

COURT FILE NUMBER KBG-SA-01031-2024

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

JUDICIAL CENTRE SASKATOON

APPLICANT CANADIAN IMPERIAL BANK OF COMMERCE

RESPONDENT CUSTOM AGRICULTURE INTELLIGENCE
INCORPORATED, GREN CHEM CONSULTANTS
INC., BERMMAN MICRONUTRIENTS
INCORPORATED AND BERMMAN HAVEN
INCORPORATED

DOCUMENT FIRST REPORT OF BDO CANADA LIMITED, IN
ITS CAPACITY AS COURT APPOINTED
INTERIM RECEIVER

SEPTEMBER 16, 2024

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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TABLE OF CONTENTS

INTRODUCTION1
TERMS OF REFERENCE.....2
BACKGROUND3
IR’S ACTIVITIES6
STATUTORY COMPLIANCE.....7
IR RECOMMENDATIONS8

APPENDICES

- Appendix A – Interim Receivership Order
- Appendix B – Email from Ms. Richard Regarding Business Closure, Dated
September 10, 2024
- Appendix C – McDougall Auctions Settlement Statement
- Appendix D – Interim Receiver’s Emails to Legal Counsel Requesting Information for the
Debtors
- Appendix E – Interim Receiver’s Email to Ms. Richard Requesting Information for the
Debtors

INTRODUCTION

1. On August 5, 2024 (the “**Date of Appointment**”), BDO Canada Limited was appointed as Interim Receiver (the “**IR**”), without security, of all the assets, undertakings, and properties (collectively, the “**Property**”) of Custom Agriculture Intelligence Incorporated (“**CAII**”), Green Chem Consultants Inc. (“**GCCI**”), Bermman Micronutrient Incorporated (“**BMI**”) and Bermman Haven Incorporated (“**BHI**”) (collectively the “**Debtors**”, or the “**Companies**”) pursuant to an Order of the Court of King’s Bench for Saskatchewan (the “**Court**”) dated September 5, 2024 (the “**IR Order**”). The IR Order is attached hereto as Appendix A.
2. The IR Order empowered, but did not obligate the IR to, among other things, where the IR considered it necessary or desirable, to:
 - (a) monitor the Property, or any part or parts thereof, including but not limited to, the taking of physical inventories and the monitoring and, if necessary, the placement of insurance coverage as necessary or desirable to protect the Property;
 - (b) engage consultants, appraisers, agents, experts, auditors, accountants, managers counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the IR’s powers and duties including, without limitation, those conferred by the IR Order;
 - (c) review and monitor the receipt and collection of all monies and accounts now owed or hereafter owing in relation to the Property;
 - (d) review and monitor the sale of the Property, including but not limited to, contacting the real estate agent, being provided any offers which are received on the Property, contacting any potential purchasers of the Property and otherwise participate in the sale of the Property without limitation;
 - (e) report, meet with and discuss such after Person (as defined in the Order) as the IR deems appropriate and necessary all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality the IR deems advisable, including but not limited to amounts owing by the Debtors to

Canada Revenue Agency;

- (f) report to the Court with respect to:
 - (i) the Property;
 - (ii) the undertakings and properties of any one or more Debtors;
 - (iii) the finances of the Debtors; and,
 - (iv) the business or affairs of the Debtors, including but not limited to, re-financing or sale efforts of the Debtors; and,
 - (g) take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.
3. The IR Order further provided that in each case where the IR takes any such actions or steps, it is exclusively authorized and empowered to do so, to the exclusion of all other Person, including the Debtors, and without interference from any other Person and for greater clarity, the Debtors shall not sell, convey, transfer, lease or assign the Property without approval of the IR or further order of the Court.
4. The IR Order provided for an initial stay of proceedings up to and including October 4, 2024, or until further Order of the Court extending the proceedings.
5. The purpose of this report (the “**First Report**”) is to inform the Court as to the following:
- (a) the activities of the IR since the granted of the IR Order;
 - (b) the status of various aspects of the proceedings; and
 - (c) the IR’s summary of the ongoing operations of the Debtor.

TERMS OF REFERENCE

6. In preparing this First Report, the IR has relied upon unaudited interim financial information, other information available to the IR and, where available and appropriate, the Debtors’ books and records and discussions with management (“**Management**”).

7. The financial information of the Companies have not been audited, reviewed or otherwise verified by the IR 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 First Report may not disclose all significant matters about the Companies or the Companies' financial position. Additionally, none of the IR's procedures were intended to detect defalcations or other irregularities. If the IR 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 IR's attention. Accordingly, the IR does not express an opinion, nor does it provide any other form of assurance on the financial or other information presented herein. The IR may refine or alter its observations as further information is obtained or brought to its attention after the date of this First Report.
8. The IR has prepared this First Report in connection with paragraph 2(f) of the IR Order. The IR assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction, or use of this First Report. Any use that any party makes of this First Report, or any reliance on or decisions to be made based on it is the sole responsibility of such party.
9. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.
10. Capitalized terms used in this First Report but not defined herein are as defined in the IR Order and the Affidavit of Manan Parikh dated August 8, 2024 (the "**Parikh Affidavit**").

BACKGROUND

11. As detailed in the Parikh Affidavit, the Companies are corporations incorporated pursuant to the laws of the Province of Saskatchewan.
12. According to CAII's website, the corporation is a manufacturer of liquid and dry customized crop-health therapy formulations for crop production operations. CAII operates from two (2) locations with residential addresses as follows:
 - (a) 2190 Industrial Drive, RM of Sherwood SK ("**Industrial Drive Property**"); and

- (b) NW 17-14-15-W2, Sedley, SK (“**Sedley Property**”)
13. CAII's Industrial Drive Property is its manufacturing facility.
 14. CAAI's Sedley Property is where it makes liquid and organic formulations and manufactures and pelletizes the treatments for the customers.
 15. According to GCCI's website, GCCI is solely a custom formulation company that provides customized macro and micronutrient formulations based on soil testing and tissue sampling results. GCCI operates from the Sedley Property.
 16. According to BHI's website:
 - (a) the company specializes in the procurement and distribution of jet fuel, Mazut, D2, D6, CST180/380, LNG, and LPG from reputable sources; and,
 - (b) its head office is located at 408, 2737 Quance Street, Regina Saskatchewan.
 17. Based on the Parikh Affidavit, the Interim Receiver believes that BMI is a holding company.
 18. Ifeanyi Emmanuel Richard and Omarari Bernice Richard (“**Ms. Richard**”) are the sole directors of the Companies and the shareholders of BMI.
 19. BMI is the sole shareholder of CAII, GCCI and BHI.
 20. Based on the Parikh Affidavit, as of July 9, 2024, the total aggregate amount owing to CIBC under the Custom Ag Credit Agreement and Bermman Haven Credit Agreement was \$6,461,348.

Ongoing Operations

21. On September 10, 2024, Management indicated in an email to the IR that the Companies' employees were terminated, and operations had ceased. Attached as Appendix “B” is a copy of this email.
22. In addition, Management requested that the proceeds from an auction of certain of the Companies' assets be used to fund severance payments to the employees. Based on the information provided by Management, 15 employees are owed a total of \$66,315 in gross severance pay. The auction was of various assets of the Companies and occurred on August 12, 2024, and generated gross sale proceeds of \$85,660 and net funds of \$63,097 (net of commissions of \$22,001 and expenses of \$462) (the “**Auction Proceeds**”). Attached as Appendix “C” is a copy of the Settlement Statement from McDougall Auctioneers.
23. Pursuant to an agreement between counsels for McDougall Auctioneers, the IR and the Companies, the Auction Proceeds are currently being held in trust by the IR's counsel.

Insurance

24. On September 12, 2024, Management provided the IR with insurance information and the IR reached out to the insurance provider, Avid Insurance Group Inc. (“**Avid**”), to obtain a copy of the policy and proof of insurance. Based on the IR's discussion with Avid, the IR understands that the Companies were financing the insurance with monthly payments of approximately \$5,500. The payments are current as of the date of this report. The policy expires in April 2025. The policy covers BHI, GCI and CAII with general commercial insurance, property coverage policies, and contractors' equipment and equipment breakdown insurance.

Company's Plan

25. As of the date of this First Report, no repayment plan has been provided to the IR, other than to sell sufficient assets, including the Real Property (as defined herein), to repay the debt owing to CIBC.

IR'S ACTIVITIES

26. Since the Date of Appointment, the IR has undertaken the following activities:
- (a) on the Date of Appointment, the IR sent an email to legal counsel for the Companies making requests for various information regarding each of the Companies. The IR followed up on this email on September 9, 2024. The Companies' legal counsel indicated that the email was provided to his client. Attached as Appendix “D” are copies of the IR's emails to legal counsel for the Companies;
 - (b) on September 10, 2024, after Ms. Richard emailed the IR, the IR requested the same information requested from the Companies' legal counsel. Attached as Appendix “E” is a copy of the IR's email to Ms. Richard. Management has since provided the IR with access to the Companies' online bookkeeping software, QuickBooks, for CAII and BHI; however, information for the other entities has not been provided;
 - (c) on September 13, 2024, the IR made a request to the Companies' external accountants for historical financial statements and tax returns;
 - (d) the IR has reviewed the QuickBooks records of CAII and BHI and identified that the entities have additional bank accounts with HSBC;
 - (e) the IR has held discussions with Royal LePage who the realtors are engaged by Management to sell the property located at 1801 Culver Avenue (the “**Culver Property**”), and two parcels of land (the “**Land Parcels**”) legally described as follows (the Land Parcels together with the Culver Property, the “**Real Property**”):
 - (i) Block C, Plan 101350370 Ext 10 Parcel 111656055; and,
 - (ii) Block D, Plan 101350370 Ext 11 Parcel 111656066.
 - (f) Royal LePage advises the IR that, since the Real Property was listed, there have been six (6) inquiries regarding the Culver Property, and three (3) inquiries regarding the Land Parcels;
 - (g) Management has provided appraisals for all properties which were completed in May

2023. The IR has engaged in discussions with an appraiser and obtained a quote for new appraisals on all properties owned by the Companies;

- (h) the IR has:
 - (i) discussed restructuring options with the CIBC and its legal counsel;
 - (ii) provided updates to CIBC and its legal counsel;
 - (iii) completed the statutory notice requirements in accordance with the IR Order; and,
 - (iv) prepared and reviewed this First Report.

27. The IR has not been apprised of any priority claims being asserted by Canada Revenue Agency (“CRA”) as at the date of this First Report.

STATUTORY COMPLIANCE

28. Paragraph 32 of the IR Order stated that “[CIBC] shall, within ten (10) days of the date of this Order, cause a true copy of this Order to be served by prepaid ordinary mail on all Persons to whom the IR is required to send notice pursuant to section 245(1) of the BIA (the “Notice”)”. Accordingly, after discussion with CIBC on September 16, 2024, the IR provided notice of these proceedings to all creditors identified by the Companies.

29. In accordance with paragraph 35 of the IR Order, on September 16, 2024, the IR created a website (the “**IR Website**”) to post periodic updates and progress of these proceedings, materials filed in connection with these proceedings, and other relevant information. The address for the IR Website is <https://www.bdo.ca/emca/extranerts/customagintel>.

IR RECOMMENDATIONS

30. Based on the above, the IR respectfully requests that the Court approve the activities of the IR since the date of appointment.

All of which is respectfully submitted at Saskatoon, Saskatchewan, this 16th day of September 2024.

BDO CANADA LIMITED

In its capacity as IR of
Custom Agriculture Intelligence Incorporated,
Green Chem Consultant Inc., Bermman
Micronutrient Incorporated, and Bermann Haven
Incorporated and not in its personal capacity.



Per: David Lewis, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix A – Interim Receivership Order

COURT FILE NUMBER KBG-SA-01031-2024

COURT OF KING'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

APPLICANT CANADIAN IMPERIAL BANK OF COMMERCE

RESPONDENTS CUSTOM AGRICULTURE INTELLIGENCE
INCORPORATED, GREEN CHEM CONSULTANTS INC.,
BERMMAN MICRONUTRIENTS INCORPORATED AND
BERMMAN HAVEN INCORPORATED

**IN THE MATTER OF THE INTERIM RECEIVERSHIP OF CUSTOM AGRICULTURE
INTELLIGENCE INCORPORATED, GREEN CHEM CONSULTANTS INC., BERMMAN
MICRONUTRIENT INCORPORATED AND BERMMAN HAVEN INCORPORATED**

Before the Honorable Justice A.R. Rothery in Chambers the 5th day of September, 2024.

Upon the application of Canadian Imperial Bank of Commerce ("CIBC") in respect of Custom Agriculture Intelligence Incorporated, Green Chem Consultants Inc., Bermman Micronutrient Incorporated and Bermman Haven Incorporated (the "**Debtors**"); and on having read the Originating Application, the Affidavit of Manan Parikh sworn August 8, 2024, the Supplemental Affidavit of Manan Parikh sworn August 29, 2024; and upon reading the Consent of BDO Canada Limited to act as interim receiver ("**Interim Receiver**") and Brief of Law, all filed; and upon hearing Janine L. Lavoie-Harding, counsel for CIBC;

The Court Orders:

SERVICE

1. To the extent required, the time for service of notice of the application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**"), section 64(8) of *The Personal Property Security Act*, 1993, SS 1993, c P-6.2 (the "**PPSA**"), and section 10-5(1) of *The King's Bench Act*, SS 2023, c 28, BDO Canada Limited ("**BDO**") is hereby appointed Interim Receiver, without security, of the real property described as:
 - (a) Surface Parcel #202750152, Reference Land Description Lot 9 Blk/Par L Plan No 102113198;
 - (b) Surface Parcel #110859587, Reference Land Description: Lot 3, Blk/Par S Plan No 79R05960 Extension 0, As described on Certificate of Title 88R30926; and,
 - (c) Surface Parcel #203017643, Reference Land Description: Blk/Par A Plan No 102162765 Extension 0 ("**Parcel A**"), only for the limited purpose of reviewing inventory contained

on the land. For greater certainty, the Interim Receiver is not appointed as it relates to Parcel A;

(the “**Mortgaged Lands**”)

and of all of the personal property, assets, undertakings and properties of the Debtors acquired for, or used in relation to the business carried on by the Debtors, including all proceeds thereof (the “**Personal Property**”, together with the Mortgaged Lands, the “**Property**”).

INTERIM RECEIVER'S POWERS

3. The Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:
 - (a) to monitor the Property, or any part or parts thereof, including but not limited to, the taking of physical inventories and the monitoring and, if necessary, placement of insurance coverage as necessary or desirable to protect the Property;
 - (b) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties including, without limitation, those conferred by this Order;
 - (c) to review and monitor the receipt and collection of all monies and accounts now owed or hereafter owing in relation to the Property;
 - (d) to review and monitor the sale of the Property, including but not limited to, contacting the real estate agent, being provided any offers which are received on the Property, contacting any potential purchasers of the Property and otherwise participate in the sale of the Property without limitation;
 - (e) to report, meet with and discuss such affected Persons (as defined below) as the Interim Receiver deems appropriate and necessary all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality of the Interim Receiver deems advisable, including but not limited to amounts owing by the Debtors to Canada Revenue Agency;
 - (f) to report to the Court with respect to:
 - i. the Property;
 - ii. the undertakings and properties of any one or more Debtors;
 - iii. the finances of the Debtors; and
 - iv. the business or affairs of the Debtors, including but not limited to, re-financing or sale efforts of the Debtors; and

- (g) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person and for greater clarity, the Debtors shall not sell, convey, transfer, lease, or assign the Property without approval of the Interim Receiver or further order of the Court.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

4. No Person shall sell, convey, transfer, lease, or assign the Property without approval of the Interim Receiver.
5. (i) The Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Interim Receiver upon the Interim Receiver's request.
6. All Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto provided, however, that nothing in this paragraph 4 or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Interim Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
7. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require, including providing the Interim Receiver with instructions on the use of any computer or

other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

8. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against the Interim Receiver except with the written consent of the Interim Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

9. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement, if such Proceeding is not commenced before the expiration of the stay provided by this paragraph; or (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

10. All rights and remedies (including, without limitation, set-off rights) against the Debtors or the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that nothing in this paragraph shall: (i) empower the Interim Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on; (ii) exempt the Interim Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a mortgage or security interest; or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect a lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Debtors and the Interim Receiver. The stay and suspension shall not apply in respect of any "**Eligible Financial Contract**" as defined in section 65.1 of the BIA.

NO INTERFERENCE WITH THE INTERIM RECEIVER

11. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, including, without limitation, insurance coverage, without written consent of the Interim Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an Eligible Financial Contract with the Debtors from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

12. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including, without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Interim Receiver, and the Interim Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Interim Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

EMPLOYEES

13. Subject to the employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Interim Receiver, on the Debtors behalf, may terminate the employment of such employees. The Interim Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Interim Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5), 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c 47.

LIMITATION ON ENVIRONMENTAL LIABILITIES

14. (a) Notwithstanding anything in any federal or provincial law, the Interim Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Interim Receiver's appointment; or
 - (ii) after the Interim Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Interim Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts an Interim Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Interim Receiver to remedy any environmental condition or environmental damage affecting the Property, the Interim Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within ten (10) days after the order is made if no time is so specified, within ten (10) days after the

appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Interim Receiver:

- A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within ten (10) days after the order is made or within ten (10) days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Interim Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Interim Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Interim Receiver by section 14.06 of the BIA or any other applicable legislation.

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

15. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Interim Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Interim Receiver under any applicable law, including, without limitation, Sections 14.06, 81.4(5) or 81.6(3) of the BIA.

INTERIM RECEIVER'S ACCOUNTS

16. The Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements and the Interim Receiver and counsel to the Interim Receiver shall be entitled to, and are hereby granted, a charge (the "**Interim Receiver's Charge**") on the Property as security for such fees and disbursements both before and after the making of this Order in respect of these proceedings, and the Interim Receivers' Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

17. The Interim Receiver and its legal counsel shall pass their accounts from time to time.
18. Prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE INTERIM RECEIVERSHIP

19. The Interim Receiver shall be at liberty and is hereby empowered to borrow, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not at any time exceed \$70,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Interim Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Interim Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
20. Neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
21. The Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Interim Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
22. The monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Interim Receiver's Certificates.

ALLOCATION

23. Any interested party may apply to this Court, on notice to any other party likely to be affected, for an order allocating the Interim Receiver's Charge and Interim Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

24. The Interim Receiver may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
25. Nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtors.

26. Unless otherwise ordered by this Court, the Interim Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
27. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.
28. The Interim Receiver shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and for the recognition that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
29. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the Debtors' estate with such priority and at such time as this Court may determine.
30. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

INTERIM ORDER EXPIRATION

31. Pursuant to section 47(1) of the *BIA*, this Order shall continue until the earliest of:
 - (a) the taking of possession by a receiver, within the meaning of subsection 243(2) of the *BIA*, of the Property;
 - (b) the taking of possession by a trustee of the Property; or
 - (c) October 4, 2024, unless this Order is amended or extended by further order of this Court.

NOTICE AND SERVICE

32. The Applicant shall, within ten (10) days of the date of this Order, cause a true copy of this Order to be served by prepaid ordinary mail on all Persons to whom the Interim Receiver is required to send notice pursuant to section 245(1) of the *BIA* (the "**Notice**").
33. The Notice shall be deemed to have been received on the seventh day after mailing.
34. The Notice served pursuant to paragraph 32 above shall be accompanied by a cover letter in the form attached as Schedule "B" to this Order.

35. The Electronic Case Information and Service Protocol attached as Schedule "C" hereto (the "Protocol") is approved and adopted for these proceedings. Terms which are capitalized herein but otherwise not defined shall bear the respective meanings ascribed to them in the Protocol. Service of documents made in accordance with the Protocol shall (subject to review by the Court at the time of any application) constitute valid and effective service. A Case Website shall be established in accordance with the Protocol with the following URL: <https://www.bdo.ca/en-ca/extranets/customagintel>. Applications in respect of this matter may be made upon three days notice.
36. The failure of any Person to forward a Request for Electronic Service or a Request for Facsimile Service to the Service List Keeper shall release the Interim Receiver, the Applicant, and any other interested Person serving court materials in this matter from any requirement to provide further notice in respect of these proceedings to any such Person until such time as a properly completed request for such service is received from such Person by each of the counsel for the Interim Receiver and the Applicant.
37. The Applicant and the Interim Receiver shall be at liberty to serve the Notice on any other interested Person by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such Persons at their respective addresses as last shown on the records of the Applicant.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 5th day of September, 2024.


DEPUTY LOCAL REGISTRAR

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of firm:	McKERCHER LLP
Name of lawyers in charge of file:	Janine L. Lavoie-Harding/Taylor Wilcox
Address of legal firm:	374 – 3 rd Avenue Saskatoon, SK S7K 1M5
Telephone number:	(306) 664-1265
Fax number:	(306) 653-2669
E-mail address:	j.lavoie-harding@mckercher.ca / t.wilcox@mckercher.ca
File number:	128886.1

TO:

**Custom Agricultural Intelligence Incorporated, Green Chem Consultants
Inc., Bermman Micronutrient Incorporated and Bermman Haven Incorporated**
c/o Cuelenaere LLP
200-450 2nd Avenue North
Saskatoon, SK S7K 2C3

SCHEDULE "A"

INTERIM RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [INTERIM RECEIVER'S NAME], the Interim Receiver (the "**Interim Receiver**") of the assets, undertakings and properties of [DEBTOR'S NAME] (the "**Debtor**") acquired for, or used in relation to the Debtor's business, including all proceeds thereof (the "**Property**") appointed by Order of the Court of Queen's Bench of Saskatchewan (the "**Court**") issued the ____ day of _____, 20__ (the "**Order**") made in action _____, has received as such Interim Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Interim Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act* (Canada) and the right of the Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at *.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Interim Receiver does not undertake any personal liability to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

[INTERIM RECEIVER'S NAME], solely in its capacity as Interim Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

SCHEDULE "B"

COVER LETTER OF DEMAND FOR NOTICE

[Date]

[Address]

[Address]

[Address]

[Address]

Attention:

RE: IN THE MATTER OF THE INTERIM RECEIVERSHIP OF *

An Interim Receiver has been appointed by Order of the Court of Queen's Bench for Saskatchewan over the property, assets and undertaking of *. A copy of the Court Order appointing * as Interim Receiver is posted on the Case Website at: www.*

You may wish to monitor these proceedings. If you wish to do so, you may obtain up to date information respecting all court matters, including court applications and Interim Receiver's reports by accessing the Case Website at _____.

If at any time, you would like to be served with court documents relating to further proceedings in relation to this matter, please review the Electronic Case Information and Service Protocol (the "**Protocol**") set forth in Schedule "C" to the Order and complete and transmit a Request for Electronic Service (or where permitted a Request for Facsimile Service) to each of the following persons:

1. [Name of the Applicant]

c/o [Name and address of counsel for the Applicant]

Attention:

Email:

2. [Name of the Interim Receiver]

c/o [Name and address of counsel for the Interim Receiver]

Attention:

Email:

If you do not properly complete a request for service and forward that request by email to each of the above-referenced persons indicating that you require to be served with court documents in

these proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the proceedings.

DEMAND FOR NOTICE

TO:

- 1. [Name of the Applicant]
c/o [Name and address of counsel for the Applicant]
Attention:
Email:
Fax:

- 2. [Name of the Interim Receiver]
c/o [Name and address of counsel for the Interim Receiver]
Attention:
Email:
Fax:

Re: In the Matter of the Interim Receivership of *

I hereby request that notice of all further proceedings in the above Interim Receivership be sent to me in the following manner:

- (a) by email, at the following email address:

_____, or

- (b) I do not have the ability to receive electronic mail, and am therefore eligible to request, and do hereby request, notice by facsimile at the following facsimile number:

_____.

Signature: _____

Name of Creditor: _____

Address of Creditor: _____

Phone Number: _____

SCHEDULE "C"

ELECTRONIC CASE INFORMATION AND SERVICE PROTOCOL

EFFECTIVE AS OF DECEMBER 6, 2017

APPLICATION

1. This Electronic Case Information and Service Protocol shall apply to this proceeding except as otherwise ordered by the Court.

DEFINITIONS

2. For the purposes of this Protocol, the following capitalized terms shall have the meanings ascribed below:
 - (a) "**Case Website**" means the website referenced in paragraph * of the Implementation Order;
 - (b) "**Court**" means the Court of Queen's Bench for Saskatchewan, sitting in bankruptcy if applicable;
 - (c) "**Court Document**" means a document in this proceeding which must be served for the purposes of this proceeding and/or is to be filed, or has been filed or issued in the Court, including:
 - (i) originating applications;
 - (ii) notices of application;
 - (iii) affidavits;
 - (iv) reports of a Court Officer;
 - (v) briefs of law;
 - (vi) books of authorities;
 - (vii) draft orders;
 - (viii) fiats; and
 - (ix) issued orders;
 - (d) "**Court Officer**" means the receiver, monitor or proposed trustee appointed by or reporting to the Court in this proceeding;
 - (e) "**Creditor List**" means the list of creditors to be compiled in accordance with the terms of the Implementation Order;

- (f) "**Email**" means electronic mail transmitted to a specified addressee or addressees;
- (g) "**Email Address List**" means the Word Format list provided for in paragraph 23 of this Protocol;
- (h) "**Hyperlink**" means an active link located within an Email message or on a website, by which means an interested person can click to be linked to a document or part of a document on the Case Website;
- (i) "**Implementation Order**" means the order of the Court to which this Protocol is scheduled, and by which this Protocol is implemented;
- (j) "**PDF Format**" means the Portable Document Format compatible with a number of programs, including Adobe Acrobat and Acrobat Reader;
- (k) "**Protocol**" means this Electronic Case Information and Service Protocol;
- (l) "**Request for Electronic Service**" or "**RES**" means a request in the form appended to this Protocol as Appendix 1;
- (m) "**Request for Facsimile Service**" or "**RFS**" means a request in the form appended to this Protocol as Appendix 2;
- (n) "**Request for Removal from Service List**" or "**RFR**" means a request in the form appended to this Protocol as Appendix 3;
- (o) "**Service List**" means the list to be created pursuant to paragraphs 16 to 19 of this Protocol;
- (p) "**Service List Keeper**" means the person(s) appointed to keep the Service List pursuant to paragraph 16 of this Protocol;
- (q) "**Supplementary Email Address List**" has the meaning given to it in paragraph 26(b) of this Protocol;
- (r) "**Supplementary Service List**" has the meaning given to it in paragraph 26(a) of this Protocol;
- (s) "**URL**" means a Uniform Resource Locator which acts as an address for a webpage or Hyperlink;
- (t) "**Web Host**" means that person or persons appointed by the Court Officer for the purposes of hosting and maintaining the Case Website and receiving and posting case information to the Case Website as provided for in the Implementation Order and in this Protocol; and
- (u) "**Word Format**" means a format compatible with Microsoft Word

CASE WEBSITE

3. The Case Website shall be established in accordance with the Implementation Order.

4. The Case Website shall be hosted by the Web Host.
5. The Case Website shall be designed to ensure easy public access thereto and to any documents posted thereon. The Case Website shall be specifically devoted to the posting, organization, storage and display of electronic versions of Court Documents and other related documents as provided for herein.
6. The Web Host shall post the following categories of documents, as served or to be served:
 - (a) originating applications;
 - (b) notices of application;
 - (c) affidavits, including exhibits, and other material filed by a moving or responding party with respect to an application;
 - (d) briefs and written arguments filed by any party with respect to an application;
 - (e) books of authorities (where the Web Host, in its discretion, determines that a book of authorities should be posted);
 - (f) reports filed by the Court Officer;
 - (g) orders, fiats, endorsements and judgments;
 - (h) the current version of the Service List and Email Address List;
 - (i) the name and Email address of each of the Service List Keeper(s) and the Web Host(s); and
 - (j) any document that requires dissemination to interested parties, such as summaries of claims processes, proof of claim forms, notices of creditor meetings, plan disclosure statements, plans of reorganization and voting letters, as requested by a party or the Court Officer.
7. Documents that have been sealed by Court order and documents in respect of which sealing orders have been or are being requested shall not be posted on the Case Website.
8. The Web Host may post other case-related information to the Case Website in its discretion. Nothing in this Protocol shall affect any requirements set out in any legislation or regulations with respect to the posting of documents to a website by the Court Officer.
9. To the extent practicable, the Web Host shall post links to foreign proceedings related to this proceeding on the Case Website.
10. If the Web Host is uncertain whether a document should be posted on the Case Website, the Web Host may seek directions from the Court.
11. Any party intending to bring an application in this proceeding shall, if reasonably practicable, provide an electronic copy of Court Documents to be served to the Web Host for posting on the Case Website prior to service to facilitate service by use of Hyperlink.

12. The Web Host shall use its best efforts to post documents provided to it by a party to these proceedings in PDF Format on the Case Website as soon as practicable.
13. The Web Host shall maintain the Case Website for a period of at least six months after the earlier of the completion of this proceeding or the discharge of the Court Officer.
14. The Web Host is entitled to charge for the time spent maintaining the Case Website at its usual hourly rates. No additional charges or fees may be claimed with respect to the establishment and maintenance of the Case Website.
15. The Web Host shall use its best efforts to maintain the Case Website in a current and complete state. In addition to any other protection that may be available to the Web Host by statute or court order the Web Host shall incur no liability or obligation in carrying out the provisions of this Protocol and, in particular, with respect to the creation and maintenance of the Case Website, except as a result of any gross negligence or wilful misconduct on the part of the Web Host.

SERVICE LIST

16. Prior to serving notice of the Implementation Order, the Court Officer shall designate and identify, in conjunction with service thereof, a person or persons who shall be responsible for keeping the Service List in this proceeding (the "**Service List Keeper**").
17. Following service of the Implementation Order, the Service List Keeper shall prepare the initial Service List for this proceeding, which shall include:
 - (a) counsel for the applicant in the proceeding;
 - (b) the Court Officer appointed in the matter and counsel for the Court Officer; and
 - (c) counsel for any party who appeared at the application giving rise to the Implementation Order.
18. Thereafter, the Service List Keeper shall add to the Service List in a timely manner:
 - (a) any person completing and delivering to the Service List Keeper a Request for Electronic Service (or RES) in the form contained in Appendix 1;
 - (b) any person (other than legal counsel, who are required to receive service by Email) completing and delivering to the Service List Keeper a Request for Facsimile Service (or RFS) in the form contained in Appendix 2, in which they certify that they do not have access to Email; and
 - (c) any other person as the Court may order.
19. The Service List shall list names, addresses, Email addresses, facsimile numbers (where permitted pursuant to this Protocol) and telephone numbers (if available) of the persons thereon.
20. Upon adding a person to the Service List, the Service List Keeper shall send an Email (or where permitted, facsimile) message to that person identifying themselves as the Service List Keeper and advising that:

- (a) the person has been placed upon the Service List,
 - (b) Court Documents will be validly served upon the person by Email (or where permitted, facsimile); and
 - (c) any person on the Service List may serve Court Documents on any other person on the Service List in accordance with this Protocol.
21. Any person on the Service List may request in writing that the Service List Keeper remove that person by delivering a Request for Removal from Service List (or RFR) in the form contained in Appendix 3. Upon receipt of any such request, the Service List Keeper shall comply with the request. Subject to order of the Court, upon removal, any such person will no longer be entitled to service of documents or notice of further proceedings.
22. Those persons who are interested in monitoring a proceeding but are not required to be served with Court Documents are not to be placed on the Service List. Such persons should monitor this proceeding by accessing the Case Website.
23. In addition to the Service List, the Service List Keeper shall create and maintain a document, capable of being copied in Word Format, which contains the up to date Email addresses of all persons on the Service List (the "**Email Address List**"). The purpose of the Email Address List is to allow persons on the Service List to copy and paste the Email addresses of the persons listed on the Service List into Emails for the purpose of serving Court Documents. This process is designed to avoid service of Court Documents using out of date or inaccurate Service Lists, and to discourage the undesirable practice of serving Court Documents by a "reply to all" on a previous Email.
24. The Service List Keeper shall, on a timely and periodic basis, provide an updated copy of the Service List and of the Email Address List to the Web Host for posting on the Case Website.
25. The Service List Keeper shall use its best efforts to maintain the Service List and Email Address List in a current and accurate state. In addition to any other protection that may be available to the Service List Keeper by reason of statute or court order, the Service List Keeper shall incur no liability in carrying out the provisions of this Protocol and, in particular, with respect to the creation or maintenance of the Service List and Email Address List, except for any gross negligence or wilful misconduct on its part.
26. During the course of this proceeding, certain applications may require service of Court Documents on respondents with an interest in that particular application only (for example, service on lien claimants with an interest only in a specific property which is the subject of a proposed sale approval and vesting order). In such circumstances:
- (a) the party bringing the application shall prepare a service list identifying only the respondents that the applicant is required to serve or otherwise wishes to serve (a "**Supplementary Service List**");
 - (b) the party bringing the application shall prepare an Email address list corresponding to the Supplementary Service List (a "**Supplementary Email Address List**");

- (c) the body of the original service Email shall note that the entire Service List has not been served;
- (d) the party bringing the application shall append the Supplementary Service List and Supplementary Email Address List to the original service Email; and
- (e) the affidavit of service with respect to that application shall include the Supplementary Service List.

SERVICE OF DOCUMENTS

- 27. Unless otherwise ordered by the Court, and except as provided herein, Email shall be the required mechanism to serve Court Documents on those persons referenced on the Service List.
- 28. All Court Documents shall be served by Email by way of a PDF Format file attached to, or by Hyperlink to such Court Document(s) embedded in, a service Email.
- 29. Any party wishing to serve a Court Document in this proceeding shall serve them upon the recipients listed in the current the Email Address List posted on the Case Website, as well as any recipients listed in the Service List entitled to service other than by e-mail pursuant to this Protocol. If possible, the serving party shall first make enquiries of the Service List Keeper to determine if the Service List Keeper is aware of any person who has filed a request to be added to the Service List or the Email Address List who has not yet been added.
- 30. Originating Applications, Notices of Application and any other document specified by court order shall be appended in PDF Format to the service Email.
- 31. All other documents shall, unless it is impracticable to do so by reason of time constraints or otherwise, be served by way of a Hyperlink embedded in the service Email, in accordance with the following:
 - (a) Any party filing material with the Court in these proceedings may request that the Web Host post documents (including Court Documents) to the Case Website. Any such document shall be provided in PDF Format. The Web Host shall post such documents as soon as practicable. The Web Host shall retain the discretion to refuse documents which do not appear to comply with the requirements of this Protocol. The Web Host shall inform the party providing documents immediately upon posting, and provide Hyperlink information for each such document.
 - (b) Where a party is serving more than one document by Email by way of Hyperlink, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served.
- 32. A service Email shall:
 - (a) clearly state in the subject line of the Email:
 - (i) notification that a Court Document is being served;
 - (ii) a recognizable short form name of this proceeding; and

- (iii) the nature of this proceeding or the order being served;
 - (b) identify the document(s) being served and:
 - (i) where the document(s) is/are attached, so indicate, with the identified documents attached in PDF Format with identifying filenames;
 - (ii) where the document(s) is/are being served by Hyperlink, so indicate and link the document(s) by Hyperlink to the Case Website. Where a party is serving more than one document in this manner, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served;
 - (c) identify the party serving the Court Document; and
 - (d) provide the date of the proceeding and any other specific information with respect to the proceeding such as, for example, a specific commencement time or court location if known, in substantial accordance with format set forth in Appendix 4.
33. Where service by facsimile is authorized:
- (a) the transmission shall contain a copy of the service Email and of any document attached thereto;
 - (b) the facsimile cover sheet shall contain the following notation:

You are being served by fax with court documents, pursuant to the Order of the Court of Queen’s Bench for Saskatchewan made <insert date> and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order at the Case Website, and this transmission and reference to that document constitutes service of that Order upon you.

Particulars of the documents to be served and other information related to the associated Court matter are contained in the message following.

Please note that documents referenced in the following message but which are not attached to this transmission may be viewed at the Case Website located at <insert a list of documents and the URL for each document>.
34. Upon serving documents not already posted on the Case Website, the serving party shall immediately send an electronic copy of each to the Web Host, with a request to post the documents.
35. If a serving party receives notification of an Email or facsimile transmission failure, they shall make reasonable efforts to ensure that successful transmission of the Court Document occurs or that the Court Documents and related information come to the attention of the intended recipient or his or her firm.
36. Even though a Court Document has been served in accordance with this Protocol, a person may show that the Court Document:
- (a) did not come to the person’s notice;

- (b) came to the person's notice later than when it was served or effectively served; or
 - (c) was incomplete or illegible.
37. Each party serving a Court Document in accordance with this Protocol shall prepare an affidavit of service containing the particulars of the service including the Service List served, the Email addresses to which Court Documents were sent and the time of the Emailing. A copy of the affidavit of service shall be filed with the Court.
38. Where, by the nature of the matter before the Court, it is appropriate to serve persons that are not on the Service List, any Court Document may be served as follows:
- (a) if the person is listed on the Creditor List, by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such person at their respective addresses as last shown on the Creditor List, in which case service shall be deemed to have been effected if sent by personal delivery, on the date of delivery; if sent by courier, facsimile or other electronic transmission, on the next business day following the date of forwarding thereof; or if sent by prepaid ordinary mail, on the seventh day after mailing;
 - (b) if the person is not listed on the Creditor List, by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such persons at their respective addresses as last shown on the records of the applicant or the Court Officer or as otherwise publicly available; and
 - (c) otherwise, by service effected in accordance with *The Court of Queen's Bench Rules*.

APPENDIX 1

REQUEST FOR ELECTRONIC SERVICE ("RES")

Please refer to important notes below.

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
In Bankruptcy and Insolvency	
In the Matter of the	
<input type="checkbox"/> CCAA <input type="checkbox"/> Receivership <input type="checkbox"/> BIA Proposal <input type="checkbox"/> Other _____	
of:	
XYZ Company Ltd (the "Debtor")	
< Insert URL for Case Website >	
Legal Counsel to Person listed below: (please provide firm name, lawyer's name, address and Email address) Please indicate your preference (by checking applicable box below): <input type="checkbox"/> Serve counsel only <input type="checkbox"/> Serve counsel & person listed below	Law Firm Name: _____ Lawyer Name: _____ Address: _____ _____ Email address: _____
Name of Person requesting Service:	Name: _____

(please provide full legal name, address, Email address and describe legal relationship to the Debtor)	Address: _____ Email address: _____
Date: (insert current date)	Date: _____

I acknowledge having read the Saskatchewan Court of Queen’s Bench Electronic Case Information and Service Protocol. I hereby request to be placed on the Service List. By so doing, I agree that the person(s) named above that each accepts service by electronic means in this matter and will be bound by that service:

 Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO *<insert name of Service List Keeper here>*
<Email address> 1 306-xxx-xxxx

IMPORTANT NOTES

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at *.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RES form, you hereby agree that that you and any other person referenced herein accepts service by facsimile transmission as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RES constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 2

REQUEST FOR FACSIMILE SERVICE ("RFS")

(only available to parties not having access to Email)

Please refer to important notes below.

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
In Bankruptcy and Insolvency	
In the Matter of the	
<input type="checkbox"/> CCAA <input type="checkbox"/> Receivership <input type="checkbox"/> BIA Proposal <input type="checkbox"/> Other _____	
of:	
XYZ Company Ltd (the "Debtor")	
< Insert URL for Case Website >	
Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Debtor)	Name: _____ Address: _____ _____ Facsimile number: _____
Date: (insert current date)	Date: _____

I acknowledge having read the Saskatchewan Court of Queen's Bench Electronic Case Information and Service Protocol. I hereby request to be placed on the Service List.

I hereby certify that I do not have access to Email, and that I require to be given notice of and to be served with documents by way of facsimile transmission.

By so doing, I agree that I accept service by facsimile in this matter and will be bound by that service:

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO *<insert name of Service List Keeper here>*: 306-xxx-xxxx

IMPORTANT NOTES:

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at *.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RFS form, you hereby agree that you accept service by facsimile transmission as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RFS constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 3

REQUEST FOR REMOVAL FROM SERVICE LIST ("RFR")

Please refer to important notes below.

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
In Bankruptcy and Insolvency	
In the Matter of the	
<input type="checkbox"/> CCAA <input type="checkbox"/> Receivership <input type="checkbox"/> BIA Proposal <input type="checkbox"/> Other _____	
of:	
XYZ Company Ltd (the "Debtor")	
< Insert URL for Case Website >	
Name of Person or Counsel requesting Removal from Service List: (please provide full legal name, address, Email address (or facsimile number))	Name: _____ Address: _____ _____ Email address: _____
Date: (insert current date)	Date: _____

I wish to opt out of all further notice of these proceedings, and hereby request to be removed from the Service List.

I understand and acknowledge that delivery of this request to any party to this proceeding relieves all parties to this proceeding from any requirement to provide further notice of any steps in these proceedings to me.

I hereby represent that I am the person named above or have authority to deliver this request on behalf of such person.

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO *<insert name of Service List Keeper here> <insert Email address of Service List Keeper here> 306-xxx-xxxx*

APPENDIX 4

FORMAT FOR SERVICE EMAILS

TO: <Email addresses of parties to be served>
FROM: <Email address of party serving documents>
SUBJECT: Service of Court Documents - QB No. * of * (<Name of Judicial Centre>) - <Nature of Proceeding or Order Being Served>
ATTACHMENTS: <Documents Attached to Email>

You are hereby served with the Court Documents referenced below by <Name of Counsel> of <Name of Firm>, legal counsel for <Name of Party Represented> <Email address for service of counsel serving>.

The following Court Documents for service are attached to this Email:

<u>Name of Document</u>	<u>Filename</u>
-------------------------	-----------------

<enumerated list of documents and filenames>

The following Court Documents for service are posted on the Case Website and can be accessed by way of the links embedded in the filenames below:

<u>Name of Document</u>

<enumerated list of documents with embedded Hyperlinks>

[If required] This matter will be heard on <day>, <date> at <time> before <Justice of the Court if known> at the courthouse at <City>, located at <address>.

This Email is effecting service of court documents pursuant to the Order of the Court of Queen's Bench made <insert date > and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order by clicking <here (with embedded link)>, and this Email constitutes service of that order upon you.

You are receiving this Email because you have filed a request for service of documents in this proceeding with <Name of Service List Keeper>. If you do not wish further notice of these proceedings (which includes service of all court documents) you may contact <Name of Service List Keeper> at <Email address with embedded link>, and ask to be removed.

**Appendix B – Email from Ms. Richard Regarding Business Closure, Dated
September 10, 2024**

Lewis, David

From: Bernice Richard <brichard@customagintel.com>
Sent: September 10, 2024 3:24 PM
To: Lewis, David
Subject: Re: [EXT] Re: Request for Permission to Allocate Auction Proceeds for Employee Severance Pay
Attachments: image.png; Contract 81481 Event 18355 Summary.pdf

Auction Company : McDougall Auction.

Item List and Payout expected: Attached- content of Culver to empty it out.

List and Amount: Attached from our account.

Company: Closed as your team has taken over.

Regards,

Bernice Richard

She/her
Chief Operating Officer

Tel.: +1 (306) 540 6238

Fax: +1 (306) 993 4676

Email: brichard@customagintel.com



**Custom Agricultural
Intelligence Inc.**
adding real value ...

Custom Agricultural Intelligence Inc.,
P. O. Box 119, Sedley, SK, S0G 4K0, Canada
www.customagintel.com



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If you are not the intended recipient of this email, copying or transmitting the contents of this email in any form to any other recipient other than our email stated above is strictly prohibited.

From: Lewis, David <dlewis@bdo.ca>
Date: Tuesday, September 10, 2024 at 3:05 PM
To: Bernice Richard <brichard@customagintel.com>
Subject: Re: [EXT] Re: Request for Permission to Allocate Auction Proceeds for Employee Severance Pay

Bernice,

Who is the auction company? Can you provide a copy of the auction agreement?

Can you provide a list of the materials?

Can you provide a list of the employees, amounts owed?

Are you able to provide what changes are currently occurring with the company?

David

Get [Outlook for iOS](#)

From: Bernice Richard <brichard@customagintel.com>
Sent: Tuesday, September 10, 2024 2:55:30 PM
To: Lewis, David <dlewis@bdo.ca>
Subject: [EXT] Re: Request for Permission to Allocate Auction Proceeds for Employee Severance Pay

You don't often get email from brichard@customagintel.com. [Learn why this is important](#)

Hello,
I am reaching out to seek your approval for a matter concerning the auction of scrap materials from the property. We would like to request permission for the auction company to directly allocate the proceeds from the sale of these materials toward the severance payments for the employees affected by the ongoing changes at the company.
This would help ensure that the funds are used in a timely and efficient manner to support those employees during this transition. Please let me know if you require any additional information or if there are any formal steps we need to take to proceed with this request. The auction company wants to get confirmation from your team to proceed.
Thank you for your understanding and support.

Regards,

Bernice Richard

She/her
Chief Operating Officer

Tel.: +1 (306) 540 6238

Fax: +1 (306) 993 4676

Email: brichard@customagintel.com



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The information contained in this communication is confidential and intended only for the use of those to whom it is addressed. If you have received this communication in error, please notify me by telephone (collect if necessary) and delete or destroy any copies of it. Thank you.

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Appendix C – McDougall Auctions Settlement Statement

Settlement Statement

**Contract LR81481, Custom Agricultural Intelligence Inc.
 Sale Proceeds
 August 12, 2024 Linked Event for C#81481 - Linked to Event R18250**

Sale Proceeds	85,560.00
Less Commissions	-22,001.25
Less Invoice 01725585	-462.00
Less GSA Canadian Imperial Bank of Commerce	0.00
Total Due: 63,096.75	

Cheque # dd	\$63,096.75
--------------------	--------------------

BILL OF SALE

Bill To:	Date:	July 11, 2024
Custom Agricultural Intelligence Inc. P.O. Box 119 Sedley, SK S0G 4K0 Ph: 306-530-2656 Account #: CustB2DACFE5	Invoice #:	01725585
	Bidder #:	
	Auction:	18355 Linked Event for C#81481 - Linked to Event R18250
	Location:	1801 Culver Ave, Sherwood

Description	Qty	Unit Price	PST	GST	Subtotal
Lot 145612 - 81481 * Contract Admin Fee	1	20.00	\$0.00	\$1.00	20.00
Lot 146282 - 81481 * Business Debtor Name Search	1	35.00	\$0.00	\$1.75	35.00
Lot 146283 - 81481 * Provincial Lien Search	11	35.00	\$0.00	\$19.25	385.00

Payment Method	Amount	Date	Subtotal:	
Deducted From Settlement	\$462.00	8/12/24		\$440.00
			GST (#82752 1071 RT001):	\$22.00
			PST:	\$0.00
Balance Remaining:	\$0.00		Total (CAD):	\$462.00

We are pleased to offer you, our customers, *ON LINE Payments* from the convenience of home or mobile device... Check it out!

Notes: 81481 * Fertilizer Manufacturing Equipment

All goods sold as is where is.

Property Damage Release for Loading and Unloading Service

The customer or agent of the customer acknowledges and understands that damages may occur during the loading and unloading service provided at our discretion by McDougall Auctioneers Ltd. By initialing this agreement the customer hereby releases McDougall Auctioneers Ltd. from any and all liability associated to the loading and/or unloading service.

Employee Witness _____ Customer _____
Please print name
Please print name

Contract LR81481, Custom Agricultural Intelligence Inc.

August 12, 2024 Linked Event for C#81481 - Linked to Event R18250

Lot	Description	Bid #	Sell Price	Qty	Subtotal
50	Shandong L920 Wheel Loader UNRESERVED - L9188807038	167	\$6,775.00	1	6,775.00
51	Hyster Fortis 50 Forklift UNRESERVED - NO S/N	335	\$5,225.00	1	5,225.00
55	2014 Gator Made 14' T/A Dump Trailer UNRESERVED - 4Z1DX142XGS026275	307	\$9,900.00	1	9,900.00
292	Blue Giant BGNR30-118FF Stacker UNRESERVED - 0039122	346	\$800.00	1	800.00
293	Industrial Dust Collector UNRESERVED -	298	\$2,400.00	1	2,400.00
294	Frost Fighter IHS 1500 Heater UNRESERVED -	322	\$525.00	1	525.00
1014	Hold-On Water Tank UNRESERVED -	375	\$665.00	1	665.00
1017	PARTS ONLY: Hopper Bin UNRESERVED -	360	\$60.00	1	60.00
1018	Assorted Conveyor Belt and Scrap Metals UNRESERVED -	224	\$125.00	1	125.00
1019	Assorted Conveyor Belts and Misc. UNRESERVED -	295	\$200.00	1	200.00
1020	Assorted Conveyor Belts and Misc. UNRESERVED -	373	\$300.00	1	300.00
1021	Roll of Conveyor Belt UNRESERVED -	315	\$1,510.00	1	1,510.00
1022	Conveyor Belt, Scrap Metal & Misc. UNRESERVED -	224	\$500.00	1	500.00
1023	Assorted PVC Pipe UNRESERVED -	323	\$60.00	1	60.00
1024	140" by 140" Hopper UNRESERVED -	166	\$180.00	1	180.00
1025	PARTS ONLY: Hopper Bin UNRESERVED -	370	\$5.00	1	5.00
1026	96' Enclosed Conveyor w/ Platform UNRESERVED -	298	\$260.00	1	260.00
1027	100' Enclosed Conveyor UNRESERVED -	370	\$215.00	1	215.00
1028	Conveyor Belt Part and Motor UNRESERVED -	122	\$10.00	1	10.00
1031	100' Enclosed Conveyor UNRESERVED -	298	\$260.00	1	260.00
1032	Grain Bin w/ Bin Scale UNRESERVED -	263	\$1,520.00	1	1,520.00
1034	Furnace UNRESERVED -	312	\$185.00	1	185.00
1035	Steel Hopper UNRESERVED -	346	\$160.00	1	160.00
1036	Assorted Steel Slotted Angle Legs UNRESERVED -	323	\$150.00	1	150.00
1037	Pallet of Assorted Motors UNRESERVED -	224	\$200.00	1	200.00
1038	Pallet of Assorted Conveyor Rollers and Parts UNRESERVED -	355	\$15.00	1	15.00
1039	Pallet of Backman Roman Stack Stone UNRESERVED -	211	\$160.00	1	160.00
1040	Pallet of Backman Roman Stack Stone UNRESERVED -	387	\$175.00	1	175.00
1041	Pallet of Backman Roman Stack Stone UNRESERVED -	374	\$150.00	1	150.00
1042	Pallet of Backman Roman Stack Stone UNRESERVED -	374	\$165.00	1	165.00
1044	LPT 420 Flexahopper Plastic Tank w/ Motor UNRESERVED -	306	\$210.00	1	210.00
1045	Motor w/ Gear Reducer and Stand UNRESERVED -	263	\$65.00	1	65.00
1046	Frame w/ Wheels UNRESERVED -	296	\$10.00	1	10.00
1047	Assorted Frames UNRESERVED -	199	\$60.00	1	60.00
1048	Assorted Frames UNRESERVED -	296	\$65.00	1	65.00
1049	Assorted Frames UNRESERVED -	224	\$5.00	1	5.00
1050	26.5' Conveyor Frame UNRESERVED -	171	\$65.00	1	65.00
1051	26.5' Conveyor Frame UNRESERVED -	344	\$20.00	1	20.00
1052	26.5' Conveyor Frame UNRESERVED -	171	\$55.00	1	55.00
1053	30' Conveyor Belt UNRESERVED -	171	\$205.00	1	205.00
1054	30' Conveyor Belt w/ Motor UNRESERVED -	362	\$255.00	1	255.00
1055	30' Conveyor Belt w/ Motor UNRESERVED -	390	\$1,500.00	1	1,500.00

Lot	Description	Bid #	Sell Price	Qty	Subtotal
1056	35' Conveyor Belt w/ Motor UNRESERVED -	296	\$300.00	1	300.00
1057	40' Conveyor Belt w/ Motor UNRESERVED -	292	\$500.00	1	500.00
1058	40' Conveyor Belt w/ Motor UNRESERVED -	388	\$1,805.00	1	1,805.00
1059	20' Conveyor Belt w/ Motor UNRESERVED -	373	\$215.00	1	215.00
1060	20' Conveyor Belt w/ Motor UNRESERVED -	390	\$605.00	1	605.00
1061	Elevated Conveyor Belt w/ Motor UNRESERVED -	388	\$310.00	1	310.00
1062	20' Conveyor Belt w/ Motor UNRESERVED -	371	\$260.00	1	260.00
1063	23' Conveyor w/ Motor UNRESERVED -	344	\$40.00	1	40.00
1401	Westeel 4,460L Diesel Tank UNRESERVED -	392	\$2,940.00	1	2,940.00
1402	Westeel 4,460L Gas Tank UNRESERVED -	407	\$2,835.00	1	2,835.00
1403	Set of (2) 6' Fork Extensions UNRESERVED -	202	\$115.00	1	115.00
1404	Assorted Steel Platform UNRESERVED -	407	\$285.00	1	285.00
1405	36" x 48" Forklift Aerial Platform Safety Cage UNRESERVED -	337	\$140.00	1	140.00
1406	Portable Loading Dock UNRESERVED -	352	\$2,500.00	1	2,500.00
1407	Aaladin Hot Water Pressure Washer UNRESERVED -	160	\$390.00	1	390.00
1408	Pallet of (2) Motors UNRESERVED -	122	\$180.00	1	180.00
1409	Pallet of Steel Drums UNRESERVED -	264	\$15.00	1	15.00
1410	Motors, Water Tank, Scrap Metal & Misc. UNRESERVED -	224	\$150.00	1	150.00
1411	Set of (2) Platform Stands w/ Stairs UNRESERVED -	184	\$305.00	1	305.00
1412	Assorted Steel Legs/Stands & Misc. UNRESERVED -	224	\$225.00	1	225.00
1414	Assorted Bulk Bags UNRESERVED -	379	\$100.00	1	100.00
1415	PARTS ONLY: Hopper Bin UNRESERVED -	360	\$70.00	1	70.00
1416	7' by 10' Hopper UNRESERVED -	362	\$155.00	1	155.00
3000	Contents of Room UNRESERVED -	261	\$120.00	1	120.00
3001	Assorted Furniture UNRESERVED -	367	\$120.00	1	120.00
3002	Chairs, Coffee Table and Sanitizer Stand UNRESERVED -	241	\$160.00	1	160.00
3003	Contents of Room UNRESERVED -	322	\$110.00	1	110.00
3004	Desk and Chairs UNRESERVED -	303	\$575.00	1	575.00
3005	3' x 3' Wall Painting UNRESERVED -	241	\$100.00	1	100.00
3006	30" x 45" Wall Decor UNRESERVED -	241	\$30.00	1	30.00
3007	30" x 45" Wall Decor UNRESERVED -	241	\$30.00	1	30.00
3008	40" x 60" Wall Decor UNRESERVED -	241	\$10.00	1	10.00
3009	Set of Matching Wall Decor UNRESERVED -	110	\$25.00	1	25.00
3010	Set of Matching Wall Decor UNRESERVED -	241	\$50.00	1	50.00
3011	Front Desk UNRESERVED -	142	\$85.00	1	85.00
3012	Shelves and Contents UNRESERVED -	100	\$70.00	1	70.00
3013	Desk and Chairs UNRESERVED -	264	\$800.00	1	800.00
4000	Set of (2) Wheelbarrows UNRESERVED -	245	\$25.00	1	25.00
4001	Minuteman Floor Sweeper UNRESERVED -	337	\$80.00	1	80.00
4002	Rubbermaid Wheelbarrow and Contents UNRESERVED -	159	\$20.00	1	20.00
4003	Wheelbarrow and Shovel UNRESERVED -	245	\$15.00	1	15.00
4004	Rubbermaid Wheelbarrow and Contents UNRESERVED -	159	\$20.00	1	20.00
4005	Plastic Cart w/ Contents UNRESERVED -	326	\$180.00	1	180.00
4006	Plastic Cart w/ Contents UNRESERVED -	144	\$205.00	1	205.00
4008	Metal Cart w/ Contents UNRESERVED -	381	\$30.00	1	30.00
4009	Ridgid Abrasive Saw UNRESERVED -	242	\$50.00	1	50.00
4010	Wooden Control Box UNRESERVED -	373	\$10.00	1	10.00
4011	Louisville 10' Ladder UNRESERVED -	279	\$250.00	1	250.00
4012	Featherlite 6' Ladder UNRESERVED -	236	\$65.00	1	65.00
4020	Brick Maker Machine UNRESERVED -	405	\$165.00	1	165.00
4021	Set of (2) Picnic Tables UNRESERVED -	264	\$165.00	1	165.00
4022	Pallet of Custom Agricultural Intelligence Product UNRESERVED -	400	\$20.00	1	20.00
4023	Assorted Control Boxes w/ Stands UNRESERVED -	159	\$130.00	1	130.00

9/10/24 3:15:55PM

Page 2 of 4

Mailing Address: 15 Great Plains Rd. Suite 301 Emerald Park, SK S4L 1C6
Head Office: 15 Great Plains Rd. Suite 301 Emerald Park, SK S4L 1C6
Emerald Park SK: 800 North Service Rd. Emerald Park, SK S4L 3G7
Saskatoon SK: 203 60th Street East Saskatoon, SK S7K 8C9

Brandon MB: 601 17th Street East Brandon, MB R0K 0W0
Headingley, MB: 5221 Portage Ave. Headingley, MB R4H 1E1
Edmonton, AB: 1209-8A Street Nisku, AB
Toronto, ON
Montreal, QC

Lot	Description	Bid #	Sell Price	Qty	Subtotal
4024	Box of Eye Wash Station and Crate of Electronic Ballasts UNRESERVED -	169	\$10.00	1	10.00
4025	Pallet and Black & Decker Drill Press UNRESERVED -	323	\$105.00	1	105.00
4026	Pallet of Brooms, Shovels and Misc. UNRESERVED -	323	\$45.00	1	45.00
4027	Pallet of Power Washer, Leaf Blower and Misc. UNRESERVED -	286	\$130.00	1	130.00
4028	Pallet of Assorted Bulk Bags UNRESERVED -	382	\$25.00	1	25.00
4029	Pallet of Camso UTV 4SI Tracks UNRESERVED -	402	\$4,060.00	1	4,060.00
4030	Assorted Control Boxes w/ Stands UNRESERVED -	390	\$140.00	1	140.00
4032	Pallet of Heater, Motor and Misc. UNRESERVED -	360	\$25.00	1	25.00
4033	Metal Table and Contents UNRESERVED -	286	\$110.00	1	110.00
4034	Ryobi Brushless Push Lawn Mower UNRESERVED -	369	\$125.00	1	125.00
4035	Pallet of Assorted Heaters UNRESERVED -	373	\$50.00	1	50.00
4036	Pallet of (4) 275/60R20 Tires UNRESERVED -	286	\$55.00	1	55.00
4038	Pallet of (4) 285/45R22 Winter Tires UNRESERVED -	319	\$70.00	1	70.00
4039	Pallet of (4) 285/45R22 Winter Tires UNRESERVED -	354	\$150.00	1	150.00
4041	Powerfist Pallet Jack UNRESERVED -	214	\$85.00	1	85.00
4042	Hydraulic Arm Assembly UNRESERVED -	340	\$80.00	1	80.00
4043	Pallet of Tank De-Icer and Cable Armour UNRESERVED -	224	\$40.00	1	40.00
4044	Pallet of (4) 265/70R17 Tires UNRESERVED -	223	\$125.00	1	125.00
4046	Roll of Cable Armour and Misc. UNRESERVED -	234	\$15.00	1	15.00
4047	Control Box Cabinet w/ Stand UNRESERVED -	323	\$60.00	1	60.00
4048	Control Box Cabinet w/ Stand UNRESERVED -	323	\$65.00	1	65.00
4051	Portable Floor Fan UNRESERVED -	351	\$45.00	1	45.00
4052	Yifeng Electric Wheelbarrow and Contents UNRESERVED -	306	\$210.00	1	210.00
4053	Yifeng Electric Wheelbarrow and Contents UNRESERVED -	276	\$250.00	1	250.00
4054	DeWalt 255PSI Air Compressor UNRESERVED -	376	\$245.00	1	245.00
4055	Husky 20-Gallon 175PSI Air Compressor UNRESERVED -	328	\$90.00	1	90.00
4058	Ryobi 21" Snow Blower UNRESERVED -	169	\$165.00	1	165.00
4059	Roll of Rubber Hose UNRESERVED -	199	\$45.00	1	45.00
4060	Metal Bin UNRESERVED -	323	\$50.00	1	50.00
4061	Pipe Benders, Pipes and Misc. UNRESERVED -	330	\$220.00	1	220.00
4062	Milwaukee Bandsaw, Crimper and Misc. UNRESERVED -	399	\$1,050.00	1	1,050.00
4063	Set of (2) Greenlee Screw-Type Reel Stand UNRESERVED -	330	\$510.00	1	510.00
4064	Harnesses and Hose UNRESERVED -	152	\$5.00	1	5.00
4065	Set of (4) Lockers UNRESERVED -	322	\$35.00	1	35.00
4066	Set of (4) Lockers UNRESERVED -	297	\$30.00	1	30.00
4067	Set of (4) Lockers UNRESERVED -	322	\$35.00	1	35.00
4069	Cabinet Shelf and Contents UNRESERVED -	260	\$720.00	1	720.00
4070	Contents of Bench and Floor UNRESERVED -	220	\$105.00	1	105.00
4072	Contents of Shelf UNRESERVED -	153	\$35.00	1	35.00
4073	Contents of Shelf UNRESERVED -	318	\$70.00	1	70.00
4074	Contents of Shelf UNRESERVED -	318	\$50.00	1	50.00
4075	Contents Under The Shelf UNRESERVED -	224	\$325.00	1	325.00
4076	HPS Sentinel Transformer Box UNRESERVED -	159	\$75.00	1	75.00
4077	Freestanding Box Panel w/ Contents UNRESERVED -	380	\$205.00	1	205.00
4078	Contents Under Bench and (1) Bench UNRESERVED -	323	\$75.00	1	75.00
4079	Contents of Bench and (1) Bench UNRESERVED -	377	\$5.00	1	5.00
4080	Ridgid Wet/Dry 6.5 HP Vacuum UNRESERVED -	234	\$5.00	1	5.00
4081	Ridgid 5HP Shop Vacuum UNRESERVED -	234	\$5.00	1	5.00
4082	Pallet of (4) 265/70R17 Tires UNRESERVED -	277	\$390.00	1	390.00
4083	Bundle of Rebar UNRESERVED -	159	\$500.00	1	500.00
4084	Bundle of Rebar UNRESERVED -	159	\$1,715.00	1	1,715.00
4085	Bundle of Rebar UNRESERVED -	159	\$905.00	1	905.00

9/10/24 3:15:55PM

Page 3 of 4

Mailing Address: 15 Great Plains Rd. Suite 301 Emerald Park, SK S4L 1C6
Head Office: 15 Great Plains Rd. Suite 301 Emerald Park, SK S4L 1C6
Emerald Park SK: 800 North Service Rd. Emerald Park, SK S4L 3G7
Saskatoon SK: 203 60th Street East Saskatoon, SK S7K 8C9

Brandon MB: 601 17th Street East Brandon, MB R0K 0W0
Headingley, MB: 5221 Portage Ave. Headingley, MB R4H 1E1
Edmonton, AB: 1209-8A Street Nisku, AB
Toronto, ON
Montreal, QC

Lot	Description	Bid #	Sell Price	Qty	Subtotal
4086	Set of (5) Roll of Geotextile Fabric UNRESERVED -	406	\$1,300.00	1	1,300.00
4087	Set of (5) Roll of Geotextile Fabric UNRESERVED -	392	\$1,215.00	1	1,215.00
4088	Set of (5) Roll of Geotextile Fabric UNRESERVED -	392	\$1,150.00	1	1,150.00
4089	Set of (5) Roll of Geotextile Fabric UNRESERVED -	392	\$1,215.00	1	1,215.00
4090	Set of (5) Roll of Geotextile Fabric UNRESERVED -	406	\$1,220.00	1	1,220.00
4091	Set of (5) Roll of Geotextile Fabric UNRESERVED -	406	\$1,275.00	1	1,275.00
4092	Set of (5) Roll of Geotextile Fabric UNRESERVED -	188	\$1,265.00	1	1,265.00
4093	Set of (5) Roll of Geotextile Fabric UNRESERVED -	392	\$1,220.00	1	1,220.00
4094	Set of (5) Roll of Geotextile Fabric UNRESERVED -	346	\$1,230.00	1	1,230.00
4095	Set of (5) Roll of Geotextile Fabric UNRESERVED -	392	\$1,220.00	1	1,220.00
4096	Set of (5) Roll of Geotextile Fabric UNRESERVED -	144	\$1,045.00	1	1,045.00
4097	Set of (5) Roll of Geotextile Fabric UNRESERVED -	392	\$1,220.00	1	1,220.00
4098	Set of (5) Roll of Geotextile Fabric UNRESERVED -	245	\$1,105.00	1	1,105.00
4099	Set of (5) Roll of Geotextile Fabric UNRESERVED -	245	\$1,100.00	1	1,100.00
4100	Set of (5) Roll of Geotextile Fabric UNRESERVED -	245	\$1,305.00	1	1,305.00
4101	Rolls of Insulation UNRESERVED -	281	\$210.00	1	210.00
					85560.00

9/10/24 3:15:55PM

Page 4 of 4

Mailing Address: 15 Great Plains Rd. Suite 301 Emerald Park, SK S4L 1C6
Head Office: 15 Great Plains Rd. Suite 301 Emerald Park, SK S4L 1C6
Emerald Park SK: 800 North Service Rd. Emerald Park, SK S4L 3G7
Saskatoon SK: 203 60th Street East Saskatoon, SK S7K 8C9

Brandon MB: 601 17th Street East Brandon, MB R0K 0W0
Headingley, MB: 5221 Portage Ave. Headingley, MB R4H 1E1
Edmonton, AB: 1209-8A Street Nisku, AB
Toronto, ON
Montreal, QC

Appendix D – Interim Receiver’s Emails to Legal Counsel Requesting Information for the Debtors

Pintaric, Daniel

From: Lewis, David
Sent: September 16, 2024 11:15 AM
To: Pintaric, Daniel
Subject: Fwd: Second request - Custom Ag. et al.
Attachments: Request for information - Bermman Haven Incorporate - September 5, 2024.docx; Request for information - Bermman Micronutrient Incorporated - September 5, 2024.docx; Request for information - Green Chem - September 5, 2024.docx; Request for information - Custom Ag - September 5, 2024.docx; PLDG - Interim Receivership Order - ISSUED.pdf

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From: Lewis, David
Sent: Monday, September 9, 2024 12:23:15 PM
To: jwatson@cuelenaere.com <jwatson@cuelenaere.com>
Cc: Frith, Craig <cfrith@mcdougallgauley.com>; Golding, Corbin <cgolding@mcdougallgauley.com>; Janine Lavoie-Harding <j.lavoie-harding@mckercher.ca>; Parikh, Manan <Manan.Parikh@cibc.com>
Subject: Second request - Custom Ag. et al.

BDO Canada Limited has been appointed as Interim Receiver (“IR”) for Custom Ag. et al. Attached is a copy of the filed order.

Attached are the requests for information for the various entities of your clients to provide to the IR. We will be traveling to Regina on September 16, 2024, and touring the 1801 Culver Avenue property at 3pm with the realtor. We will also visit the empty lots.

Can you please provide contact information for your clients? We will include you in all correspondence to them.

We have obtained the listing agreements from the realtors. Are you able to provide us with any recent appraisal on the properties or the property taxes? Thank you.

Regards,

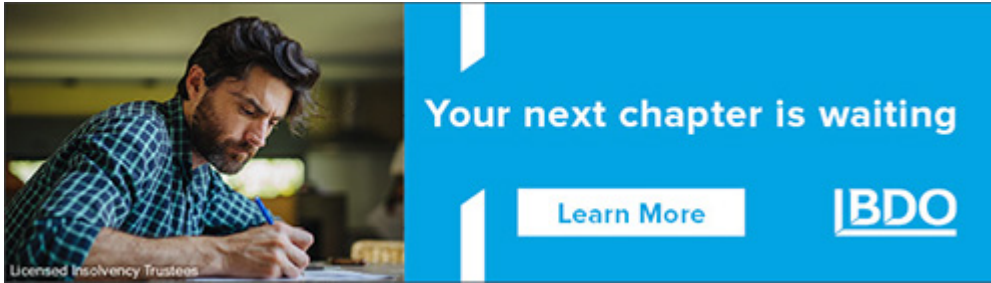
David Lewis, CPA, CIRP, Licensed Insolvency Trustee
Partner/Senior Vice President, Business Restructuring and Turnaround Services
Financial Advisory Services
BDO Canada Limited

dlewis@bdo.ca
900, 10130 103 Street NW
Edmonton, Alberta T5J 3N9
Canada
Tel: 780-441-2155
Fax: 780-424-3222

A referral is the biggest compliment someone can give and it will never be taken lightly. Please feel free to forward my contact information to anyone you know that may benefit from a free consultation. At BDO we know it is always important to seek financial advice early and we are here to help.

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From: Lewis, David
Sent: Thursday, September 5, 2024 2:36 PM
To: jwatson@cuelenaere.com
Cc: Frith, Craig <cfrith@mcdougallgauley.com>; Golding, Corbin <cgolding@mcdougallgauley.com>
Subject: Custom Ag. et al.

Jay,

BDO Canada Limited has been appointed as Interim Receiver (“IR”) for Custom Ag. Et al.

Attached are the requests for information for the various entities of your clients to provide to the IR. We would like to attend onsite either September 12 and 13 or 16 and 17. I don’t have a preference on the dates but would like as much information as possible. As such, it maybe advisable that we attend the 16th and 17th.

Can you please provide contact information for your clients? We will include you in the correspondence to them.

Also, we would request copies of the listing agreements and contact information for the realtors of the properties? Thank you.

Regards,

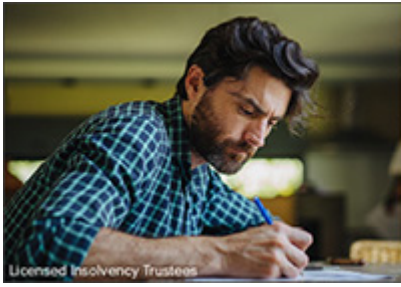
David Lewis, CPA, CIRP, Licensed Insolvency Trustee
Partner/Senior Vice President, Business Restructuring and Turnaround Services
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Bermman Haven Incorporated
Request for Information
September 5, 2024

Name of Document	Date requested	Date received
Internal Balance Sheet as of August 31, 2024		
Internal Income Statement as of August 31, 2024		
Most recent bank statements, with reconciliation(s)		
2021, 2022, 2023 year-end financial statements		
Accounts receivable listing, preferably in excel as of August 31, 2024		
Inventory listing as of August 31, 2024		
Capital asset listing		
Copy of agreement regarding “Advances from a related party”, if any		
Confirmation of CEBA loan, if any		
Accounts payable, preferably in excel as of August 31, 2024		
Tax information <ul style="list-style-type: none"> • Most recent GST assessment • Most recent Source deduction assessment • Most recent Corporate tax assessment • Payroll information for December 31, 2022 and December 31, 2023 and Payroll information from Jan 1, 2022 to August 31, 2024 		
Employees information <ul style="list-style-type: none"> • # of employees • Amount of wages or vacation pay owing 		
Copy of the Company’s 2024 cash flow forecast, if any		
Copy of your bank agreement with CIBC		

Bermman Micronutrient Incorporated
 Request for Information
 September 5, 2024

Name of Document	Date requested	Date received
Internal Balance Sheet as of August 31, 2024		
Internal Income Statement as of August 31, 2024		
Most recent bank statements, with reconciliation(s)		
2021, 2022, 2023 year-end financial statements		
Accounts receivable listing, preferably in excel as of August 31, 2024		
Inventory listing as of August 31, 2024		
Capital asset listing		
Copy of agreement regarding “Advances from a related party”, if any		
Confirmation of CEBA loan, if any		
Accounts payable, preferably in excel as of August 31, 2024		
Tax information <ul style="list-style-type: none"> • Most recent GST assessment • Most recent Source deduction assessment • Most recent Corporate tax assessment • Payroll information for December 31, 2022 and December 31, 2023 and Payroll information from Jan 1, 2022 to August 31, 2024 		
Employees information <ul style="list-style-type: none"> • # of employees • Amount of wages or vacation pay owing 		
Copy of the Company’s 2024 cash flow forecast, if any		
Copy of your bank agreement with CIBC		

Green Chem Consultants Inc.
 Request for Information
 September 5, 2024

Name of Document	Date requested	Date received
Internal Balance Sheet as of August 31, 2024		
Internal Income Statement as of August 31, 2024		
Most recent bank statements, with reconciliation(s)		
2021, 2022, 2023 year-end financial statements		
Accounts receivable listing, preferably in excel as of August 31, 2024		
Inventory listing as of August 31, 2024		
Capital asset listing		
Copy of agreement regarding “Advances from a related party”, if any		
Confirmation of CEBA loan, if any		
Accounts payable, preferably in excel as of August 31, 2024		
Tax information <ul style="list-style-type: none"> • Most recent GST assessment • Most recent Source deduction assessment • Most recent Corporate tax assessment • Payroll information for December 31, 2022 and December 31, 2023 and Payroll information from Jan 1, 2022 to August 31, 2024 		
Employees information <ul style="list-style-type: none"> • # of employees • Amount of wages or vacation pay owing 		
Copy of the Company’s 2024 cash flow forecast, if any		
Copy of your bank agreement with CIBC		

Custom Agricultural Intelligence Incorporated
 Request for Information
 September 5, 2024

Name of Document	Date requested	Date received
Internal Balance Sheet as of August 31, 2024		
Internal Income Statement as of August 31, 2024		
Most recent bank statements, with reconciliation(s)		
2021, 2022, 2023 year-end financial statements		
Accounts receivable listing, preferably in excel as of August 31, 2024		
Inventory listing as of August 31, 2024		
Capital asset listing		
Copy of agreement regarding “Advances from a related party”, if any		
Confirmation of CEBA loan, if any		
Accounts payable, preferably in excel as of August 31, 2024		
Tax information <ul style="list-style-type: none"> • Most recent GST assessment • Most recent Source deduction assessment • Most recent Corporate tax assessment • Payroll information for December 31, 2022 and December 31, 2023 and Payroll information from Jan 1, 2022 to August 31, 2024 		
Employees information <ul style="list-style-type: none"> • # of employees • Amount of wages or vacation pay owing 		
Copy of the Company’s 2024 cash flow forecast, if any		
Copy of your bank agreement with CIBC		

Appendix E – Interim Receiver’s Email to Ms. Richard Requesting Information for the Debtors

Pintaric, Daniel

From: Lewis, David
Sent: September 16, 2024 11:16 AM
To: Pintaric, Daniel
Subject: Fwd: Custom Ag et al. - Information request from the Interim Receivership Order
Attachments: Request for information - Bermman Haven Incorporate - September 5, 2024.docx; Request for information - Bermman Micronutrient Incorporated - September 5, 2024.docx; Request for information - Green Chem - September 5, 2024.docx; Request for information - Custom Ag - September 5, 2024.docx; PLDG - Interim Receivership Order - ISSUED.pdf

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From: Lewis, David
Sent: Tuesday, September 10, 2024 10:20:09 AM
To: brichard@customagintel.com <brichard@customagintel.com>
Cc: Frith, Craig <cfrith@mcdougallgauley.com>; Pintaric, Daniel <dpintaric@bdo.ca>; jwatson@cuelenaere.com <jwatson@cuelenaere.com>; Golding, Corbin <cgolding@mcdougallgauley.com>
Subject: Custom Ag et al. - Information request from the Interim Receivership Order

Bernice,

BDO Canada Limited has been appointed as Interim Receiver (“IR”) for Custom Ag. et al. Attached is a copy of the filed order.

Attached are the requests for information for the various entities. We will be traveling to Regina on September 16, 2024, and touring the 1801 Culver Avenue property at 3pm with the realtor. We will also visit the empty lots and 2190 Industrial Dr.

We have obtained the listing agreements from the realtors. Are you able to provide us with any recent appraisal on the properties or the property taxes? Thank you.

Regards,

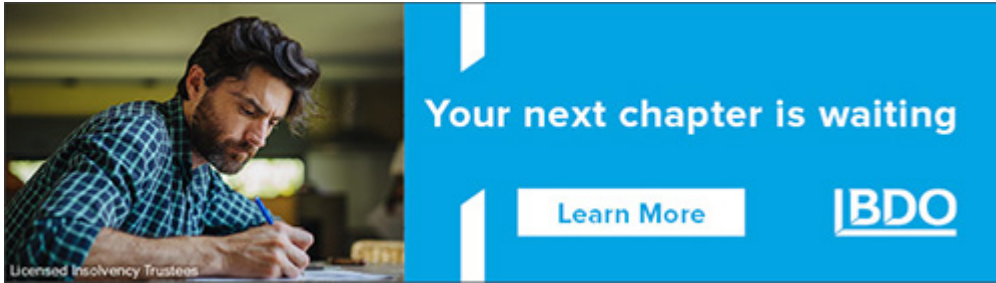
David Lewis, CPA, CIRP, Licensed Insolvency Trustee
Partner/Senior Vice President, Business Restructuring and Turnaround Services
Financial Advisory Services
BDO Canada Limited

dlewis@bdo.ca
900, 10130 103 Street NW
Edmonton, Alberta T5J 3N9
Canada
Tel: 780-441-2155
Fax: 780-424-3222

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