing the SIP to parties expressing an interest in the Liquidator’s sales process (the “**Sales Process**”), as approved by the Court on November 21, 2017 (the “**Sales Process Order**”);
- (c) Attending the Companies’ two (2) yard sites to facilitate on-site tours of the properties for parties interested in viewing the Residual Assets;
- (d) Reviewing, assessing, and summarizing all offers submitted during the Sales Process;
- (e) Drafting the Wolfe APA and the Beaver Creek Holding APA;
- (f) Attending the November 21, 2017 Court hearing in the liquidation proceedings, at which the Sales Process was approved by the Court;
- (g) Attending the Companies’ two (2) yard sites on January 8, 2018 to secure the various buildings as the Farm Lease Agreements entered into by the Liquidator with RLW and FCF (as defined in the First Report) expired on December 31, 2017;
- (h) Reviewing and cataloging the electronic and hard copy books and records of TBF and EPG provided by Mr. Taylor;
- (i) Commencing the preparation of outstanding statutory tax filings (GST, PST, and corporate tax filings);

- (j) Preparing and sending collection letters for residual accounts receivable owing to TBF based on the books and records of the Companies;
- (k) Corresponding with the Rural Municipalities of North Norfolk and Portage la Prairie with respect to property tax and water accounts;
- (l) Corresponding with certain lessors and finance companies regarding leased and financed equipment; and
- (m) Drafting, reviewing, and finalizing this Second Report and the Second Confidential Report.

## **SALES PROCESS**

- 21. The Liquidator's Sales Process, as detailed in the First Report, was approved by the Court on November 21, 2017. The Sales Process Order is attached hereto as Exhibit A.
- 22. As part of the Sales Process, the Liquidator prepared a SIP (dated January 10, 2018) which included a detailed listing of the asset parcels being offered for sale, along with the related terms and conditions of the Sales Process. The SIP was distributed to auctioneers and various interested parties commencing on January 10, 2018. A copy of the SIP is attached hereto as Exhibit B.
- 23. On February 20, 2018, it was brought to the attention of the Liquidator that a reference to two (2) land title numbers disclosed in the SIP was in error and that identification of a title number, which was a component of one of the parcels for sale, was not specifically outlined therein. Accordingly, on February 20, 2018, the Liquidator prepared an addendum to the SIP (the "**SIP Addendum**") which was provided to all parties who had previously been sent the SIP. A copy of the SIP Addendum is attached hereto as Exhibit C.
- 24. Terms and conditions of sale included in the SIP included the following:
  - (a) The Liquidator was seeking offers and/or proposals from auction companies (the "**Auctioneers**"), realtors (the "**Realtors**"), and other parties (the "**Prospective Purchasers**") for the realization of all of the Residual Assets;

- (b) The Residual Assets were being offered for sale on an “as is, where is” basis;
  - (c) The Liquidator would not be obligated to accept the highest or any offer, or any proposal;
  - (d) Asset viewings were to be coordinated with the Liquidator;
  - (e) Proposals and offers were to be submitted by March 2, 2018 (the “**Submission Deadline**”); and
  - (f) Prospective Purchasers seeking to purchase some or all of the Residual Assets would be required to submit a standard form of offer prepared by the Liquidator, a 20% deposit, and would have to be prepared to close the sale within 15-days after the date of the granting of a vesting order by the Court (or such other date as agreed to by the Liquidator).
25. Prospective Purchasers were identified through discussions with Mr. Wolfe and Mr. Taylor, industry contacts, and industry contact lists. In addition, certain parties contacted the Liquidator directly and expressed an interest in purchasing the Residual Assets.
26. The Liquidator also advertised the Sales Process in the following publications, some of which were identified with input from Mr. Wolfe and Mr. Taylor:
- (a) The Portage Daily Graphic – January 16, 2018;
  - (b) The Globe and Mail – January 16, 2018;
  - (c) Grandforksherald.com (on-line) – January 17, 2018;
  - (d) Inforum.com (on-line) – January 17, 2018;
  - (e) Agweek.com (on-line) – January 17, 2018;
  - (f) The Western Producer – January 18, 2018;
  - (g) Grand Forks Herald – January 20, 2018;

- (h) The Winnipeg Free Press – January 20, 2018;
- (i) Agweek – January 22, 2018;
- (j) The Fargo Forum – January 22, 2018;
- (k) Farmzilla.com – January 23, 2018;
- (l) Agweek Farmer`s Forum – January 26, 2018; and
- (m) Aberdeen Farm Forum – January 26, 2018.

Copies of the above advertisements are attached hereto as Exhibit D.

27. In aggregate, the Liquidator contacted approximately 500 parties, and the SIP was provided to 138 Prospective Purchasers, 22 Auctioneers, and 9 Realtors (collectively the “**Interested Parties**”).
28. Based on the Sales Process and the results derived therefrom, discussions with Interested Parties during the Sales Process and subsequent to the Submission Deadline, and the necessity to close a transaction in a timely manner so as to provide a successful purchaser with time to close a transaction prior to the 2018 crop season, the Liquidator is of the view that proceeding with the Beaver Creek Holding Offer and the Wolfe Offer will result in the highest return to the creditors. In addition, the Beaver Creek Holding Offer and the Wolfe Offer represent the highest offers received by the Liquidator that complied with the terms and conditions of the SIP.
29. The Liquidator is recommending that the Court approve the Beaver Creek Holding Offer and the corresponding Beaver Creek Holding APA (a redacted version of which is attached hereto as Exhibit E), as well as the Wolfe Offer and the corresponding Wolfe APA (a redacted version of which is attached hereto as Exhibit F) for the reasons outlined in the Second Confidential Report. The Beaver Creek Holding Offer, the Wolfe Offer, and all other offers and proposals received are more fully described in the Second Confidential Report.
30. As Mr. Wolfe and Mr. Taylor both opted to participate in the Sales Process, the Liquidator

has neither discussed nor shared particulars of any of the offers or proposals received with either Mr. Wolfe or Mr. Taylor. This approach is consistent with standard practice in Court ordered sales processes whereby stakeholders who choose to participate in the bidding process are not provided any reporting on the bids from the Court officer conducting the sale, in order to maintain the integrity of the sale and bidding process.

## CREDITOR CLAIMS

31. As detailed in the First Report, the secured and unsecured debts of the Companies totaled approximately \$9.8 million based on the books and records of the Companies. Although the Liquidator has not initiated the Claims Process (as defined in the First Report and approved by the Court on November 21, 2017), based on information provided from certain of the secured and unsecured creditors, as at the date of this Second Report, the estimated secured and unsecured debts of the Companies approximate \$11.5M as detailed in the table below:

<b>Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd.</b>		
<b>Summary of Debts</b>		
<b>Secured Debt</b>		<b>Estimated Amount</b>
Bank of Montreal	(1)	\$ 5,182,300
R.L. Wolfe Ltd.	(2)	2,278,710
R.L. Wolfe Ltd.	(3)	128,657
Gerald and Martha Wiebe	(4)	788,711
National Leasing	(5)	12,600
<b>Subtotal</b>		<b>8,390,978</b>
<b>Unsecured Debt</b>		
Duanne Taylor	(6)	860,618
Duanne Taylor	(7)	60,000
5606269 Manitoba Ltd.	(8)	1,245,666
R.L. Wolfe Ltd.	(9)	587,143
R.L. Wolfe Ltd.	(10)	256,013
Fat Cat Farms Ltd.	(11)	(284,435)
5608067 Manitoba Ltd.	(12)	(160,728)
Other unsecured creditors	(13)	531,102
<b>Subtotal</b>		<b>3,095,378</b>
<b>Total</b>		<b>\$ 11,486,356</b>

**Notes:**

- (1) Includes advances for 2015 and 2016 property tax arrears and accrued interest to August 31, 2017.
- (2) Balance is current to March 15, 2018 and is subject to the rate of interest (approximately 19.5% per annum) as detailed in the respective loan agreements assigned from Bank of Nova Scotia and Farm Credit Canada.
- (3) Balance is current to March 21, 2018 and is subject to the rate of interest (prime plus 5%) as detailed in the respective loan agreement assigned from Royal Bank of Canada.
- (4) Estimated balance owing as at October 1, 2015.
- (5) Residual amount owing on a 60,000 gallon leased fertilizer tank.
- (6) Amount owing to Mr. Taylor for 2008 to 2015 (less statutory deductions) per the Arbitration Award.
- (7) Mr. Taylor is owed the greater of \$60,000 or 18% of TBF's profits (less deductions) for 2016 per the Arbitration Award.
- (8) Represents the balance owing in the shareholder loan account per the Arbitration Award.
- (9) Represents amounts owing for transactions with TBF as at March 15, 2018. Interest accrues on this debt at 6% per annum.
- (10) Represents amounts owing from the assumption of PHI Financial Services of Canada debt owing as at March 27, 2018. Interest accrues on this debt at 18% per annum.
- (11) FCF owes TBF an amount that is not less than \$284,435 or greater than \$342,447 as at December 2015 (subject to 6% interest) per the Arbitration Award.
- (12) Represents the balance in the shareholder loan account per the Arbitration Award.
- (13) Amounts owing to other trade creditors of the Companies as at July 2017 per the books and records of the Companies.

32. As the Liquidator has not yet facilitated the Claims Process, the outstanding obligations owing by TBF and EPG are not yet final and are potentially subject to further refinement, clarification, and revision.
33. The Liquidator and the Liquidator's independent legal counsel, MLT Aikins LLP, ("MLT Aikins") are in the process of reviewing the validity and priority of the secured and priority claims that have been identified. The Liquidator intends to file a supplement to the Second Report describing the results of this review in advance of the April 5, 2018 Court hearing.

## **CLAIMS PROCESS**

34. As at the date of this Second Report, the Liquidator has not implemented the Claims Process as the Liquidator has been awaiting the results of the Sales Process. In the event that the offers received did not exceed the value of the secured debts of TBF and EPG, the Claims Process would not be required as no distribution to unsecured creditors would occur in such a scenario.
35. Based on the books and records of the Companies and the secured claims received from Bank of Montreal ("BMO"), R. L. Wolfe Ltd., Gerald and Martha Wiebe, and National Leasing, the Liquidator is of the view that the proceeds from the Sales Process may be insufficient to payout all of the Companies' secured and unsecured creditors' claims in full.
36. Should the Liquidator determine that TBF and EPG are insolvent, the Liquidator respectfully submits that the appropriate course of action would be that the Companies should be assigned into bankruptcy. The *Bankruptcy and Insolvency Act* (the "BIA") of Canada provides a complete code for the orderly liquidation of assets as well as for the submission, consideration, and resolution of creditors' claims, avoiding the costs associated with the Liquidator's Claims Process. The existence of ongoing disputed issues among the shareholders of TBF and EPG is a further reason to resort to the regime prescribed in the BIA.



## **REMAINING ASSETS**

37. The following summarizes the remaining assets (the “**Remaining Assets**”) of the Companies as at the date of this Second Report:

### **Accounts Receivable**

38. As detailed in the First Report, the books and records of the Companies indicated that approximately \$0.9 million was owing to the Companies from nine (9) customers. The largest account balance was owing from Northern Sunshine Farms (Manitoba) Ltd. (“**NSF**”) in the amount of \$0.7 million. On June 12, 2017, the Liquidator filed a statement of claim against NSF seeking a judgment in the amount of \$1.3 million (plus pre-judgment interest). At the date of this Second Report, the litigation is ongoing.
39. With respect to the eight (8) other customer accounts, the Liquidator has reviewed the Companies’ books and records and has compiled supporting account details, and collection efforts continue.

### **Other Equipment**

40. As detailed in the First Report, the Liquidator located and inspected the following additional assets (the “**Remaining Equipment**”):
- (a) a 2012 T-800 Kenworth (serial number 1XKDD40X2CJ9558960);
  - (b) a 2000 Liter Fuel Transfer Tank (serial number D-68223);
  - (c) a Rotary Hoe; and
  - (d) a 2007 Ford F-150 (serial number 1FTPW14V67FB32308).
41. Given the condition of the Remaining Equipment, the Liquidator is of the view that no meaningful realizations from the Remaining Equipment will be possible, and the Liquidator accordingly has not incurred any additional costs to realize on same.

## **STATEMENT OF RECEIPTS AND DISBURSEMENTS**

42. A statement of receipts and disbursements for the period October 28, 2017 to March 23, 2018 is attached hereto as Exhibit G. As at the date of this Second Report, the Liquidator is holding approximately \$44,000 in its trust account, excluding deposits retained from the Beaver Creek Holding Offer and the Wolfe Offer.
43. In accordance with paragraph 18 of the Liquidation Order, the Liquidator has received advances from BMO in the amount of \$156,631 to pay certain municipal property tax arrears owing by the Companies. As at the date of this Second Report, the Liquidator has not had to borrow any additional funds to pay for insurance, nor has the Liquidator had to draw upon the additional \$50,000 borrowing facility approved by the Court.

## **LIQUIDATOR'S RECOMMENDATIONS**

44. As a result of the foregoing, the Liquidator respectfully requests from this Honourable Court the following relief:
  - (a) Granting of a Sale Approval Order in respect of the Beaver Creek Holding Offer and corresponding Beaver Creek Holding APA;
  - (b) Granting of a Sale Approval Order in respect of the Wolfe Offer and corresponding Wolfe APA;
  - (c) Sealing of the Second Confidential Report in the Court file;
  - (d) Approval for the Liquidator to assign the Companies into bankruptcy if the Companies are determined by the Liquidator to be insolvent; and
  - (e) Approval of the reported actions of the Liquidator to date in respect of administering these liquidation proceedings, including the Liquidator's statement of receipts and disbursements for the period October 28, 2017 to March 23, 2018.

All of which is respectfully submitted at Winnipeg, Manitoba, this 26<sup>th</sup> day of March 2018.

**DELOITTE RESTRUCTURING INC.**

In its capacity as Liquidator of  
Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd.,  
and not in its personal capacity.



Per: Brent Warga, CPA, CA, CIRP, LIT  
Senior Vice-President

**Exhibit A – November 21, 2017 Court Order**

THE QUEEN'S BENCH  
WINNIPEG CENTRE

BETWEEN:

**LINCOLN WOLFE and 5606269 MANITOBA LTD.**

Applicant

-and-

**DUANE TAYLOR, 5608067 MANITOBA LTD., TAYLOR  
BROS. FARM LTD. and EDWIN POTATO GROWERS LTD.**

Respondents

---

**ORDER**

---

**MLT AIKINS LLP**

Barristers and Solicitors  
3000 – 360 Main Street  
Winnipeg, Manitoba R3C 4G1

**Jeffrey M. Lee, Q.C./J.J. Burnell**  
Ph: (306) 975-7136/(204) 957-4663  
Fax: (306) 975-7145/(204) 957-4285  
Email: [jmlee@mltaikins.com](mailto:jmlee@mltaikins.com)

**File No. 56074.8**

**Box No. 3**

THE QUEEN'S BENCH  
WINNIPEG CENTRE

THE HONOURABLE )  
MR. JUSTICE TOEWS )  
)

TUESDAY, the 21<sup>st</sup> DAY of NOVEMBER, 2017

BETWEEN:

**LINCOLN WOLFE and 5606269 MANITOBA LTD.**

Applicants,

-and-

**DUANE TAYLOR, 5608067 MANITOBA LTD., TAYLOR  
BROS. FARM LTD. and EDWIN POTATO GROWERS LTD.**

Respondents.

**ORDER**

THIS MOTION, made by Deloitte Restructuring Inc., court-appointed liquidator (the "**Liquidator**") of the assets, undertakings and property (collectively, the "**Property**") of Taylor Bros. Farm Ltd. ("**TBF**") and Edwin Potato Growers Ltd. ("**EPG**"), for an Order approving the proposed Liquidation Plan and the Proposed Sales Process (and ancillary relief), and the Motion of Duanne Taylor and 5608067 Manitoba Ltd. for an Order if necessary, removing the Liquidator, directing that the arbitration be completed forthwith, prior to any sale of the lands and other relief was heard this day, at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

ON READING the Notice of Motion of the Liquidator dated October 31, 2017; the First Report of the Liquidator dated October 31, 2017; the First Confidential Report of the Liquidator dated October 31, 2017; the Notice of Motion of Duanne Taylor and

5608067 Manitoba Ltd.; and, the Affidavit of Duanne Taylor sworn November 17, 2017; and on hearing the submissions of counsel for the Liquidator, counsel for the Applicants, Lincoln Wolfe and 5606269 Manitoba Ltd., and counsel for the Respondents, Duane Taylor and 5608067 Manitoba Ltd. and counsel for Bank of Montreal and counsel for Gerald Wiebe and Martha Wiebe, both of whom were present, but neither of whom made any submissions, and no one appearing for any other person, although properly served with the Liquidator's motion materials as appears from the affidavit of Samantha Dunn sworn November 2, 2017 and upon hearing counsel to the Liquidator indicate that the Liquidator agrees to provide counsel to Mr. Taylor copies of all correspondence (if any): (a) sent by the Liquidator or its counsel to Mr. Wolfe or his counsel from April 28, 2017 to the present date on which Mr. Taylor or his counsel were not copied; and (b) sent by Mr. Wolfe or his counsel to the Liquidator or its counsel from April 28, 2017 to the present date on which Mr. Taylor or his counsel were not copied;

1. THIS COURT ORDERS that the Liquidation Plan and the Proposed Sales Process recommended by the Liquidator and described in the First Report of the Liquidator dated October 31, 2017 shall be and is hereby approved and the Liquidator shall be and is hereby authorized to implement same.
2. THIS COURT ORDERS that the proposed Claims Process recommended by the Liquidator, as described in the First Report of the Liquidator dated October 31, 2017 and as more particularly detailed in Appendix "A" to this Order, shall be and

is hereby approved and the Liquidator shall be and is hereby authorized to implement same.

3. THIS COURT ORDERS that the First Confidential Report of the Liquidator dated October 31, 2017 be sealed, kept confidential and not form part of the public record and shall only form part of the public record upon further Order of this Court.
4. THIS COURT ORDERS that the relief requested in paragraphs 4, 5 and 6 of the Liquidator's Notice of Motion be adjourned *sine die*.
5. THIS COURT ORDERS that the actions of the Liquidator to date in respect of its administration of these liquidation proceedings, inclusive of the Liquidator's statement of receipts and disbursements for the period from April 28, 2017 to October 27, 2017, as more particularly described in the Liquidator's First Report dated October 31, 2017 and filed in these proceedings, shall be and is hereby approved.
6. THIS COURT ORDERS that Mr. Taylor shall pay to the Liquidator costs of this motion in the amount of one thousand seven hundred dollars (\$1,700.00).
7. THIS COURT ORDERS that the Liquidator be at liberty to serve this Order and any materials and orders in these proceedings by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission on the parties on the Service List.



8. THIS COURT ORDERS that the Notice of Motion of Duanne Taylor and 5608067 Manitoba Ltd. be dismissed without costs.

① Dec.  
November 11, 2017

V.E. TOEWS

---

TOEWS J.

CONSENT AS TO FORM:

PITBLADO LLP

Per:



Douglas Ward

Lawyers for the secured creditor, the Bank of Montreal

CONSENT AS TO FORM:

BOUDREAU LAW LLP

Per:



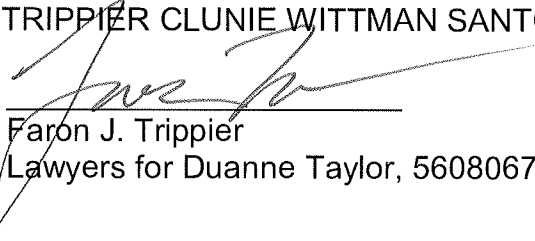
J.R. Norman Boudreau

Lawyers for the secured creditors, Gerald Wiebe and Martha Wiebe

CONSENT AS TO FORM:

FAST TRIPPIER CLUNIE WITTMAN SANTOS LLP

Per:



Faron J. Trippier

Lawyers for Duanne Taylor, 5608067 Manitoba Ltd. and Fat Cat Farms Ltd.

CONSENT AS TO FORM:

THOMPSON DORFMAN SWEATMAN LLP

Per:



Ross A. McFadyen

Lawyers for Lincoln Wolfe and 5606269 Manitoba Ltd.

**Exhibit B – Sales and Information Package**



# **Sales and Information Package**

## Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd.

January 10, 2018

Deloitte Restructuring Inc.,  
Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd.  
360 Main Street  
Suite 2300  
Winnipeg, MB R3C 3Z3

Tel.: 204-944-3586  
Fax: 204-947-2689

Attention: John R. Fritz

# Table of Contents

INVITATION FOR OFFERS.....	1
TERMS AND CONDITIONS OF SALE.....	3
SCHEDULE A .....	7
LAND PARCEL OVERVIEW.....	11
PARCEL 1 – TITLE NUMBER 2328200 .....	12
PARCEL 2 – TITLE NUMBER 2571225 .....	17
PARCEL 3 – TITLE NUMBER 2571228 .....	19
PARCEL 4 – TITLE NUMBER 257229 .....	21
PARCEL 5 – TITLE NUMBER 2571232 .....	22
PARCEL 6 – TITLE NUMBER 257230 .....	23
PARCEL 7 – TITLE NUMBER 2427364 .....	25
PARCEL 8 – TITLE NUMBER 1549193 .....	27
PARCEL 9 – TITLE NUMBER 2328202 .....	28
PARCEL 10 – TITLE NUMBER 2328201.....	29
PARCEL 11 – TITLE NUMBER 1488714.....	30
PARCEL 12 – TITLE NUMBER 1488712.....	31
PARCEL 13 – TITLE NUMBER 2801198.....	32
PARCEL 14 – TITLE NUMBER 2801202.....	33
PARCEL 15 – TITLE NUMBER 2801200.....	34
PARCEL 16 – 60,000 GALLON FERTILIZER TANK.....	35

# Invitation for Offers

On April 28, 2017, Deloitte Restructuring Inc. ("**Deloitte**") was appointed as Liquidator (the "**Liquidator**") of Taylor Bros. Farm Ltd. ("**TBF**") and Edwin Potato Growers Ltd. ("**EPG**") (collectively the "**Companies**") pursuant to an Order of the Honorable Justice V. Toews of the Court of Queen's Bench for Manitoba (the "**Court**"). The Liquidator is offering for sale herein the assets of the Companies.

Sealed offers for the purchase of the assets of the Companies will be received by Deloitte, in its capacity as Liquidator of TBF and EPG, until **5:00 p.m. (CST) on Friday, March 2, 2018**. Deloitte is accepting offers on the land and improvements thereon (the "**Land**") as well as on a 60,000 gallon stainless steel fertilizer tank (the "**Tank**") (collectively the "**Assets**").

The Companies were engaged in the business of leasing farmland near Portage la Prairie, Manitoba. The Land held by the Companies is summarized as follows:

Location	Title Number	Municipality	Acres
NE 31-10-8W	2328200	Portage la Prairie	152.92
NW 31-10-8W / 47052 Road 60N	2328200	Portage la Prairie	157.64
SE 31-10-8W	2328200	Portage la Prairie	66.15
SW 31-10-8W	2328200	Portage la Prairie	74.61
NE 4-11-8W	2571225	Portage la Prairie	69.91
SE 4-11-8W	2571225	Portage la Prairie	108.25
NW 4-11-8W	2571228	Portage la Prairie	160.00
SW 4-11-8W	2571228	Portage la Prairie	136.24
NE 8-11-8W	2571229	Portage la Prairie	80.34
NW 8-11-8W	2571232	Portage la Prairie	160.69
SE 17-11-8W	2571230	Portage la Prairie	144.78
SW 17-11-8W	2571230	Portage la Prairie	161.84
NE 18-11-8W / 47020 ROAD 63N	2427364	Portage la Prairie	160.00
NE 13-10-9W	1549193	North Norfolk	149.90
NE 36-10-9W	2328202	North Norfolk	165.46
NW 36-10-9W	2328201	North Norfolk	165.18
SE 11-11-9W	1488714	North Norfolk	155.00
SW 11-11-9W	1488712	North Norfolk	160.00
NE 12-11-9W	2801198	North Norfolk	154.09
NW 12-11-9W	2801202	North Norfolk	160.00
SW 13-11-9W	2801200	North Norfolk	160.00
<b>Total</b>			<b>2,903.00</b>

Further details on the Assets can be found in the parcel descriptions included in this sales and information package (the "**Sales and Information Package**").

This Sales and Information Package is not intended for general circulation or publication, nor is it to be reproduced or used for any purpose other than that outlined herein. The Liquidator does not assume responsibility or liability for losses occasioned to any parties as a result of the circulation, publication, reproduction, or use of this Sales and Information Package.

The information provided herein was obtained from the books and records of the Companies and information compiled since Deloitte’s appointment as Liquidator. The information is being provided for the sole use of prospective purchasers in considering their interest in acquiring any or all of the Assets of the Companies and does not purport to contain all of the information that a prospective purchaser may require. Prospective purchasers should conduct their own investigations and due diligence on the Assets and the information contained in this Sales and Information Package. The Liquidator specifically notes that it has not independently verified or audited any of the information contained herein. The Liquidator provides no representation or warranty as to the accuracy or completeness of the information contained in this Sales and Information Package and shall have no liability for any representations expressed or implied herein, or for any omissions from this Sales and Information Package or for any other written or oral communication transmitted to prospective purchasers in the course of their evaluation of the Assets. Under no circumstances shall any of Companies’ employees or former employees be contacted directly or indirectly by any potential bidder: (i) to answer any questions regarding the possible acquisition of all or part of the Assets; or (ii) to request additional information.

The Assets are being offered for sale on an “as is, where is” basis. The Liquidator makes no representations, expressed or implied, as to the description, condition, size, quantity, or value. Any purchaser will be asked as a condition of sale to sign an acknowledgement that they have inspected and satisfied themselves as to the condition of the Assets.

The Terms and Conditions of Sale are detailed later in this Sales and Information Package along with the following key dates for the process:

<b>Event</b>	<b>Timing</b>
Asset viewings	By appointment between January 10, 2018 through March 2, 2018
Offer deadline	5:00 p.m. CST on March 2, 2018
Closing date	On or before 15 days after the date of a vesting order by the Court or such other date as agreed to by the Liquidator and the Purchaser.

The highest or any offer need not be accepted by the Liquidator. Offers shall be subject to the Terms and Conditions of Sale which shall be deemed to form part of the offer.

To make an arrangement to view the Assets, please contact John Fritz by phone at 204-944-3586 or by email at [jofritz@deloitte.ca](mailto:jofritz@deloitte.ca).

# Terms and Conditions of Sale

Deloitte Restructuring Inc., in its capacity as Court Appointed Liquidator (the "**Liquidator**") of Taylor Bros. Farm Ltd. ("**TBF**") and Edwin Potato Growers Ltd. ("**EPG**") (collectively the "**Companies**") and not in its personal capacity, is offering for sale herein the assets of the Companies (the "**Assets**") on the following terms and conditions:

## Offers

1. The Assets are being offered for sale on an "as is, where is" without recourse basis and with no representations or warranties from the Liquidator or any other party as to title, encumbrances, description, fitness for use, condition (environmental or otherwise), defect (patent or latent), collectability, merchantability, quantity, quality, value or the validity, invalidity, or enforceability of any patent, copyright or trademark right, or any other matter or thing whatsoever, either stated or implied.
2. All offers made for all, or a portion of, the Assets (the "**Offers**") must be submitted by completing the form of Offer to Purchase attached hereto. Sealed envelopes marked "**OFFER – TBF AND EPG**" shall be delivered or mailed, postage prepaid, to the Liquidator at 360 Main Street, Suite 2300, Winnipeg, Manitoba R3C 3Z3 Attention John Fritz so as to be in its hands by **5:00 p.m. (CST) on Friday, March 2, 2018** (the "**Offer Deadline**"). Offers that do not strictly comply with these Terms and Conditions of Sale may, at the absolute discretion of the Liquidator, be rejected for that reason alone.
3. All Offers must be accompanied by a bank draft or certified cheque, in each case drawn on a Canadian Chartered Bank or Credit Union, payable to "Deloitte Restructuring Inc., in Trust", in an amount equal to twenty percent (20%) of the offered purchase price for the Assets (the "**Deposit**").
4. The Assets have been segregated into the following parcels and are more particularly described in the asset parcel sections of the Sales and Information Package:

Parcel #	Title Number/Description	Location(s)	Acres
Parcel 1	2328200	NE 31-10-8W	152.92
	2328200	NW 31-10-8W / 47052 Road 60N	157.64
	2328200	SE 31-10-8W	66.15
	2328200	SW 31-10-8W	74.61
Parcel 2	2571225	NE 4-11-8W	69.91
	2571225	SE 4-11-8W	108.25
Parcel 3	2571228	NW 4-11-8W	160.00
	2571228	SW 4-11-8W	136.24
Parcel 4	2571229	NE 8-11-8W	80.34
Parcel 5	2571232	NW 8-11-8W	160.69
Parcel 6	2571230	SE 17-11-8W	144.78
	2571230	SW 17-11-8W	161.84
Parcel 7	2427364	NE 18-11-8W / 47020 ROAD 63N	160.00
Parcel 8	1549193	NE 13-10-9W	149.90
Parcel 9	2328202	NE 36-10-9W	165.46
Parcel 10	2328201	NW 36-10-9W	165.18
Parcel 11	1488714	SE 11-11-9W	155.00
Parcel 12	1488712	SW 11-11-9W	160.00
Parcel 13	2801198	NE 12-11-9W	154.09
Parcel 14	2801202	NW 12-11-9W	160.00
Parcel 15	2801200	SW 13-11-9W	160.00
Parcel 16	60,000 Gallon Fertilizer Tank	NE 18-11-8W / 47020 ROAD 63N	-
<b>Total</b>			<b>2,903.00</b>



Offers can be made en bloc (i.e. for all parcels together) or on an individual parcel basis, but en bloc Offers must stipulate a separate price for each parcel. Offers submitted for more than one parcel will be considered as a separate Offer for each parcel unless the offer specifically states that the acceptance of one parcel is conditional upon the acceptance of offers for one or more parcels.

5. Each party making an offer (the “**Offeror**”) must rely on its own judgment, inspection and investigation of the Assets. Each Offeror acknowledges and agrees that it has had a full opportunity to conduct, and has conducted, such tests, examinations, inspections, and investigations as it deems necessary or advisable to fully acquaint itself with the Assets, their title, fitness for particular purpose, location, existence, condition, quality, quantity, merchantability, suitability for intended purpose and with any other attributes that the Offeror considers relevant.
6. Proposals from auctioneers to auction, and realtors to sell, any of the parcels on behalf of the Liquidator will be considered by the Liquidator and accepted or rejected (in its sole discretion).
7. Viewing of the Assets will be by appointment only. Appointments can be made by contacting John Fritz by phone at 204-944-3586 or by email at [jofritz@deloitte.ca](mailto:jofritz@deloitte.ca) at the offices of the Liquidator. Viewing of the Assets is scheduled between January 10, 2018 and March 2, 2018.
8. The submission of any Offer to the Liquidator shall constitute an acknowledgement and an acceptance by the Offeror of the terms of the Offer to Purchase, and the Terms and Conditions of Sale.
9. Offerors will have until the expiration of the Offer Deadline to proceed with further due diligence.
10. Each Offeror acknowledges that it has had the opportunity to consult with, and has consulted with, its own independent legal counsel prior to making the Offer.
11. Any Offer accepted by the Liquidator will be subject to approval by the Court of Queen’s Bench for Manitoba (the “**Court**”). The Order respecting Court approval shall be in a format acceptable to the Liquidator.

### **Sales Process**

12. The Liquidator reserves the right to amend or terminate this sales process, or to withdraw from this sales process or amend the description within this sale process of any of the Assets, at any time, at its sole discretion. With respect to any withdrawal or amendment, the sole obligation of the Liquidator to the Offeror shall be to inform the Offeror of the withdrawal or amendment. With respect to the termination of the sales process, the sole obligation of the Liquidator to the Offeror shall be to return any Deposit it has received without interest or deduction.

### **Acceptance of Offers**

13. The Liquidator shall be entitled (but not required) to accept Offers prior to the Offer Deadline.
14. Each Offeror acknowledges that the Liquidator is not obligated to accept any Offer and that the highest (or any) Offer need not necessarily be accepted. The Liquidator reserves the right to reject any or all Offers without explanation.
15. After receipt of the Offers, the Liquidator may, in its sole discretion, negotiate with any Offeror to seek clarification and negotiate further with any Offeror in respect of any Offer. The Liquidator shall not be obliged to negotiate with any Offeror or give any Offeror the opportunity to resubmit an Offer, whether or not the Liquidator negotiates with other Offeror(s).
16. Upon submission of an Offer to the Liquidator, no Offeror shall be entitled to retract, withdraw, vary or amend the Offer prior to acceptance or rejection thereof by the Liquidator, without the prior written consent of the Liquidator.

17. Deposits accompanying Offers that are not accepted by the Liquidator shall be returned without interest thereon by prepaid registered mail or courier to the unsuccessful Offeror at the address set forth in the Offer.
18. Upon the acceptance of an Offer in writing by the Liquidator:
  - a. the Liquidator will apply to the Court for a Sale Approval and Vesting Order, in a form acceptable to the Liquidator which will, amongst other things, vest title to the purchased assets (the "**Purchased Assets**") in the Purchaser free and clear of any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, or otherwise.
  - b. the closing date shall be established as on or before 15 days after the date of the granting of the vesting order by the Court or such other date as agreed to by the Liquidator and the Offeror (the "**Closing Date**").
  - c. the Deposit made by the Purchaser shall be non-refundable, except as set out herein.
19. If the sale contemplated is completed, the Purchaser's Deposit will be applied, without interest, against the purchase price.
20. If an Offer is accepted by the Liquidator, but the sale of the Purchased Assets is not completed as a result of any act or omission on the part of the Purchaser, the Purchaser's Deposit shall be forfeited to the Liquidator as a genuine pre-estimate of liquidated damages and not as a penalty. Furthermore, the Liquidator shall be entitled to pursue all of its rights and remedies against the Purchaser.
21. The Purchased Assets shall remain at the risk of the Liquidator until the Closing Date. The Purchased Assets thereafter shall be at the risk of the Purchaser. Until the closing, the Liquidator shall hold all insurance policies or proceeds thereof in trust for the parties as their interests may appear and, in the event of substantial damage to the Purchased Assets, the Purchaser may either have the net proceeds of the insurance and complete the transaction or may cancel the transaction and have all monies theretofore paid returned without interest, cost or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obliged to complete the transaction and be entitled to the net proceeds of insurance referenced to such damage.
22. The Offeror shall cause to be paid and delivered to the Liquidator on the Closing Date the offered purchase price plus any applicable goods and services tax and any other applicable taxes. These amounts shall be paid to the Liquidator on the Closing Date by certified cheque, bank draft or wire, in each case drawn on a Canadian Chartered Bank or Credit Union by the Purchaser. After payment the Purchaser shall take delivery and possession of the Purchased Assets on an "as is and where is" basis on the Closing Date, without recourse to the Liquidator or its respective employees, servants and agents.
23. The Purchased Assets shall be as they exist on the Closing Date with no adjustments to be allowed to the Purchaser for changes in condition, qualities or quantities from the date of viewing to the Closing Date. The Purchaser acknowledges and agrees that the Liquidator shall not be required to inspect the Purchased Assets or any part thereof and the Purchaser shall be deemed at its own expense to have relied entirely on its own inspection and investigation of the Assets.
24. The Purchaser acknowledges that no warranties or conditions, express or implied, pursuant to *The Sale of Goods Act* (Manitoba) or similar legislation in other jurisdictions have been made to or relied upon by the Purchaser and all of the same are hereby waived by the Purchaser.

25. The Purchaser agrees that all the insurance maintained by the Liquidator in respect of the subject Assets shall be cancelled on the Closing Date and that the Purchaser shall be responsible for placing its own insurance thereafter.
26. The Purchaser shall indemnify the Liquidator and hold the Liquidator harmless against and from all losses, costs, damages and expenses which the Liquidator may sustain, incur or be or become liable for by reason of or arising from any operations of the Purchaser in relation to any Assets.
27. At the Closing Date, the Purchaser shall be entitled to such deeds or assignments as may be considered necessary by the Liquidator to convey the Purchased Assets to the Purchaser provided that the Purchaser shall remain liable notwithstanding any assignment thereof by the Purchaser. Any such deeds or assignments shall contain only a release of the Liquidator's interest in the Assets and shall not contain any covenant other than a covenant that the Liquidator has not done any act to encumber the Assets. The Liquidator shall not be required to produce any abstract of title, title deeds or documents thereof or any evidence as to title, other than those in its possession.
28. If Court approval of the sale transaction in a form satisfactory to the Liquidator is not obtained, neither the Purchaser nor the Liquidator will be obligated to complete the contemplated purchase and the Deposit accompanying the Offer shall be returned to the Purchaser without interest as soon as reasonably practicable.
29. The Offeror and the Liquidator agree to do all such further acts and execute all such further documents and instruments as may reasonably be necessary or convenient to give full effect to the sale of the Assets.

#### **General**

30. Deloitte Restructuring Inc. is acting solely in its capacity as Liquidator of the Companies, and not in its personal capacity, and Deloitte Restructuring Inc. (and its employees, servants and agents) shall have no liability whatsoever in any way related to the Sales and Information Package, any advertising of the Assets for sale, the Offer to Purchase, the Terms and Conditions of Sale, or in any way related to the Assets (as these terms are defined herein), whether in contract, in tort, under statute or otherwise.
31. All stipulations as to time are strictly of the essence.
32. The Sales and Information Package, the Offer to Purchase, and the Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the Province of Manitoba and the Offeror irrevocably attorns to the jurisdiction of the Court of Queen's Bench of Manitoba, Judicial District of Winnipeg.

DATED at Winnipeg, Manitoba this 10<sup>th</sup> day of January, 2018.

#### **DELOITTE RESTRUCTURING INC.,**

In its capacity as Liquidator of  
Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd.  
and not in its personal capacity.

360 Main Street  
Suite 2300  
Winnipeg, MB R3C 3Z3

Tel.: 204-944-3586  
Fax: 204-947-2689

# Schedule A

**Deloitte Restructuring Inc., Liquidator**  
**Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd.**

**OFFER TO PURCHASE**

**TO: DELOITTE RESTRUCTURING INC.,  
 LIQUIDATOR OF TAYLOR BROS. FARM LTD. AND EDWIN POTATO GROWERS LTD.**  
 360 Main Street  
 Suite 2300  
 Winnipeg, MB R3C 3Z3

**Attention: John R. Fritz**

1. Name of Offeror: \_\_\_\_\_
2. Address of Offeror: \_\_\_\_\_
3. Telephone and fax: \_\_\_\_\_
4. E-mail address: \_\_\_\_\_

The undersigned acknowledges having received and reviewed the Terms and Conditions of Sale (“**Terms and Conditions**”) pertaining to the sale of the assets of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., that the Offeror has inspected and satisfied themselves as to the condition of the assets, and that this offer is submitted pursuant to the said Terms and Conditions and the undersigned agrees to be bound thereby as if the same were set out herein as part of this offer.

The undersigned hereby acknowledges and agrees that this offer is not subject to any conditions precedent, and should it be the successful Offeror, the Offeror agrees to execute an asset purchase agreement in a form acceptable to the Liquidator, if required.

<b><i>En bloc</i></b>	<b><i>Offer in Canadian dollars (excluding any applicable taxes)</i></b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b><i>Parcel 1 – Title Number 2328200</i></b>	<b><i>Offer in Canadian dollars (excluding any applicable taxes)</i></b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b><i>Parcel 2 – Title Number 2571225</i></b>	<b><i>Offer in Canadian dollars (excluding any applicable taxes)</i></b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 3 – Title Number 2571228</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 4 – Title Number 2571229</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 5 – Title Number 2571232</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 6 – Title Number 2571230</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 7 – Title Number 2427364</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 8 – Title Number 1549193</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 9 – Title Number 2328202</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 10 – Title Number 2328201</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 11 – Title Number 1488714</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 12 – Title Number 1488712</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 13 – Title Number 2801198</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 14 – Title Number 2801202</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 15 – Title Number 2801200</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

<b>Parcel 16 – 60,000 Gallon Fertilizer Tank</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
Offer Price	\$
Deposit enclosed (20%)*	\$

\* All deposits must be made by certified cheque or bank draft payable to "Deloitte Restructuring Inc., in Trust".

Please confirm, by ticking the appropriate box below, if the offer is contingent upon the Liquidator accepting all of the above Parcels included in the offer.

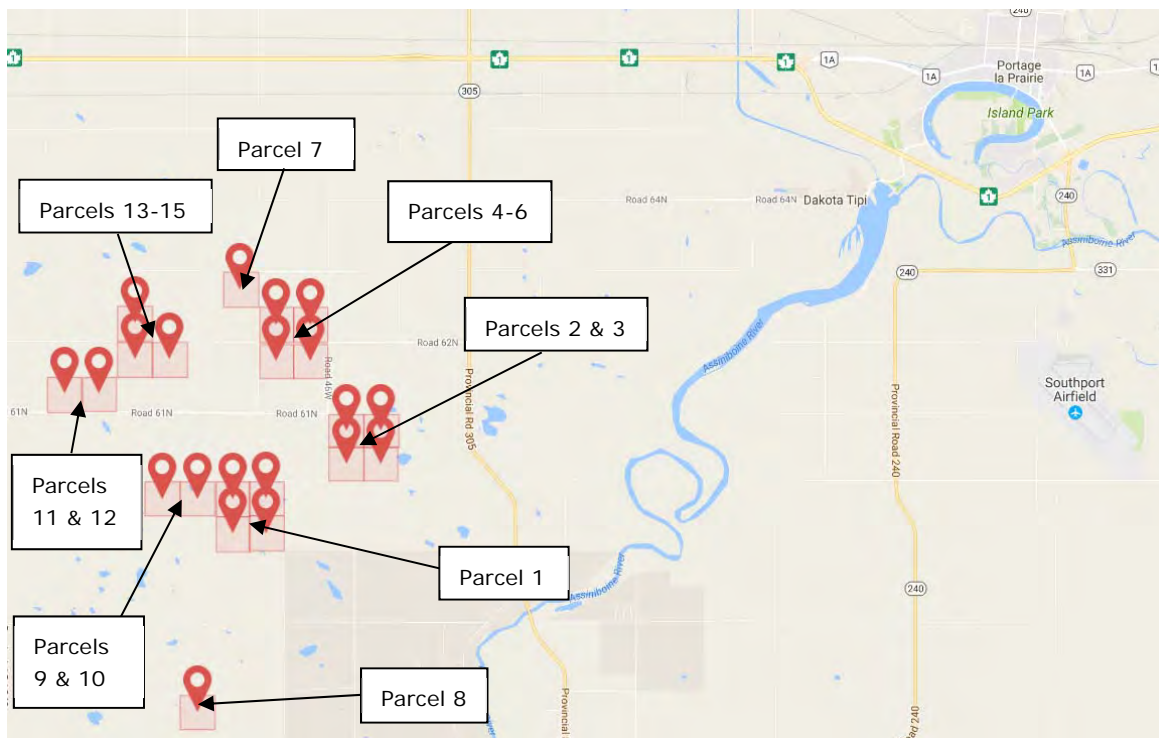
No, the above offer is not contingent upon the Liquidator accepting the offer on all of the above Parcels bid on. As detailed in the Terms and Conditions, the Liquidator, at its sole option, may accept the offer in respect of any one or more Parcels, but not necessarily all of them.

Yes, the above offer is contingent upon the Liquidator accepting the offer on all of the above Parcels bid on. If the Liquidator does not accept the offer, the entire offer will be void.

**DATED** at the City of \_\_\_\_\_ in the Province of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Signature of Offeror: \_\_\_\_\_

# Land Parcel Overview



Features of the Land include:

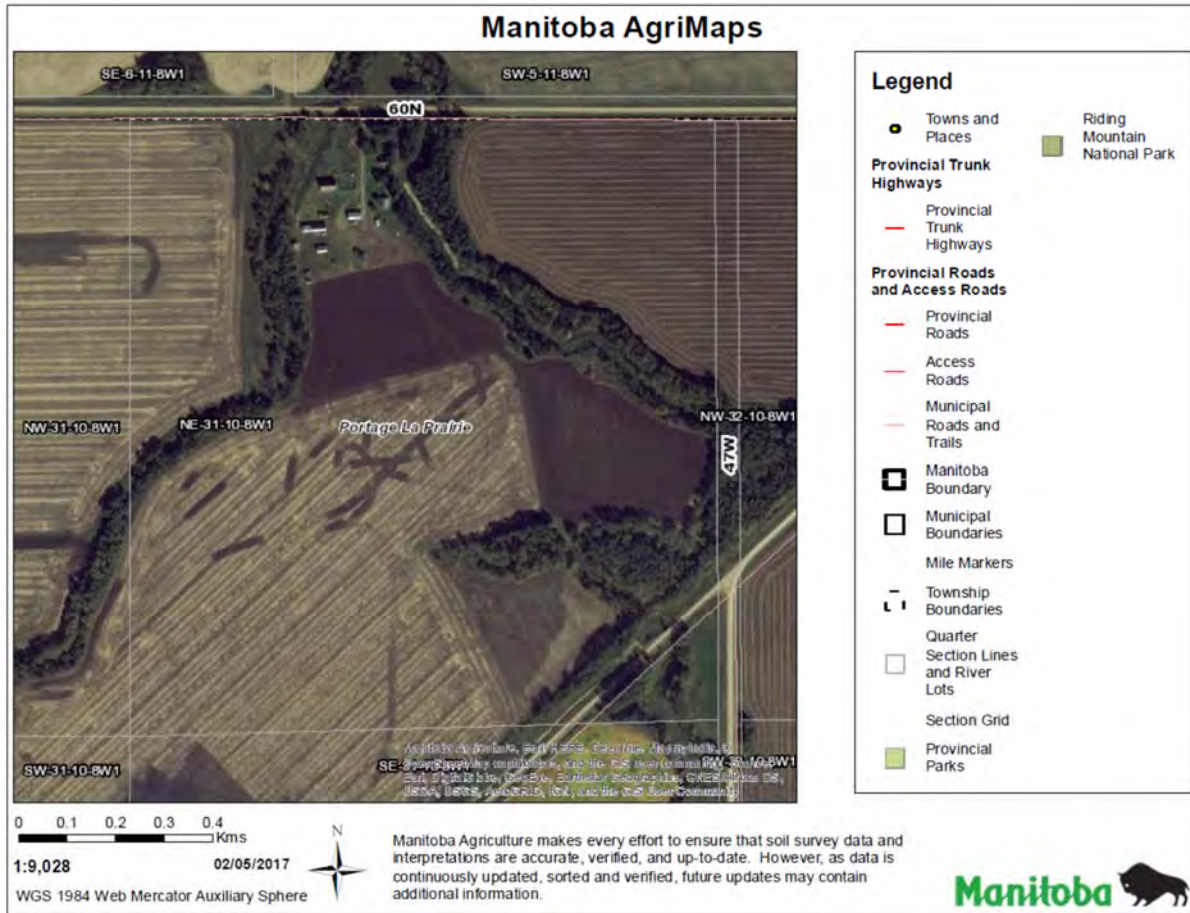
- Located within the Rural Municipalities of Portage la Prairie and North Norfolk within an approximately 30 kilometer radius of the city of Portage la Prairie, Manitoba.
- Generally experiences:
  - 120 average frost free days;
  - 1640 degree days above 5.5 degrees Celsius between May 1<sup>st</sup> and September 30<sup>th</sup>;
  - Relative water deficit between May 1<sup>st</sup> and August 15<sup>th</sup> is 125mm; and
  - Major crop production limitation is excess water, secondary to drought.
- The majority of the land is cultivated/arable acres with the exception of two electrically serviced yard sites (located in Parcels 1 and 7 further described below).
- Zoned as agricultural.
- Access via all-weather graveled municipal roads containing approaches; drainage ditches have been installed in the area to mitigate excess water.
- Primarily comprised of Almassippi Very Fine and Fine Sandy Loams soil.
- A shareholder of the Companies has indicated that the Land is suitable for potato production and that earnest efforts have been made to ensure that the chemicals applied conform to potato production.

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.



# Parcel 1 – Title Number 2328200

**NE 31-10-8W**



Municipality	Portage la Prairie
Total acres	152.92
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 64.24 acres: Almassippi/Fine Sandy Loam</li> <li>• 35.08 acres: Almassippi/Very Fine Sandy Loam</li> <li>• 22.23 acres: Gnadenthal/Very Fine Sandy Clay Loam</li> <li>• 1.97 acres: Almassippi/Very Fine Sandy Loam</li> <li>• 29.40 acres: Deep Draw Conservation Land</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>• 2015: Soy Beans</li> <li>• 2016: Canola</li> <li>• 2017: Soy Beans</li> </ul>
Roll #	541000.000
Tax assessment (2017)	\$457,900
Property taxes (2017)	\$3,382.47
Buildings	<ul style="list-style-type: none"> <li>• 1,120 sq. ft. wood frame residence (1966);</li> <li>• Cabin-type building;</li> <li>• Various ancillary outbuildings.</li> </ul>

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

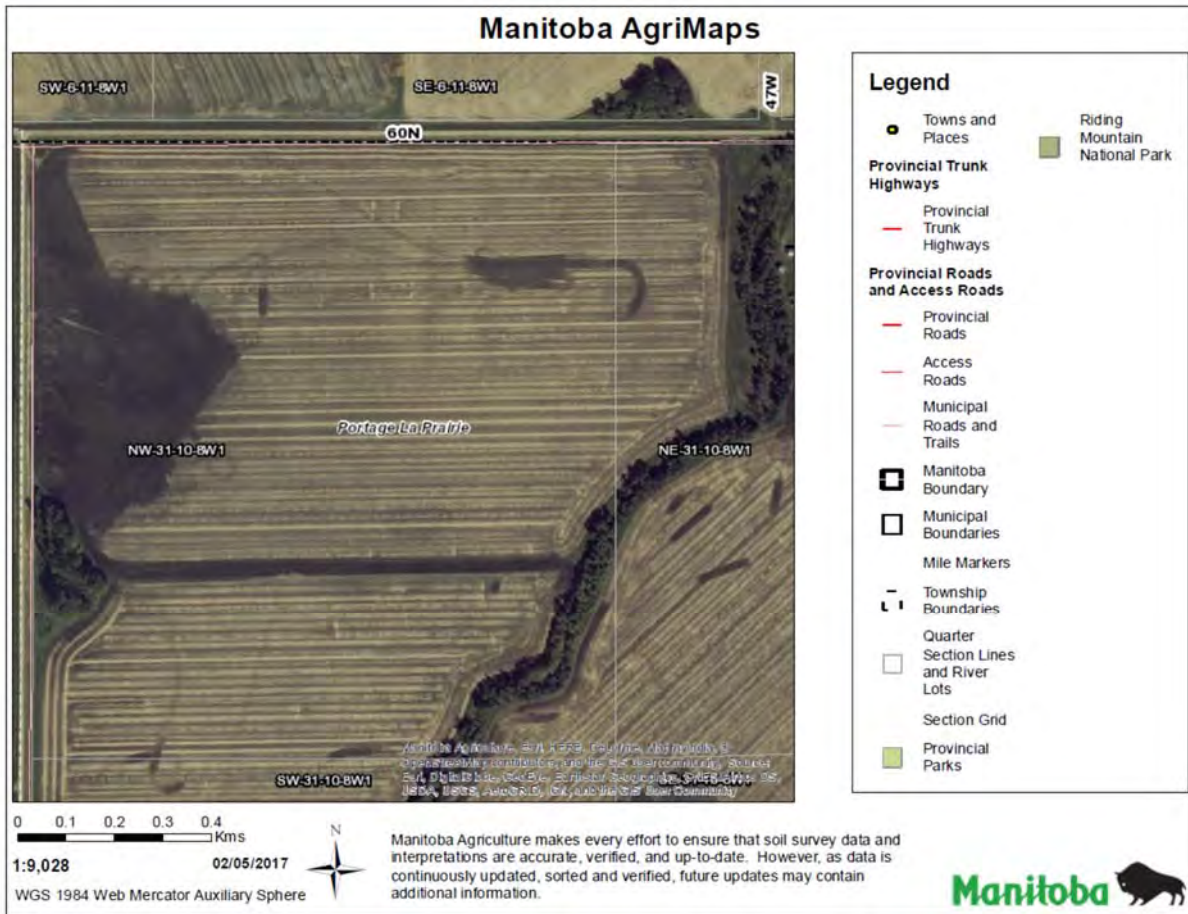
***Building photographs:***



Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.



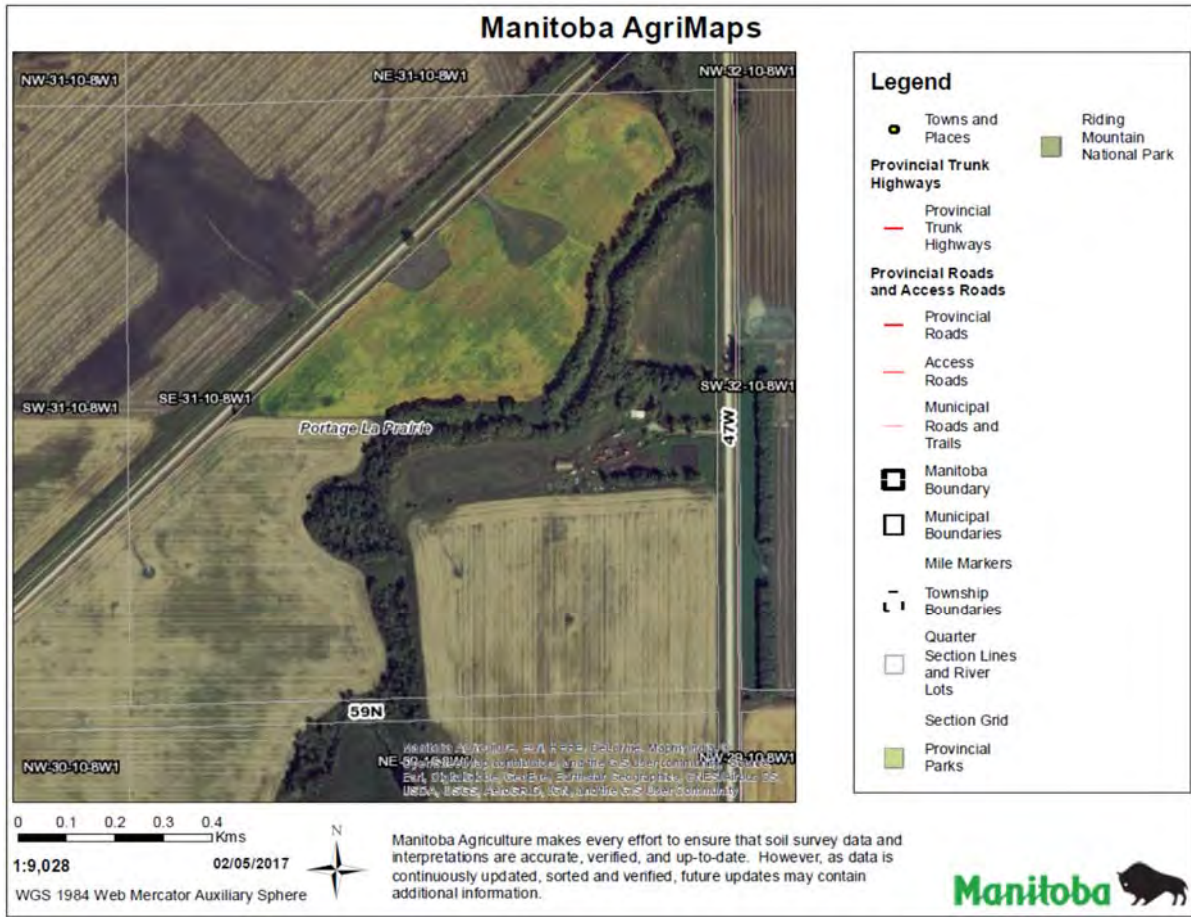
**NW 31-10-8W / 47052 Road 60N**



Municipality	Portage la Prairie
Total acres	157.64
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>● 101.30 acres: Almassippi/Very Fine Sandy Loam</li> <li>● 49.41 acres: Almassippi/Fine Sandy Loam</li> <li>● 6.93 acres: Deep Draw Conservation Land</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>● 2015: Soy Beans</li> <li>● 2016: Canola</li> <li>● 2017: Soy Beans</li> </ul>
Roll #	541100.000
Tax assessment (2017)	\$335,700
Property taxes (2017)	\$2,070.28

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

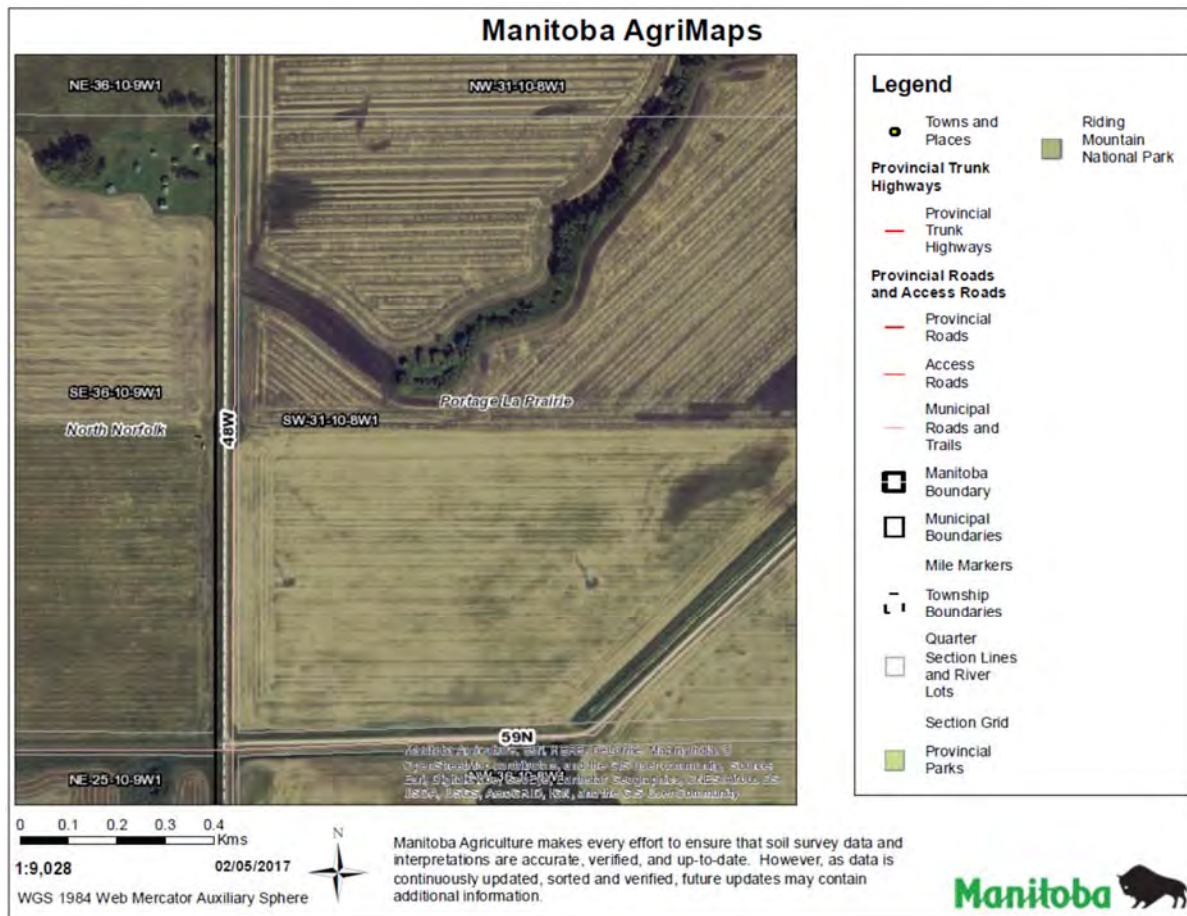
**SE 31-10-8W**



Municipality	Portage la Prairie
Total acres	66.15
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>59.30 acres: Almassippi/Very Fine Sandy Loam</li> <li>6.85 acres: Deep Draw Conservation Land</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>2015: Soy Beans</li> <li>2016: Canola</li> <li>2017: Soy Beans</li> </ul>
Roll #	541200.000
Tax assessment (2017)	\$149,700
Property taxes (2017)	\$958.22

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

SW 31-10-8W



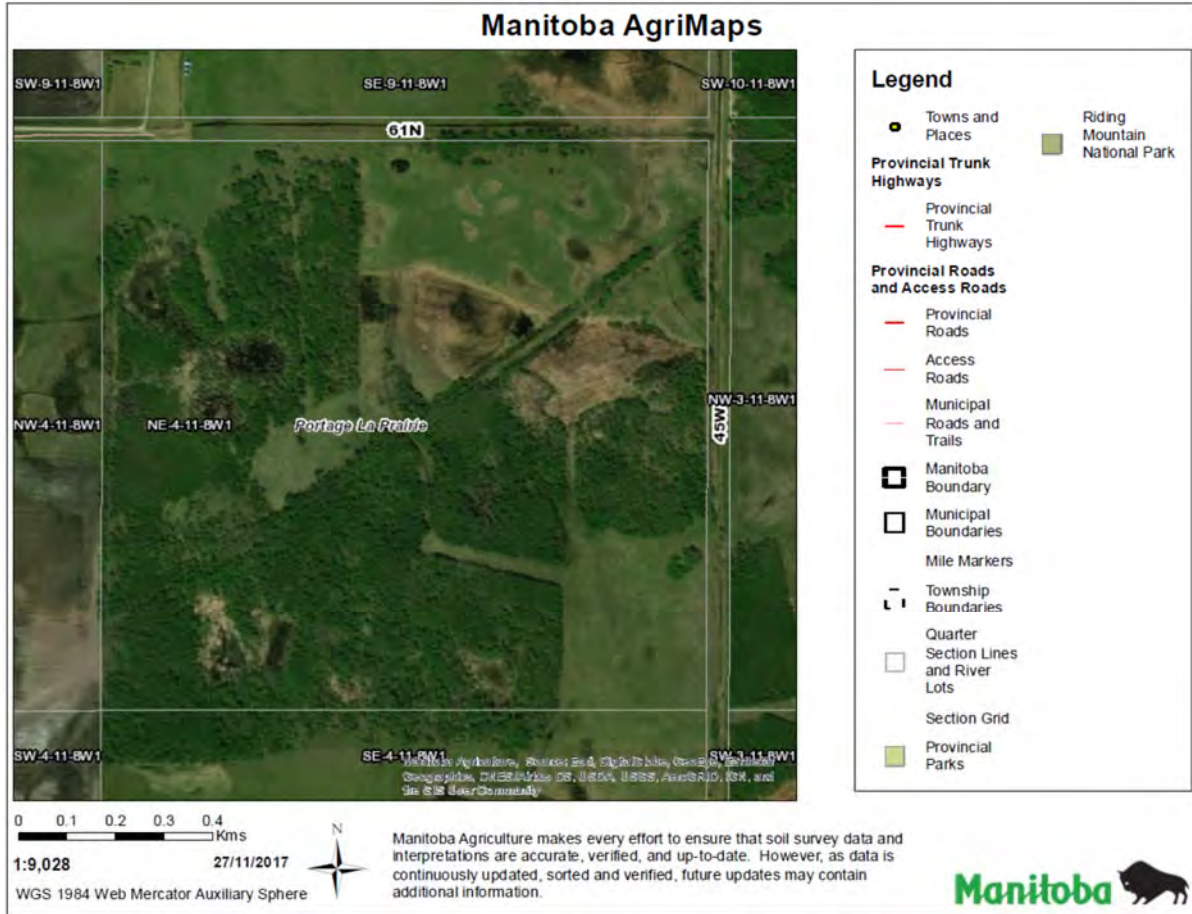
Municipality	Portage la Prairie
Total acres	74.61
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 60.53 acres: Almassippi/Very Fine Sandy Loam</li> <li>• 6.17 acres: Almassippi/Fine Sandy Loam</li> <li>• 7.91 acres: Deep Draw Conservation Land</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>• 2015: Soy Beans</li> <li>• 2016: Canola</li> <li>• 2017: Soy Beans</li> </ul>
Roll #	541500.000
Tax assessment (2017)	\$208,500
Property taxes (2017)	\$1,334.65

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.



# Parcel 2 – Title Number 2571225

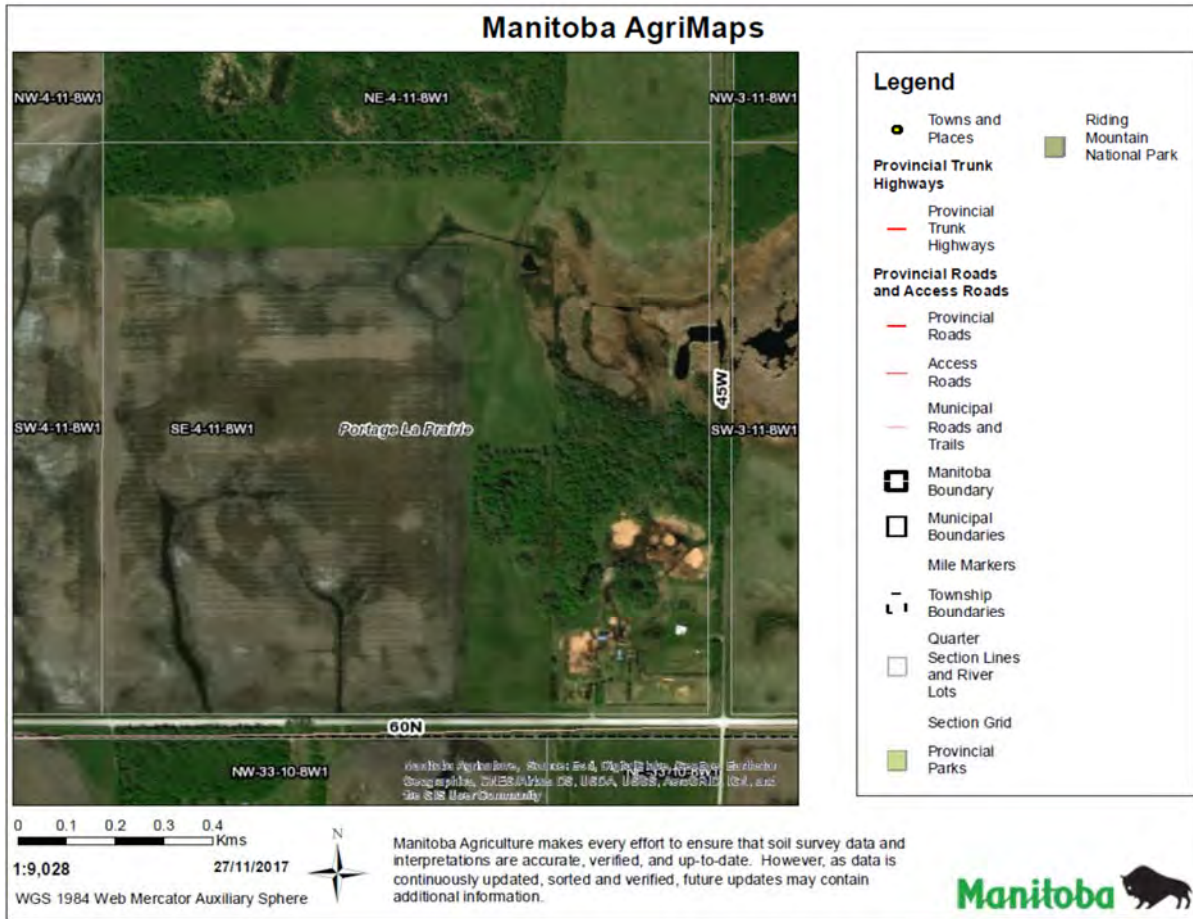
NE 4-11-8W



Municipality	Portage la Prairie
Total acres	69.91
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 14.82 acres: Almassippi/Loamy Very Fine Sand</li> <li>• 40.27 acres: Bush and Scrub Conservation Land</li> <li>• 14.82 acres: Slough Conservation Land</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>• 2015: White Pea Beans</li> <li>• 2016: Pinto Beans</li> <li>• 2017: Canola</li> </ul>
Roll #	561050.000
Tax assessment (2017)	\$30,400
Property taxes (2017)	\$187.39

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

**SE 4-11-8W**



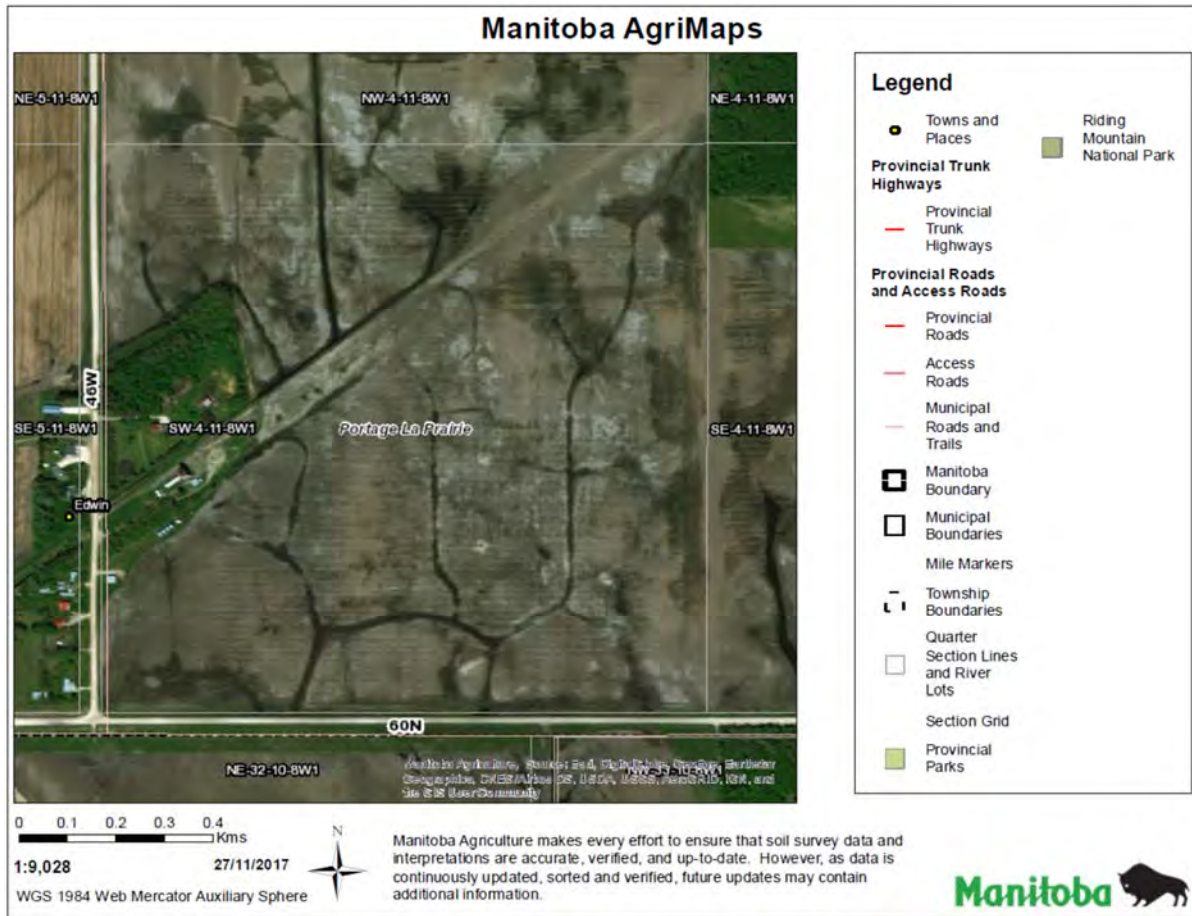
Municipality	Portage la Prairie
Total acres	108.25
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>61.77 acres: Almassippi/Loamy Very Fine Sand</li> <li>39.53 acres: Almassippi/Very Fine Sandy Loam</li> <li>4.48 acres: Bush and Scrub Conservation Land</li> <li>2.47 acres: Slough Conservation Land</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>2015: White Pea Beans</li> <li>2016: Pinto Beans</li> <li>2017: Canola</li> </ul>
Roll #	561200.000
Tax assessment (2017)	\$168,900
Property taxes (2017)	\$1,041.55

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.





**SW 4-11-8W**

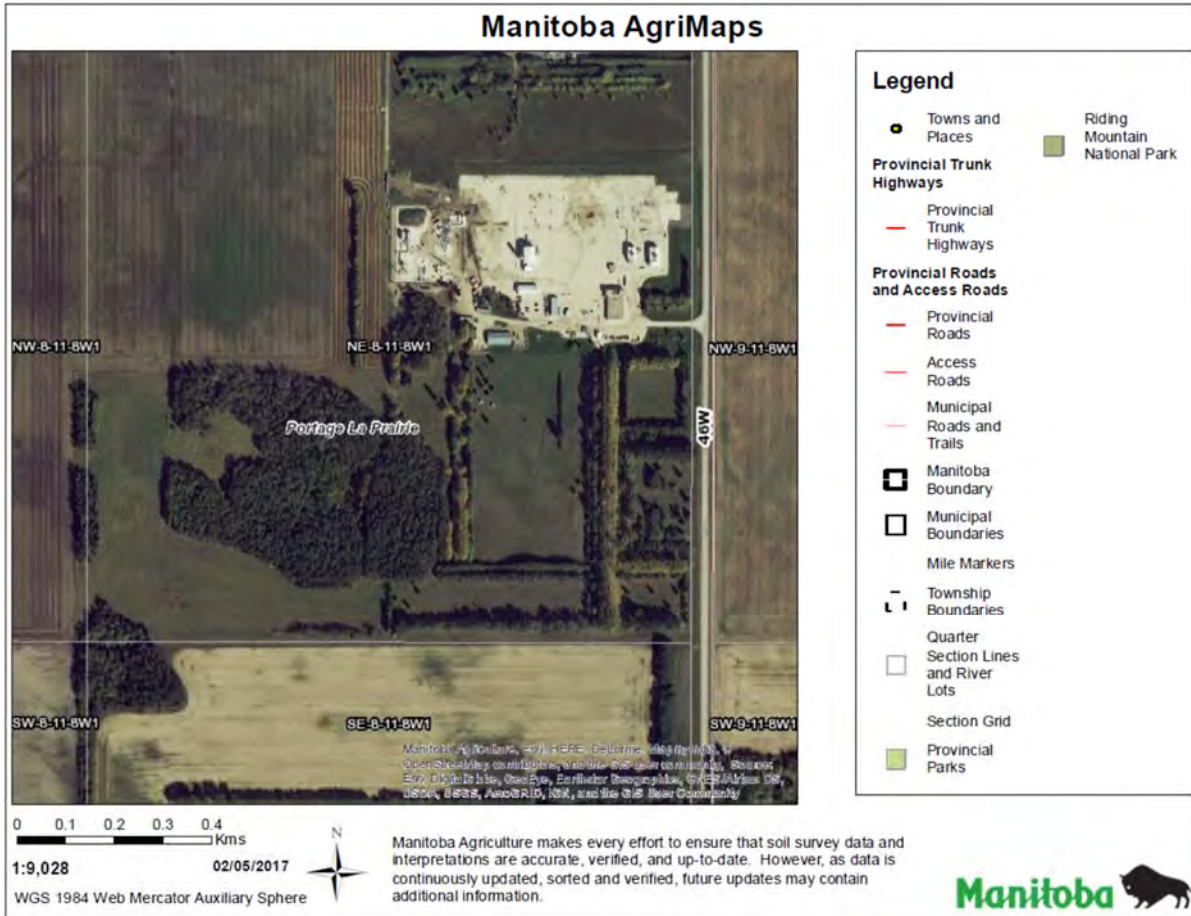


Municipality	Portage la Prairie
Total acres	136.24
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 83.01 acres: Gnadenthal/Very Fine Sandy Clay Loam</li> <li>• 45.00 acres: Almassippi/Very Fine Sandy Loam</li> <li>• 8.23 acres: Slough Conservation Land</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>• 2015: White Pea Beans</li> <li>• 2016: Pinto Beans</li> <li>• 2017: Canola</li> </ul>
Roll #	561300.000
Tax assessment (2017)	\$513,800
Property taxes (2017)	\$3,168.75

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

# Parcel 4 – Title Number 257229

NE 8-11-8W



Municipality	Portage la Prairie
Total acres	80.34
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 32.12 acres: Almassippi/Loamy Very Fine Sand</li> <li>• 28.46 acres: Almassippi/Fine Sandy Loam</li> <li>• 19.76 acres: Slough Conservation Land</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>• 2015: White Pea Beans</li> <li>• 2016: Pinto Beans</li> <li>• 2017: Canola</li> </ul>
Roll #	563600.000
Tax assessment (2017)	\$104,900
Property taxes (2017)	\$646.84

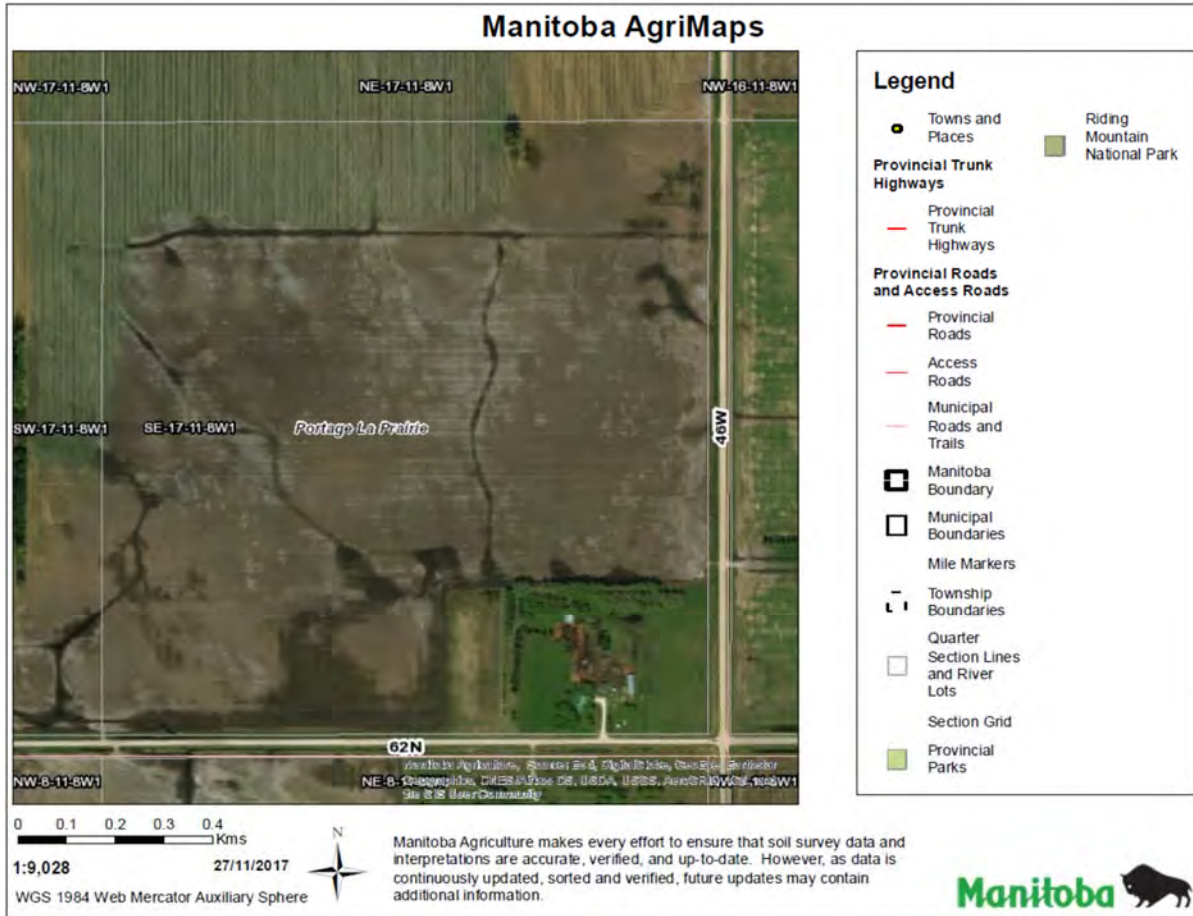
Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.





# Parcel 6 – Title Number 257230

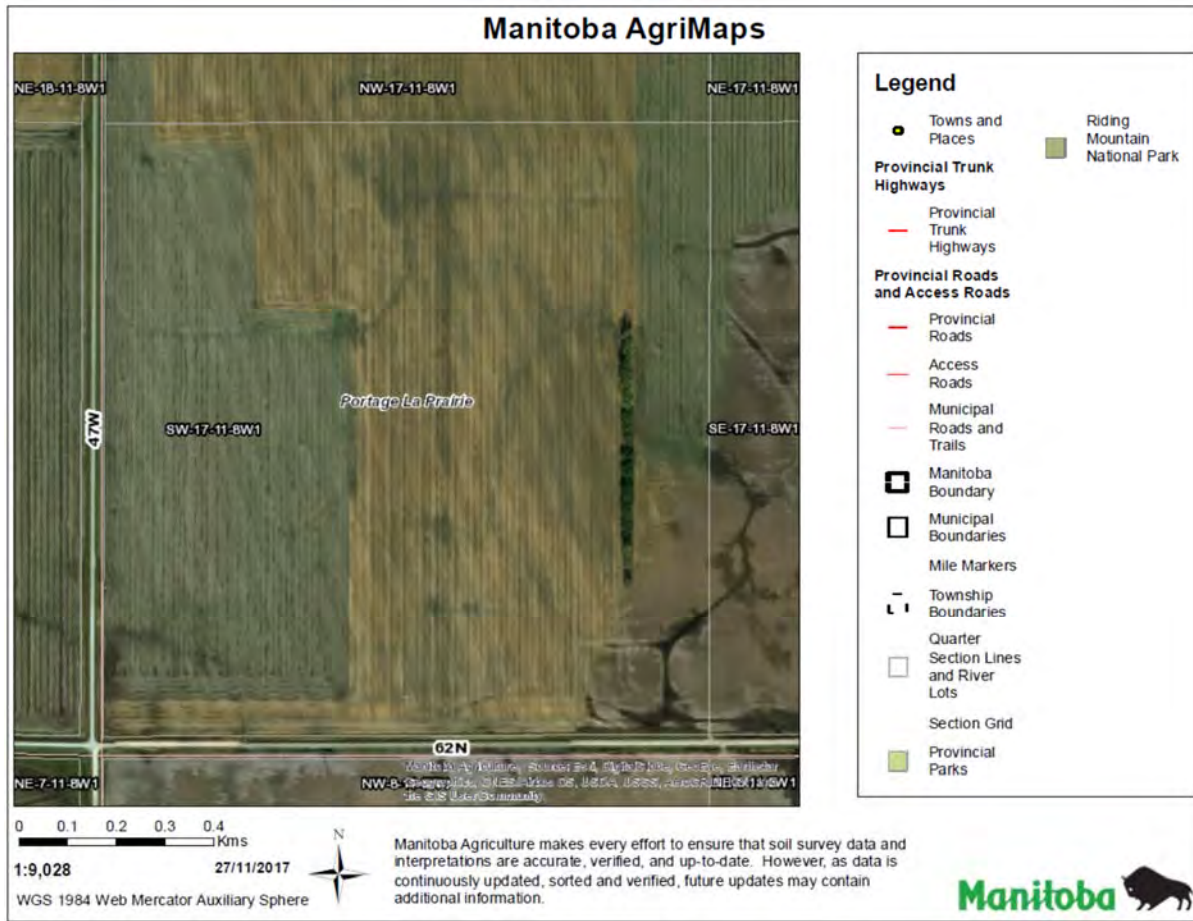
SE 17-11-8W



Municipality	Portage la Prairie
Total acres	144.78
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 76.59 acres: Almassippi/Very Fine Sandy Clay Loam</li> <li>• 56.83 acres: Almassippi/Fine Sandy Loam</li> <li>• 11.36 acres: Almassippi/Very Fine Sandy Loam</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>• 2015: Canola</li> <li>• 2016: White Kidney Beans</li> <li>• 2017: White Pea Beans</li> </ul>
Roll #	567950.000
Tax assessment (2017)	\$348,000
Property taxes (2017)	\$2,146.18

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

**SW 17-11-8W**

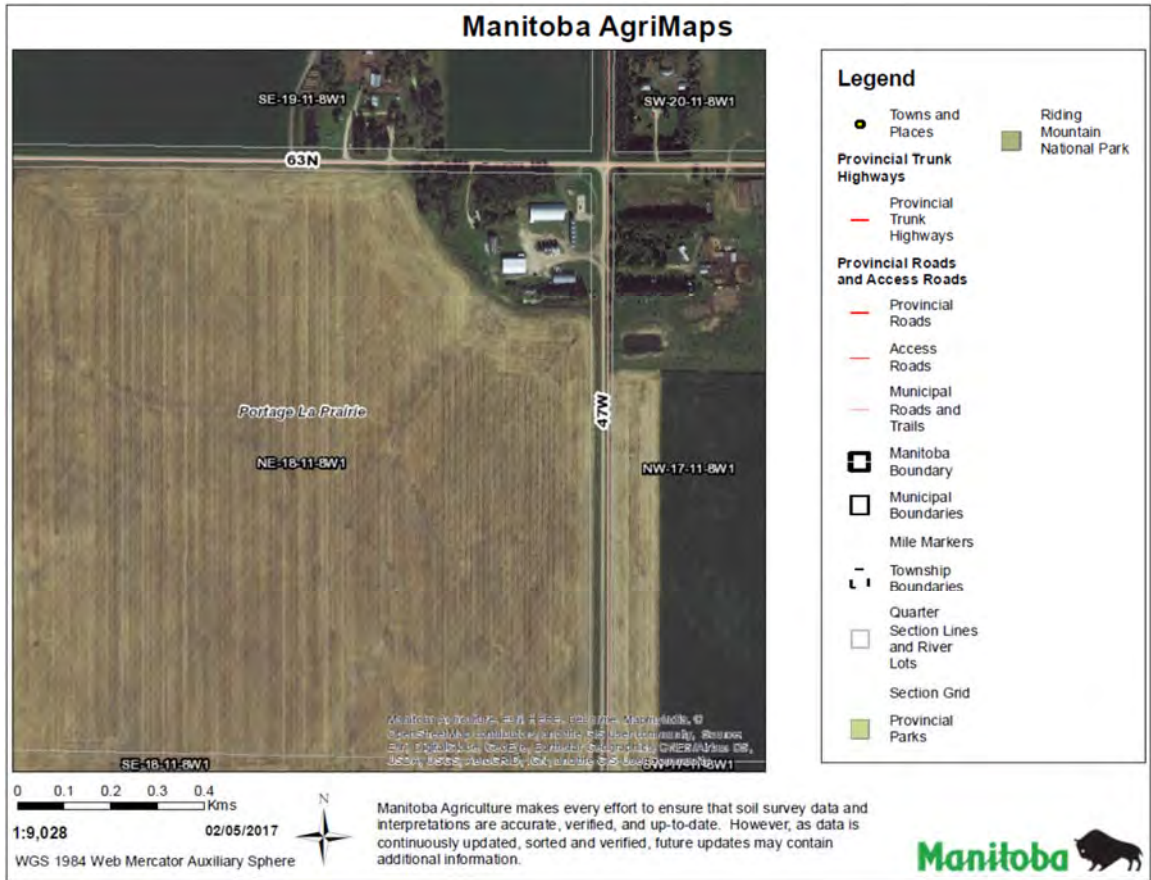


Municipality	Portage la Prairie
Total acres	161.84
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>65.49 acres: Neuhorst/Clay Loam</li> <li>44.47 acres: Almassippi/Very Fine Sandy Loam</li> <li>39.53 acres: Almassippi/Fine Sandy Loam</li> <li>12.35 acres: Almassippi/Very Fine Sandy Clay Loam</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>2015: Canola</li> <li>2016: White Kidney Beans</li> <li>2017: White Pea Beans</li> </ul>
Roll #	568000.000
Tax assessment (2017)	\$564,400
Property taxes (2017)	\$3,480.68

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

# Parcel 7 – Title Number 2427364

NE 18-11-8W / 47020 ROAD 63N



Municipality	Portage la Prairie
Total acres	160.00
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 71.00 acres: Almassippi/Fine Sandy Loam</li> <li>• 50.00 acres: Almassippi/Very Fine Sandy Clay Loam</li> <li>• 31.00 acres: Almassippi/Very Fine Sandy Loam</li> <li>• 8.00 acres: Neuhorst/Clay Loam</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>• 2015: Dark Red Kidney Beans</li> <li>• 2016: Small Red Mexican Beans</li> <li>• 2017: Canola</li> </ul>
Roll #	568100.000
Tax assessment (2017)	\$862,800
Property taxes (2017)	\$5,469.59
Buildings/storage	<ul style="list-style-type: none"> <li>• 60'x100' wood frame machine shop (1997);</li> <li>• 70'x164' steel frame potato storage building (1998);</li> <li>• 50'x100' arch ribbed metal frame storage shed (1989);</li> <li>• 6 – approximately 6,000 bushel capacity hopper bottom storage bins;</li> <li>• Approximate 30,000 gallon capacity liquid storage tank; and</li> <li>• Mobile home</li> </ul>
<p><b>**Note: Excludes 60,000 Gallon Fertilizer Tank sold as Parcel 16 herein**</b></p>	

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.



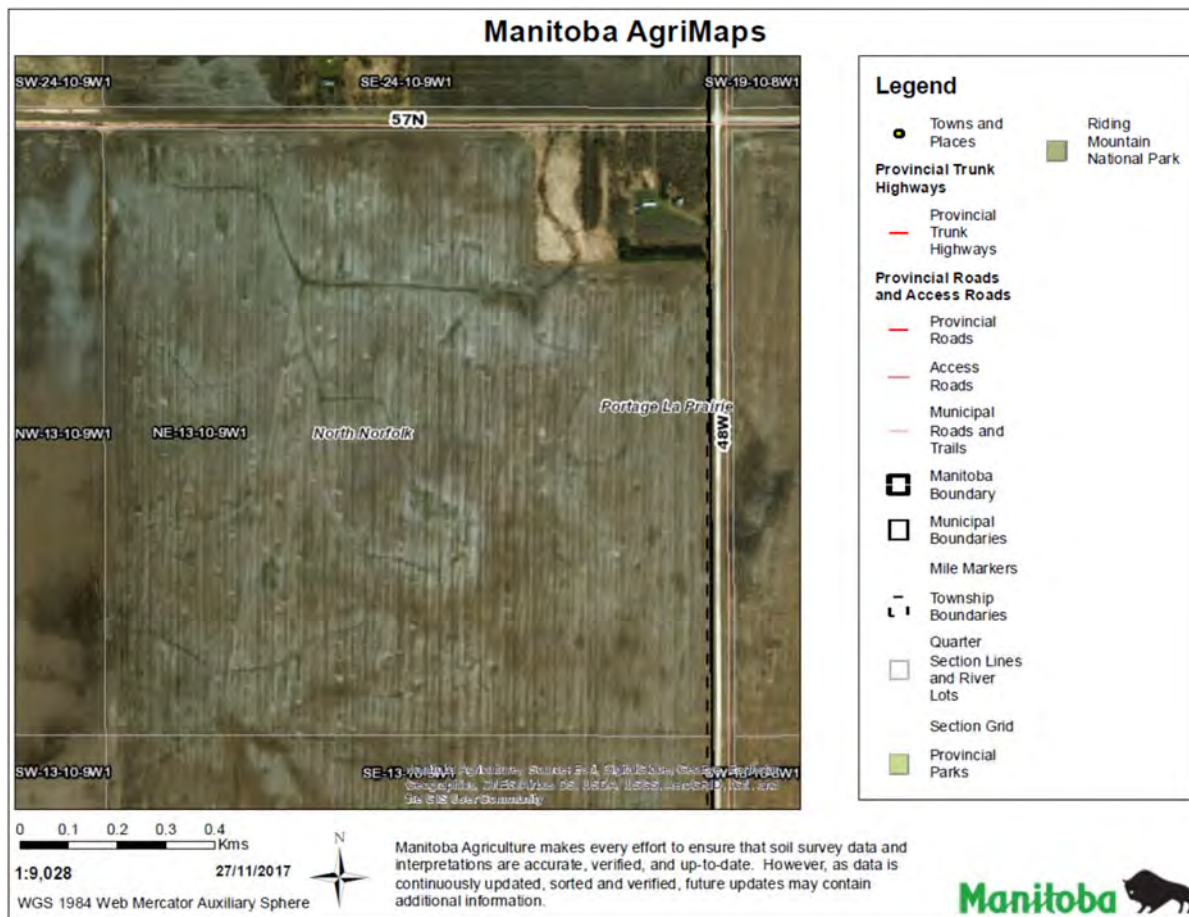
***Buildings/storage photographs:***



Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

# Parcel 8 – Title Number 1549193

NE 13-10-9W



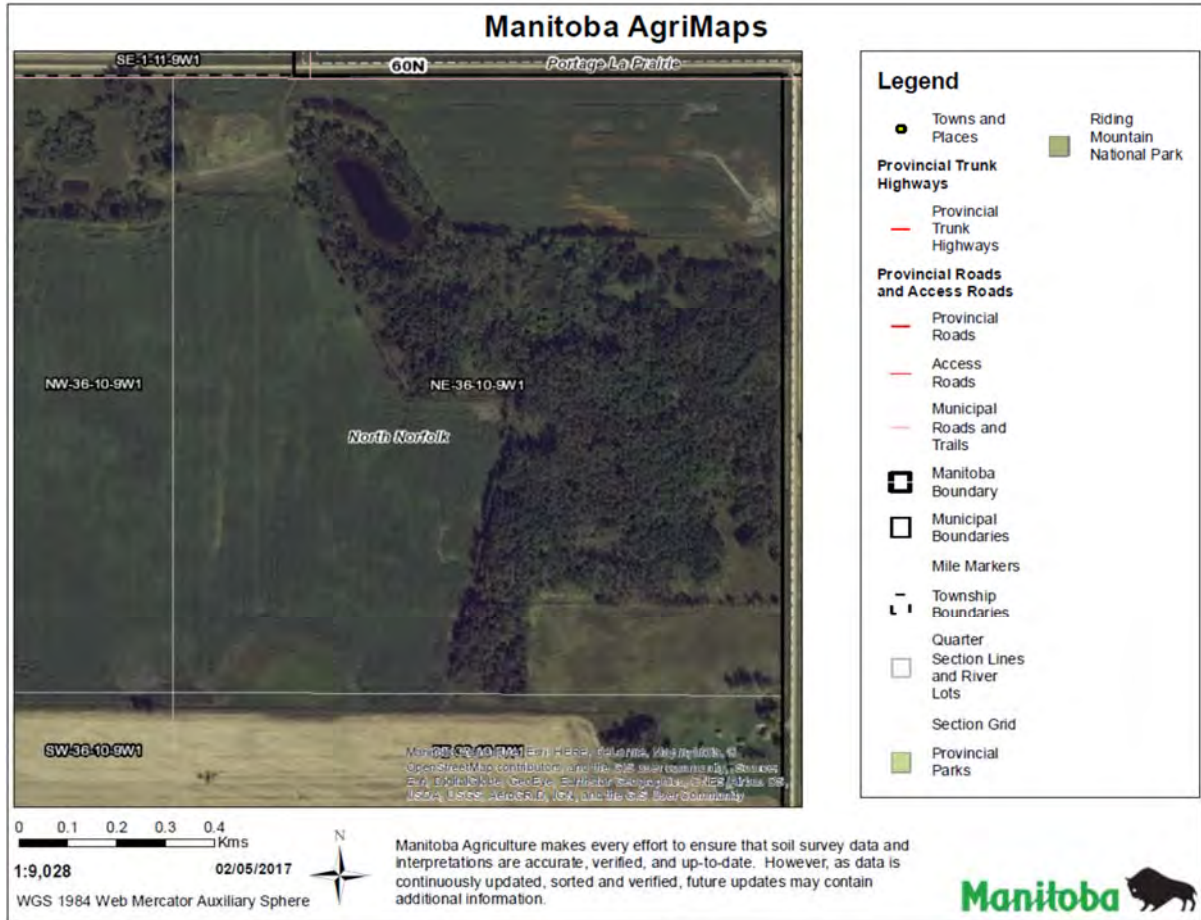
Municipality	North Norfolk
Total acres	149.90
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 84.00 acres: Almassippi/Fine Sandy Loam</li> <li>• 42.00 acres: Almassippi/Very Fine Sandy Clay Loam</li> <li>• 23.90 acres: Almassippi/Fine Sandy Loam</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>• 2015: Dark Red Kidney Beans</li> <li>• 2016: Dark Red Kidney Beans</li> <li>• 2017: White Pea Beans</li> </ul>
Roll #	82250.000
Tax assessment (2017)	\$215,300
Property taxes (2017)	\$1,290.34

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.



# Parcel 9 – Title Number 2328202

NE 36-10-9W

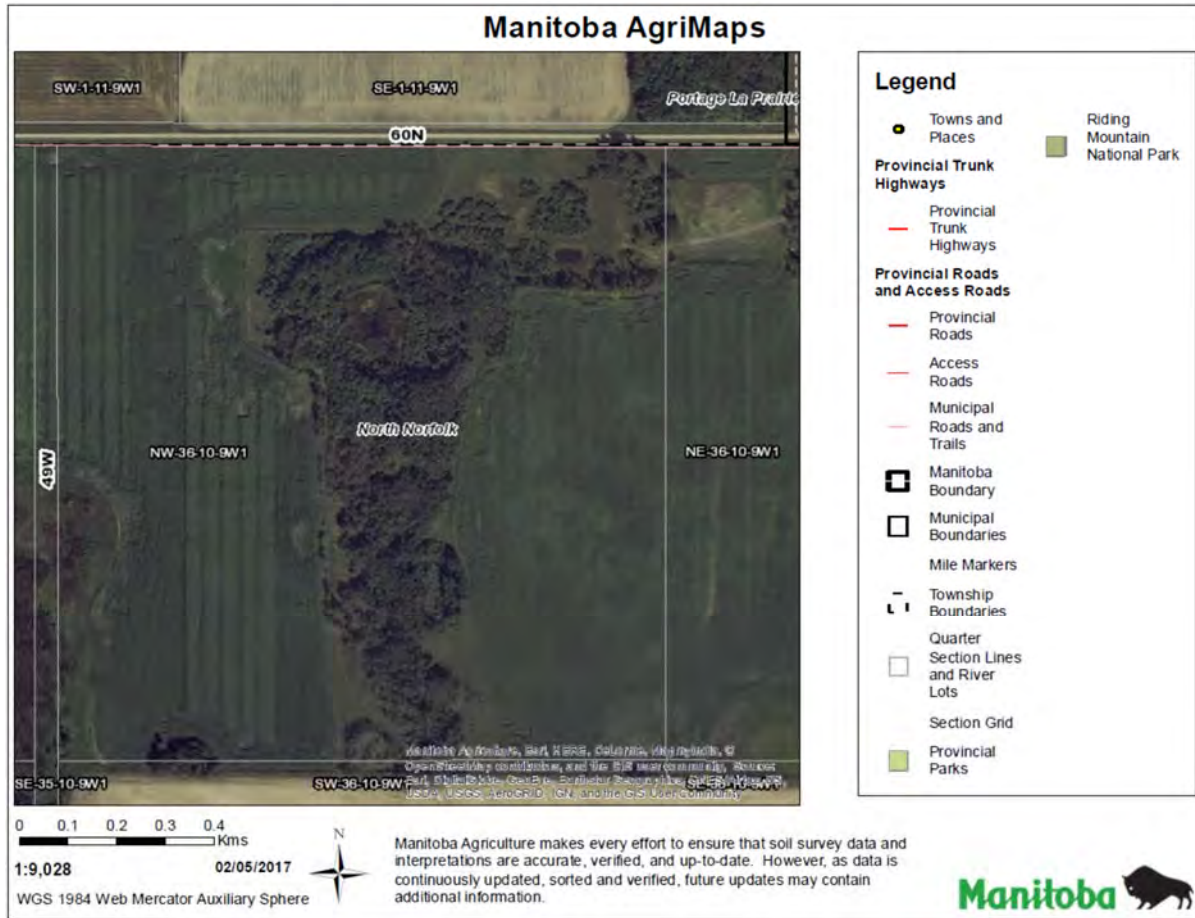


Municipality	North Norfolk
Total acres	165.46
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 33.35 acres: Almassippi/Fine Sandy Loam</li> <li>• 29.65 acres: Almassippi/Loamy Very Fine Sand</li> <li>• 16.06 acres: Almassippi/Fine Sandy Loam</li> <li>• 12.35 acres: Almassippi/Loamy Fine Sand</li> <li>• 9.88 acres: Almassippi/Very Fine Sandy Loam</li> <li>• 42.00 acres: Bush and Scrub Conservation Land</li> <li>• 22.17 acres: Natural/Limited Use</li> </ul>
	<ul style="list-style-type: none"> <li>• 2015: Soy Beans</li> <li>• 2016: Canola</li> <li>• 2017: Soy Beans</li> </ul>
Roll #	93000.000
Tax assessment (2017)	\$163,000
Property taxes (2017)	\$985.63

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

# Parcel 10 – Title Number 2328201

NW 36-10-9W

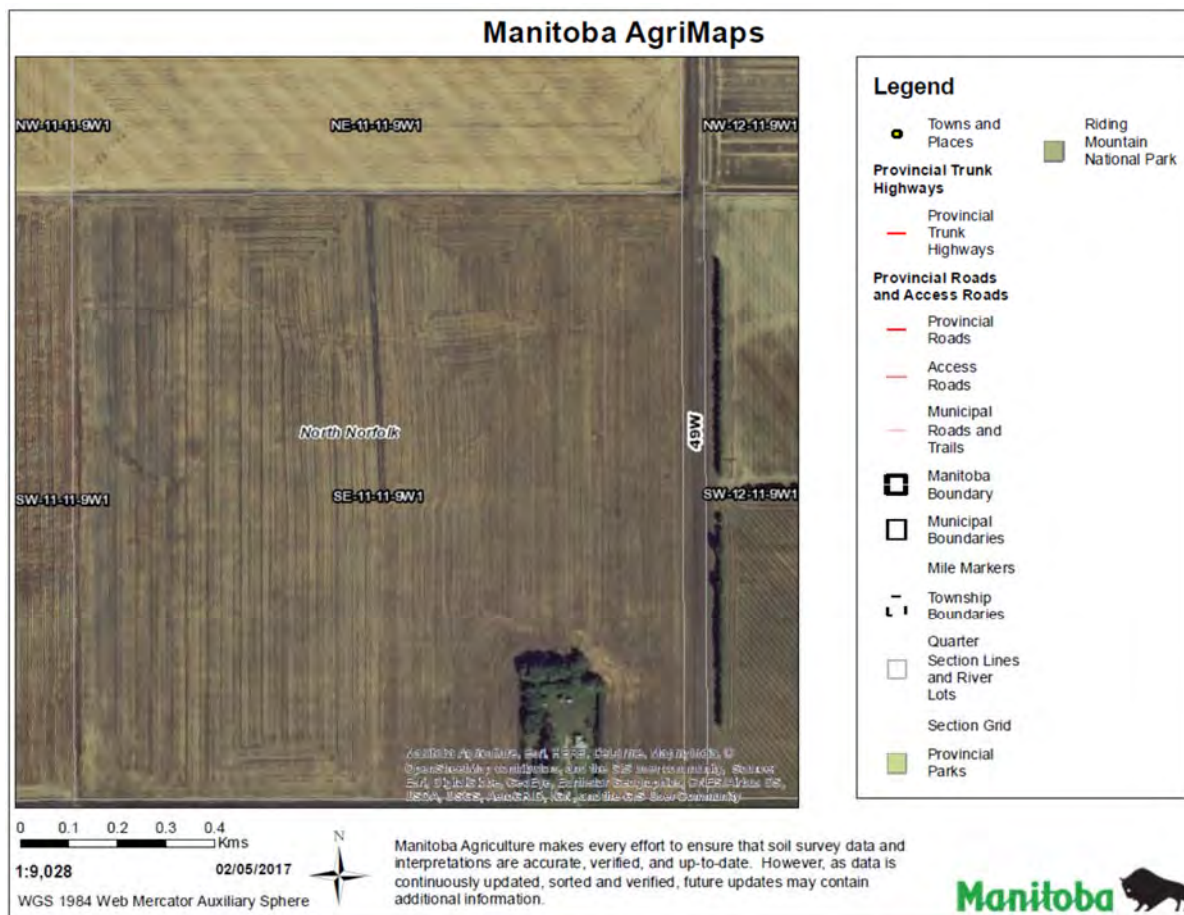


Municipality	North Norfolk
Total acres	165.18
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 34.59 acres: Almassippi/Loamy Very Fine Sand</li> <li>• 29.65 acres: Almassippi/Loamy Fine Sand</li> <li>• 38.29 acres: Almassippi/Very Fine Sandy Loam</li> <li>• 6.17 acres: Almassippi/Fine Sandy Loam</li> <li>• 56.48 acres: Bush and Scrub Conservation Land</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>• 2015: Soy Beans</li> <li>• 2016: Canola</li> <li>• 2017: Soy Beans</li> </ul>
Roll #	93100.000
Tax assessment (2017)	\$173,400
Property taxes (2017)	\$1,048.42

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

# Parcel 11 – Title Number 1488714

SE 11-11-9W



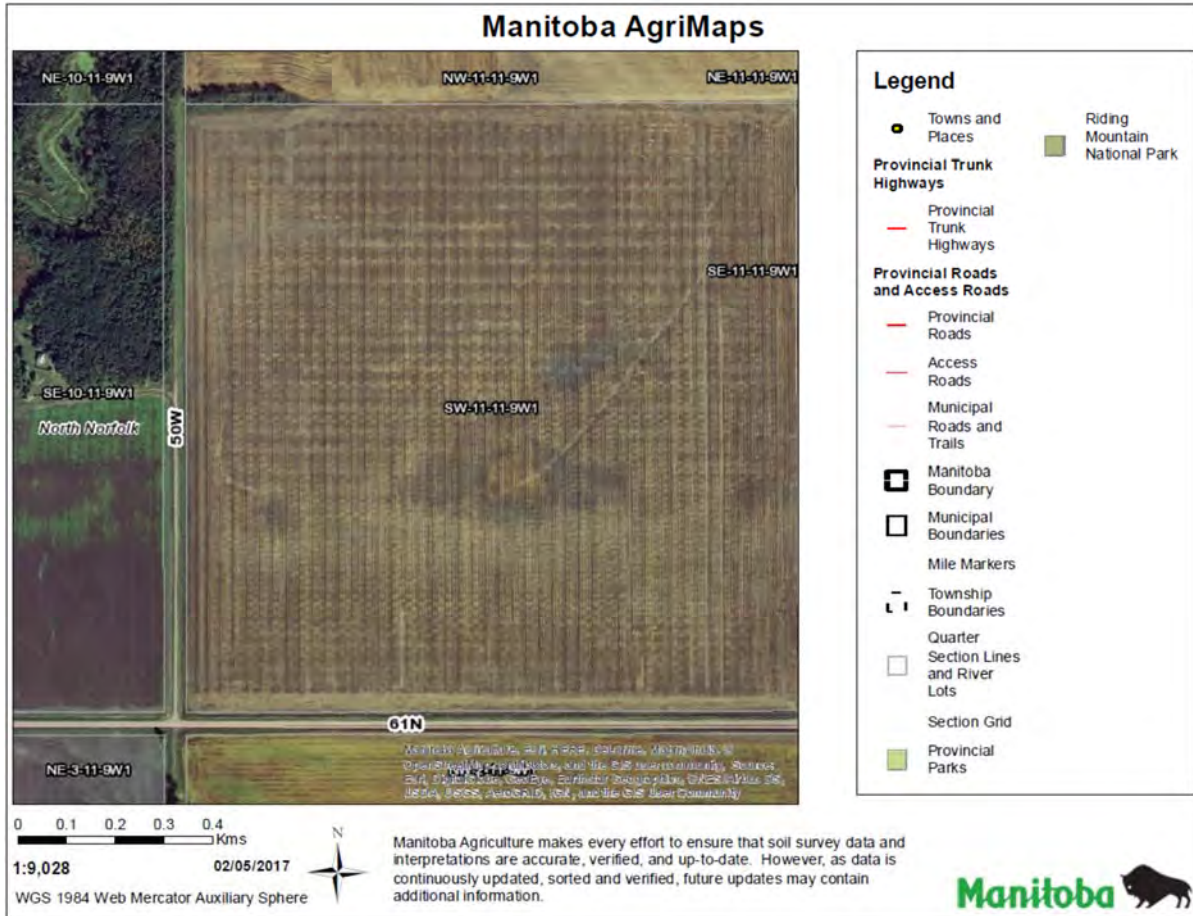
Municipality	North Norfolk
Total acres	155.00
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 61.00 acres: Almassippi/Fine Sandy Loam</li> <li>• 47.00 acres: Almassippi/Loamy Very Fine Sand</li> <li>• 37.00 acres: Almassippi/Very Fine Sandy Clay Loam</li> <li>• 10.00 acres: Almassippi/Very Fine Sandy Loam</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>• 2015: Soy Beans</li> <li>• 2016: Canola</li> <li>• 2017: Soy Beans</li> </ul>
Roll #	102350.000
Tax assessment (2017)	\$319,800
Property taxes (2017)	\$1,933.81

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.



# Parcel 12 – Title Number 1488712

SW 11-11-9W

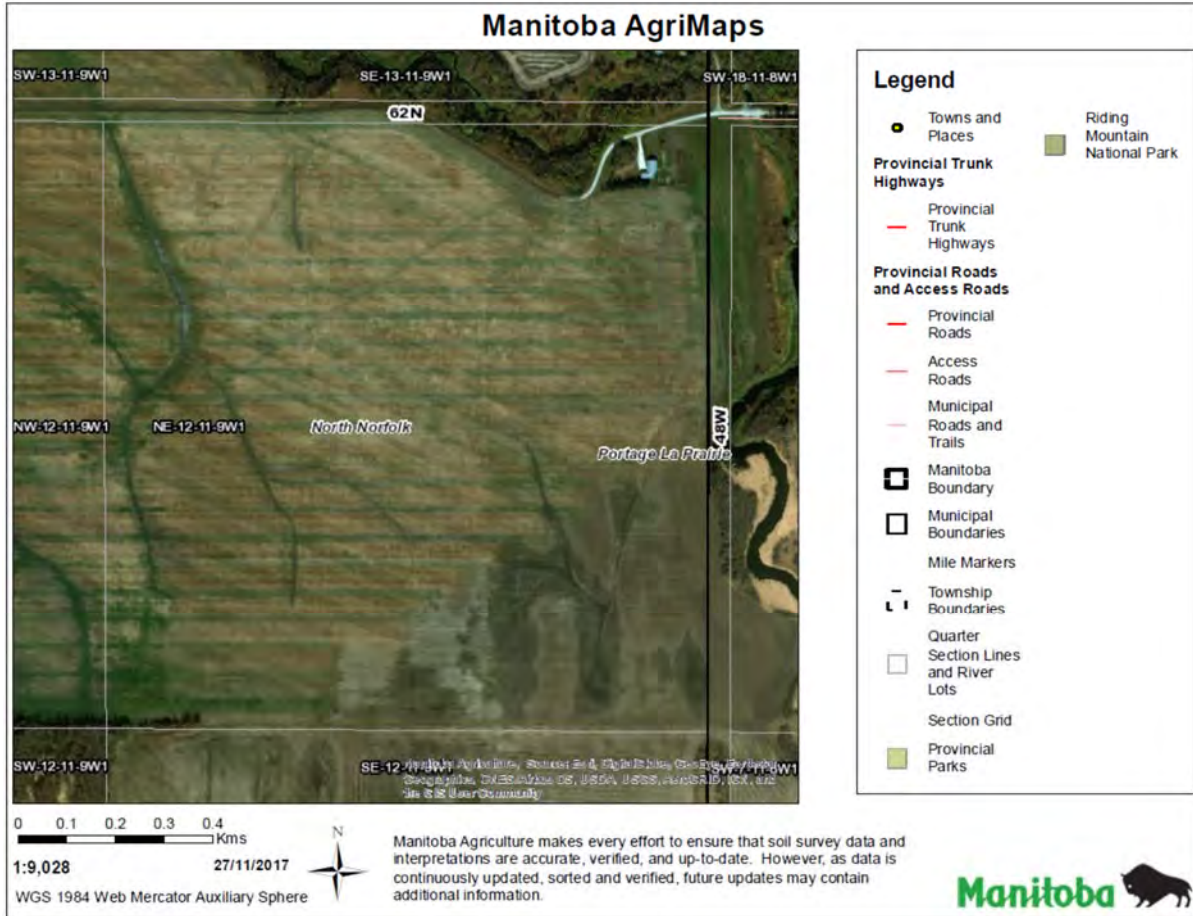


Municipality	North Norfolk
Total acres	160.00
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 126.00 acres: Almassippi/Loamy Very Fine Sand</li> <li>• 34.00 acres: Almassippi/Fine Sandy Loam</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>• 2015: Soy Beans</li> <li>• 2016: Canola</li> <li>• 2017: Soy Beans</li> </ul>
Roll #	102400.000
Tax assessment (2017)	\$204,100
Property taxes (2017)	\$1,234.25

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

# Parcel 13 – Title Number 2801198

NE 12-11-9W

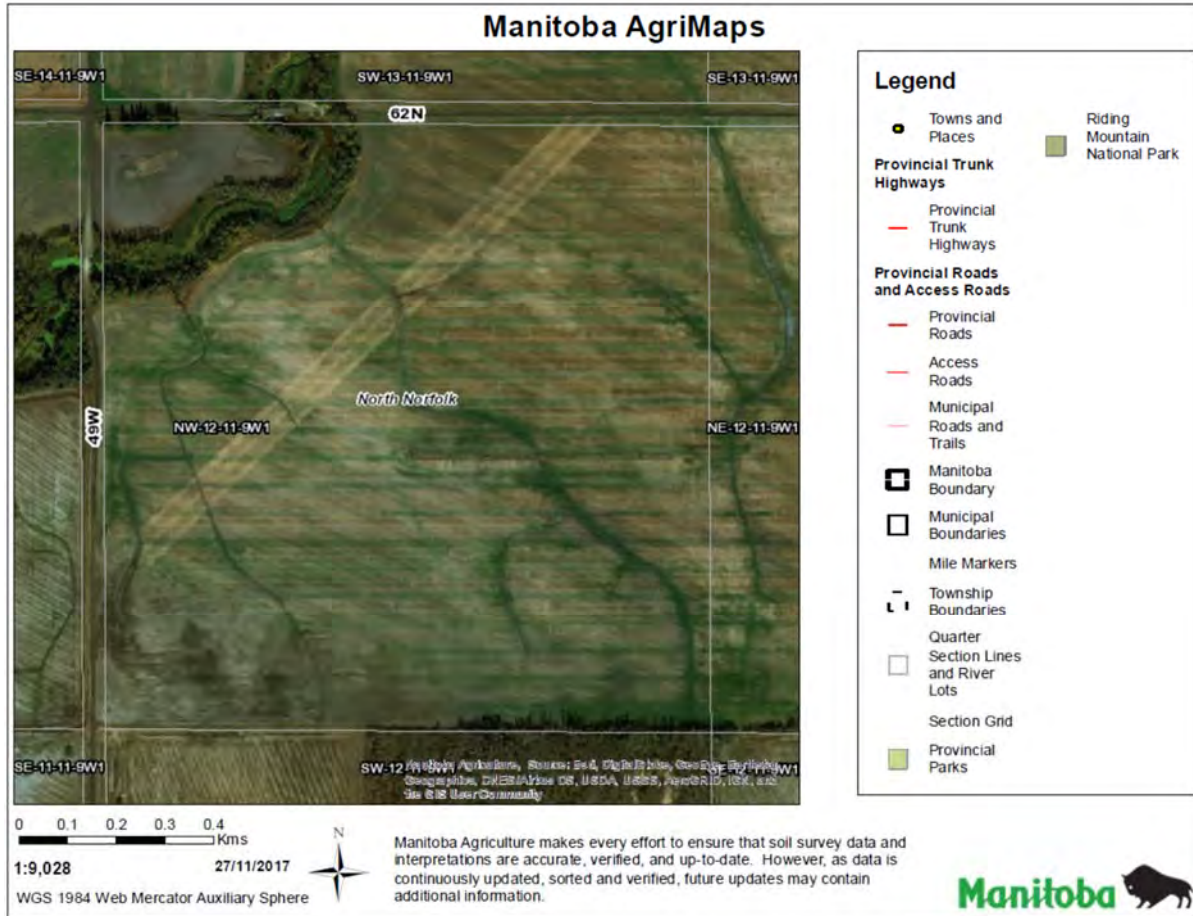


Municipality	North Norfolk
Total acres	154.09
Land description (per Manitoba Property Assessment)	82.00 acres: Gnadenthal/Very Fine Sandy Clay Loam 38.00 acres: Almassippi/Very Fine Sandy Loam 32.49 acres: Almassippi/Loamy Very Fine Sand 1.6 acres: Slough – Bush Conservation Land
Historical crop use by growing season	<ul style="list-style-type: none"> <li>● 2015: Soy Beans</li> <li>● 2016: Canola</li> <li>● 2017: Soy Beans</li> </ul>
Roll #	102550.000
Tax assessment (2017)	\$550,900
Property taxes (2017)	\$3,200.47

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

# Parcel 14 – Title Number 2801202

NW 12-11-9W



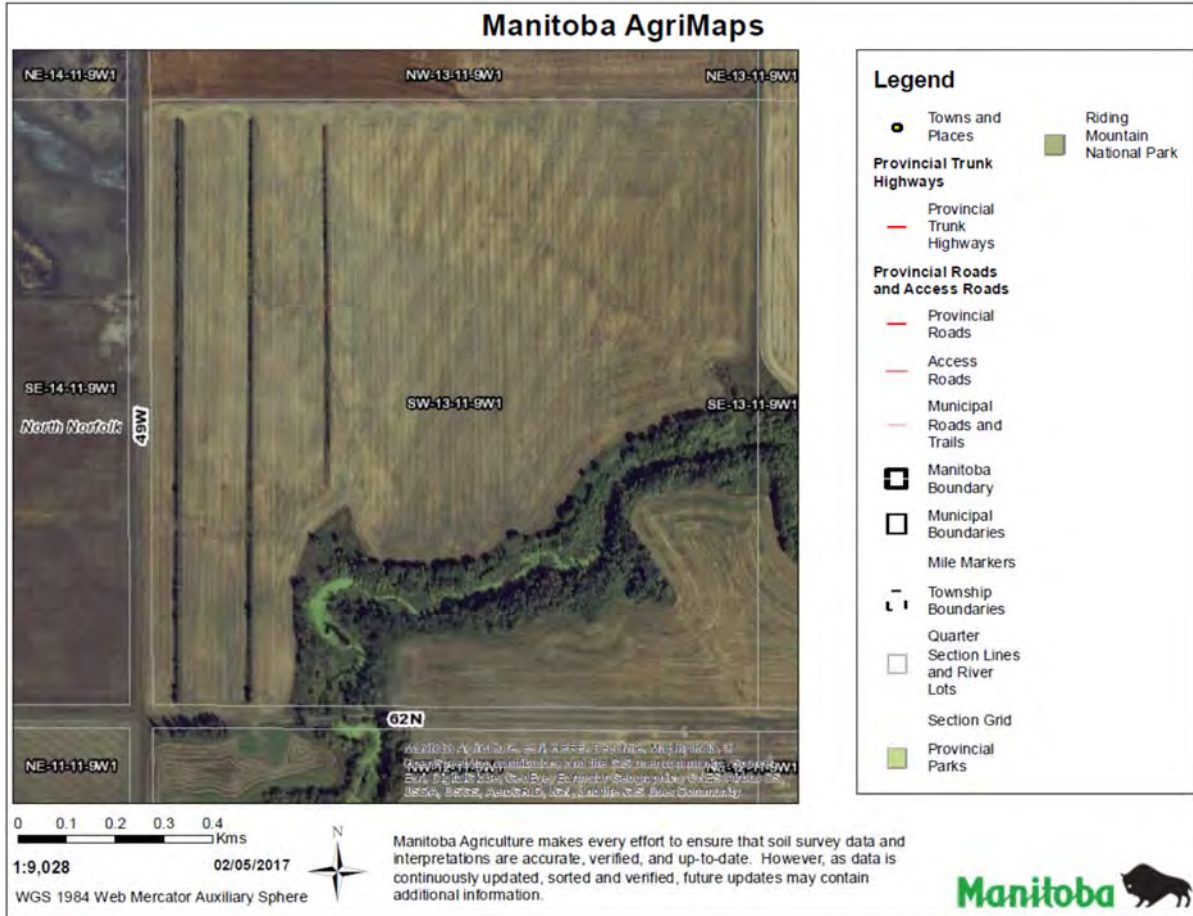
Municipality	North Norfolk
Total acres	160.00
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 85.00 acres: Almassippi/Very Fine Sandy Clay Loam</li> <li>• 38.00 acres: Almassippi/Very Fine Sandy Loam</li> <li>• 22.00 acres: Almassippi/Fine Sandy Loam</li> <li>• 4.00 acres: Almassippi/Loamy Very Fine Sand</li> <li>• 11.00 acres: Creek Conservation Land</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>• 2015: Soy Beans</li> <li>• 2016: Canola</li> <li>• 2017: Soy Beans</li> </ul>
Roll #	102600.000
Tax assessment (2017)	\$448,600
Property taxes (2017)	\$2,712.69

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.



# Parcel 15 – Title Number 2801200

SW 13-11-9W1



Municipality	North Norfolk
Total acres	160.00
Land description (per Manitoba Property Assessment)	<ul style="list-style-type: none"> <li>• 74.00 acres: Almassippi/Fine Sandy Loam</li> <li>• 31.00 acres: Almassippi/Very Fine Sandy Loam</li> <li>• 22.00 acres: Almassippi/Loamy Very Fine Sand</li> <li>• 9.00 acres: Gnadenthal/Very Fine Sandy Clay Loam</li> <li>• 24.00 acres: Creek Conservation Land</li> </ul>
Historical crop use by growing season	<ul style="list-style-type: none"> <li>• 2015: Soy Beans</li> <li>• 2016: Canola</li> <li>• 2017: Soy Beans</li> </ul>
Roll #	103300.000
Tax assessment (2017)	\$289,100
Property taxes (2017)	\$1,748.23

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.

# Parcel 16 – 60,000 Gallon Fertilizer Tank

*Located at NE 18-11-8W / 47020 ROAD 63N*



Manufacturer	Meridian Manufacturing Inc.
Model	SSK 1840L
Represented capacity	60,000 Gallons
Year purchased	2013
Serial number	6220130241540

Deloitte Restructuring Inc., in its capacity as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., makes no representations as to the accuracy or completeness of the information presented. Interested parties are to rely on their own investigations to determine the accuracy of same.





## **[www.deloitte.ca](http://www.deloitte.ca)**

Deloitte, one of Canada's leading professional services firms, provides audit, tax, consulting, and financial advisory services. Deloitte LLP, an Ontario limited liability partnership, is the Canadian member firm of Deloitte Touche Tohmatsu Limited.

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee, and its network of member firms, each of which is a legally separate and independent entity. Please see [www.deloitte.com/about](http://www.deloitte.com/about) for a detailed description of the legal structure of Deloitte Touche Tohmatsu Limited and its member firms.

© Deloitte LLP and affiliated entities.

**Exhibit C – Sales and Information Package Addendum**



# **Addendum to Sales and Information Package**

Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd.

February 20, 2018

Deloitte Restructuring Inc.,  
Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd.  
360 Main Street  
Suite 2300  
Winnipeg, MB R3C 3Z3

Tel: 204-944-3586  
Fax: 204-947-2689

Attention: John R. Fritz

# Addendum to Sales and Information Package

Further to the Sales and Information Package dated January 10, 2018 (the "**SIP**") distributed by Deloitte Restructuring Inc., in its capacity as Court Appointed Liquidator (the "**Liquidator**") of Taylor Bros. Farm Ltd. ("**TBF**") and Edwin Potato Growers Ltd. ("**EPG**") (collectively the "**Companies**") and not in its personal capacity, please find the following addendum to the SIP (the "**Addendum**") which provides the following points of clarification:

---

Parcel 4 is referred to as Title Number 257229 on page 21 of the SIP, this should reference Title Number 2571229.

---

Parcel 6 is referred to as Title Number 257230 on page 23 of the SIP, this should reference Title Number 2571230.

---

Parcel 7 located at NE18-11-8W lists Title Number 2427364. Please note, the 160.00 acres of this parcel also includes **Title Number 1843240**.

---

This Addendum is intended to be read in conjunction with the SIP and is subject to all of the terms and conditions included therein.

**As outlined in the SIP, the offer deadline is 5:00 p.m. CST on Friday, March 2, 2018.**

Should you have any questions, please contact John Fritz by phone (204)944-3586 or by email at jofritz@deloitte.ca.

DATED at Winnipeg, Manitoba this 20<sup>th</sup> day of February, 2018.

**DELOITTE RESTRUCTURING INC.,**

In its capacity as Liquidator of  
Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd.  
And not in its personal capacity.

360 Main Street  
Suite 2300  
Winnipeg, MB R3C 3Z3

Tel: 204-944-3586  
Fax: 204-947-2689



**[www.deloitte.ca](http://www.deloitte.ca)**

Deloitte, one of Canada's leading professional services firms, provides audit, tax, consulting, and financial advisory services. Deloitte LLP, an Ontario limited liability partnership, is the Canadian member firm of Deloitte Touche Tohmatsu Limited.

Deloitte refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee, and its network of member firms, each of which is a legally separate and independent entity. Please see [www.deloitte.com/about](http://www.deloitte.com/about) for a detailed description of the legal structure of Deloitte Touche Tohmatsu Limited and its member firms.

© Deloitte LLP and affiliated entities.

## **Exhibit D – Sales Process Advertisements**

**Put Digital Marketing to Work for Your Business**

**Get Started Today!**

I can help you build your professional online presence. Get started today by calling

**Cindy Makarchuk**  
**204-857-3427 ext 600225**  
**Cell 204-595-8127**

or email [cmakarchuk@postmedia.com](mailto:cmakarchuk@postmedia.com)

Link your business to thousands more local consumers with our customized full service solutions. We can maximize your audience exposure with a targeted, customized marketing strategy that gets results.

Learn how to increase sales and build brand exposure through

- **Social Media • Website Design**
- **Search Engine Optimization**
- **Search Engine Marketing**
- **Geo And Audience Targeted Display**
- **Creative Content (Tell Your Story Online)**
- **Facebook Advertising & Facebook Lead Ads**
- **Video Solutions**

Visit our website for the Postmedia Solution!

**www.postmediasolutions.com**

**POSTMEDIA**

**TheGraphic / HeraldLeader**

**Services**

**Tree Services**

**BOYLE'S TREE SERVICE and STUMP GRINDING**

100 feet of reach  
 Prof. tree removal  
 2 million liability  
 FREE ESTIMATES  
**Brent 204-871-4898**  
**Chris 204-871-0232**  
 Now Serving  
 Portage & Brandon

**Education/ Employment**

**General Help Wanted**

**Portage Family Abuse Prevention Centre** is seeking a **CASUAL SUPPORT WORKER**.  
 Must be able to work various shifts throughout the week and/or weekend. Training provided and good starting wage.  
 Send resumes to: [director@abuseprevention.ca](mailto:director@abuseprevention.ca)

**Seasonal/Temporary**

**Laborer In Primary Agriculture.**  
 Terms of Employment:  
 Seasonal-Full Time  
 \$11.18/hr, 40+ hours/week.  
 Anticipated Start Date: April 1, 2018.  
 Job Description:  
 Container planting, weeding, shipping, pruning, harvest and grading of plant nursery stock. Work Conditions & Physical Capabilities:  
 Repetitive tasks, physically demanding, attention to detail, standing for extended periods, bending & some heavy lifting. Will be working in various weather conditions. Able to work with others. Nursery experience an asset. Applicant should have own transportation, warm clothing, gloves and proper footwear. Must provide own lunch and drink.  
 Please apply by mail to: Jeffries Nurseries Ltd., P.O. Box 402, Portage la Prairie, R1N 3B7



Place your Classifieds ad using our online Self Serve!

Go to: [portagedailygraphic.com/classifieds](http://portagedailygraphic.com/classifieds)

Online only and print/online combos available!

Save \$\$\$ placing an ad yourself!

**NEED A JOB?**  
 Check the Classifieds

**Legals**

**INVITATION FOR OFFERS**  
**TAYLOR BROS. FARM LTD. and EDWIN POTATO GROWERS LTD.**

Taylor Bros. Farm Ltd. ("TBF") and Edwin Potato Growers Ltd. ("EPG") (collectively, the "Companies") were engaged in the business of leasing farmland near Portage la Prairie, Manitoba. The Companies own approximately 2,903 acres of farmland.

Deloitte Restructuring Inc., in its capacity as Liquidator of the Companies invites offers to purchase any and all of 15 parcels of land and other assets of the Companies.

All offers must be sealed and marked "OFFER - TBF AND EPG" and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than **5:00 p.m. CST on Friday, March 2, 2018**. Every offer submitted shall be in the Offer to Purchase prescribed in the Sales and Information Package.

The highest or any offer will not necessary be accepted. To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John Fritz at (204) 944-3586 ([jofritz@deloitte.ca](mailto:jofritz@deloitte.ca)).

**Deloitte.**

LET'S ALL DO OUR PART! PLEASE RECYCLE THIS NEWSPAPER

**Legals**

**FARM LAND FOR SALE BY TENDER**

We are receiving sealed tenders for the property listed below:

- IT 109 / 112 BP - 872 RM St. Francois - Xavier, 228.87 acres and includes two houses, two garages, arch rib machine shed, straight wall machine shed and three 1900 bushel flat bottom bins. The land has been well cared for with very limited chemical/fertilizer use for many years.

**Conditions of tender:**

1. Interested parties must rely on their own inspection and knowledge of the property
2. Tenders to be accompanied by a deposit of a certified cheque or bank draft of \$10,000, payable to Better Hemp Company Inc.
3. Deposit cheques/bank drafts accompanying a bid not accepted will be returned
4. Tenders must be received by January 22, 2018, in a sealed envelope, and marked: "Land Tender"  
**C/O Better Hemp Company Inc**  
**Box 1343**  
**Portage la Prairie, MB R1N 3L5**  
 Include name, mailing address and telephone number.

The owner reserves the right to reject highest, any or all tenders. Please note that no right of first refusal exists.

**Term and Conditions of Sale**

1. The successful accepted bidder will be required to complete an agreement covering terms and conditions of sale
2. Possession is to be April 1, 2018
3. The successful bidder will be responsible for property taxes following December 31, 2017, the adjustment date
4. In addition to the deposit, the balance of the offered amount must be paid on or before the date of closing. If the balance of the purchase price is not paid by possession date, the deposit paid shall be forfeited as liquidation damages and not as a penalty.

Any questions, please call **Kent Thorkelsson, 204-870-1066.**

**Wicks**

**Beat the temptation.**

**smokers' HELPLINE**  
 CANADIAN CANCER SOCIETY

TOLL-FREE  
**1-877-513-5333**

**Classified**

**CLASSIFIED ADS!**

**Call Your Local Branch to Book!**

Cindy at 204-857-3427 ext. 600225 • Email: [cmakarchuk@postmedia.com](mailto:cmakarchuk@postmedia.com)



### Carbon: McKenna says national climate effort will spur growth of clean technology

BY FROM B1

Prime Minister Justin Trudeau is battling Saskatchewan Premier Brad Wall, who says his province has no intention of adopting the tax and will fight any attempt by Ottawa to impose one. The Liberal government could also find itself in conflict with premiers from Manitoba and Atlantic provinces, who have not committed to meeting federal standards on carbon pricing.

As well, Ontario Premier Kathleen Wynne and Alberta's Rachel Notley face elections in the next six months, and both have upheld battles to hold onto government. As a result, the federal carbon tax may become a hot political issue in those provinces, especially in Alberta where United Conservative Party Leader Jason Kenney has vowed to abolish the provincial levy.

The carbon tax is part of an ambitious environmental agenda to be completed this year as the Liberal government moves in the opposite direction from



The Northern Pulp Nova Scotia Corp. mill operates in Abercrombie, N.S., in October. New legislation will tax large industrial plants if they emit above an emissions cap. ANDREW VAUGHAN/THE CANADIAN PRESS

U.S. President Donald Trump and the Republican-led Congress, who have cut taxes and are slashing regulations in the United States.

Ms. McKenna and her cabinet colleagues plan within the next several weeks to introduce a

major overhaul of environmental assessment legislation, which the Liberals argued was undermined by the former Conservative government that was seeking to fast-track resource industry projects. As well, the minister is expected to finalize

rules that would restrict methane emissions in the oil and gas sector, lay out a plan to protect endangered caribou in the boreal forest and move forward with proposed clean-fuels regulations.

Conservative opposition MPs and some economists warn that the Liberal government is putting at risk Canada's industrial competitiveness by proceeding with a series of environmental laws and regulations that will impose additional costs.

"In the next few years, Canadian businesses will be facing major competitiveness challenges as the United States moves forward with its plan to reduce regulation, lower taxes and invest in coal-fired electricity to reduce energy costs," Conservative environment critic Ed Fast said in an e-mailed statement.

Ms. McKenna insisted the national effort to reduce greenhouse gases will spur the growth of Canadian clean-technology companies that will provide the jobs of the future, while touting the provinces that have introduced carbon taxes have seen solid growth in recent years.

However, New Democratic Party MP Linda Duncan questions the environmental commitment of the Liberal government, saying it has enacted few concrete measures in more than two years in office. She said the government has already "lentroved to industry" by delaying proposed methane regulations that would force oil and gas companies to adopt better monitoring and reduce emissions of the powerful greenhouse gas.

As well, some environmentalists question the fairness of providing carbon-tax breaks to corporations, particularly for the oil and gas sector, which accounts for 25 per cent of the country's emissions.

COMMERCIAL REAL ESTATE

# ROMSPEN

COMMERCIAL LENDER

## TERM BRIDGE CONSTRUCTION

### 800.494.0389 romspen.com

Fsco License No. 10172

### RECENT ASSET TRANSACTIONS

City	Office	Area	Price	Unit Price	Notes
Greater Toronto Area	1500 Sheppard Ave. E. North York	2960-2955 Sheppard Ave. E. Willowdale	\$2,700,000	\$299/sq ft	
Greater Toronto Area	7002	7002	\$8,000,000	\$406/sq ft	
Greater Toronto Area	8255 60th Sheppard Ave. E.	8255 60th Sheppard Ave. E.	\$10,200,000	\$76/sq ft	
Greater Toronto Area	1115 Colton Rd.	1115 Colton Rd.	\$1,700,000	\$416/sq ft	
Greater Vancouver Area	4911 Lawrence Rd.	4911 Lawrence Rd.	\$1,700,000	\$416/sq ft	
Greater Vancouver Area	7002	7002	\$1,400,000	\$113/sq ft	
Greater Vancouver Area	2903 41st Ave. S.E.	2903 41st Ave. S.E.	\$3,540,000	\$182/sq ft	
Greater Vancouver Area	1115 Colton Rd.	1115 Colton Rd.	\$2,400,000	\$487/sq ft	
Greater Edmonton Area	4219 Andrew Line S.W.	4219 Andrew Line S.W.	\$495,000	\$516/sq ft	
Greater Edmonton Area	225 225 Colton Dr.	225 225 Colton Dr.	\$600,000	\$252/sq ft	
Greater Edmonton Area	1115 Colton Rd.	1115 Colton Rd.	\$1,943,350	\$225/sq ft	

### JLL Real Estate Services, Inc.

FOR SALE

## TWIN LAKES TOWNHOMES

3701 Princess Avenue North Vancouver, BC

Call: David Vanasco +1 604 998 6054, Patrick McEvoy +1 604 998 6056, James Blair +1 604 998 6055

### 2300 ST LAURENT BOULEVARD

40,313 sq. ft. Office Building

Ottawa, ON

- Long term government lease with growth
- Strong institutional ownership and significant capital upgrades
- High profile location
- Free and clear

Call: Sean Williams +1 416 819 2368, Nick Zaitsev +1 416 790 2708

### FOR SALE: 104 Ac. Ajax. 15 Million

Strategic & High Profile site in Greenbelt with 5,400' frontage on major arteries

- Recently completed interchange, Hwy 401 widening, now Hwy 412 to 407 and Lake Ridge Ramp
- Exemption from Green Belt in process
- Potential for mix use development
- Great exposure from Hwy 401

Call: Gaston Bottero +1 464-464-3037

### VACANT LOT FOR SALE

RARE OPPORTUNITY

- Vacant Lot
- Close proximity to Highway 401 & 404
- Let size irregular approx 225.3 ft x 67.47 ft
- Close proximity to Highway 401 & 404
- Price per sq ft only \$ 67.47 ft

Asking price: \$1,200,000

Call: Susan Young +1 416-921-1112, Royal LePage Real Estate Service Ltd.

### INDUSTRIAL WOOD PELLET PRODUCTION FACILITY WAWA, ONTARIO, CANADA FOR SALE

Grant Thornton Limited has been appointed as receiver and manager of RTK WP CANADA, ULC (RTK) pursuant to an order of the Ontario Superior Court of Justice [Commercial List] dated December 21, 2017.

RTK operated a wood pellet production mill for the utility and industrial power generation market. Built in 2014/15, the facility includes:

- 12 pellet presses;
- Designed annual capacity of 400,000 pellet tonnes;
- Abundant and sustainable feed stock;
- Rail siding.

The execution and delivery of a Non-Disclosure Agreement will grant access to an electronic data room. Non-Binding Letters of Intent are to be submitted by February 23, 2018 at 4:00 pm EST. Documents relating to this appointment can be found at: <https://www.grantthornton.ca/en/service/advisory/creditor-updates/#RTK>

Contact Sean MacNeil, CPA, CGA, CIRP, LIT, Senior Manager  
T: 902.455.6499  
F: 902.453.9257  
E: Sean.MacNeil@ca.gt.com Grant Thornton

### ROYAL LEPAGE

For more information please contact Gaston Bottero, Broker  
T: 416-464-3037 • g.bottero@royallepage.ca

### INVITATION FOR OFFERS TAYLOR BROS. FARM LTD. and EDWIN POTATO GROWERS LTD.

Taylor Bros. Farm Ltd. ("TBL") and Edwin Potatoes Growers Ltd. ("EPG") (collectively, the "Companies") were engaged in the business of leasing farmland near Portage la Prairie, Manitoba. The Companies own approximately 2,803 acres of farmland.

Deloitte Restructuring Inc., in its capacity as Liquidator of the Companies, invites offers to purchase any and all of 15 parcels of land and other assets of the Companies.

All offers must be sealed and marked "OFFER - TBL AND EPG" and be delivered or mailed (postage prepaid), to Deloitte Restructuring Inc. at 360 Main Street, Suite 2000, Winnipeg, MB R3C 3Z3 to be received no later than 5:00 p.m. CST on Friday, March 2, 2018. Every offer submitted shall be in the Offer to Purchase prescribed in the Sale and Information Package.

The highest or any other will not necessarily be accepted. To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John Fritz at (204) 944-2586 (johnfritz@deloitte.ca).

**Deloitte.**

### BUSINESS TO BUSINESS

Used cubicles, Seating, Filing  
Nationwide 1-800-353-1036  
www.usedofficefurniture.ca

### BUSINESS OPPORTUNITIES

Business Opportunity: Short term business sales contracts for sale. Contracts pay 28% interest with 12 monthly principals and interest payments. P# 2188-296-7318 sales@vpowerenergy.com

### DIVIDENDS Computershare

Notice is hereby given that the following dividend has been declared.

ISSUER	ISSUE	RECORD DATE	PAYABLE DATE	RATE
Bombardier Inc.	Series 2	January 31, 2018	February 15, 2018	Floating Preferred

### Report on Business

TO HAVE THE GLOBE AND MAIL DELIVERED TO YOUR DOOR, Call: 1-800-387-5628 TCMH CA/SUBSCRIBE

TO SUBSCRIBE (1-800-943-2337) TCMH CA/SUBSCRIBE





## "Fix Bunions, No Surgery"

"How I fixed my bunions without surgery. Simple little device. Watch how it works."



**WDAY/WDAZ News at 5 p.m.**

LIVE

[Click here to watch WDAY/WDAZ News at 5 p.m.](#)

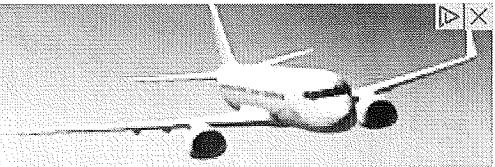
GO BACK TO:

### REAL ESTATE/AG STOCK

POST DATE: WEDNESDAY, JANUARY 17, 2018 - 11:51PM

#### INVITATION FOR OFFERS TAYLOR BROS. FARM LTD. & EDWIN POTATO

GROWERS LTD. Taylor Bros. Farm Ltd. ("TBF") and Edwin Potato Growers Ltd. ("EPG"), (collectively, the "Companies") were engaged in the business of leasing farmland near Portage la Prairie, Manitoba. The Companies own approximately 2,903 acres of farmland. Deloitte Restructuring Inc., in its capacity as Liquidator of the Companies invites offers to purchase any and all of 15 parcels of land and other assets of the Companies. All offers must be sealed and marked "OFFER – TBF AND EPG" and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than 5:00 p.m. CST on Friday, March 2, 2018. Every offer submitted shall be in the Offer to Purchase prescribed in the Sales and Information Package. The highest or any offer will not necessary be accepted. To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John Fritz at (204) 944-3586, (#) [jofritz@deloitte.ca](mailto:jofritz@deloitte.ca) (<mailto:jofritz@deloitte.ca>)

**LASTMIN-FLIGHTS.COM****WDAY/WDAZ News at 4****LIVE**[Click here to watch WDAY/WDAZ News at 4.](#)

GO BACK TO:

**REAL ESTATE/AG STOCK**

POST DATE: WEDNESDAY, JANUARY 17, 2018 - 11:49PM

**INVITATION FOR OFFERS TAYLOR BROS. FARM LTD. & EDWIN POTATO**

GROWERS LTD. Taylor Bros. Farm Ltd. ("TBF") and Edwin Potato Growers Ltd. ("EPG"), (collectively, the "Companies") were engaged in the business of leasing farmland near Portage la Prairie, Manitoba. The Companies own approximately 2,903 acres of farmland. Deloitte Restructuring Inc., in its capacity as Liquidator of the Companies invites offers to purchase any and all of 15 parcels of land and other assets of the Companies. All offers must be sealed and marked "OFFER – TBF AND EPG" and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than 5:00 p.m. CST on Friday, March 2, 2018. Every offer submitted shall be in the Offer to Purchase prescribed in the Sales and Information Package. The highest or any offer will not necessary be accepted. To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John Fritz at (204) 944-3586 (#) ([jofritz@deloitte.ca](mailto:jofritz@deloitte.ca)) (<mailto:jofritz@deloitte.ca>).

## The 9 Best Stocks to Own Now



These stock picks come from a handful of the nation's best advisors -- whose recommendations have led to extraordinary profits over the years in stocks, bonds, commodities and precious metals like gold and silver.

Don't pay \$99 for the names of these stocks. [Get them here for free](#)

GO BACK TO:

### REAL ESTATE/AG STOCK

POST DATE: WEDNESDAY, JANUARY 17, 2018 - 11:39PM

INVITATION FOR OFFERS TAYLOR BROS. FARM LTD. & EDWIN POTATO GROWERS LTD.

Taylor Bros. Farm Ltd. ("TBF") and Edwin Potato Growers Ltd. ("EPG"), (collectively, the "Companies") were engaged in the business of leasing farmland near Portage la Prairie, Manitoba. The Companies own approximately 2,903 acres of farmland. Deloitte Restructuring Inc., in its capacity as Liquidator of the Companies invites offers to purchase any and all of 15 parcels of land and other assets of the Companies. All offers must be sealed and marked "OFFER – TBF AND EPG" and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than 5:00 p.m. CST on Friday, March 2, 2018. Every offer submitted shall be in the Offer to Purchase prescribed in the Sales and Information Package. The highest or any offer will not necessary be accepted. To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John Fritz at (204) 944-3586 (#) [jofritz@deloitte.ca](mailto:jofritz@deloitte.ca) (<mailto:jofritz@deloitte.ca>)



**SASKATCHEWAN 6133**

**FOR RENT BY TENDER:** RM of Nipawin, SK. #487, NE-14-49-15W2, NW-14-49-15W2, & SW-14-49-15W2, comprising of 472 cult. ac. There are no buildings on the land other than a house and barns on the 5 acre yard site. All of the land is currently farmed. Tenders are to be submitted in envelopes marked "Nipawin Tender", to Dezarre Senft at Miller Thomson LLP, 600-2103 11th Ave., Regina, SK., S4P 3Z8, on or before noon on Fri., Feb. 23, 2018, and shall include: tender price, length of rental term, any other terms you are prepared to offer and a certified cheque/bank draft payable to "Miller Thomson LLP in trust" for 10% of the tender price (being 10% of the annual rent pmt. you are tendering). No conditional tenders will be accepted and the highest, or any tender, will not necessarily be accepted. Tenders will not be opened in public. The deposit of all unsuccessful tenders will be returned by mail. The successful tenderer shall enter into a lease agreement on or before Mar. 16, 2018. The 10% deposit will constitute a deposit towards the first years rental payment. For further information, please contact Dezarre Senft, 306-347-8309.

**SASKATCHEWAN 6133**

**RIVER RETREAT:** Saskatoon South - 177 acres forested, organic river front. Land 50 acres cultivated. \$6500 per acre. Phone 306-382-1299 or 306-382-9024.

**4 QUARTERS FARMLAND** for sale, 40 miles SE Weyburn. Grains, canola, legumes. 9 oil well leases. House, electricity, water, \$998,500. 604-971-2870, Benson, SK. rickzimmerman6@gmail.com

**SASK FARMLAND FOR SALE** or rent by owner in R.M. of Aberdeen #373. 20.5 quarters, 2900 cult. ac. 306-374-8877.

**RM OF FRENCHMAN BUTTE:** SW 35-52-25 W3 Ext 5 and NW 35-52-25 W3 Ext 2. 207 acres. For sale by Tender with bids closing February 6, 2018. For details, visit [www.moorelandtender.ca](http://www.moorelandtender.ca) or contact Vern McClelland, RE/MAX of Lloydminster, 780-808-2700.

**WANTED: GRAIN LAND** for rent in North-ern/Central Saskatchewan. Call Mike 306-469-7741, Big River, SK.

**FARMLAND WANTED**

Cell: 306-230-1588  
Office: 306-361-8926  
Fax: 306-665-1443  
[justin.yin.ca@gmail.com](mailto:justin.yin.ca@gmail.com)

**JUSTIN YIN**  
FARMLAND MARKETING SPECIALIST

**RM MAPLE CREEK #111.** For sale N 1/2 35-11-26-W3. 320 cult. acres, 60x100' steel quonset on 2' cement fdn, power, water for up to 100 head of cattle, 1 mile of Hwy #1 frontage. Will be sold by February 20th. Call 403-866-2214.

**ORGANIC FARMLAND IN N.E. SASK FOR SALE BY TENDER.**

155 acres organic land; possible lease of an additional organic qtr of 155 acres. Additional 12.5 acre yard site with shop, steel bins, misc. outbuildings, newer 1850 sq. ft. basement with power, gas, water.

**Tenders close January 26/18**  
Inquiries or tender info contact  
Email: [linperrault62@icloud.com](mailto:linperrault62@icloud.com)  
Phone: **Jerome 306-281-8097**

**ALL-IN-ONE CEREAL SEED TREATMENT, FUNGICIDE + INSECTICIDE**

**NipsIt SUITE**



**TOM@SASKFARMLAND.COM** Interested in the value of your farmland and considering selling? Up to date market evaluations done at your farm. Coldwell Banker Signature. Tom Neufeld 306-260-7838.

**QUARTER SECTION** IN RM of Bjorkdale, SK. #426. SW 19-45-09 W2, 147 acres, approx. 100 cultivated. Phone 306-864-7922.

**SECURED RIVER RETREAT:** 80 acres on west bank, pt of 01-46-04 W3. Summer road and river access, \$167,500. Phone 306-382-1299 or 306-382-9024.

**TIM GRAHAM**  
PRAIRIES REALTY INC.

**WE HELP YOU BUY & SELL LAND**

(306) 526-8196 | [tim@prairiesrealty.com](mailto:tim@prairiesrealty.com) | [www.prairiesrealty.com](http://www.prairiesrealty.com)

176 Fairway Road, Emerald Park SK | S4L 1C8 | Office: (306) 586-0099

**SASKATCHEWAN 6133**

**WANTED 5,000 to 20,000 ACRES OF GOOD CROP PRODUCTION LAND IN SASKATCHEWAN AND ALBERTA**

Please call Marcel at 1-403-350-6868  
**Marcel LeBlanc Real Estate Inc.**

**FARMLAND WANTED**

**NO FEES NO COMMISSIONS**

**PURCHASING: SINGLE TO LARGE BLOCKS OF LAND. PREMIUM PRICES PAID WITH QUICK PAYMENT.**

Many References Available

**A TOTAL OF 590 QUARTER SECTIONS SOLD ACROSS SASKATCHEWAN!**

**RENT BACK AVAILABLE**

Call **DOUG**  
**306-955-2266**

Email: [saskfarms@shaw.ca](mailto:saskfarms@shaw.ca)

**WOOD RIVER RM #74.** By tender S1/2 12-8-6-W3; N1/2 12-8-6-W3; N1/2 7-8-5-W3. Please bid on each half section separately. Tenders must be received by 1:00 pm, Feb. 8, 2018. Mark tenders "Filson Brothers Tender". Highest or any tender may not necessarily be accepted. Send tenders to **Duane Filson, Box 340, Lafleche, SK., S0H 2K0**, or by email to [duane.filson@sasktel.net](mailto:duane.filson@sasktel.net) For info call 306-472-7772. Woodrow, SK.

**LOOKING FOR LAND w/Aggregate Potential**

In Saskatchewan  
**Call POTZUS LTD.**  
Phone: 306-782-7423  
Fax: 306-786-6909  
Email: [info@potzus.com](mailto:info@potzus.com)

**SASKATCHEWAN 6133**

**BERLINIC AUCTIONS LTD.**  
Creating Land Auction Events

**Wade Berlinic**  
(306) 641-4667  
Associate Broker/Auctioneer  
[BerlinicAuctions@sasktel.net](mailto:BerlinicAuctions@sasktel.net)  
[BerlinicAuctionsLtd.ca](http://BerlinicAuctionsLtd.ca)

Provincial Licence #336915  
**East Central Multi-Seller Land Auction Event**

Do you have farmland to sell? Looking for top-notch exposure and representation? We provide a forum for competitive bidding like no other as well as the benefit of being protected through the Real Estate Industry, combined with the excitement and results provided by a Live & Online Auction.

**Hammond Realty & Berlinic Auctions Ltd.** are taking consignments of farmland for a Multi-Seller Land Auction Event to be held in Yorkton, SK.  
**Thursday, March 15, 2018**  
Listing deadline: January 24, 2018

Call **Wade Berlinic** for full details and how this option may fit YOUR farmland.

**HAMMOND REALTY**

**WANTED**

**GRAIN LAND TO RENT,** 35 mile radius of Rouleau, SK. Call 306-776-2600 or email: [kraussacres@sasktel.net](mailto:kraussacres@sasktel.net)

**RM #68 OF BROKEN SHELL,** 1/4 section SW-1-7-16-W2, approximately 160 cultivated organic acres. The highest or any bid not necessarily accepted. Submit tenders to Box 661, Weyburn, SK., S4H 2K8. Tenders will close Feb. 1st, 2018. For more information call 306-842-5771, or 306-861-7072. Weyburn, SK.

**NOTICE OF TENDER SW-08-40-09 W2, RM of Porcupine #395.** Closing Feb 14/18. For more info, contact Selling Officer: David Hnatyshyn-assistant Heidi, Hnatyshyn Gough, #601-402 21st St E, Saskatoon, SK. Ph: 306-653-5150, fax: 306-652-5859, email: [heidi@hglaw.ca](mailto:heidi@hglaw.ca)

**SASKATOON SOUTHWEST,** River Valley View Estate, near golf course. Paved road and all services to site, \$229,500. Phone 306-382-1299 or 306-382-9024.

**8500 ACRE RANCH** in RM of Reno, all grass, lots of water. \$474 per acre. 306-299-4445, [www.ranch-for-sale-sk.ca](http://www.ranch-for-sale-sk.ca)

**SASKATCHEWAN 6133**

**LAND FOR SALE** in RM McCrainy SW 1/4 16-30-28-W2, gravel on adjacent 1/4. Bids close Feb. 18, 2018. 306-229-2181, Kenaston, SK. Email: [brad.rink@mapleleaf.com](mailto:brad.rink@mapleleaf.com)

**5900 ACRE RANCH SW Saskatchewan, ID#1100582, GOVENLOCK, SK:** 5900 acre ranch in Saskatchewan, 15 kms from AB-SK border & 40 kms from USA border. There are 4892 acres deeded and 1012 acres government lease with 61 acres flood irrigated alfalfa. Property comes with a 4 bedroom home, corrals, heated barn & a massive steel shop. **MLS® Real Estate Centre, 1-866-345-3414.** For all our listings visit: [www.farmrealestate.com](http://www.farmrealestate.com)

**RM OF ROSEDALE #283** By Tender: SE 1/4 22-29-4 W3, 160 cult. ac. Highest or any tender not necessarily accepted. Submit tenders to: Box 37, Hawarden, SK., S0H 1Y0. Tenders close February 1, 2018. For more info, call Larry at 306-229-9926.

**WANTED: GRAIN FARM** approx. 1000 acres for purchase or rent in north half of Saskatchewan. Prefer with yardsite. Call: 780-205-4296 or email: [3star@telus.net](mailto:3star@telus.net)

**RM OF BLUCHER 343:** 2 quarters. SW-29-35-01-W3M, NW-29-35-01-W3M, 305 acres cult. 3 hopper bins totaling 16,000 bu. Call Bob at 306-717-1987.

**MANITOBA 6134**

**142 ACRES IN & overlooking beautiful Assiniboine Valley - Binscarth, MB:** 3090 sq.ft. home. 2 car garage. 50x80 insulated shop/in-floor heat, built in 2006. 400 amp, single phase power. 28x80 insulated shop. 40x60 storage. Close to mines at Esterhazy. Karen Goraluk, Salesperson, 204-773-6797, NorthStar Insurance & Real Estate, north-star.ca. MLS#1726260



**CHATFIELD/POPLARFIELD:** Opportunity to run your own cattle & grain farm. 1240 sq. ft. bungalow. 800 ac. owned, 1920 leased. 200 acres cult. balance hay & fenced pasture. Many outbuildings, \$799,000. Call Claudette: 1-888-629-6700. LJBaron.com

**FARMLAND FOR SALE:** 197 acres bordering Lake Wahatpanah in pasture/hay. Near Rapid City; 647 acres w/hydro, well, telephone. Bordering semi-private lake, near Horod (Pending Offer). Mark Neustaedter at Royal LePage Martin Liberty Realty, 204-724-7086.



**PRIME FARMLAND SALE:** Manitoba crop, beef or mixed-use farm with a history of excellent production. A great start-up, expansion or investment opportunity! 204-945-0891 Email: [bwords@mymts.net](mailto:bwords@mymts.net) [www.greenfarmforsale.com](http://www.greenfarmforsale.com)

**4 1/2 QUARTERS- BIRTLE, MB:** 706 total acres. Mixed farm. 3000 sq.ft. dwelling, 5 bdrm, 3 bath. 30x215 pole shed. 2nd yardsite, 2 - 32x55 pole sheds, 40x60 machine shed. Grain storage. Gravel pit. 2 wells. Karen Goraluk, Salesperson, 204-773-6797, NorthStar Insurance & Real Estate, north-star.ca. MLS#1726260

**238 ACRE FARM** on Drifting River. 200 workable ac., 100 yr. old shelter belt, w/ older useable house, and 11 out buildings. New wiring to out buildings, new 200A panel in house, new base boards, and very good well. 431-738-1888, Dauphin, MB.

**PASTURES 6136**

**MULCHING- TREES, BRUSH, Stumps.** Call today 306-933-2950. Visit us at: [www.maverickconstruction.ca](http://www.maverickconstruction.ca)

**RECREATIONAL VEHICLES**

**ALL TERRAIN VEHICLES 6161**

**4 WHEEL BOMBARDIER** Rotax, 250 hrs, like new, \$4000; Wanted: 14' bumper hitch dump trailer. 306-304-1959, Goodsoil, SK.

**RENTAL/ACCOMODATIONS**

**APARTMENTS/HOUSES 6210**

**HOME FOR RENT:** Furnished, 2 bed + den, 2 bath, close to U of S, Saskatoon, SK. \$1300/mo. + utilities. Call 306-270-4323.

**VACATION ACCOMMODATIONS 6245**

**SUN BEACH MOTEL,** 1 bdrm suite, \$695, Lakefront 2 bdrm, \$850. 250-495-7766, Osoyoos, BC. [www.sunbeachmotel.net](http://www.sunbeachmotel.net)

**SAWMILLS 6360**

**SAWMILLS** from only \$4397 - Make Money and Save Money with your own bandmill. Cut lumber any dimension. In stock, ready to ship. Free info. and DVD: [www.NorwoodSawmills.com/168](http://www.NorwoodSawmills.com/168) or call 1-800-567-0404.

**WOOD-MIZER PORTABLE SAWMILLS,** eight models, options and accessories. 1-877-866-0667. [www.woodmizer.ca](http://www.woodmizer.ca)

**PEDIGREED SEED**

**NOTICE TO SEED ADVERTISERS**

The Seeds Regulations prohibit the advertisement or sale of common seed of the major crop kinds by variety name. A variety name may only be applied to pedigreed seed that has been grown, processed, sampled, tested and graded as set out in the Seeds Regulations. Furthermore, seed of unregistered varieties of the crop kinds subject to variety registration may not be sold in Canada even when labelled as common seed.

For more information contact the Canadian Food Inspection Agency, Seed Section at: [seedsemence@inspection.gc.ca](mailto:seedsemence@inspection.gc.ca) or phone 1-800-442-2342

**CEREAL SEEDS**

**BARLEY 6404**

**AAC SYNERGY,** Cert. top quality seed. Very high yielder, gaining acceptance with maltsters. Contracts available. Inquiries welcome. Gregoire Seed Farms Ltd, North Battleford, SK., call 306-441-7851 or 306-445-5516. [gregfarms@sasktel.net](http://gregfarms@sasktel.net)

**SEED-EX** Best pricing, Best option Best service

**WE BUY!**

- AAC Synergy Malt Barley
- 15.0+ protein Hard Red Spring Wheat and 11.5 Protein Winter Wheat
- Soybeans and Peas
- Feed Wheat, Barley and Corn

**Farm Pick up Available**  
**1-800-258-7434** [matt@seed-ex.com](mailto:matt@seed-ex.com)

**CERTIFIED CDC Copeland & AC Metcalf.** Call Travin Seeds, 306-752-4060, Melfort, SK. [www.travinseeds.ca](http://www.travinseeds.ca)

**CERTIFIED #1: CDC COPELAND, AC Metcalf, CDC Polarstar, AAC Connect, CDC Fraser.** Lung Seeds Ltd. 306-368-2414, Lake Lenore, SK.

**CERT. AC METCALFE,** 99% germ., 96% vigor, 0% smut, 0% fus., 49.4 kernel weight, will be cleaning late Jan. \$8.25/bu. Olynick Seeds, 306-338-8078, Quill Lake, SK.

**CERTIFIED CDC Austenson & Maverick** feed barley. Travin Seeds, 306-752-4060, Melfort, SK. [www.travinseeds.ca](http://www.travinseeds.ca)

**CDC COPELAND, Fdn., Reg.,** Cert. top quality seed. Widely accepted malt variety. Inquiries welcome. Volume discounts. Gregoire Seed Farms Ltd, North Battleford, SK., call 306-441-7851 or 306-445-5516. [gregfarms@sasktel.net](mailto:gregfarms@sasktel.net)

**CERTIFIED #1 Metcalf(2R) & Legacy(6R).** Fenton Seeds, 306-873-5438, Tisdale, SK.

**CERTIFIED # 1, high germ:** AC Metcalf, CDC Copeland, Seed Source, Archerwill, SK., 306-323-4402.

**CERTIFIED CDC MAVERICK.** Hickseeds 306-354-7998 (Barry) or 306-229-9517 (Dale), Mossbank, SK.

**AC METCALFE, CDC COPELAND, CDC POLAR STAR,** top quality. Wiens Seed Farm 306-377-2002, Herschel, SK.

**INVITATION FOR OFFERS**

**TAYLOR BROS. FARM LTD. and EDWIN POTATO GROWERS LTD.**

Taylor Bros. Farm Ltd. ("TBF") and Edwin Potato Growers Ltd. ("EPG") (collectively, the "Companies") were engaged in the business of leasing farmland near Portage la Prairie, Manitoba. The Companies own approximately 2,903 acres of farmland.

Deloitte Restructuring Inc., in its capacity as Liquidator of the Companies invites offers to purchase any and all of 15 parcels of land and other assets of the Companies.

All offers must be sealed and marked "OFFER - TBF AND EPG" and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than 5:00 p.m. CST on Friday, March 2, 2018. Every offer submitted shall be in the Offer to Purchase prescribed in the Sales and Information Package.

The highest or any offer will not necessary be accepted. To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John Fritz at (204) 944-3586 ([jofritz@deloitte.ca](mailto:jofritz@deloitte.ca)).

**Deloitte.**

**LANE REALTY**

For the most VALUE & EXPOSURE that you deserve when selling your farm or ranch property, contact one of our Farm & Ranch Specialists today!

**BOB LANE - Broker** (306) 569-3380  
**JASON SELINGER - Regina/South Central** (306) 539-7975  
**ED BEUTLER - Whitewood** (306) 620-7260  
**JASON BEUTLER - Yorkton/Estevan** (306) 735-7811  
**DOUG JENSEN - Melville/Raymore** (306) 621-9955  
**STAN HALL - Strasbourg/Watrous/Humboldt** (306) 725-7826  
**MORWENNA SUTTER - Prince Albert/Melfort/Kelvington** (306) 327-7129  
**MURRAY MURDOCH - Kindersley/Rosetown/Davidson** (306) 858-8000  
**DARRELL HERAUF - Regina District** (306) 761-1863  
**DALE MURDOCH - Swift Current/Maple Creek/West Central** (306) 774-6100  
**DARREN SANDER - Saskatoon/Battlefords** (306) 441-6777  
**ASHLEY MURDOCH - Outlook Country Residential** (306) 860-8686

Visit us at **Agri-Visions Farm Trade Show** in Lloydminster, SK February 14-15, 2018!

**LANE REALTY**  
Saskatchewan's Farm & Ranch Specialists™  
124 Registered Sales in 2017!  
**Ph: 306-569-3380**  
WITH OVER 36 YEARS IN THE BUSINESS!  
"Now representing purchasers from across Canada and overseas!"

Visit our website at: [www.lanerealty.com](http://www.lanerealty.com)  
to view current listings and virtual tours

**AGRICULTURAL LAND FOR SALE BY TENDER**

**RM of North Battleford No. 437**

Having received instructions from the registered owner, the undersigned offers the following agricultural land situated in the RM of North Battleford No. 437 for sale by Tender:

**SE 36-43-15 W3** (160 acres) - Taxable assessment - \$127,435  
**SW 36-43-15 W3** (160 acres) - Taxable assessment - \$127,435

All tenders to be accompanied by a certified cheque for 3% of the tender payable to "Norsasklaw Prof. Corp. Trust" (refundable).

Send or deliver all offers in a sealed envelope marked "LAND TENDER - E4224R" to the undersigned on or before 10:30 AM on the 7th day of February, 2018. Possession on closing.

Highest or any offer not necessarily accepted.

**NORSASKLAW - ATT: RICHARD GIBBONS**  
#1381A - 101st Street, North Battleford, SK S9A 0Z9  
Ph: 306.445.7772 • Fx: 306.445.7722 • Email: [reception@norsasklaw.com](mailto:reception@norsasklaw.com)

**ANDJELIC**

**LAND FOR LEASE AT [WWW.ANDJELIC.CA](http://WWW.ANDJELIC.CA)**

Join Our Mailing List For New Listing Updates

20 Qtrs Chesterfield 261 | 10 Pivots in Maple Bush 224 | 3 Qtrs Paddockwood 520 (Organic)

Scott Simpson | 204-770-0911 | [scott@andjelic.ca](mailto:scott@andjelic.ca)



PUBLIC NOTICE

HEALTH CHEMISTRY LAB \$546.11; HI-BU INC. \$69.00; DEXX DISTRIBUTION CORPORATION \$188.49; HEARTMEDIA \$27.00; INTERSTATE POWERSYSTEMS \$101.83; KNIGHT PRINTING \$308.00; LITTLE MIRACLES, INC. CHILD CARE CENTER \$484.88; LOCATORS & SUPPLIES \$330.00; MENARDS LUMBER-G.F. \$136.63; MENARDS LUMBER-G.F. \$64.32; MIDCO \$1,583.67; MILLER MOTIVATIONS LLC \$1,000.00; MODERN INFORMATION SYSTEMS INC \$308.60; NAPA AUTO PARTS #464 \$105.53; ND SECRETARY OF STATE \$36.00; NDPH/CAR SEATS \$66.00; NELSON INTERNATIONAL \$6.96; NODAK ELECTRIC COOPERATIVE \$49,459.14; NORTHERN PLUMBING SUPPLY \$245.98; O'NEILL, PETER \$108.03; OFFICE DEPOT \$204.12; OK WD AUTOMOTIVE \$95.11; ORCHARD OIL \$5,356.49; OTIS ELEVATOR CO. \$176.27; PETTY CASH/HEALTH DEPARTMENT \$144.62; PRO DOG SECURITY, LLC \$4,060.00; REVOLUTIONS POWER SPORTS INC \$182.58; RYE TOWNSHIP \$7,830.25; SAFETY KLEEN CORP \$432.00; SANOFI PASTEUR INC \$9,382.48; STRATA CORPORATION \$57.75; SURPLUS CENTER \$31.71; THE UPS STORE #1608 OOL ROAD \$31.49; TRUE TEMP INC \$22,341.54; TYLER TECHNOLOGIES, INC. \$2,500.00; UNDBUSINESS OFFICE \$7.09; US ASSURE INSURANCE SERVICES OF FLORIDA, INC \$1,225.00; USABLUBOOK \$159.72; VALER INSURANCE INC \$50.00; VERDER \$480.55; VERIZON WIRELESS \$4,309.31; WALKER, MARK \$324.85; WALMART COMMUNITY \$511.53; WEBSTER FOSTERWESTON \$1,350.00; WELLS FARGO BUS PYMNT PROCESSIN \$2,091.18; WELLS FARGO BUS PYMNT PROCESSIN \$1,761.72; XCEL ENERGY \$8,385.35; AE ADVANCED ENGINEERING INC \$26,450.60; AMERIPRIDE \$445.70; AUTO VALVE EXPRESS \$110.42; AUTO VALVE EXPRESS \$33.99; AUTO VALVE EXPRESS \$263.41; FARGOJOBS HQ \$608.24; FORKS FREIGHTLINER \$204.07; FORUM COMMUNICATIONS COMPANY \$621.00; GF WELDING \$102.51; HARDWARE HANK \$376.67; HAWKINS INC \$2,952.00; HOME OF ECONOMY \$576.92; MVT LABORATORIES \$114.30; NORTHDALE OIL INC \$470.64; O'REILLY AUTO PARTS \$119.34; OPR CONSTRUCTION CO. \$3,687.00; ORNAMENTAL IRON CO \$75.00; JONIQUE AUTO BODY \$1,657.68; VALLEY PETROLEUM EQUIPMENT INC \$204.18; VALLEY TRUCK PARTS \$585.92; ABC LAWN&LANDSCAPE \$580.00; ADVANCED FIRE PROTECTION \$500.00; ADVANTAGE LAWN CARE \$200.00; AHMED, HAWO \$25.00; ALERUS CENTER \$300.00; AMERIGLO, LLC \$1,960.00; ANTHONY LA FROMBOISE \$55.00; ARNTZ, BARRY \$200.00; BALCO UNIFORM COMPANY INC \$825.54; BORDER CHEMICAL CO LTD \$5,074.81; BRIAN LEWIS CONSTRUCTION \$3,900.00; BROOKS, RYAN \$1,000.00; BRUNER, DAVE \$48.00; BURG-G'S ACME HARDWARE \$25.88; BURMAN, DENA \$15.55; CASSETTA, DANIEL \$24.15; CITY OF FARGO \$75.00; CITY OF GRAND FORKS IT DEPT \$181.10; CLIMATE CONTROL INC \$1,095.50; COLE PAPERS INC \$579.40; COPY CAT PRINTING \$1,039.00; CROSS COUNTRY FREIGHT SOLUTIONS, INC \$94.40; CVC \$288.93; DAKOTA FIRE PROTECTION \$785.00; DAVIS, ASHLEY \$15.55; DISCOVERY BENEFITS INC \$350.00; DRIVERS LICENSE GUIDE CO \$82.50; EDWARDSON, ANDREA \$80.25; FEDERAL EXPRESS \$84.21; FUGAZZI, NICHOLAS \$300.12; GF CONVENTION/VISITORS BUS \$108,336.52; COUNTY \$112,992.00; GRAND COUNTY SHERIFF'S OFFICE \$114.53; GF UTILITY BILLING DEPT \$33.18; GF/EGF MPO \$8,431.55; GIBBS, RONALD \$120.76; GLOBAL SAFETY NETWORK INC \$391.00; GRAND FORKS HERALD (subscriptions) \$454.00; GRAYMONT (WI) LLC \$25,410.96; GRETCHEN GUETTER \$221.49; GROSETH, JESSICA \$15.55; GTP ACQUISITION PARTNERS II LLC \$53.44; HAGH COMPANY \$1,037.84; HAGA, PETER \$553.86; HANNAHER'S \$255.37; HEPPER OLSON ARCHITECTS LTD \$1,155.50; HILLBRAND, HEIDI \$40.25; AFPC MEMBERSHIP \$208.00; SUITE FORWARD, INC/GF \$172.00; INTERSTATE TOWING \$65,000; ITALIAN \$150.34; J.P. COOKE COMPANY \$350.50; JACOBSON, TRAVIS \$32.20; KALASH & PETTIT \$5,584.89; KNIGHT PRINTING-FARGO \$200.00; KUSSMAUL ELECTRONICS CO. INC \$528.15; LAHAISE, SHANNON \$184.92; LINSEY ROAD \$257.29; LITZINGER, JULIE \$100.58; M&K PORTA POTTIES \$100.00; MAGNET FORENSICS \$1,200.00; MCCONNELL, JENNIFER \$15.55; MENARDS LUMBER-G.F. \$1,131.09; MENARDS LUMBER-G.F. \$41.67; MERRYMAIDS \$340.00; MICHAELS #1583 \$47.49; MODERN INFORMATION SYSTEMS INC \$399.84; MOORE MEDICAL CORPORATION \$891.21; NAKAI, REMNEEK \$10.00; ND ASSOCIATION OF COUNTIES \$1,449.10; ND ASSOCIATION OF COUNTIES \$4,319.72; ND FIREFIGHTER'S ASSOCIATION \$65.00; ND STATE RADIO COMMUNICATIONS \$3,000.00; NODAK ELECTRIC COOPERATIVE \$1,687.08; NORTH DAKOTA ONE CALL INC \$706.45; OLSON, CARLY \$47.75; OVERDRIVE INC \$1,298.15; POKHREL, UDAYA \$55.35; PRAKXAIR INC \$2,910.38; PREMIUM WATERS INC \$68.25; RAINMAW LAWN SYSTEMS \$6,900.00; RED WING SHOE STORE

PUBLIC NOTICE

\$208.24; RELIASTAR LIFE INSURANCE CO \$68.97; RYDELL CHEVROLET CO \$181.49; SAM'S CLUB DIRECT \$166.26; SAM'S CLUB DIRECT \$105.68; SAM'S CLUB DIRECT \$105.53; SAM'S CLUB DIRECT \$85.97; SAM'S CLUB DIRECT \$39.42; SCHREINER, SHEILA A \$60.93; SHJERVE, NICOLE \$28.18; STRATA CORPORATION \$312.15; TECH SALES CO \$1,743.29; THE UPS STORE #1609 OOL ROAD \$31.79; THOMPSON INSURANCE CO \$37.00; THURSTON, MOLLY \$28.18; TROJAN PROMOTIONS \$269.00; UNLR, MAXINE \$28.18; US CONFERENCE OF MAYORS \$5,269.00; VALLEY CHRISTIAN CENTER \$60.00; VALLEY COMMUNITY HEALTH CENTER \$499.97; VOGEL LAW FIRM \$206.50; WALSH COUNTY AUDITOR'S OFFICE \$980.94; WARD, TIM \$70.73; WATERLIGHT DEPARTMENT \$34.29; WEIGEL, NICOLE \$40.25; WIDMAN'S FINE CANDIES \$160.00; WINKLER, DARIN \$36.92; XCEL ENERGY \$33,223.27; P.O. ST. BOARD \$1,305.00; AMERIPRIDE \$80.00; BORDER STATES TROPHY AND AWARD \$400.00; CALFA \$374.73; DENNIE, DELVEY, INC \$240.00; ELECTRO WATCHMAN INC \$2,467.94; FORUM COMMUNICATIONS COMPANY \$15,201.00; ORUM COMMUNICATIONS COMPANY \$19,388.64; HAWKINS INC \$6,943.90; INDUSTRIAL CONTRACT SERVICES, INC \$10,146.00; LASER SYSTEMS INC \$1,502.73; LIBERTY BUSINESS SYSTEMS \$1,401.42; PRAKXIS STRATEGY GROUP \$5,343.75; STREICHER'S \$1,254.39; TRACKER \$3,300.00; VILANDRE HEATING, AIR & PLUMBING \$689.50; 32ND AVE CENEX \$8.50; ACME ELECTRIC \$407.73; ACME RENTALS \$65.00; ADVANCE AUTO PARTS \$175.00; AMERIGLO \$18.00; MONROE \$810.00; AUTO GLASS AFTERMARKET \$339.00; BALCO UNIFORM COMPANY INC \$135.85; BATTERIES/BULBS \$19.98; BORDER STATES ELECTRIC \$3,190.38; BRIAN LEWIS CONSTRUCTION \$3,598.80; GLA LABORATORY PROGRAM \$150.00; COLE PAPERS INC \$48.80; DAKOTA PUMPS/CONTROL CO \$2,635.00; DAKOTA SUPPLY GROUP \$1,761.42; DAYDREAMS SPECIALTIES, LLC \$110.00; DOCU SHRED INC \$38.13; ESSI, MEGAN \$232.50; EVOLVE GRAND FORKS \$1,000.00; FASTENCO \$20.64; FORK RADIATOR \$324.00; FUSION AUTOMATION \$2,004.48; G&L SERVICES INC \$415.12; GF COUNTY CORRECTIONAL CENTER \$24,033.47; GF CUSTOM WOODWORK INC \$6,587.00; GLOBAL SAFETY NETWORK INC \$783.50; H20 \$90.87; HANNAHER'S \$79.99; INTERSTATE BILLING SERVICE \$1,772.93; INTERSTATE POWERSYSTEMS \$27.50; INTERSTATE TOWING \$570.00; ITD \$74.25; JUFFY LUBE \$21.80; JOHNSON CONTROLS INC \$833.80; JOHS, BRITANY \$150.00; KRAUS-PARR LAW OFFICE PLLC, KIARA \$300.00; LAWSOON PRODUCTS INC \$363.56; LITHIA OF GF #175 \$167.44; MENARDS LUMBER-G.F. \$235.78; MERCK SHARP AND DOHME \$882.76; MERRYMAIDS \$150.00; MONROE TYLER \$487.50; MOTION INDUSTRIES INC \$3,458.75; NATIONAL MUFFLER \$450.00; NDSU VETERINARY DIAGNOSTIC LABORATORY \$100.00; NEW VISION TRUCK ACCESSORIES \$300.00; NORTHERN TECHNOLOGIES LLC \$330.00; NORTHLAND PRINTING \$288.17; NYGROD, JOHN \$1,034.06; ORCHARD OIL \$1,824.00; PATIO WORLD LLC \$160.00; PRAKXAIR DISTRIBUTION \$21.36; RAILROAD MGMT CO III LLC \$214.01; RBB ELECTRIC INC \$897.07; RDO EQUIPMENT CO-REMIT FARGO \$535.54; RDO TRUCK CENTER GF \$33.12; ROSE FLOWER SHOP \$276.46; RYDELL CHEVROLET CO \$807.93; SANDIC, CHESTER \$488.88; SANOFI PASTEUR INC \$1,683.67; SHERWIN WILLIAMS CO \$130.88; SIMONSON STATION STORES-GF \$10.82; STANDARD INSURANCE COMPANY \$164.56; STRATA CORPORATION \$3,297.75; SURPLUS CENTER \$18.25; T.N.T. OUTFITTERS \$44.89; TERRACON CONSULTANTS INC \$5,629.00; TITAN MACHINERY-GRAND FORKS \$1,725.00; Tobacco Free North Dakota \$1,000.00; TODAY'S ORGANIZED LIVING LLC \$240.00; TRANSLATION RISK & ALTERNATIVE DATA SOLUTIONS INC \$112.00; TRISTEEL MFG CO \$390.00; ULLMANN \$258.49; UNIV OF MAJ CROOKSTON \$160.00; VALLEY DAIRY \$284.95; WARD K JOHNSON II PC \$210.00; WOLLIN, BRITANY \$457.50; XCEL ENERGY \$883.46; AIRGAS USA LLC \$63.96; ALLSTATE PETERBILT OF FARGO \$1,806.37; AMERIPRIDE \$458.12; AUTO VALUE EXPRESS \$1,402.44; BERT'S TRUCK EQUIPMENT INC \$615.98; BERT'S JIM'S E-SIDE TIRE, INC \$689.78; BORDER STATES TROPHY AND AWARD \$333.00; BUSINESS ESSENTIALS INC \$18.90; CUSTOM STRIPES INCORPORATED \$7.00; DIAMOND CLEANING SUPPLY \$220.00; DUSTERHOFF OIL INC \$44.32; FARMVILLE HO INC \$58.02; FORUM COMMUNICATIONS COMPANY \$89.16; GALLS, LLC \$103.00; GF WELDING \$441.90; GRAND FORKS FIRE EQUIPMENT LLC \$22.50; HOME OF ECONOMY \$903.09; KEITH'S SECURITY WORLD \$55.38; LARSON COMPANIES \$97.54; LIBERTY BUSINESS SYSTEMS \$458.85; MVT LABORATORIES \$447.00; NORTHERN SAFETY TECHNOLOGY INC \$255.00; NORTHWEST TIRE-GF \$83.64; O'REILLY AUTO PARTS \$1,267.13; RELIANCE TELEPHONE SYSTEM \$147.00; STATE INDUSTRIAL PRODUCTS \$496.12;

PUBLIC NOTICE

STONE'S SECURITY SYSTEMS INC \$173.50; UPPER MO DIST HEALTH UNIT \$22,747.00; VALLEY TRUCK PARTS & SERVICE \$119.87. 7.2 Minutes none. 8. CITY ADMINISTRATOR COMMENTS 9. MAYOR AND COUNCIL MEMBER COMMENTS-ward meeting schedule. 10. ADJOURNMENT - motion Wabber/Marshall to adjourn, carried 7 votes affirm. (January 20, 2018)

GRAND FORKS CITY COUNCIL AGENDA October 23, 2017 - 5:30 p.m. Council Chambers 1. GENERAL BUSINESS 1.1 Roll Call: Quorum present-Weigel (via phone), Schneider, Weber, Mock, Marshall, Vein - 6; absent: Sande - 1. 2. PUBLIC HEARINGS AND SECOND READINGS OF ORDINANCES 2.1 Pub. Hearing-Appeals & Certification of Special Assessments & approve findings: Proj. #7678.0, 2017 Sidewalk-motion Wabber/Mock that assessments for Project No. 7676.0, 2017 Sidewalk Projects, be accepted and confirmed and the assessments be levied against the property benefited in the principal together with interest on the unpaid balance yearly, to be collected with other taxes by the proper authorities. Carried 6 votes affirmative. 3. ADJOURNMENT-motion Mock/Weber to adjourn. Carried 6 votes affirmative. (January 20, 2018)

GRAND FORKS COUNTY COMMISSION MEETING January 2, 2018 - 4:00 PM. The Board met pursuant to adjournment with Commissioners Falck, Engen, Krauf, Malm and Pic present. Moved by Malm, seconded by Engen, to approve the minutes of the December 19, 2017 meeting. Motion carried unanimously. Moved by Pic, seconded by Malm, to approve the order of the agenda, adding CT Marhula after item number 7. Motion carried unanimously. Moved by Krauf, seconded by Pic, to adopt Robert's Rules of Order as the official procedure by which the Board of County Commissioners will conduct meetings. Motion carried with Falck, Engen, Krauf and Pic voting aye and Malm voting nay. Moved by Malm, seconded by Pic, to approve the consent agenda. Items in the consent agenda included: bills as submitted by the County Auditor, Check #23325-23523 in the amount of \$823,568.91; employee status changes for Emily Johnson, Lori Thurston, Randy Treske and Katie Polz; Court Claim Docket on parcel number 42-001-00080-000; overtime; and County Docket on parcel number 09-3503-00002-500. Motion carried unanimously. Nick West, County Engineer, addressed the board. Moved by Malm, seconded by Pic, to approve the County Federal Aid Contact and Contract Bond on Project BRIO-0018(0035). Motion carried unanimously. Moved by Engen, seconded by Krauf, to accept the bids from Nelson International and Truck Utilities and purchase a sign truck for \$258,895.60. Motion carried unanimously. CT Marhula, Grand Forks Library Group, said they would like a mid-town library and would like a countywide vote on the location of a new library. Moved by Malm, seconded by Pic, to approve the 2018 Domestic and Foreign Nonprofit Corporation Annual Report for the Grand Forks County Building Authority. Motion carried unanimously. Motion by Malm, seconded by Krauf, to adjourn. Motion carried unanimously. The meeting adjourned at 4:32pm. The next meeting will be held on January 16, 2018 at 4:00pm. Thomas H. Falck, Chairman Grand Forks County Commission Debbie Nelson, County Auditor (January 20, 2018)

IN DISTRICT COURT, GRAND FORKS COUNTY, STATE OF NORTH DAKOTA in the Matter of the Estate of GLENN G. GILBRAITH, also known as GLENN GILBRAITH and GLENN GARY GILBRAITH, Deceased. PROBATE NO. 18-2018-PB-00011 NOTICE TO CREDITORS NOTICE IS HEREBY GIVEN that the undersigned has been appointed personal representative of the above estate. All persons having claims against the said deceased are required to present their claims within three months after the date of the first publication or mailing of this notice or said claims will be forever barred. Claims must either be presented to Lori Ann Gilbraith, Personal Representative of the estate, P.O. Box 5267, Grand Forks, ND 58206-5267, or filed with the Court. Dated this 9th day of January, 2018. /s/ Lori Ann Gilbraith Lori Ann Gilbraith Personal Representative Kirk Tingum, State Bar No. 03884 CALDIS, TINGUM & TINGUM, LTD. 219 South Fourth Street

PUBLIC NOTICE

R.O. Box 5267 Grand Forks, ND 58206-5267 Phone: 701-772-5511 E-mail: ktingum@tingumlaw.com Attorneys for Personal Representative (January 13, 20, 2018)

NOTICE BEFORE FORECLOSURE 1. TO: JEFFREY HOLT 1129 Chestnut Street Grand Forks, ND 58201 NANCY HOLT 1129 Chestnut Street Grand Forks, ND 58201 the title owners of the following described real property: The land referred to is situated in the State of North Dakota, County of Grand Forks, and is described as follows: Lots "C" and "E" Auditor's Re-Subdivision of the North Part of Block Two, Lutheran Bible School Addition to the City of Grand Forks, according to the plat thereof on file in the Office of the County Recorder within and for Grand Forks County, ND, and recorded in Book "141" of Deeds, page 212 aka 1129 Chestnut Street, Grand Forks, ND 58201 2. Notice is hereby given that certain mortgage upon the above-described property, Jeffrey Holt and Nancy Holt, mortgagors, executed and delivered to Mortgage Electronic Registration Systems, Inc. solely as nominee for New Century Mortgage Corporation, mortgagor, dated October 20, 2008, and filed for record in the office of the Register of Deeds of the County of Grand Forks and State of North Dakota, October 27, 2008 as Document 656897. The mortgage has been or will be assigned to the Plaintiff prior to the commencement of a foreclosure action. Said mortgage was given to secure the payment of \$67,900.00, and interest according to the conditions of a certain promissory note, in default. NOTICE 3. Pursuant to the provisions of the Federal Fair Debt Collection Practices Act, you are advised that unless you dispute the validity of the foregoing debt or any portion thereof within thirty days after receipt of this letter, you will assume the debt to be valid. On the other hand, if the debt or any portion thereof is disputed, we will obtain verification of the debt and will mail you a copy of such verification. You are also advised that upon your request within the thirty day period, we will provide you with the name and address of your original creditor, if different from the creditor referred to in this Notice. We are attempting to collect a debt and any information obtained will be used for that purpose. 4. At this time, no attorney with this firm has personally reviewed the particular circumstances of your account. However, if you fail to contact our office, our client may consider additional remedies to recover the balance due. 5. Rushmore Loan Management Services may have previously sent you a letter advising you of possible alternatives to foreclosure, along with the documents for you to complete and return to Rushmore Loan Management Services to be evaluated for those alternatives. If you did not receive or no longer have the documents, or have not returned all of the documents, please contact Rushmore Loan Management Services, at 800-844-7300. Even if you have previously indicated that you are not interested in saving your home you can still be evaluated for alternatives to foreclosure. 6. The following is a statement of the sum due for principal, interest, taxes, insurance, maintenance, etc., as of 12/07/2017: Unpaid Principal Balance \$85,497.46 Unpaid Accrued Interest \$4,380.29 Uncollected Late Charges \$169.75 Property Inspections/Preservation \$132.00 Escrow Advance \$-838.41 Suspense \$-499.75 Recording Fee \$38.00 Grand Total \$89,479.34 7. That as of 12/07/2017 the amount due to cure any default, or to be due under the terms of the mortgage, exists in the following respects: Principle and Interest 8 months at \$622.21 \$4,977.68 Grand Total \$2,126.37 Escrow Late Charges \$169.75 Property Inspections/Preservation \$192.00 Suspense \$-99.75 Grand Total \$7,469.80 all of which must be paid by CERTIFIED FUNDS, MADE PAYABLE TO Rushmore Loan Management Services and mailed to the undersigned attorney to cure the default, plus any accrued interest, subsequent payments or late charges which become due and any further expenses for preservation of the property which may be advanced. PLEASE CONTACT THE UNDERSIGNED FOR THE EXACT AMOUNT DUE THROUGH A CERTAIN DATE. 8. You have the right, in accordance with the terms of the mortgage, to cure the default specified above. You also have the right to assert in the foreclosure action that no default exists or any other defense you may have to said action. Notice is further given that if the total sums in default, together with interest accrued thereon at the time of such payment, accrued payments then due and expenses advanced, are not paid within

PUBLIC NOTICE

thirty (30) days from the date of mailing or service of this Notice, the Mortgagee will deem the whole sum secured by the mortgage to be due and payable in full without further notice. Furthermore, proceedings will be commenced to foreclose such mortgage, and in the event of Sheriff's sale as provided by the laws of the State of North Dakota, the time for redemption shall be as provided by law, but not less than sixty (60) days after the Sheriff's sale. Dated November 15, 2017. MACKOFF KELLOGG LAW FIRM Attorneys for the Plaintiff Office and Post Office Address: 38 Second Avenue East Dickinson, North Dakota 58601 Tel: (701) 227-1841 Fax: (701) 225-6878 By: /s/ Casey J. Kostelecky, Attorney Casey J. Kostelecky, Attorney ND Bar #ND 08917

NOTICE is hereby given that on the 6th day of February, 2018, at the hour of 7:00 pm until 8 pm or until the business of the Caucus is concluded, in the Meeting Room of the Ramada Inn 1205 North 43rd Street, Grand Forks, North Dakota, the Republican Party of Districts 17, 18, 42 and 43 will each have their own separate at-large-caucus for each District for the purpose of electing delegates to the Republican State Convention all pursuant to North Dakota Chapter 18.1-03. This is not a Caucus to Endorse Legislative Candidates for each District but solely for the purpose of electing delegates to the State Republican Convention. The names of the District Chairmen of the following Districts making such call are: Josh Anderson, District Chairman of District 17; Nick Creamer, Chairman of District 18; Matthew Kopp, Chairman of District 42; Richard Glynn, Chairman of District 43. (January 20, 2018)

NOTICE OF PUBLIC HEARING AMENDING OF ZONING ORDINANCE Notice to the public is hereby given that the city council proposes to amend the zoning ordinance of the city of Grand Forks, North Dakota, to make the following changes in zoning regulations, restrictions or boundaries of the city of Grand Forks: The Zoning Map of the city of Grand Forks, established by Section 18-0205(2), of the Grand Forks City Code of 1967, as amended, is hereby amended as follows: To rezone and exclude from the Columbia Park West (Planned Unit Development), Concept Development Plan, Amendment No. 3 and to include within the Columbia Park West Planned Unit Development Plan, Amendment No. 4, Opportunity Park First Resubdivision to the city of Grand Forks ND, located at S 42nd Street and 38th Avenue South. All conditions and regulations relating thereto are amended in 18-0223 of the Grand Forks City Code and future amendments thereto, together with the attached/approved Columbia Park West (Planned Unit Development), Concept Development Plan, Amendment No. 4 of the described district area. Pursuant to Sections 40-47-04 and 40-47-05 of the North Dakota Century Code, as amended, and Section 18-1001 of the Grand Forks City Code of 1967, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, North Dakota, at the hour of 5:30 o'clock p.m. a public hearing will be held by the city council of the city of Grand Forks, North Dakota, at which time all citizens and interested parties will have an opportunity to be heard upon the aforementioned changes. Copy of said proposed change in regulations, restriction or boundary as hereinbefore described is available to the public for inspection and/or copying at the office of the city auditor in City Hall. Dated: January 17, 2018. Maureen Storstad City Auditor (January 20, 2018)

NOTICE OF PUBLIC HEARING TO AMEND THE STREET AND HIGHWAY PLAN TO INCLUDE PUBLIC R/W SHOWN AS DEDICATED ON PLAT OF CRYARY'S EIGHTH RESUBDIVISION Notice to the public is hereby given that the city council proposes to amend the Street and Highway Plan of the city of Grand Forks to include the public rights of way shown as dedicated on the plat of Cryary's Eighth Resubdivision to the city of Grand Forks, ND (located at 5800 blk of Belmont Road). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, North Dakota, at the hour of 5:30 o'clock p.m. a public hearing will be held by the city council of the city of Grand Forks, ND (located at 5800 blk of Belmont Road). and interested parties will have an opportunity to be heard upon the aforementioned proposal. Dated: January 17, 2018. Maureen Storstad City Auditor (January 20, 2018)

NOTICE OF PUBLIC HEARING TO AMEND THE STREET AND HIGHWAY PLAN TO INCLUDE PUBLIC R/W SHOWN AS DEDICATED ON PLAT OF OPPORTUNITY PARK FIRST RESUBDIVISION Notice to the public is hereby given that the city council proposes to amend the Street and Highway Plan of the city of Grand Forks to include the public rights of way shown as dedicated on the plat of Opportunity Park First Resubdivision to the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, North Dakota, at the hour of 5:30 o'clock p.m. a public hearing will be held by the city council of the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of February, 2018, in the council chambers in the City Hall in the city of Grand Forks, ND (located at South 42nd Street and 38th Avenue South). Pursuant to Section 40-48-16 of the North Dakota Century Code, as amended, notice is hereby given that on the 20th day of



# Medical lab giant vows to put patients first

CAROL SANDERS

THE Canadian arm of a giant global "life sciences company" that swallowed up a diagnostic lab business in Winnipeg promises to enhance the experience of patients and customers. In a letter to physicians last month about its purchase of Unicity Laboratory and X-Ray Services, Dynacare said it was closing some locations where there was a duplication in services and where the company said it could provide "an improved customer experience at a larger location with more staff."

Dynacare operates 200 laboratory and health services centres in Ontario, Quebec, Manitoba and Saskatchewan. Their services include blood collection, urinalysis and allergy testing. The company now owns 63 locations in Winnipeg. Prior to the acquisition

of Unicity, 21 locations were closed, Dynacare spokeswoman Andrea Price in Toronto said.

In the company's letter to Winnipeg doctors, Dynacare did not list the closed locations. When asked on Friday, a spokeswoman for Dynacare didn't provide an example of a lab that closed because of duplication. She did, however, provide an example of something expected to improve customer experience.

The company plans to introduce "Dynacare Net Check-In" in Manitoba early in 2018, Price said.

The free mobile app gives patients access to an electronic check-in service, Price said. Net Check-In lets patients hold their spot in line before they arrive at the lab, so they can arrive just in time for their test. The service was created to make it more convenient for patients by reducing on-site wait times. She said

the service already is available in other provinces where Dynacare operates.

"We believe the Dynacare acquisition of Unicity is a good-news story for Winnipeg," she said. In the past decade, Dynacare has "elevated the quality of lab services in Manitoba," Price said in an email.

"We built and equipped a state-of-the-art lab at 830 King Edward in Winnipeg. In 2013 Dynacare was the first to introduce leading-edge technologies such as Liquid-Based Cytology. We have new and upgraded (laboratory and health services centres) designed to enhance the patient experience. We were the first lab in Manitoba to receive (Manitoba Quality Assurance Program) accreditation."

Except for hospital labs, Dynacare now owns all the facilities in Winnipeg that carry on services such as

blood collection and urinalysis.

Critics have said consolidation of private labs could result in the erosion of Canada's publicly-funded health care system.

Articles in *Canadian Nurse* and the American peer-reviewed *American journal Open Medicine* in recent years have expressed concern about the growth of private labs.

"Because private corporations are substantially protected by law from the public disclosure of 'confidential business information', increased for-profit delivery has led to decreased transparency impeding informed debate on how laboratory services are delivered," the 2012 *Open Medicine* article said.

Medical labs play a role in 80 per cent of medical diagnoses in Canada, *Canadian Nurse* reported in 2011. Laboratory workers make up the third-largest

group of health-care professionals in Canada and medical laboratories consume more than \$4 billion of public money every year, it said.

They started out as non-profit facilities in the public health services and the hospital system. After the introduction of medicare in 1968, for-profit laboratory corporations expanded rapidly in several provinces, the nursing journal said. Government policies created a market for their services, public money funded their growth and institutions were established to consolidate their political power, it said.

Dynacare is owned by LabCorp which has 52,000 employees in about 60 countries and bills itself as a "global life sciences company." It reported net revenues of nearly \$9.5 billion for 2016.

carol.sanders@freepress.mb.ca

## Ontario premier slams Hortons franchisees

SHAWN JEFFORDS

TORONTO — Ontario's premier is double-doubling down on her criticism of Tim Hortons franchisees who cut worker benefits amid the province's minimum wage hike, saying a couple that own three coffee shops east of Toronto shouldn't use employees as pawns to push back against her government's actions.

Kathleen Wynne posted a statement on social media Friday that linked to a report about apparent benefits cuts at certain Tim Hortons locations in Whitby, Ont., and Ajax, Ont.

In a letter to employees that has been circulating on social media, franchisees Jason and Susan Holman tell their workers that some changes must be made as a result of the new "substantial, mandatory raise" they will be receiving.

If the employees take issue with those changes, they should call Wynne, the letter says.

"I encourage you to let her know how your workplace will change as a result of her new law and that you will not vote Liberal in the coming Ontario election in June 2018," the note says.

Wynne said the situation was "not acceptable."

"When I said franchise owners should take their fight to me, I didn't mean they should use their employees as pawns," Wynne wrote in a post on Twitter. "I'm happy to talk to any business owner about the minimum wage but taking it out on employees is not fair and not acceptable."

Jason Holman said he had "absolutely no comment" when reached by phone Friday afternoon at a Whitby Tim Hortons.

Earlier this month, Wynne accused the children of Tim Hortons' founders, who own a pair of franchises in Cobourg, Ont., of "bullying" their employees by cutting paid breaks and benefits in response to the wage hike. She said if Ron Joyce Jr., whose father co-founded the coffee shop chain, was opposed to the Liberal government's decision to raise the minimum wage, he should have picked a fight with her, not the workers.

Ontario's minimum wage rose on Jan. 1 to \$14 an hour from \$11.60. It will jump to \$15 in Jan. 1, 2019.

A spokeswoman for the Great White North Franchisee Association, which



Ontario Premier Kathleen Wynne.

represents some Tim Hortons shop owners, said the group had no comment on the latest incident.

Meanwhile, Ontario Labour Minister Kevin Flynn said he was struggling to understand why some Tim Hortons franchisees would court "reputational risk" by taking actions that hurt employees.

The minimum wage policy is popular with most Ontario residents and most businesses are implementing it without complaint, he said.

"This whole rearguard action by some individuals seems to be contrary to the wishes of the people of Ontario and contrary to the spirit of the changes in the first place," he said.

— The Canadian Press

## Jewish biz group gathers steam

AFTER working behind the scenes for a couple of years getting itself established, the Winnipeg Jewish Business Council is ready to start making its presence known.

On Jan. 29, it's holding its second public event in two months, this time featuring Bob Silver, president of Wester Glove Works (and co-owner of the *Winnipeg Free Press*) in a "Brunch with a CEO" event at the Food Studio on Roblin Boulevard.

Matthew Ostrove, the council's volunteer chairman, said it's been doing plenty of outreach attracting members and firming up its mandate, which includes building bridges with business organizations from other communities, such as the Manitoba Filipino Business Council and Manitoba Islamic Association.

Ostrove said the WJBC is also keen

to get the word out about positive business developments emerging from Israel.

"We want to be able to promote some of the science and technology innovation that are coming out Israel these days and to show them in a positive light," he said.

Silver, a tireless supporter of all aspects of Winnipeg business and civic life, will share thoughts about entrepreneurship at the event that will feature lunch prepared on the NutriGrill, a cooking device developed by Winnipeg inventor Phil Poetker.

Ostrove said the WJBC is planning to gear up as the year goes on with a series of events that will be open to the general public.

He said he's hoping to be able to feature prominent Israeli figures from the world of science and technology.

## Tenders

**NOTICE OF TENDER**

Tenders will be received for the following printing contract:

**Photocopy and Bindery Services for the Province of Manitoba**

Tender documents will be available as of January 23, 2018, 8:30 a.m., from Communications Services Manitoba at the address below.

Tenders are to be sealed, plainly marked as to content and addressed to the undersigned.

Tenders will be received up to 10:00 a.m. local time the 6<sup>th</sup> day of February 2018.

Manitoba Sport, Culture and Heritage  
Communications Services Manitoba  
10-155 Carlton Street  
Winnipeg, Manitoba R3C 3H8  
Attention: Robyn Wolfe

**Manitoba**

**INVITATION FOR OFFERS**

**TAYLOR BROS. FARM LTD. and EDWIN POTATO GROWERS LTD.**

Taylor Bros. Farm Ltd. ("TBF") and Edwin Potato Growers Ltd. ("EPG") (collectively, the "Companies") were engaged in the business of leasing farmland near Portage la Prairie, Manitoba. The Companies own approximately 2,903 acres of farmland.

Deloitte Restructuring Inc., in its capacity as Liquidator of the Companies invites offers to purchase any and all of 15 parcels of land and other assets of the Companies.

All offers must be sealed and marked "OFFER - TBF AND EPG" and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than 5:00 p.m. CST on Friday, March 2, 2018. Every offer submitted shall be in the Offer to Purchase prescribed in the Sales and Information Package.

The highest or any offer will not necessary be accepted. To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John Fritz at (204) 944-3586 (jofritz@deloitte.ca).

**Deloitte.**

**Manitoba Bar Association (MBA) 2018 Distinguished Service Award Recipient**

**K. Eleanor Wiebe, Q.C.**

The award, which was presented at a ceremony on Friday, January 19, 2018, recognizes Eleanor Wiebe's (Fillmore Riley LLP) distinguished and impressive legal career, including her many contributions to the legal profession and in the wider community.

The 2018 Pro Bono Award was also presented at the ceremony to Sacha Paul and Alyssa Mariani of Thompson Dorfman Sweatman LLP for their work in an intervention before the Supreme Court of Canada on behalf of the Council of Canadians with Disabilities in *Delta Airlines Inc. v Gabor Lukacs*.

The MBA Recognition Awards were also presented at the ceremony: Access to Justice Award to Karen Dyck; Equality Award to Yvonne Peters; Headnotes & Footnotes Award to Thompson Dorfman Sweatman LLP Litigation Department; Isabel Ross (MacLean) Hunt Award to Irene Hamilton; President's Award to Dean Jonathan Black-Branch, University of Manitoba Faculty of Law; and, Section Award to the Real Property Section (2016-2017 Co-Chairs Edward (Ned) Brown and Howard Nerman).

**THE MANITOBA BAR ASSOCIATION**  
L'ASSOCIATION DU BARREAU DU MANITOBA  
A Branch of the Canadian Bar Association  
Une division de l'Association du Barreau canadien

The Manitoba Bar Association is the voice of the legal profession.

Money doing more.

**ACU**

**A new kitchen**

Make your dreams come true.

ACUloans.ca

**With your donation you give a child... a childhood.**

Every day, Variety improves the lives of children with special needs. Whether it's new batteries for a hearing device or covering the insurance for advanced medical equipment, your donation has an impact today, and for the rest of their lives.

**DONATE TODAY**  
Call (204) 982-1050 OR VISIT varietymanitoba.com

**variety**  
The children's charity  
Any Child. Any Need. Every Day.

**VICKAR FORD ANNOUNCEMENT**

**SHAWN HENKE**  
Sale Consultant  
for the Month of December 2017

Congratulations to Shawn Henke for being the Winner of the "Top Sales Consultant for the Month" of December 2017.

Shawn wishes to invite all his family, friends and business associates to come in and visit him at Vickar Ford.

**VICKAR FORD**

2000 Main Street  
204-339-2000  
www.vickarford.ca

**Anxiety?**

Help is just a phone call away.

**204 925-0600**

1 (800) 805-8885

www.adam.mb.ca

**ADAM**  
Anxiety Disorders  
Association of Manitoba

**PEMBINA TRAILS SCHOOL DIVISION PROPERTY FOR SALE**  
(former Chapman School property)

LOCATION: 3707 ROBLIN BOULEVARD, Winnipeg, MB R3R 0E2  
SIZE OF PROPERTY: 3.01 acres  
BUILDING SIZE: Approximately 25,550 sq. feet  
CURRENT ZONING: "PR2" Parks and Recreation (Community)  
LEGAL DESCRIPTION: SP Lot 20 Plan 20249 WLT0 in RL 30 to 37 Parish of St. Charles  
SP Lot 19 Plan 20249 WLT0 in RL 30 to 37 Parish of St. Charles

Written submissions from interested purchasers must contain the following information:

- Purchase price for entire property;
- Effective date of purchase;
- Name and address of purchaser;
- Conditions, if any, associated with the purchase offer;
- If the submission is being made to lease rather than purchase the property, please provide relevant details.

The property was formerly used as a school which has been closed. The property is being sold "as is" with the Division offering no warranty as to the suitability of the property including the building for any specific use.

The Division is not prepared to enter into any mortgage or debt arrangement with the purchaser. The sale is subject to the approval of the Board of Trustees of the Division and the approval of the Public Schools Finance Board. The highest or any offer will not necessarily be accepted.

Please refer to the Pembina Trails School Division website at www.pembinatrails.ca for photos and more information.

Provincial Policy requires that an advertising period of ninety days (90) days occur. Submissions must be addressed to the following and must be received by the Division no later than 4 p.m., Friday, February 23, 2018.

**Craig M. Stahlke, FCPA, FCMA**  
Secretary-Treasurer  
Pembina Trails School Division  
181 Henlow Bay  
Winnipeg, MB R3Y 1M7  
Telephone 488-1767 ext. 1276  
Email: cstahlke@pembinatrails.ca

**Pembina Trails School Division**

**Alzheimer Society**  
MANITOBA  
Dementia Care & Brain Health

**If someone you know has Alzheimer's disease or another dementia, we're here to help.**

Call 204-943-6622 or 1-800-378-6699

**alzheimer.mb.ca**

**Pitblado Law welcomes Andrew Buck to the Partnership**

Andrew has a business law practice, with a focus on electronic commerce issues. He provides guidance about online delivery of goods and services, privacy, data protection, access to information, anti-spam law compliance and intellectual property control and capitalization.

He advises clients on a variety of issues, creates policies and advocates on behalf of his clients, to help them respond to their legal challenges and opportunities. Andrew's practice also includes a significant research and analysis component and the provision of timely strategic advice, including guidance for responding to privacy breaches.

He is a frequent speaker and media commentator on privacy and data protection matters.

Andrew received his law degree from the University of Manitoba in 2009, and was awarded the University Gold Medal for the highest standing in the Bachelor of Laws program. He was called to the Bar in 2010.

This exceptional lawyer has shown dedication, diligence, and exemplary leadership through his work. Please join us in congratulating Andrew on admission to the Partnership as of January 1, 2018.

**Pitblado**  
pitblado.com



**FARM EQUIPMENT**

2012 Schuler HF295 Feed Wagon, hydraulic driven, left-hand discharge, good shape, \$10,500. 605-228-2956

WANTED: John Deere Planters, 7000, 7100, 7200, 7300 or 1700 Series, any rows. 605-770-3004

For Sale: M550 Meyers manure spreader, \$5000. Clinton MN (320) 305-0938

05 H1100 Tilt tub hay grinder, Hay/corn screens, Corn hopper, nice, \$31,500. (605) 881-1841

**FARM EQUIPMENT**

Case IH 1250, front fold, early riser planter, 16R, liquid fertilizer, markers, PTO pumps, trash whippers, variable rate seed, row shut offs. \$71,000. (605) 352-1483

**Used 2016 12 ft. BBI MagnaSpread Fertilizer Spreader.** Rate controller, tarp, plug to tractor supplied hydraulics, 550 metric floatation tires on walking tandem beam, 9.5 ton capacity, stainless steel hopper. Call for other options 701-640-4650

**FARM EQUIPMENT**

2006 Bobcat S205 skid steer, nice shape, cab, heat, AC, power bobtach, good tires, 2840 hrs, 62 HP Kubota diesel, 2100lb lift, clean solid loader, \$20,800/offer (701) 318-2086 delivery possible

2005 New Holland LS 190B skid steer, nice shape, cab, heat, 2 speed, clean, good bucket, 80 HP turbo diesel, 3000lb lift, good tires, 2,340 hrs, solid loader, \$22,800/offer (701) 318-2086 delivery possible.

2005 Bobcat S250 skid steer, nice shape, cab, heat, AC, 2 speed, 1380 hrs, 90% good tires, good bucket, clean loader, no rust, 75 HP Kubota diesel, 2500lb lift, \$25,300/offer (701) 318-2086 delivery possible.

2008 Bobcat S300 skid steer, nice shape, cab, heat, AC, power Bobtach, 2 speed, radio, 81 HP Kubota turbo diesel, 3000lb lift, clean, no rust, 2,610 hrs, nice 74" Bobcat bucket with bolt on cutting edge, 1 year old, \$26,300/offer (701) 318-2086 delivery possible.

For sale: 16 row 2012 JD1770 planter, excellent condition, precision e-sets, Dawn hydraulic row cleaners, 700 gal. Fertilizer tank, new disk openers, seed tubes, gauge wheels, fertilizer tubes. Field ready \$72,000. Call (605) 730-2547

Wanted: John Deere no till drill, 15 or 20 feet. 7 1/2 inch spacing. Call (605) 770-3004

**FARM EQUIPMENT**

For Sale by Bid: 2006 JD 1590 No-Till Drill 15', 7 1/2" row spacing, standard seed boots, 1/2 speed drive. Dual caster wheel hitch with tongue, grass seed box and grain agitator. Sealed bids must be post marked by Feb. 7, 2018, to be opened at the regular Conservation District Board meeting on Feb. 12, 2018. Please mail to: Hamlin Conservation District, PO Box 165, Hayti, SD 57241-0165; with the word "&#147;bid" written on the envelope. Drills may be seen in Hayti by calling for an appointment at 605-783-3642. Hamlin Conservation District reserves the right to accept or reject any or all bids. (605) 783-3642

Kunh Knight 1159 manure spreader, 600 bu, new floor chains, good paint, \$18,500. Meyers 750 VB manure spreader, 750 bu. new floor chains, \$29,900. New Artec SD600 vertical beater spreader, 750 bu., guillotine gate, spring suspension, \$42,500. New Artec SBX 800 vertical beater spreader, 1000 bu., guillotine gate, spring suspension, \$49,500. Farmaid 550 reel mixer, rebuilt, scale, \$19,900. Knight 3130 reel augie, 300 cu. ft., rebuilt, 3 auger discharge, \$16,500. Knight 2300 reel augie, 260 cu. ft., rebuilt, 3 auger discharge, \$9,800. Meyerkink 340 3 auger mixer, rebuilt, \$14,500. New Valmetal vertical mixer 485 cu. ft., 46" incline, \$28,500. New SAC-3650 vertical mixer, 515 cu. ft. front 41" discharge, \$33,900. Kelly Ryan 5x12 feed wagon, like new, \$11,500. Other livestock equipment on hand, will take trades, RT Equipment (605) 359-0228

2016/2017 Precision Max Planter 16/31 Row; 20/20 Seed Sense monitor, VSet meters, Delta Force hydraulic down pressure, Yetter Shark-Tooth row cleaners/Clean Sweeps, twin 250g fertilizer tanks SureFire manifold, Keeton Seed firmers, Kinze Row units, approx. 3,700 acres. \$175,000. OBO. (701) 421-0006

For sale: 2002 16R30 6186 White Corn Planter, liquid fertilizer, Dawn trash whippers-screw adjust, thoroughly maintained and updated. Shredded. Spare parts also for sale. Corona, SD Todd at (605) 949-0156 \$20,000.

2013 Spread All Spreader: 30 Ton, Spreader knife, excellent shape. \$34,000 OBO. (402) 394-8287

New Holland L553 Skidsteer, \$4,000. (320) 305-0938

For Sale: 2001 JD 9750 combine, duals, single point hook-up, good machine, \$53,000/OBO. Also, 2 - 2008 635F flex heads, full finger, good. \$14,000 ea./OBO Call (605) 460-1770

**Versatile & International**  
735 Versatile with PTO  
1466 Turbo International  
65% rubber on both tractors  
Call 701-361-8300

**FARM EQUIPMENT**

White 6122 12-30 planter, row cleaners, new opener discs last spring, liquid fertilizer with squeeze pump or AgXcell precision fertilizer system, Tru-Count row shut off, Ag Leader modules, Trimble 262 RTK receiver, will sell with or without precision equipment. No Telemarketers 605-214-1057

**INVITATION FOR OFFERS  
TAYLOR BROS. FARM LTD. &  
EDWIN POTATO GROWERS LTD.**

Taylor Bros. Farm Ltd. ("TBF") and Edwin Potato Growers Ltd. ("EPG"), collectively, the "Companies" were engaged in the business of leasing farmland near Portage la Prairie, Manitoba. The Companies own approximately 2,903 acres of farmland.

Deloitte Restructuring Inc., in its capacity as Liquidator of the Companies invites offers to purchase any and all of 15 parcels of land and other assets of the Companies.

All offers must be sealed and marked "OFFER - TBF AND EPG" and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than 5:00 p.m. CST on Friday March 2, 2018. Every offer submitted shall be in the Offer to Purchase prescribed in the Sales and Information Package.

The highest or any offer will not necessary be accepted. To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John Fritz at (204) 944-3586 (jofritz@deloitte.ca).

Deloitte.

For Sale: 2003 JD 730 Air Disk Drill with 1910 air cart, meters, recently rebuilt, air tubes and hoses recently replaced. Asking \$18,000. 20 ft. Concord Air Seeder with 1002 tow behind seed cart. Asking \$3,000. 42 ft. 4700 Case IH Field Cultivator, asking \$1,200. 30 foot IHC #45 Field Cultivator, tandems on main frame, singles on wings, Asking \$600. All above equipment is in good condition. 701-668-2361 or 701-840-5108.

AGWEEK ads cover 4 states and bring results. Call 888-857-1920

AGWEEK ads cover 4 states and bring results. Call 888-857-1920

**AGWEEK Deadline**  
The deadline for farm ads to run in AGWEEK is Thursday at 3:00 PM for the following Monday edition.

**FARM EQUIPMENT**



Stainless steel parts for John Deere 1900 & 1910 air cart. 701-680-0939 or 701-680-0990

**COMBINES**

Concord ATX 6012 Air Seeder with disk levelers, 6-section NH-3 controller, variable rate - NH-3 & dry. Double shoot, missile hitch, dutch openers with Ag Leader Insight monitor. 701-220-8287

**TRACTORS**

John Deere 7410 with 740 loader, 8,000 hours, MFD, left hand reverser, 3 SCV, joystick, Firestone tires 50%, grapple available, nice condition, \$44,000. (712) 461-0964

2008 John Deere 7930 tractor, low hours, immaculate condition, always shedded, 18.4-46" rubber at 80%, have auto steer. (605) 770-2814

Tires and Wheels for 7120 Magnum 14.9R28, 2 rims and 2 brand new tires, 605-216-8409

1977 JD 4430, 8676 total hrs, 3 hyd, 3pt hitch, w/JD 725 Quick-tatch loader, 8' bucket & grapple, ho welds. Tractor has many new parts, very clean, tires 60-70%. Must be seen to appreciate. \$18,500. Shredded & located 15 mi S.E. of Moberg, Hwy 1804 to Riverview Rd, 3/4 mi west. George Turner (605) 762-3340

For Sale: 1991 model Case IH Maxxum 5140 MFD tractor, 109 HP, 12,544 hours, 3 rear hydraulics, 540 and 1000 PTO, 12.5R54 rear tires, 12.5R42 on front, excellent shape, asking \$18,500. (701) 680-0738

75 JD 4430 Quad range, 3 hydraulics, 12,000 hrs with JD 740 Loader with bucket and grapple. Loader is like new. JD 725 Loader, 8ft bucket and grapple. JD 148 Loader with 8ft bucket. (605) 350-1138 Ask for Joel.

**ATTENTION FARMERS!**  
Get your new Steiger tractor parts at a 10-20% discount.

American made parts!  
**Big Tractor Parts**  
1-800-982-1769  
We also rebuild axles, differentials & transmissions with 1 year warranty.

**FARM TUFF** New, Remanufactured & Recycled Ag Replacement Parts

**AbileneMachine** Ag Replacement Parts

**Overhaul Kits & Components**

- Top-quality, tested parts
- Competitive pricing
- Large inventory

We have a full line of engine components to get you back into the field — FAST.

**AbileneMachine** 844.340.4020 (SOUTH DAKOTA)  
800.319.4026 (KANSAS)  
AbileneMachine.com

Call in your order & pick up in Sioux Falls or receive in 1-2 Days when shipped. Off I-90 and Cliff St. Exit 1720 E. 63rd St. N.



**Truflex Land Rollers**  
Heavy 6X6 frame  
Hydraulic Floating Hitch  
Hydraulic Wing Steer  
Replaceable Roller Shaft



**Dave's Machine**  
**Sprayer Boom Extensions**

JD 40 series - extend to 132'. Simple bolt on design - no welds to crack

**High Clearance Sprayer Jack Stand**  
Better stability for changing wheels



**ATV Drainage Wheels**  
Smooth road travel. Aggressive lugs create a better channel for water flow

**Skid Steer Attachments**  
Snow Pusher  
Pallet Forks  
Rotary Brush Cutter



Hallock, MN 56728, Hugh 218-843-1139, hhunt@wiktel.com







**INVITATION FOR OFFERS**  
**TAYLOR BROS. FARM LTD. and EDWIN POTATO GROWERS LTD.**

Taylor Bros. Farm Ltd. ("TBF") and Edwin Potato Growers Ltd. ("EPG") (collectively, the "Companies") were engaged in the business of leasing farmland near Portage la Prairie, Manitoba. The Companies own approximately 2,903 acres of farmland.

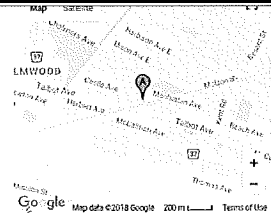
Deloitte Restructuring Inc., in its capacity as Liquidator of the Companies invites offers to purchase any and all of 15 parcels of land and other assets of the Companies.

All offers must be sealed and marked "OFFER – TBF AND EPG" and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than 5:00 p.m. CST on Friday, March 2, 2018. Every offer submitted shall be in the Offer to Purchase prescribed in the Sales and Information Package.

The highest or any offer will not necessarily be accepted. To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John Fritz at (204) 944-3586 (jofritz@deloitte.ca).

**Deloitte.**

Invitation for offers, farm land for sale near Portage la Prairie. Approximately 2,903 acres of farmland available. Contact John Fritz @204-944-3586 or jofritz@deloitte.ca for more information.



Share



**Grow informed.**

With the new web video series:  
AGGronomyTV



**REAL ESTATE**

17¢ per word • Minimum \$6.00

**Farm Land to Rent 2018**

Over 411 tillable acres in Pleasant View Township, Grand Forks County, NE1/4, SE1/4, & part of NW1/4 Sec 28 T150 R53.

Send confidential offers to be received NLT Feb 16, 2018 to Engen Law Firm, PO Box 438, Northwood, ND 58267  
**701-330-4228**

**Farmland Wanted**

1/4 to full sections of Red River Valley farmland. Cash buyers with possible lease back. All inquiries confidential. Call Lee Walstad at 701-361-5123 Or Dennis Olson at 701-238-6194 Combined 70 years of experience.  
**Coldwell Banker Commercial**  
Fargo, ND 701-478-3390

For Rent 2018 Crop Year: 400 tillable acres in Clay County Minnesota, Township 138 North, Range 46 West, Section 17: SE1/4 and Section 20: N1/2. Just off Downer exit. Will consider all offers and multiple year lease. Call Tom 701-321-1769.

For rent: Land in Sanders Township of Pennington County, MN. North half of section 19 and north half of section 26. Ground was in corn soybean rotation. Looking for \$98 per tillable acre. 701-793-0188

**WANTED**  
FARM LAND TO RENT SOUTHERN CLAY, CASS, NORTHERN WILKIN, AND RICHLAND COUNTY  
701 367 1574

**WANTED TO RENT: American Crystal Beet Stock.** 701-740-8206 or 218-779-4581

**INVITATION FOR OFFERS TAYLOR BROS. FARM LTD. & EDWIN POTATO GROWERS LTD.**

Taylor Bros. Farm Ltd. ("TBF") and Edwin Potato Growers Ltd. ("EPG"), (collectively, the "Companies") were engaged in the business of leasing farmland near Portage la Prairie, Manitoba. The Companies own approximately 2,903 acres of farmland.

Deloitte Restructuring Inc., in its capacity as Liquidator of the Companies invites offers to purchase any and all of 15 parcels of land and other assets of the Companies.

All offers must be sealed and marked "OFFER - TBF AND EPG" and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than 5:00 p.m. CST on Friday, March 2, 2018. Every offer submitted shall be in the Offer to Purchase prescribed in the Sales and Information Package.

The highest or any offer will not necessarily be accepted. To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John Fritz at (204) 944-3586  
jofritz@deloitte.ca

Looking for ACSC Shareholder to joint venture for 2018 growing season. Please contact us 701-317-8218

Looking for ACSC shares for joint venture.  
Call 218-478-4473

**Want to rent** Crystal sugar beet stock for limited partnership.  
**218-779-8596**

**Wanted:** To joint venture American Crystal Sugar Beet spot. Wanting 250 acres. **218-289-4714**

The Leader in Sugarbeet Brokerage Since 1994\*  
\*Based on Previous Acquisitions



Jayson Menke -  
Nick Watson - Andy Gudajtes  
(701) 780-2828  
www.fncagstock.com

Young farmer looking for farmland to rent in Wilkin County. Call 218-731-1922

**SPRAYING EQUIPMENT**

2013 Fast 9613 88' triple nozzles, 1350 gallon tank, Raven auto boom height, Raven 450 \$24,500. 2009 Fast 9518E 120' triple nozzles, 1800 gallon tank, Norac boom height control, Raven 450 \$22,500. Wil-Rich mounted sprayer 90' triple nozzles, 500 gallon stainless steel tank, Raven 440 \$6000. Demco saddle tanks for JD track tractor 500 gallons total \$1450. Also selling new liquid fertilizer tanks and plumbing for planters. 701-640-3476

**TILLAGE & PLANTING EQUIPMENT**

2009 Case IH Disk Ripper 730C Eco Tiger, excellent condition, \$25,000. Geringhoff Northstar 12 & 22" corn header, really good condition, 2007 model set up for 9 88 series. Case IH Combine, \$25,000. Call 701-520-1308

2011 Summers Super Chisel - very nice condition with heavy duty harrow. Asking \$38,000. 701-430-0902

2013 Wishek 862 LNT 38' Disc 30" blades low profile transport hydraulic leveling very low acres  
701-351-0399

For Sale 2013 Case IH 1250 16x30 Planter, bulk fill/liquid fertilizer corn/bean plates, trash whippers, clutches, air bags, draw bar hitch, no monitor or markers, low acres, asking \$69,500. Case IH 9300 Ripper with leadshanks, hydraulic rear levels, with individual c-shank on front disc attachment, asking \$23,500. Call 320-815-9971

For Sale: 1984 Wilrich 2500 cultivator 38ft. walking tandems across 7" space knock on shovels, with flexi-coil 4-bar harrow. Also have a Wilrich chisel plow 30ft. with 4-bar harrow with a beline applicator. Call 701-769-2477

Salford 1100 RTS vertical tillage, 2008 8 wave blades, 3 bar harrow, rolling basket, weight package, new radial tires, field ready, \$38,500  
701-351-0399

## FARMLAND FOR SALE ON BIDS CAVALIER COUNTY, NORTH DAKOTA +/- 634.31 ACRES, NEKOMA TOWNSHIP PROPERTY AVAILABLE FOR 2018 CROP YEAR

**TRACT 1: S1/2 less hwy Section 33-160-60**

Deeded: 314.31 / Tillable: 253.71 / CRP: 46.09  
[CRP information provided upon request]

**TRACT 2: SW1/4 Section 04-159-60**

Deeded: 160.00 / Tillable: 158.87

**TRACT 3: SE1/4 Section 05-159-60**

Deeded: 160.00 / Tillable: 156.62

Overall Productivity Index Range: 67.00

USDA Base and Yields for ARC/PLC notification provided upon request.  
2017 Cavalier County Real Estate Tax information provided upon request.

**Questions contact: Charles Peterson -  
(701) 241-8206 (Office) / (218) 443-0330 (Cell)  
E-Mail: charles.peterson3@usbank.com**

Land is sold subject to all easements, rights-of-way, restrictions, and reservations of record or actual use. Land is sold "where is" and "as is", all mineral rights, if any, held by Seller will be transferred upon closing. Property shall be sold by sealed bid with subsequent verbal bid raising. LAND BID PACKET AVAILABLE BY EMAIL ONLY. Bid(s) shall be provided by per Tract on a whole purchase price, not based on a per acre basis. Bid deadline-2:00 PM CT Tuesday, February 13, 2018. Written sealed bid shall be submitted to- U.S. Bank-Farm Management Group; c/o Wohletz Land Sale; Attention: Charles Peterson; P.O. Box 1980; Fargo ND 58107-1980 or by E-MAIL. The bidders that provide the five (5) highest written sealed bids FOR EACH TRACT will be contacted by U.S. Bank to participate in the verbal bidding by phone to be held starting at 9:00 AM CT, Thursday, February 15, 2018. Purchaser(s) shall sign a purchase agreement and pay 10% of purchase price as earnest money, with balance of purchase price due in full at closing on Thursday, March 15, 2018. Seller shall furnish an up-to-date abstract and deed providing marketable title. Possession is at closing. No survey of the property will be conducted. 2017 Cavalier County Real Estate Taxes and any such Specials, due and payable in 2018, will be paid by Seller.

*The information contained herein is from sources deemed to be reliable. However, its accuracy is not warranted and no representation or warranty to that effect is being made. Acreage figures have been taken from local tax and FSA records where available, and are not guaranteed by the seller or agents. The information contained herein is subject to verification and no liability for errors or omissions is assumed. It is the purchaser's responsibility to inspect the property and review all information prior to submitting a bid. Announcements on the day of oral bidding will take precedence over any advertised or pre-printed material. Seller reserves the right to reject any and all bids, to waive irregularities in bids, and to modify the manner of the sale in any particular whatsoever. All bidding is open to the public without regard to a prospective bidder's sex, race, color, religion, or national origin.*



## FOR SALE BY BIDS 309.4± Acres • Cass County, North Dakota

Tract 1: SE1/4 of Section 23, T138 R53  
Tract 2: NE1/4 of Section 26, less site, T138 R53

Two Tracts in  
Walburg Township

**Bids due at 4:00 PM • Monday, February 5**

- Located 14 miles southwest of Casselton, North Dakota
- Highly productive farmland • Available for 2018

For bidding and property details, please contact:



**Dale Weston, Agent**  
Fargo, North Dakota  
Phone: (701) 237-0059

DWeston@FarmersNational.com

Office: (701) 237-0059 • Fargo, North Dakota

**www.FarmersNational.com**

Real Estate Sales • Auctions • Farm and Ranch Management • Appraisal  
Insurance • Consultation • Oil and Gas Management • Forest Resource Management  
National Hunting Leases • Lake Management • FNC Ag Stock

**Brent Qualey, Agent**  
Fargo, North Dakota  
Phone: (701) 238-0725  
BQualey@FarmersNational.com

**Kyle Nelson, Agent**  
Fargo, North Dakota  
Phone: (701) 238-9385

KNelson@FarmersNational.com

L-1800199



BUILDINGS CONSTRUCTED BY EXPERIENCED LOCAL CREWS



## SCOTT'S LUMBER & SUPPLY COMPANY

A Division of Lampert Yards, Inc.

**LARRY MILLER, AG SALES**  
[larry.miller@lampertlumber.com](mailto:larry.miller@lampertlumber.com)

OFFICE: 605-336-0860  
CELL: 605-360-5450

4040 S. GRANGE DRIVE ♦ SIOUX FALLS, SOUTH DAKOTA 57105

## WHATEVER YOU NEED WE DESIGN & BUILD

MACHINERY STORAGE ♦ GARAGES/SHOPS  
GRAIN/HAY STORAGE ♦ HORSE BARN  
OPEN FRONT LIVESTOCK BARN  
COMMERCIAL BUILDINGS  
NEW! FLAT RIVER STEEL BUILDINGS

**CUSTOM DESIGNED AND BUILT FOR FLEXIBILITY, QUALITY AND VALUE!**



## When it comes to BUILDINGS, REAVES has you covered.



### Make It Last. Make It REAVES

- Custom dimensions - any length or width
- Quality doors for added convenience and durability
- Custom insulation packages
- Steel or other finish packages available
- Ventilation as required
- Construction that leads to thermal efficiency with less leakage and corrosion
- Snow loads designed to meet or exceed local building codes

**SEE US AT**  
KMOT Ag Expo  
- Minot, ND  
Sioux Empire Farm Show  
- Sioux Falls, SD  
Black Hills Stock Show  
- Rapid City, SD

### To Learn More, Contact Us:

- Bryan Boelens:** Southern MN & Northwest IA, 605-359-7796  
**Judd Heinzmann:** Southeast SD, 605-359-8593  
**Allen Yanke:** Western IA & Eastern NE, 712-423-8500  
**Bruce Baker:** Pierre SD, Western SD & South Central & Southwest ND, 605-280-0096  
**Shane Spooner:** Watertown, SD, Northeast SD, West Central MN, & Southeast ND, 605-868-3808  
**Todd Morton:** North Central/Central Iowa, 712-260-2944  
**Adam Houg:** Southwest & Southeast Central MN, 605-759-65675  
**Cory Gronewald:** Southeast SD, 605-261-1390  
**George LaFave:** North Dakota, 701-210-2454

[www.reavesbuildings.com](http://www.reavesbuildings.com)  
800-658-3572



### Farms & Acreage

INVITATION FOR OFFERS TAYLOR BROS. FARM LTD. & EDWIN POTATO GROWERS LTD. Taylor Bros. Farm Ltd. ("TBF") and Edwin Potato Growers Ltd. ("EPG"), (collectively, the "Companies") were engaged in the business of leasing farmland near Portage la Prairie, Manitoba. The Companies own approximately 2,903 acres of farmland. Deloitte Restructuring Inc., in its capacity as Liquidator of the Companies invites offers to purchase any and all of 15 parcels of land and other assets of the Companies. All offers must be sealed and marked "OFFER - TBF AND EPG" and be delivered or mailed, postage prepaid, to Deloitte Restructuring Inc. at 360 Main Street, Suite 2300, Winnipeg, MB R3C 3Z3 to be received no later than 5:00 p.m. CST on Friday, March 2, 2018. Every offer submitted shall be in the Offer to Purchase prescribed in the Sales and Information Package. The highest or any offer will not necessary be accepted. To obtain a copy of the Sales and Information Package and/or to arrange an appointment to view the assets, please contact John Fritz at (204) 944-3586 [johnfritz@deloitte.ca](mailto:johnfritz@deloitte.ca)

### Houses for Sale

Coming Soon, this southeast home has 1,700 sq. ft. on the main floor, 1,056 below grade, 3 bedrooms, 2 full baths, close to grade school and new high school, and stores. Great family neighborhood. Large 21x25 Great room with dining area, master bedroom suite with 10x15 master bath, complete with changing bench, walk in shower, heat lamps lots of storage and a 2 person jacuzzi tub, bathroom also has sky light. Master suite also has large walk in closet with cedar. Lots of storage in great room with roll out drawers, china hutch, book case, shelving, plus TV storage area. South side exposure to living room boasts large windows which is a plant persons dream. Plus wonderful passive heat in the winter. Has central air condition. New roof was added in 2015. Newer double driveway and sidewalks. Double stall attached garage with entry to kitchen, kitchen dishwasher, garbage disposal, garbage compactor, down vented stove, wall range, many updates. Updating lighting, flooring, and bathrooms. Bi-level deck with garden patio doors and windows off great room and master bedroom. All new landscaping done by Dakota Edge, Large fenced in yard. Priced to sell. For appointments to see home. (605) 229-4053 leave message if no one is available.



### NEW TODAY

Farm Refinance.  
National 25 year old company.  
3.9% Mortgage, 4% 10 year revolving LOC, cattle financing, bridge loans for stressed farms.  
(701) 799-4754

### Garage/Storage

20' & 40' New or Used Shipping containers for Sale or Rent. Delivered. Secure, wind, water & rodent proof.  
**Dakota Containers,**  
605-884-5500  
[www.dakotacontainers.com](http://www.dakotacontainers.com)

Call Customer Service 1-800-925-4100



**4 Bedroom, 2.5 Bath fully furnished home in Maricopa AZ just outside Phoenix metro area**

Beautiful 2300 sq' home w/ new low maint backyard. Golf courses, club house, pools etc.

**Call for info today on turn key deal 605-880-7808**



Serving the area for 25 years!

## All Steel Buildings

Quality buildings at a reasonable price!  
1-800-927-8835 • 701-239-5904

[www.premierebuildings.com](http://www.premierebuildings.com)



**Shops Machinery Grain Hay Storage Commercial Industrial**





**Exhibit E – Redacted Beaver Creek Holding Co. Ltd. Asset Purchase Agreement**



## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made effective as of the 22 day of March, 2018.

**BETWEEN:**

**BEAVER CREEK HOLDING CO. LTD.**  
(the "Purchaser")

- and -

**DELOITTE RESTRUCTURING INC.,**  
in its capacity as Court-Appointed Liquidator of  
**TAYLOR BROS. FARM LTD.**  
and  
**EDWIN POTATO GROWERS LTD.**  
(the "Vendor")

**WHEREAS:**

1. The Vendor and Purchaser have agreed to enter into this Agreement for the purposes of the purchase and sale of the Properties.

**NOW THEREFORE** for valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

### **ARTICLE 1** **INTERPRETATION**

- 1.1 **Definitions.** The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

"**Adjustments**" means the adjustments to the Purchase Price provided for and determined pursuant to Section 3.2;

"**Agreement**" means this purchase agreement, together with the schedules attached hereto, as amended from time to time in writing by the parties hereto;

"**Business Day**" means any day other than a Saturday, Sunday or any other day on which banks are generally closed for business in Winnipeg, Manitoba.

"**Closing**" means the closing on the Closing Date of the transaction of purchase and sale of the Properties described in this Agreement, including without

LLW

limitation the payment of the balance of the Purchase Price and the delivery of the Closing Documents at the Closing Time;

**"Closing Date"** means the date provided for and determined pursuant to Section 2.3;

**"Closing Documents"** means the agreements, instruments and other documents to be delivered by the Vendor to the Purchaser or the Purchaser's solicitors pursuant to Article 7 hereof;

**"Closing Time"** means 12:00 p.m. (CST) on the Closing Date;

**"Court"** means the Court of Queen's Bench of the Province of Manitoba;

**"Deposit"** shall have the meaning ascribed thereto in Section 3.1(a);

**"Encumbrances"** means any pledges, liens, security interests, claims, mortgages, charges, hypothec, reservation of ownership, adverse claim, or any other encumbrances of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, including any conditional sale or title retention agreement, or any capital or financing lease;

**"Governmental Entity"** means any multinational, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, any subdivision or authority of any of the foregoing, or any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

**"Permitted Encumbrances"** means:

- (a) the right reserved to or vested in any Governmental Entity by any statutory provision or by the terms of any lease, license, franchise, grant or permit of the Vendor, to terminate any such lease, license, franchise, grant or permit, or to require annual or other payments as a condition of their continuance; and
- (b) the Encumbrances listed on Schedule "B".

**"Properties"** means the lands described in Schedule "A" attached hereto and all buildings, improvements, structures, fixtures and chattels affixed to the land;

**"Public Statement"** has the meaning ascribed thereto in section 10.3 hereof;

**"Purchase Price"** is as set out in Section 3.1, being [REDACTED]; and

“**Sale Approval Order**” means a sale approval and vesting order of the Court with respect to the sale of the Properties, vesting all right, title and interest of Taylor Bros. Farm Ltd., Edwin Potato Growers Ltd. and the Vendor in the Properties to the Purchaser, free and clear of all Encumbrances other than the Permitted Encumbrances (as applicable), in form and content satisfactory to the Vendor and Purchaser, acting reasonably.

## **ARTICLE 2** **AGREEMENT OF PURCHASE AND SALE**

- 2.1 **Agreement of Purchase and Sale.** The Purchaser hereby agrees to purchase, acquire and assume the Properties, and the Vendor agrees to sell, transfer, assign, set over and convey the Properties to the Purchaser at the Purchase Price on and subject to the terms and conditions of this Agreement.
- 2.2 **Sale Approval Order.** Title to the Properties shall be vested in the Purchaser by the Sale Approval Order, free and clear of all Encumbrances, other than the Permitted Encumbrances.
- 2.3 **Closing Date.** The Closing Date shall be the date which is the first (1<sup>st</sup>) Business Day following the date on which the Vendor obtains a Sale Approval Order, or such other date as agreed to by the Purchaser and the Vendor.
- 2.4 **Sale Approval Order.** The Vendor will file with the Court a motion seeking the Sale Approval Order.

## **ARTICLE 3** **PURCHASE PRICE**

- 3.1 **Payment of Purchase Price.** The Purchase Price, being [REDACTED] plus applicable GST (as addressed in Section 9.1 herein) plus or minus Adjustments, shall be paid by Purchaser’s solicitor’s certified trust cheque, a direct deposit of certified funds, or a wire transfer, payable by the Purchaser or the Purchaser’s solicitors to the Vendor or the Vendor’s solicitors, in trust as follows:
- (a) The sum of [REDACTED] DOLLARS on account of the Purchase Price (the “**Deposit**”), which has been paid to the Vendor by way of certified cheques upon the signing of an offer to purchase in relation to the Properties dated February 15, 2018, and the Deposit shall be non-refundable except as set out herein; and

- (b) The balance of the Purchase Price, plus or minus any Adjustments, shall be paid by the Purchaser on or before the Closing Date, by way of solicitor's certified trust cheque, direct deposit of certified funds or wire transfer payable to the Vendor's solicitors.

**3.2 Adjustments.**

- (a) Adjustments shall be made as of the Closing Time. The Adjustments shall include but are not limited to all taxes, including local improvement charges and utilities, as applicable, and any other adjustments normally made in a similar real property transaction in Manitoba. The Adjustments shall be for the Vendor's account as to both revenue and expenses up to the Closing Time, and thereafter for the Purchaser. These provisions relating to adjustments shall not merge but shall survive Closing.
- (b) The Purchaser agrees to assume all post-Closing adjustments directly related to the transfer of the Properties from the Vendor to the Purchaser. The Purchaser agrees that no claim will be made against the Vendor for any changes in property taxes as a result of a reassessment of the Properties or any portion thereof.

**3.3 Allocation.**

The Vendor and the Purchaser agree to allocate the Purchase Price and the Deposit in accordance with the allocation of the Purchase Price (as may be adjusted) and the Deposit described in Schedule "C" and to execute and file all tax returns and prepare all financial statements, returns, and other instruments on the basis of such allocations, provided that each of the Vendor and the Purchaser shall be responsible for filing their own tax returns and paying all taxes due thereunder of any kind whatsoever.

**ARTICLE 4**  
**REPRESENTATIONS AND WARRANTIES**

**4.1 Representations and Warranties of the Vendor.** The Purchaser acknowledges to and agrees with the Vendor that the Properties are being sold by the Vendor and acquired by the Purchaser on an "as is where is" basis and condition:

- (a) This agreement is made without representation, warranty, or condition with respect to the fitness, condition, zoning or lawful use of the Properties. The Vendor makes no representations, expressed or implied, as to the description, condition, size, quantity, or value of the Properties, and no representations and warranties as to title, Encumbrances, description, fitness for use, condition (environmental or otherwise), defect (patent or latent), collectability, merchantability, quantity, quality, value or the validity, invalidity or enforceability of any patent, copyright or trademark



right, or any other matter to thing whatsoever, either stated or implied, in respect of the Properties. The Purchaser acknowledges that no warranties or conditions, express or implied, pursuant to *The Sale of Goods Act* (Manitoba) or similar legislation in other jurisdictions have been made to or relied upon by the Purchaser and all of the same are hereby waived by the Purchaser. The Purchaser will accept the Properties "as is", "where is" on the Closing Date without regard for their state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal, or any other governmental by-laws, agreements, restrictions, or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, or covenants which run with the land. Without limiting the generality of the foregoing, the Purchaser acknowledges that neither the Vendor, nor any agent of the Vendor, has made and/or is making any representation or warranty with respect to compliance of the Properties with any environmental laws or regulations whether federal, provincial or municipal.

The Purchaser acknowledges and agrees that it has had a full opportunity to conduct, and has conducted, and is relying entirely upon such tests, examinations, inspections, and investigations as it deems necessary or advisable to fully acquaint itself with the Properties, the title to the Properties, fitness for particular purpose, location, existence, condition (environmental or otherwise), quality, quantity, merchantability, suitability for intended purpose, and the value of the Properties, and with any other attributes that the Purchaser considers relevant.

Without limiting the generality of the foregoing, the Purchaser agrees that the Vendor shall not be responsible for any defects, including any latent defects, which may exist prior to the Closing Date, on the Closing Date, or thereafter. In particular, the Purchaser acknowledges and agrees that the Vendor is not and shall not be liable for any claims, causes of action or damage, including any personal injury, that may arise as a result of the physical state of the Properties.

- (b) The Purchaser accepts any and all encroachments on or over the Properties, and all encroachments by the Properties over any other lands or interests in land including, without limitation, easements and utility rights-of-way, and shall not hold the Vendor responsible with respect to same. The Purchaser hereby accepts the Property and the fact that they may not comply with the applicable zoning by-laws.
- (c) The Vendor has no knowledge and makes no representation whatsoever as to whether the Properties have been insulated with urea formaldehyde foam insulation or whether the Properties contain any other substances, liquids, gases, or materials which may be hazardous or toxic.

4.2 **Representations and Warranties of the Purchaser.** The Purchaser represents and warrants as follows to the Vendor and acknowledges and confirms that the Vendor is relying upon the representations and warranties in connection with the sale by the Vendor of the Properties:

- (a) The Purchaser is a corporation existing under the Laws of the Province of Manitoba and has the power and authority to enter into and perform its obligations under this Agreement and all other agreements contemplated hereby;
- (b) The execution, delivery and performance by the Purchaser of this Agreement and the other agreements contemplated hereby;
  - (i) have been duly authorized by all necessary action, as applicable, on the part of the Purchaser; and
  - (ii) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, any of the terms or provisions of its constating documents or any material contracts or material instruments to which it is a party or pursuant to which any of its assets or property may be affected;
- (c) This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other similar Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (d) The acquisition of the Properties is not a reviewable transaction within the meaning of the *Investment Canada Act* (Canada);
- (e) The Purchaser is a registrant for the purposes of the *Excise Tax Act* (Canada) and its GST number shall be provided not less than five (5) days prior to the Closing Date; and
- (f) The Purchaser is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

4.3 **Survival of Representations and Warranties.** The representations and warranties provided by the Purchaser in Section 4.2 shall survive the Closing for a period of two (2) years, notwithstanding the Closing nor any investigation made by or on behalf of either of the Vendor or the Purchaser entitled to the benefit thereof or any knowledge of either the Vendor or the Purchaser. The provisions in



regard to representations and warranties provided by the Vendor in Section 4.1 hereof shall survive indefinitely.

**ARTICLE 5**  
**CONDITIONS PRECEDENT TO CLOSING**

5.1 **Conditions for the Benefit of the Purchaser.** The purchase and sale of the Properties is subject to the following conditions to be fulfilled or performed at or prior to the Closing, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) The Vendor shall have fulfilled and complied with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to the Closing;
- (b) The Purchaser shall have received the closing documents referenced in Section 7.1 hereof.

The conditions in this Section 5.1 are for the benefit of the Purchaser, and may be waived in whole or in part by the Purchaser by written notice (which includes notice by email, fax or other electronic communication) to the Vendor on or before the Closing Date. Completion of the Closing by the Vendor shall mean that the conditions in this Section 5.1 are deemed as waived or satisfied.

5.2 **Conditions for the Benefit of the Vendor.** The purchase and sale of the Properties is subject to the following conditions to be fulfilled or performed at or prior to the Closing, which conditions are for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor in its sole discretion:

- (a) The representations and warranties of the Purchaser contained in Section 4.2 of this Agreement shall be true and correct as of the Closing Date;
- (b) The Purchaser shall have fulfilled and complied with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to the Closing Date;
- (c) The Vendor shall have received the Purchase Price together with applicable taxes; and
- (d) the Vendor shall have received the closing documents referenced in Section 7.2 hereof.

The conditions in this Section 5.2 are for the benefit of the Vendor, and may be waived in whole or in part by the Vendor by written notice (which includes notice by email, fax or other electronic communication) to the Purchaser on or before the

Closing Date. Completion of the Closing by the Vendor shall mean that the conditions in this Section 5.2 are deemed as waived or satisfied.

5.3 **Conditions for the Mutual Benefit of the Parties.** The purchase and sale of the Properties is subject to the following terms and conditions for the benefit of both the Vendor and the Purchaser:

- (a) The Sale Approval Order shall have been granted and entered in a form acceptable to the Purchaser and the Vendor, each acting reasonably;
- (b) There shall be no appeal in respect of the Sale Approval Order which remains outstanding;
- (c) There will be in effect no order, injunction, decree, or judgement of any court prohibiting or preventing the consummation of the transactions contemplated by this Agreement, and no legal or regulatory action or proceeding shall be pending or threatened by any Governmental Entity to enjoin, restrict, or prohibit the transactions set out in this Agreement; and
- (d) The Vendor in its capacity as Court-Appointed Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd. shall have filed with the Court and delivered such certificate of closing as may be required by the Sale Approval Order.

5.4 **Termination by Purchaser.** If any of the conditions set forth in Section 5.1 have not been fulfilled in all respects or waived at or prior to Closing or any obligation or covenant of the Vendor to be performed at or prior to Closing has not been observed or performed in all respects by such time, the Purchaser may terminate this Agreement by notice in writing to the Vendor, and in such event the Purchaser shall be released from all obligations hereunder save and except for its obligations under this Article 5, which shall survive. The Vendor shall only be released from its obligations if the condition or conditions for the non-performance of which the Purchaser has terminated this Agreement are not reasonably capable of being performed or caused to be performed by the Vendor. If the Purchaser waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfillment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

5.5 **Termination by Vendor.** If any of the conditions set forth in Section 5.2 have not been fulfilled in all respects or waived at or prior to Closing or any obligation or covenant of the Purchaser to be performed in all respects at or prior to Closing has not been observed or performed by such time, the Vendor may terminate this Agreement by notice in writing to the Purchaser, and in such event the Vendor shall be released from all obligations hereunder save and except for its obligations under this Article 5, which shall survive. The Purchaser shall only be released

from its obligations if the condition or conditions for the non-performance of which the Vendor has terminated this Agreement are not reasonably capable of being performed or caused to be performed by the Purchaser. If the Vendor waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfillment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

- 5.6 **Termination in Relation to Mutual Conditions.** If any of the conditions set forth in Section 5.3 have not been fulfilled in all respects or waived at or prior to Closing by both the Vendor and the Purchaser, then either the Vendor or the Purchaser may terminate this Agreement by notice in writing to the other, and in such event the Vendor and the Purchaser shall be released from their respective obligations hereunder save and except for their respective obligations under this Article 5, which shall survive, and the Deposit shall be returned to the Purchaser without interest as soon as reasonably practicable.
- 5.7 **Dealing with Deposit upon Default of Purchaser.** If the sale of the Properties is not completed as a result of any act or omission on the part of the Purchaser, the Deposit shall be forfeited to the Vendor as a genuine pre-estimate of liquidated damages and not as a penalty. Furthermore, the Vendor shall be entitled to pursue all of its rights and remedies against the Purchaser.

## **ARTICLE 6**

### **CONDUCT TO CLOSING**

- 6.1 **Risk until Closing.** The Properties shall remain at the risk of the Vendor until Closing. The Properties thereafter shall be at the risk of the Purchaser. Until the Closing, the Vendor shall hold all insurance policies or proceeds thereof in trust for the parties as their interests may appear, and, in the event of substantial damage to the Properties, the Purchaser may either have the net proceeds of the insurance and complete the transaction or may cancel the transaction and have all monies theretofore paid returned, including the Deposit, without interest, cost or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obliged to complete the transaction and be entitled to the net proceeds of insurance referenced to such damage.
- 6.2 **Condition of Properties.** The Properties shall be as they exist on the Closing Date with no adjustments to be allowed to the Purchaser for changes in condition, qualities or quantities from the date of viewing to the Closing Date. The Purchaser acknowledges and agrees that the Vendor shall not be required to inspect the Properties or any part thereof and that the Purchaser shall be deemed at its own expense to have relied entirely on its own inspection and investigation of the Properties.

**ARTICLE 7**  
**TRANSFER OF TITLE AND CLOSING DOCUMENTS**

- 7.1 **Vendor's Closing Documents.** At or prior to the Closing Time, subject to the provisions of this Agreement, the Vendor shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser's solicitors the following:
- (a) a certificate confirming all conditions of the Vendor pursuant to Section 5.2 herein and all mutual conditions of the Purchaser and the Vendor pursuant to Section 5.3 herein (subject only to the filing of the certificate of closing provided by the Vendor as may be required by the Sale Approval Order), are satisfied or waived by the Vendor;
  - (b) a copy of a certificate of closing as may be required by the Sale Approval Order;
  - (c) a copy of the Sale Approval Order;
  - (d) a statement of adjustments prepared in accordance with this Agreement; and
  - (e) any and all such further instruments, transfers, deeds, resolutions, certificates, agreements, documents or things as reasonably requested by the Purchaser and that are in the Vendor's possession, to give effect to or better carry out the transactions contemplated by this Agreement which are customary in real property sale transactions of a similar nature in Manitoba where title is conveyed by vesting order.

The Vendor and Vendor's solicitors will deliver Closing Documents contemplated by this Agreement to the Purchaser's solicitors upon reasonable trust conditions.

- 7.2 **Purchaser's Closing Documents.** At or prior to the Closing Time, subject to the terms and conditions of this Agreement, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor's solicitors the following:
- (a) a certificate confirming all conditions of the Purchaser pursuant to Section 5.1 herein and all mutual conditions of the Purchaser and the Vendor pursuant to Section 5.3 herein (subject only to the filing of the certificate of closing provided by the Vendor as may be required by the Sale Approval Order), are satisfied or waived by the Purchaser;
  - (b) the Purchaser's solicitor's certified trust cheque, a direct deposit of certified funds or a wire transfer from the Purchaser payable to the Vendor's solicitors for the balance of the Purchase Price referred to in Section 3.1(b), as adjusted pursuant to this Agreement;



- (c) certified copies of resolutions of the board of directors and shareholders if required, of the Purchaser approving the execution, delivery and performance of this Agreement;
- (d) a GST declaration and indemnity concerning the purchase of the Properties;
- (e) a bring down certificate of the Purchaser in respect of performance of covenants, accuracy of representations and warranties; and
- (f) any and all such further instruments, transfers, deeds, resolutions, certificates, agreements, documents or things as reasonably requested by the Vendor to give effect to or better carry out the transactions contemplated by this Agreement which are customary in real property sale transactions of a similar nature in Manitoba.

The Purchaser and Purchaser's solicitors will deliver Closing Documents contemplated by this Agreement to the Vendor's solicitors upon reasonable trust conditions.

- 7.3 **Documentation.** All documentation shall be in form and substance acceptable to the Purchaser and the Vendor, each acting reasonably and in good faith. The Vendor and the Purchaser each agree to execute promptly when prepared any documents required to complete the purchase.
- 7.4 **Insurance.** The Purchaser agrees that all insurance maintained by the Vendor in respect of the Properties shall be cancelled on the Closing Date and that the Purchaser shall be responsible for placing its own insurance thereafter.

## **ARTICLE 8** **INDEMNITY**

- 8.1 **Indemnity.** The Purchaser shall indemnify the Vendor and hold the Vendor harmless against and from all losses, costs, damages and expenses which the Vendor may sustain, incur or become liable for by reason of or arising from any operations of the Purchaser in relation to the Properties.

## **ARTICLE 9** **TAXES**

- 9.1 **Goods and Services Tax – Properties.** With respect to GST payable pursuant to the *Excise Tax Act* (Canada) (the “ETA”) on the purchase of the Properties, the Purchaser shall pay to the Vendor on Closing by certified cheque all GST payable as a result of this transaction in accordance with the ETA, and the Vendor shall

remit such GST to the Canada Revenue Agency when and to the extent required by the ETA, or the Purchaser shall provide a GST Declaration and Indemnity as contemplated by Section 7.2(d) hereof in a form acceptable to the Vendor, acting reasonably.

## **ARTICLE 10** **GENERAL**

- 10.1 **Capacity.** Deloitte Restructuring Inc. is executing this Agreement and acting solely in its capacity as Court-Appointed Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd. and not in its personal capacity, and Deloitte Restructuring Inc. (and its directors, officers, employees, servants and agents) shall have no personal or corporate liability whatsoever in any way related to the Sales and Information Package dated January 10, 2018 (as supplemented by addendum dated February 20, 2018) provided in connection with the transaction contemplated by the Agreement, the Offer to Purchase provided by the Purchaser dated February 15, 2018, or in any way related to the Properties or the transaction contemplated by this Agreement, whether in contract, in tort, in equity, under statute or otherwise. Nothing in this Agreement shall or shall be interpreted to require Deloitte Restructuring Inc. to do any act or thing that would result in a breach or default by Deloitte Restructuring Inc. of any duty or obligation of Deloitte Restructuring Inc. as provided in or by the order appointing Deloitte Restructuring Inc. as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., any amendment thereof or further order, or any statute or otherwise at law.
- 10.2 **Announcements.** Any press release or public statement or announcement (a “**Public Statement**”) with respect to the transaction contemplated in this Agreement shall be made only with the prior written consent and joint approval of the Vendor and the Purchaser unless such Public Statement is required by law, in which case the party required to make the Public Statement shall use commercially reasonable efforts to obtain the approval of the other party as to the form, nature and extent of the disclosure.
- 10.3 **Gender and Number.** Words imparting the singular include the plural and vice versa. Words imparting gender include all genders.
- 10.4 **Headings.** The headings contained herein are for reference only and in no way affect this Agreement or its interpretation.
- 10.5 **Obligations as Covenants.** Each agreement and obligation of any of the parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.
- 10.6 **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of Manitoba and the laws of Canada applicable thereto, and the



Vendor and the Purchaser irrevocably attorn to the jurisdiction of the Manitoba Court of Queen's Bench (Winnipeg Centre).

- 10.7 **Currency and Cheques.** All references to currency in the Agreement shall be deemed to be referenced to Canadian dollars.
- 10.8 **Expenses.** Except as otherwise expressly provided in this Agreement, all costs and expenses (including the fees and disbursements of legal counsel and accountants) incurred in connection with this Agreement and the transactions contemplated herein shall be paid by the party incurring such expenses.
- 10.9 **Third Party Beneficiaries.** The Vendor and the Purchaser intend that this Agreement shall not benefit or create any right or cause of action in, or on behalf of, any person, other than the Purchaser and the Vendor, and no person, other than the Purchaser and/or the Vendor, shall be entitled to rely on the provisions of this Agreement, subject to Section 10.16 herein.
- 10.10 **Invalidity.** If any covenant, obligation, agreement or part thereof or the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such covenant, obligation or agreement or part thereof) to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- 10.11 **Amendment of Agreement.** No supplement or amendment of the Agreement shall be binding unless executed in writing by the parties hereto in the same manner as the execution of this Agreement.
- 10.12 **Performance on Holidays.** If any action is required to be taken pursuant to this Agreement on or by a specified date which is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day.
- 10.13 **Time of the Essence.** Time shall be of the essence of this Agreement.
- 10.14 **Calculation of Time.** In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (CST) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall terminate at 5:00 p.m. (CST) on the next Business Day.
- 10.15 **Further Assurances.** Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other party, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

- 10.16 **Entire Agreement.** This Agreement and any agreements, instruments and other documents expressly contemplated herein to be entered into between, by or including the parties hereto constitute the entire agreement between the parties hereto pertaining to the subject matter of this Agreement and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions, whether oral or written, with respect thereto, and there are no other warranties or representations and no other agreements between the parties hereto (whether written or oral or express or implied) in connection with this Agreement except as specifically set forth in this Agreement.
- 10.17 **Non Application of *Contra Proferentem*.** The Vendor and the Purchaser agree that each has been involved in the negotiation and drafting of this Agreement, and accordingly the doctrine of *contra proferentem* shall have no application to the interpretation of this Agreement or any documents contemplated herein or ancillary hereto.
- 10.18 **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
- 10.19 **Assignment.** This Agreement shall not be assignable by either party hereto without the prior written consent of the other party.
- 10.20 **Successors and Assigns.** All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.
- 10.21 **Notice.** Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery or by other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) Vendor:

Deloitte Restructuring Inc.  
Suite 2300, 360 Main Street  
Winnipeg, MB R3C 3Z3  
Attention: John R. Fritz  
Email: jofritz@deloitte.ca

with a copy to: MLT Aikins LLP  
1500 – 410 22<sup>nd</sup> Street East  
Saskatoon, Saskatchewan S7K 5T6  
Attention: Jeff Lee  
Email: jmlee@mltaikins.com

(b) Purchaser:  
Beaver Creek Holding Co. Ltd.  
Box 70  
BAGOT, MB R0H 0E0  
Attention: Levi Waldner

with a copy to:  
Murray & Brennan  
100-1600 Ness Avenue  
Winnipeg, MB R3J 3W7  
Attention: Sean Brennan  
Email: sean.brennan@murrayandbrennan.com

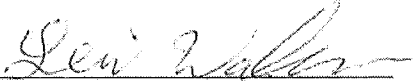
Any Notice, if (i) personally delivered; or (ii) delivered prior to 5:00 p.m. (CST) on a given day by electronic communication, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by electronic communication with confirmation of transmission after 5:00 p.m. (CST) on a given day, shall be deemed to have been validly and effectively given and received on the day next following the day it was received.

10.22 **Counterpart.** This Agreement may be executed in one or more counterparts, including by way of facsimile and electronic (pdf) transmission thereof, each of which counterparts shall be deemed an original and when so executed all such counterparts taken together shall form one agreement and shall be valid and binding on all parties to this Agreement.

*[signature page to follow]*


IN WITNESS WHEREOF the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

**BEAVER CREEK HOLDING CO. LTD.**

Per:   
Name:  
Title:

I have the authority to bind Beaver Creek Holding Co. Ltd.

**DELOITTE RESTRUCTURING INC.,  
in its capacity as Court-Appointed  
Liquidator of  
TAYLOR BROS. FARM LTD.  
and  
EDWIN POTATO GROWERS LTD.**

Per:   
Name: Brent Warg  
Title: Senior Vice-President

I have the authority to bind Deloitte Restructuring Inc., in its capacity as Court-Appointed Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd.

*[signature page to Purchase and Sale Agreement between Beaver Creek Holding Co. Ltd. and Deloitte Restructuring Inc., in its capacity as Court-Appointed Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd.]*

**SCHEDULE "A"**

**PROPERTIES**

**Legal Description:**

Title No. 1488714/3

SE 1/4 11-11-9 WPM EXC  
1STLY: THE WLY 363 FEET PERP OF THE ELY 704 FEET PERP  
OF THE SLY 600 FEET PERP  
2NDLY: EXC ALL MINES, MINERALS AND SPECIAL RESERVATIONS  
AS RESERVED IN THE ORIGINAL GRANT FROM THE CROWN

Title No. 1488712/3

SW 1/4 11-11-9 WPM  
EXC ALL MINES, MINERALS AND SPECIAL RESERVATIONS  
AS RESERVED IN THE ORIGINAL GRANT FROM THE CROWN

Title No. 2801198/3

THE NE 1/4 OF SECTION 12-11-9 WPM  
INCLUDING RIGHT-OF-WAY FOR UTILITIES PLAN 56868 PLTO (NOW  
ABANDONED)  
EXC FIRSTLY: ALL THAT PORTION OF THE ELY 525 FEET PERP OF THE  
NLY 325 FEET PERP WHICH LES OT THE EAST OF THE EASTERN LIMITS  
OF ROAD PLANS 473 PLTO AND 1739 PLTO  
AND SECONDLY: ROAD PLANS 473 PLTO AND 1739 PLTO

Title No. 2801202/3

THE NW 1/4 OF SECTION 12-11-9 WPM  
INCLUDING RIGHT-OF-WAY FOR UTILITIES PLAN 56868 PLTO (NOW  
ABANDONED)

Title No. 2801200/3

THE SW 1/4 OF SECTION 13-11-9 WPM  
INCLUDING RIGHT-OF-WAY FOR UTILITIES PLAN 56868 PLTO (NOW  
ABANDONED)

**SCHEDULE "B"**

**PERMITTED ENCUMBRANCES**

- 1) Easement No. 1177648/3 registered on September 14, 2015 in favour of The Manitoba Hydro-Electric Board;
- 2) Easement No. 83066/3 registered on September 1, 1956 in favour of Trans-Canada Pipe Lines Ltd.;
- 3) Easement No. 96848/3 registered on August 12, 1963 in favour of Petroleum Transmission Co.;
- 4) Easement No. 110726/3 registered on November 27, 1969 in favour of Trans-Canada Pipe Lines Ltd.;
- 5) Easement No. 1013645/3 registered on March 5, 1998 in favour of Transcanada Pipelines *[sic]* Limited; and
- 6) Miscellaneous Registration No. 1189988/3 registered on June 22, 2017 in favour of Plain Midstream Canada ULC.



**SCHEDULE "C"**

**PURCHASE PRICE AND DEPOSIT ALLOCATION**

Title No.	Purchase Price Allocation	Deposit Allocation
Title No. 14488714/3	██████████	██████████
Title No. 1488712/3	██████████	██████████
Title No. 2801198/3	██████████	██████████
Title No. 2801202/3	██████████	██████████
Title No. 2801200/3	██████████	██████████

*LW*

**Exhibit F – Redacted Wolfe Land and Equipment Ltd. Asset Purchase Agreement**

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made effective as of the 26<sup>th</sup> day of March, 2018.

**BETWEEN:**

**WOLFE LAND & EQUIPMENT LTD.**  
(the "Purchaser")

- and -

**DELOITTE RESTRUCTURING INC.,**  
in its capacity as Court-Appointed Liquidator of  
**TAYLOR BROS. FARM LTD.**  
and  
**EDWIN POTATO GROWERS LTD.**  
(the "Vendor")

**WHEREAS:**

1. The Vendor and Purchaser have agreed to enter into this Agreement for the purposes of the purchase and sale of the Purchased Assets.

**NOW THEREFORE** for valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

### **ARTICLE 1** **INTERPRETATION**

- 1.1 **Definitions.** The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

"**Adjustments**" means the adjustments to the Purchase Price provided for and determined pursuant to Section 3.2;

"**Agreement**" means this purchase agreement, together with the schedules attached hereto, as amended from time to time in writing by the parties hereto;

"**Business Day**" means any day other than a Saturday, Sunday or any other day on which banks are generally closed for business in Winnipeg, Manitoba.

"**Closing**" means the closing on the Closing Date of the transaction of purchase and sale of the Purchased Assets described in this Agreement, including without

limitation the payment of the balance of the Purchase Price and the delivery of the Closing Documents at the Closing Time;

“**Closing Date**” means the date provided for and determined pursuant to Section 2.3;

“**Closing Documents**” means the agreements, instruments and other documents to be delivered by the Vendor to the Purchaser or the Purchaser’s solicitors pursuant to Article 7 hereof;

“**Closing Time**” means 12:00 p.m. (CST) on the Closing Date;

“**Court**” means the Court of Queen's Bench of the Province of Manitoba;

“**Deposit**” shall have the meaning ascribed thereto in Section 3.1(a);

“**Encumbrances**” means any pledges, liens, security interests, claims, mortgages, charges, hypothec, reservation of ownership, adverse claim, or any other encumbrances of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, including any conditional sale or title retention agreement, or any capital or financing lease;

“**Fertilizer Tank**” means the 60,000 Gallon Fertilizer Tank, manufactured by Meridian Manufacturing Inc., Model No. SSK 1840L, Serial No. 6220130241540, located at NE 18-11-8W / 47020 Road 63N;

“**Governmental Entity**” means any multinational, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, any subdivision or authority of any of the foregoing, or any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“**Permitted Encumbrances**” means:

- (a) the right reserved to or vested in any Governmental Entity by any statutory provision or by the terms of any lease, license, franchise, grant or permit of the Vendor, to terminate any such lease, license, franchise, grant or permit, or to require annual or other payments as a condition of their continuance; and
- (b) the Encumbrances listed on Schedule “B”.

“**Properties**” means the lands described in Schedule “A” attached hereto and all buildings, improvements, structures, fixtures and chattels affixed to the land;

“**Public Statement**” has the meaning ascribed thereto in section 10.2 hereof;



“Purchase Price” is as set out in Section 3.1, being [REDACTED];

“Purchased Assets” means the Properties and the Fertilizer Tank;

“Sale Approval Order” means a sale approval and vesting order of the Court with respect to the sale of the Purchased Assets, vesting all right, title and interest of Taylor Bros. Farm Ltd., Edwin Potato Growers Ltd. and the Vendor in the Purchased Assets to the Purchaser, free and clear of all Encumbrances other than the Permitted Encumbrances (as applicable), in form and content satisfactory to the Vendor and Purchaser, acting reasonably.

## **ARTICLE 2**

### **AGREEMENT OF PURCHASE AND SALE**

- 2.1 **Agreement of Purchase and Sale.** The Purchaser hereby agrees to purchase, acquire and assume the Purchased Assets, and the Vendor agrees to sell, transfer, assign, set over and convey the Purchased Assets to the Purchaser at the Purchase Price on and subject to the terms and conditions of this Agreement.
- 2.2 **Sale Approval Order.** Title to the Purchased Assets shall be vested in the Purchaser by the Sale Approval Order, free and clear of all Encumbrances, other than the Permitted Encumbrances.
- 2.3 **Closing Date.** The Closing Date shall be the date which is the first (1<sup>st</sup>) Business Day following the date on which the Vendor obtains a Sale Approval Order and condition 5.3(b) below is satisfied or waived by the parties, or such other date as agreed to by the Purchaser and the Vendor.
- 2.4 **Sale Approval Order.** The Vendor will file with the Court a motion seeking the Sale Approval Order.

## **ARTICLE 3**

### **PURCHASE PRICE**

- 3.1 **Payment of Purchase Price.** The Purchase Price, being [REDACTED], plus applicable GST (as addressed in Section 9.1 herein) plus or minus Adjustments, shall be paid by Purchaser’s solicitor’s certified trust cheque, a direct deposit of certified funds, or a wire transfer, payable by the Purchaser or the Purchaser’s solicitors to the Vendor or the Vendor’s solicitors, in trust as follows:

- (a) The sum of [REDACTED]

██████████ on account of the Purchase Price (the “**Deposit**”), which has been paid to the Vendor by way of a certified cheque upon the signing of an offer to purchase in relation to the Purchased Assets dated March 2, 2018, and the Deposit shall be non-refundable except as set out herein; and

- (b) The balance of the Purchase Price, plus or minus any Adjustments, shall be paid by the Purchaser on or before the Closing Date, by way of solicitor's certified trust cheque, direct deposit of certified funds or wire transfer payable to the Vendor's solicitors.

### 3.2 **Adjustments.**

- (a) Adjustments shall be made as of the Closing Time. The Adjustments shall include but are not limited to all taxes, including local improvement charges and utilities, as applicable, and any other adjustments normally made in a similar real property transaction in Manitoba. The Adjustments shall be for the Vendor’s account as to both revenue and expenses up to the Closing Time, and thereafter for the Purchaser. These provisions relating to adjustments shall not merge but shall survive Closing.
- (b) The Purchaser agrees to assume all post-Closing adjustments directly related to the transfer of the Properties from the Vendor to the Purchaser. The Purchaser agrees that no claim will be made against the Vendor for any changes in property taxes as a result of a reassessment of the Properties or any portion thereof.

### 3.3 **Allocation.**

The Vendor and the Purchaser agree to allocate the Purchase Price and the Deposit in accordance with the allocation of the Purchase Price (as may be adjusted) and the Deposit described in Schedule “C” and to execute and file all tax returns and prepare all financial statements, returns, and other instruments on the basis of such allocations, provided that each of the Vendor and the Purchaser shall be responsible for filing their own tax returns and paying all taxes due thereunder of any kind whatsoever.

## **ARTICLE 4** **REPRESENTATIONS AND WARRANTIES**

4.1 **Representations and Warranties of the Vendor.** The Purchaser acknowledges to and agrees with the Vendor that the Purchased Assets are being sold by the Vendor and acquired by the Purchaser on an “as is where is” basis and condition:

- (a) This agreement is made without representation, warranty, or condition with respect to the fitness, condition, zoning or lawful use of the Purchased Assets. The Vendor makes no representations, expressed or

implied, as to the description, condition, size, quantity, or value of the Purchased Assets, and no representations and warranties as to title, Encumbrances, description, fitness for use, condition (environmental or otherwise), defect (patent or latent), collectability, merchantability, quantity, quality, value or the validity, invalidity or enforceability of any patent, copyright or trademark right, or any other matter to thing whatsoever, either stated or implied, in respect of the Purchased Assets. The Purchaser acknowledges that no warranties or conditions, express or implied, pursuant to *The Sale of Goods Act* (Manitoba) or similar legislation in other jurisdictions have been made to or relied upon by the Purchaser and all of the same are hereby waived by the Purchaser. The Purchaser will accept the Purchased Assets "as is", "where is" on the Closing Date without regard for their state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal, or any other governmental by-laws, agreements, restrictions, or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, or covenants which run with the land (in relation to the Properties). Without limiting the generality of the foregoing, the Purchaser acknowledges that neither the Vendor, nor any agent of the Vendor, has made and/or is making any representation or warranty with respect to compliance of the Purchased Assets with any environmental laws or regulations whether federal, provincial or municipal.

The Purchaser acknowledges and agrees that it has had a full opportunity to conduct, and has conducted, and is relying entirely upon such tests, examinations, inspections, and investigations as it deems necessary or advisable to fully acquaint itself with the Purchased Assets, the title to the Purchased Assets, fitness for particular purpose, location, existence, condition (environmental or otherwise), quality, quantity, merchantability, suitability for intended purpose, and the value of the Purchased Assets, and with any other attributes that the Purchaser considers relevant.

Without limiting the generality of the foregoing, the Purchaser agrees that the Vendor shall not be responsible for any defects, including any latent defects, which may exist prior to the Closing Date, on the Closing Date, or thereafter. In particular, the Purchaser acknowledges and agrees that the Vendor is not and shall not be liable for any claims, causes of action or damage, including any personal injury, that may arise as a result of the physical state of the Purchased Assets.

- (b) The Purchaser accepts any and all encroachments on or over the Properties, and all encroachments by the Properties over any other lands or interests in land including, without limitation, easements and utility rights-of-way, and shall not hold the Vendor responsible with respect to same. The Purchaser hereby accepts the Properties and the fact that they may not comply with the applicable zoning by-laws.

- (c) The Vendor has no knowledge and makes no representation whatsoever as to whether the Properties have been insulated with urea formaldehyde foam insulation or whether the Properties contain any other substances, liquids, gases, or materials which may be hazardous or toxic.
- (d) the Vendor is not and will not be on Closing a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
- (e) there are not and will not be on Closing any agreements or options for the purchase of all or any of the Purchased Assets to which the Vendor is a party or of which the Vendor is aware other than the agreement arising out of this Agreement.

4.2 **Representations and Warranties of the Purchaser.** The Purchaser represents and warrants as follows to the Vendor and acknowledges and confirms that the Vendor is relying upon the representations and warranties in connection with the sale by the Vendor of the Purchased Assets:

- (a) The Purchaser is a corporation existing under the Laws of the Province of Manitoba and has the power and authority to enter into and perform its obligations under this Agreement and all other agreements contemplated hereby;
- (b) The execution, delivery and performance by the Purchaser of this Agreement and the other agreements contemplated hereby;
  - (i) have been duly authorized by all necessary action, as applicable, on the part of the Purchaser; and
  - (ii) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, any of the terms or provisions of its constating documents or any material contracts or material instruments to which it is a party or pursuant to which any of its assets or property may be affected;
- (c) This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other similar Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (d) The acquisition of the Purchased Assets is not a reviewable transaction within the meaning of the *Investment Canada Act* (Canada);

- (e) The Purchaser is a registrant for the purposes of the *Excise Tax Act* (Canada) and its GST number shall be provided not less than five (5) days prior to the Closing Date; and
- (f) The Purchaser is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

4.3 **Survival of Representations and Warranties.** The representations and warranties provided by the Purchaser in Section 4.2 shall survive the Closing for a period of two (2) years, notwithstanding the Closing nor any investigation made by or on behalf of either of the Vendor or the Purchaser entitled to the benefit thereof or any knowledge of either the Vendor or the Purchaser. The provisions in regard to representations and warranties, provided by the Vendor in Section 4.1 hereof shall survive indefinitely.

## **ARTICLE 5**

### **CONDITIONS PRECEDENT TO CLOSING**

5.1 **Conditions for the Benefit of the Purchaser.** The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed at or prior to the Closing, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) The Vendor shall have fulfilled and complied with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to the Closing;
- (b) The Purchaser shall have received the closing documents referenced in Section 7.1 hereof.

The conditions in this Section 5.1 are for the benefit of the Purchaser, and may be waived in whole or in part by the Purchaser by written notice (which includes notice by email, fax or other electronic communication) to the Vendor on or before the Closing Date. Completion of the Closing by the Vendor shall mean that the conditions in this Section 5.1 are deemed as waived or satisfied.

5.2 **Conditions for the Benefit of the Vendor.** The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed at or prior to the Closing, which conditions are for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor in its sole discretion:

- (a) The representations and warranties of the Purchaser contained in Section 4.2 of this Agreement shall be true and correct as of the Closing Date;



- (b) The Purchaser shall have fulfilled and complied with all covenants contained in this Agreement to be fulfilled or complied with by it at or prior to the Closing Date;
- (c) The Vendor shall have received the Purchase Price together with applicable taxes; and
- (d) the Vendor shall have received the closing documents referenced in Section 7.2 hereof.

The conditions in this Section 5.2 are for the benefit of the Vendor, and may be waived in whole or in part by the Vendor by written notice (which includes notice by email, fax or other electronic communication) to the Purchaser on or before the Closing Date. Completion of the Closing by the Vendor shall mean that the conditions in this Section 5.2 are deemed as waived or satisfied.

5.3 **Conditions for the Mutual Benefit of the Parties.** The purchase and sale of the Purchased Assets is subject to the following terms and conditions for the benefit of both the Vendor and the Purchaser:

- (a) The Sale Approval Order shall have been granted and entered in a form acceptable to the Purchaser and the Vendor, each acting reasonably;
- (b) There shall be no appeal in respect of the Sale Approval Order which remains outstanding;
- (c) There will be in effect no order, injunction, decree, or judgement of any court prohibiting or preventing the consummation of the transactions contemplated by this Agreement, and no legal or regulatory action or proceeding shall be pending or threatened by any Governmental Entity to enjoin, restrict, or prohibit the transactions set out in this Agreement; and
- (d) The Vendor in its capacity as Court-Appointed Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd. shall have filed with the Court and delivered such certificate of closing as may be required by the Sale Approval Order.

5.4 **Termination by Purchaser.** If any of the conditions set forth in Section 5.1 have not been fulfilled in all respects or waived at or prior to Closing or any obligation or covenant of the Vendor to be performed at or prior to Closing has not been observed or performed in all respects by such time, the Purchaser may terminate this Agreement by notice in writing to the Vendor, and in such event the Purchaser shall be released from all obligations hereunder save and except for its obligations under this Article 5, which shall survive. The Vendor shall only be released from its obligations if the condition or conditions for the non-performance of which the Purchaser has terminated this Agreement are not reasonably capable of being performed or caused to be performed by the Vendor. If the Purchaser waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to

any of its rights of termination in the event of non-fulfillment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

5.5 **Termination by Vendor.** If any of the conditions set forth in Section 5.2 have not been fulfilled in all respects or waived at or prior to Closing or any obligation or covenant of the Purchaser to be performed in all respects at or prior to Closing has not been observed or performed by such time, the Vendor may terminate this Agreement by notice in writing to the Purchaser, and in such event the Vendor shall be released from all obligations hereunder save and except for its obligations under this Article 5, which shall survive. The Purchaser shall only be released from its obligations if the condition or conditions for the non-performance of which the Vendor has terminated this Agreement are not reasonably capable of being performed or caused to be performed by the Purchaser. If the Vendor waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfillment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

5.6 **Termination in Relation to Mutual Conditions.** If any of the conditions set forth in Section 5.3 have not been fulfilled in all respects or waived at or prior to Closing by both the Vendor and the Purchaser, then either the Vendor or the Purchaser may terminate this Agreement by notice in writing to the other, and in such event the Vendor and the Purchaser shall be released from their respective obligations hereunder save and except for their respective obligations under this Article 5, which shall survive, and the Deposit shall be returned to the Purchaser without interest as soon as reasonably practicable.

5.7 **Dealing with Deposit upon Default of Purchaser.** If the sale of the Purchased Assets is not completed as a result of any act or omission on the part of the Purchaser, the amount of [REDACTED] [REDACTED] from the Deposit shall be forfeited to the Vendor as a genuine pre-estimate of liquidated damages and not as a penalty, and the remaining [REDACTED] [REDACTED] from the Deposit shall be returned to the Purchaser without interest as soon as reasonably practicable. Furthermore, the Vendor shall be entitled to pursue all of its rights and remedies against the Purchaser.

## **ARTICLE 6**

### **CONDUCT TO CLOSING**

6.1 **Risk until Closing.** The Purchased Assets shall remain at the risk of the Vendor until Closing. The Purchased Assets thereafter shall be at the risk of the Purchaser. Until the Closing, the Vendor shall hold all insurance policies or proceeds thereof in trust for the parties as their interests may appear, and, in the

event of substantial damage to the Purchased Assets, the Purchaser may either have the net proceeds of the insurance and complete the transaction or may cancel the transaction and have all monies theretofore paid returned, including the Deposit, without interest, cost or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obliged to complete the transaction and be entitled to the net proceeds of insurance referenced to such damage.

- 6.2 **Condition of Purchased Assets.** The Purchased Assets shall be as they exist on the Closing Date with no adjustments to be allowed to the Purchaser for changes in condition, qualities or quantities from the date of viewing to the Closing Date. The Purchaser acknowledges and agrees that the Vendor shall not be required to inspect the Purchased Assets or any part thereof and that the Purchaser shall be deemed at its own expense to have relied entirely on its own inspection and investigation of the Purchased Assets.

## **ARTICLE 7**

### **TRANSFER OF TITLE AND CLOSING DOCUMENTS**

- 7.1 **Vendor's Closing Documents.** At or prior to the Closing Time, subject to the provisions of this Agreement, the Vendor shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser's solicitors the following:
- (a) a certificate confirming all conditions of the Vendor pursuant to Section 5.2 herein and all mutual conditions of the Purchaser and the Vendor pursuant to Section 5.3 herein (subject only to the filing of the certificate of closing provided by the Vendor as may be required by the Sale Approval Order), are satisfied or waived by the Vendor;
  - (b) a copy of a certificate of closing as may be required by the Sale Approval Order;
  - (c) a copy of the Sale Approval Order;
  - (d) a statement of adjustments prepared in accordance with this Agreement;
  - (e) a bring down certificate of the Vendor in respect of performance of covenants, and accuracy of representations and warranties; and
  - (f) any and all such further instruments, transfers, deeds, resolutions, certificates, agreements, documents or things as reasonably requested by the Purchaser and that are in the Vendor's possession, to give effect to or better carry out the transactions contemplated by this Agreement which are customary in real property and asset sale transactions of a similar nature in Manitoba where title is conveyed by vesting order.

The Vendor and Vendor's solicitors will deliver Closing Documents contemplated by this Agreement to the Purchaser's solicitors upon reasonable trust conditions.

7.2 **Purchaser's Closing Documents.** At or prior to the Closing Time, subject to the terms and conditions of this Agreement, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor's solicitors the following:

- (a) a certificate confirming all conditions of the Purchaser pursuant to Section 5.1 herein and all mutual conditions of the Purchaser and the Vendor pursuant to Section 5.3 herein (subject only to the filing of the certificate of closing provided by the Vendor as may be required by the Sale Approval Order), are satisfied or waived by the Purchaser;
- (b) the Purchaser's solicitor's certified trust cheque, a direct deposit of certified funds or a wire transfer from the Purchaser payable to the Vendor's solicitors for the balance of the Purchase Price referred to in Section 3.1(b), as adjusted pursuant to this Agreement;
- (c) certified copies of resolutions of the board of directors and shareholders if required, of the Purchaser approving the execution, delivery and performance of this Agreement;
- (d) a GST declaration and indemnity concerning the purchase of the Purchased Assets;
- (e) a bring down certificate of the Purchaser in respect of performance of covenants, accuracy of representations and warranties; and
- (f) any and all such further instruments, transfers, deeds, resolutions, certificates, agreements, documents or things as reasonably requested by the Vendor to give effect to or better carry out the transactions contemplated by this Agreement which are customary in real property and asset sale transactions of a similar nature in Manitoba.

The Purchaser and Purchaser's solicitors will deliver Closing Documents contemplated by this Agreement to the Vendor's solicitors upon reasonable trust conditions.

7.3 **Documentation.** All documentation shall be in form and substance acceptable to the Purchaser and the Vendor, each acting reasonably and in good faith. The Vendor and the Purchaser each agree to execute promptly when prepared any documents required to complete the purchase.

7.4 **Insurance.** The Purchaser agrees that all insurance maintained by the Vendor in respect of the Purchased Assets shall be cancelled on the Closing Date and that the Purchaser shall be responsible for placing its own insurance thereafter.

**ARTICLE 8**  
**POSSESSION**

- 8.1 **Vacant Possession.** On Closing vacant possession of the Properties and possession of the Fertilizer Tank shall be given to the Purchaser in accordance with and as provided for in the Sale Approval Order. In this regard, the Vendor shall deliver to the Purchaser all keys (masters and duplicates) to each lock on the Properties in the possession of the Vendor.

**ARTICLE 9**  
**TAXES**

- 9.1 **Goods and Services Tax – Purchased Assets.** With respect to GST payable pursuant to the *Excise Tax Act* (Canada) (the “ETA”) on the purchase of the Purchased Assets, the Purchaser shall pay to the Vendor on Closing by certified cheque all GST payable as a result of this transaction in accordance with the ETA, and the Vendor shall remit such GST to the Canada Revenue Agency when and to the extent required by the ETA, or the Purchaser shall provide a GST Declaration and Indemnity as contemplated by Section 7.2(d) hereof in a form acceptable to the Vendor, acting reasonably.

**ARTICLE 10**  
**GENERAL**

- 10.1 **Capacity.** Deloitte Restructuring Inc. is executing this Agreement and acting solely in its capacity as Court-Appointed Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd. and not in its personal capacity, and Deloitte Restructuring Inc. (and its directors, officers, employees, servants and agents) shall have no personal or corporate liability whatsoever in any way related to the Sales and Information Package dated January 10, 2018 (as supplemented by addendum dated February 20, 2018) provided in connection with the transaction contemplated by the Agreement, the Offer to Purchase provided by the Purchaser dated March 2, 2018, or in any way related to the Purchased Assets or the transaction contemplated by this Agreement, whether in contract, in tort, in equity, under statute or otherwise. Nothing in this Agreement shall or shall be interpreted to require Deloitte Restructuring Inc. to do any act or thing that would result in a breach or default by Deloitte Restructuring Inc. of any duty or obligation of Deloitte Restructuring Inc. as provided in or by the order appointing Deloitte Restructuring Inc. as Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd., any amendment thereof or further order, or any statute or otherwise at law.
- 10.2 **Announcements.** Any press release or public statement or announcement (a “**Public Statement**”) with respect to the transaction contemplated in this



Agreement shall be made only with the prior written consent and joint approval of the Vendor and the Purchaser unless such Public Statement is required by law, in which case the party required to make the Public Statement shall use commercially reasonable efforts to obtain the approval of the other party as to the form, nature and extent of the disclosure.

- 10.3 **Gender and Number.** Words imparting the singular include the plural and vice versa. Words imparting gender include all genders.
- 10.4 **Headings.** The headings contained herein are for reference only and in no way affect this Agreement or its interpretation.
- 10.5 **Obligations as Covenants.** Each agreement and obligation of any of the parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.
- 10.6 **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of Manitoba and the laws of Canada applicable thereto, and the Vendor and the Purchaser irrevocably attorn to the jurisdiction of the Manitoba Court of Queen's Bench (Winnipeg Centre).
- 10.7 **Currency and Cheques.** All references to currency in the Agreement shall be deemed to be referenced to Canadian dollars.
- 10.8 **Expenses.** Except as otherwise expressly provided in this Agreement, all costs and expenses (including the fees and disbursements of legal counsel and accountants) incurred in connection with this Agreement and the transactions contemplated herein shall be paid by the party incurring such expenses.
- 10.9 **Third Party Beneficiaries.** The Vendor and the Purchaser intend that this Agreement shall not benefit or create any right or cause of action in, or on behalf of, any person, other than the Purchaser and the Vendor, and no person, other than the Purchaser and/or the Vendor, shall be entitled to rely on the provisions of this Agreement, subject to Section 10.16 herein.
- 10.10 **Invalidity.** If any covenant, obligation, agreement or part thereof or the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such covenant, obligation or agreement or part thereof) to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- 10.11 **Amendment of Agreement.** No supplement or amendment of the Agreement shall be binding unless executed in writing by the parties hereto in the same manner as the execution of this Agreement.

- 10.12 **Performance on Holidays.** If any action is required to be taken pursuant to this Agreement on or by a specified date which is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day.
- 10.13 **Time of the Essence.** Time shall be of the essence of this Agreement.
- 10.14 **Calculation of Time.** In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (CST) on the last day of the period. If, however, the last day of the period does not fall on a Business Day, the period shall terminate at 5:00 p.m. (CST) on the next Business Day.
- 10.15 **Further Assurances.** Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other party, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
- 10.16 **Entire Agreement.** This Agreement and any agreements, instruments and other documents expressly contemplated herein to be entered into between, by or including the parties hereto constitute the entire agreement between the parties hereto pertaining to the subject matter of this Agreement and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions, whether oral or written, with respect thereto, and there are no other warranties or representations and no other agreements between the parties hereto (whether written or oral or express or implied) in connection with this Agreement except as specifically set forth in this Agreement.
- 10.17 **Non Application of *Contra Proferentem*.** The Vendor and the Purchaser agree that each has been involved in the negotiation and drafting of this Agreement, and accordingly the doctrine of *contra proferentem* shall have no application to the interpretation of this Agreement or any documents contemplated herein or ancillary hereto.
- 10.18 **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
- 10.19 **Assignment.** This Agreement shall not be assignable by either party hereto without the prior written consent of the other party.
- 10.20 **Successors and Assigns.** All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

10.21 **Notice.** Any notice, demand, approval, consent, information, agreement, offer, payment, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection with this Agreement shall be in writing and shall be given by personal delivery or by other electronic communication which results in a written or printed notice being given, addressed or sent as set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) Vendor:

Deloitte Restructuring Inc.  
Suite 2300, 360 Main Street  
Winnipeg, MB R3C 3Z3  
Attention: John R. Fritz  
Email: jofritz@deloitte.ca

with a copy to:

MLT Aikins LLP  
1500 – 410 22<sup>nd</sup> Street East  
Saskatoon, Saskatchewan S7K 5T6  
Attention: Jeff Lee  
Email: jmlee@mltaikins.com

(b) Purchaser:

Wolfe Land & Equipment Ltd.  
Box 417  
MacGregor, MB R0H 0R0  
Attention: Lincoln Wolfe  
Email: lwolfe685@gmail.com

with a copy to:

Thompson Dorfman Sweatman LLP  
201 Portage Avenue, Suite 2200  
Winnipeg, MB R3B 3L3  
Attention: Ross A. McFadyen  
Email: ram@tdslaw.com

Any Notice, if (i) personally delivered; or (ii) delivered prior to 5:00 p.m. (CST) on a given day by electronic communication, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by electronic communication with confirmation of transmission after 5:00 p.m. (CST) on a given day, shall be deemed to have been validly and effectively given and received on the day next following the day it was received.

*[remainder of page intentionally left blank]*

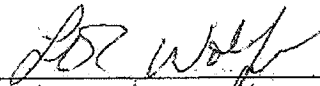


10.22 **Counterpart.** This Agreement may be executed in one or more counterparts, including by way of facsimile and electronic (pdf) transmission thereof, each of which counterparts shall be deemed an original and when so executed all such counterparts taken together shall form one agreement and shall be valid and binding on all parties to this Agreement.

*[signature page to follow]*

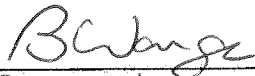
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

**WOLFE LAND & EQUIPMENT LTD.**

Per:   
Name: *Lincoln Wolfe*  
Title: *President.*

I have the authority to bind Wolfe Land and Equipment Ltd.

**DELOITTE RESTRUCTURING INC.,  
in its capacity as Court-Appointed  
Liquidator of  
TAYLOR BROS. FARM LTD.  
and  
EDWIN POTATO GROWERS LTD.**

Per:   
Name: *Brent Wurga*  
Title: *Senior Vice-President*

I have the authority to bind Deloitte Restructuring Inc., in its capacity as Court-Appointed Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd.

*[signature page to Purchase and Sale Agreement between Wolfe Land and Equipment Ltd. and Deloitte Restructuring Inc., in its capacity as Court-Appointed Liquidator of Taylor Bros. Farm Ltd. and Edwin Potato Growers Ltd.]*

**SCHEDULE "A"**

**PROPERTIES**

**Legal Descriptions:**

**Properties owned by Taylor Bros. Farm Ltd.:**

Title No. 2328200/3

THE N 1/2 OF SECTION 31 AND  
THE N 1/2 OF THE S 1/2 OF SECTION 31-10-8 WPM  
EXC FIRSTLY: OUT OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4,  
RAILWAY RIGHT-OF-WAY PLAN 327 PLTO  
SECONDLY: OUT OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4,  
ROAD PLAN 713 PLTO  
AND THIRDLY: OUT OF N 1/2 OF SE 1/4, THAT PORTION CONTAINED IN  
LOT 1 SP PLAN 2149 PLTO

Title No. 2571225/3

PARCEL 1

THE SE 1/4 OF SECTION 4-11-8 WPM  
EXC FIRSTLY: ELY 710 FEET OF SLY 2454 FEET  
AND SECONDLY: ALL MINES, MINERALS AND SPECIAL RESERVATIONS  
AS RESERVED IN THE ORIGINAL GRANT FROM THE CROWN

PARCEL 2

ALL THAT PORTION OF THE NE 1/4 OF SECTION 4-11-8 WPM  
WHICH LIES SE OF THE SOUTH-EASTERN LIMIT OF  
RLY RIGHT-OF-WAY PLAN 327 PTLO  
EXC ALL MINES, MINERALS AND SPECIAL RESERVATIONS  
AS RESERVED IN THE ORIGINAL GRANT FROM THE CROWN

Title No. 2571228/3

PARCEL 1

THE NW 1/4 OF SECTION 4-11-8 WPM  
EXC FIRSTLY: RLY RIGHT-OF-WAY PLAN 327 PLTO  
AND SECONDLY: ALL MINES, MINERALS AND SPECIAL RESERVATIONS  
AS RESERVED IN THE ORIGINAL GRANT FROM THE CROWN



PARCEL 2

ALL THAT PORTION OF THE NW 1/4 OF SECTION 4-11-8 WPM  
TAKEN FOR RLY RIGHT-OF-WAY PLAN 327 PLTO  
EXC ALL MINES, MINERALS, COAL AND VALUABLE STONE  
AS SET FORTH IN TRANSFER 140459 PLTO

PARCEL 3

SW 1/4 4-11-8 WPM, EXC  
FIRSTLY: RAILWAY RIGHT-OF-WAY AND STATION GROUNDS PLAN 327  
PLTO  
SECONDLY: THAT PORTION DESCRIBED AS COMMENCING AT THE  
INTERSECTION OF  
THE WESTERN LIMIT WITH THE SOUTHERN LIMIT OF STATION  
GROUNDS PLAN 327 PLTO, THENCE SLY ALONG SAID WESTERN LIMIT  
100 FEET, THENCE ELY PARALLEL WITH THE SOUTHERN LIMIT  
OF SAID QUARTER SECTION 100 FEET,  
THENCE NLY PARALLEL WITH SAID WESTERN LIMIT TO  
INTERSECT THE SOUTHERN LIMIT OF SAID STATION GROUNDS,  
THENCE SWLY ALONG SAID SOUTHERN LIMIT TO THE POINT  
OF COMMENCEMENT  
THIRDLY: PLAN 2290 PLTO  
FOURTHLY: ALL MINES, MINERALS AND SPECIAL RESERVATIONS AS  
CONTAINED IN THE ORIGINAL GRANT FROM THE CROWN

PARCEL 4

ALL THAT PORTION OF SW 1/4 4-11-8 WPM  
TAKEN FOR RLY RIGHT-OF-WAY AND STATION GROUNDS PLAN 327 PLTO,  
EXC  
FIRSTLY: PLAN 2290 PLTO AND 45686 PLTO  
SECONDLY: ALL MINES, MINERALS AND SPECIAL RESERVATIONS AS  
CONTAINED IN THE ORIGINAL GRANT FROM THE CROWN

Title No. 2571229/3

THE W 1/2 OF THE NE 1/4 OF SECTION 8-11-8 WPM

Title No. 2571232/3

THE NW 1/4 OF SECTION 8-11-8 WPM  
EXC ALL MINES AND MINERALS AS SET FORTH IN DEED 126692 PLTO

Title No. 2571230/3

PARCEL 1: THE SE 1/4 OF SECTION 17-11-8 WPM  
EXC THE SLY 635 FEET PERP OF THE ELY 1167 FEET PERP

PARCEL 2: THE SW 1/4 OF SECTION 17-11-8 WPM

Title No. 2328202/3

THE NE 1/4 OF SECTION 36-10-9 WPM  
EXC ALL MINES AND MINERALS AS SET FORTH  
IN THE ORIGINAL GRANT FROM THE CROWN

Title No. 2328201/3

THE NW 1/4 OF SECTION 36-10-9 WPM  
EXC ALL MINES AND MINERALS AS SET FORTH  
IN THE ORIGINAL GRANT FROM THE CROWN

**Properties owned by Edwin Potato Growers Ltd.**

Title No. 2427364/3

THE NE 1/4 OF SECTION 18-11-8 WPM  
EXC FIRSTLY: THE NLY 380 FEET OF THE ELY 150 FEET  
AND SECONDLY: ALL MINES AND MINERALS AS SET FORTH  
IN THE ORIGINAL GRANT FROM THE CROWN

Title No. 1843240/3

THE NLY 380 FEET OF THE ELY 150 FEET OF  
NE 1/4 18-11-8 WPM  
EXC ALL MINES, MINERALS AND SPECIAL RESERVATIONS AS  
RESERVED IN THE ORIGINAL GRANT FROM THE CROWN

Title No. 1549193/3

NE 1/4 13-10-9 WPM  
EXC THE ELY 758.5 FEET PERP OF THE NLY 580 FEET PERP  
SUBJECT TO THE RESERVATIONS CONTAINED IN THE CROWN LANDS ACT

## SCHEDULE "B"

### PERMITTED ENCUMBRANCES

- 1) Caveat No. 1015750/3 registered on May 15, 1998 in favour of MTS Communications Inc.;
- 2) Caveat No. 1056830/3 registered on July 24, 2002 in favour of MTS Communications Inc.;
- 3) Caveat No. 33881/3 registered on November 15, 1966 in favour of Manitoba Telephone System;
- 4) Caveat No. 41134/3 registered on May 20, 1982 in favour of Manitoba Telephone System;
- 5) Caveat No. 1014611/3 registered on April 6, 1998 in favour of MTS Netcom Inc.;
- 6) Caveat No. 1015784/3 registered on May 19, 1998 in favour of MTS Communications Inc.;
- 7) Caveat No. 1073764/3 registered on May 4, 2004 in favour of MTS Communications Inc.;
- 8) Caveat No. 1100130/3 registered on December 11, 2006 in favour of Kereven Farms Ltd.;
- 9) Easement No. 83901/3 registered on February 13, 1957 in favour of Trans-Canada Pipelines Ltd.;
- 10) Easement No. 111554/3 registered on June 15, 1970 in favour of Trans-Canada Pipelines Ltd.;
- 11) Easement No. 92-4300/3 registered on July 6, 1992 in favour of Trans-Canada Pipelines Ltd.;
- 12) Easement No. 1013832/3 registered on March 13, 1998 in favour of TransCanada Pipelines Limited;
- 13) Easement No. 127654OS/3 registered on August 23, 1956 in favour of Trans-Canada Pipelines Ltd.;
- 14) Easement No. 130617OS/3 registered on June 15, 1970 in favour of Trans-Canada Pipelines Ltd.;
- 15) Easement No. 92-4304/3 registered on July 6, 1992 in favour of Trans-Canada Pipelines Ltd.;
- 16) Easement No. 1013829/3 registered on March 13, 1998 in favour of TransCanada Pipelines Limited;
- 17) Easement No. 83050/3 registered on August 30, 1956 in favour of Trans-Canada Pipelines Ltd.;
- 18) Easement No. 89158/3 registered on November 5, 1959 in favour of Trans-Canada Pipelines Ltd.;
- 19) Easement No. 96296/3 registered on May 27, 1963 in favour of Petroleum Transmission Co.;
- 20) Caveat No. 33781/3 registered on September 30, 1966 in favour of The Manitoba Telephone System;
- 21) Easement No. 111555/3 registered on June 15, 1970 in favour of Trans-Canada Pipelines Ltd.;
- 22) Caveat No. 80-39779/3 registered on April 3, 1980 in favour of James Roy Boak;

- 23) Caveat No. 83-2546/3 registered on June 29, 1983 in favour of Manitoba Telephone System;
- 24) Easement No. 92-4306/3 registered on July 6, 1992 in favour of Trans-Canada Pipelines Ltd.;
- 25) Easement No. 1013826/3 registered on March 13, 1998 in favour of Transcanada Pipelines Limited;
- 26) Miscellaneous Registration No. 1189989/3 registered on June 22, 2017 in favour of Plains Midstream Canada ULC; and
- 27) Caveat No. 26718/3 registered on October 20, 1947 in favour of The Rural Municipality of Portage La Prairie.



**SCHEDULE "C"**

**PURCHASE PRICE AND DEPOSIT ALLOCATION**

Title No.	Purchase Price Allocation	Deposit Allocation
Title No. 2328200/3	██████████	██████████
Title No. 2571225/3	██████████	██████████
Title No. 2571228/3	██████████	██████████
Title No. 2571229/3	██████████	██████████
Title No. 2571232/3	██████████	██████████
Title No. 2571230/3	██████████	██████████
Title No. 2427364/3 & 1843240/3	██████████	██████████
Title No. 1549193/3	██████████	██████████
Title No. 2328202/3	██████████	██████████
Title No. 2328201/3	██████████	██████████

The 60,000 Gallon Fertilizer Tank will have ██████████ for the Purchase Price Allocation, and ██████████ for the Deposit Allocation.

**Exhibit G – Statement of Receipts and Disbursements for the period of October 28, 2017  
to March 23, 2018**

**TAYLOR BROS. FARM LTD. AND EDWIN POTATO GROWERS LTD.**  
**STATEMENT OF RECEIPTS AND DISBURSEMENTS**  
for the period of April 28, 2017 to March 23, 2018

<b>Receipts</b>	<b>April 28, 2017 to October 27, 2017</b>	<b>October 28, 2017 to March 23, 2018</b>	<b>Total</b>
Advance from secured creditor (property taxes)	\$ 156,631	\$ -	\$ 156,631
Asset sale proceeds (deposits) <sup>1</sup>	-	-	-
Cash on hand	30,724	-	30,724
GST collections	12,683	153	12,836
Interest	69	279	348
Refunds (insurance, tax, etc.)	-	3,072	3,072
Rental income (land)	253,650	3,067	256,717
<b>Total Receipts</b>	<b>453,757</b>	<b>6,570</b>	<b>460,327</b>
<b>Disbursements</b>			
Advertising	-	6,581	6,581
Appraisal	4,765	-	4,765
GST paid on disbursements	310	468	778
GST paid on legal fees	1,960	1,712	3,673
GST paid on Liquidator fees	3,674	1,732	5,407
GST remitted	-	4,416	4,416
Insurance	-	487	487
Legal fees	41,442	32,558	74,000
Liquidator fees	73,489	34,642	108,131
Locks	-	466	466
Municipal property taxes	198,747	-	198,747
PST paid on legal fees	550	3,796	4,345
Utilities	1,565	3,068	4,634
<b>Total Disbursements</b>	<b>326,503</b>	<b>89,926</b>	<b>416,430</b>
<b>Excess of Receipts over Disbursements</b>	<b>\$ 127,253</b>	<b>\$ (83,356)</b>	<b>\$ 43,897</b>

**Notes:**

- 1) Deposits received from Beaver Creek Holding Co. Ltd. and Wolfe Land and Equipment Ltd. have been received and deposited by the Liquidator, but have not been included above so as to avoid tainting any future sales of the assets.