

**Form 6-5**  
(Subrule 6-5(1))

**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 RECEIVERSHIP OF CUSTOM  
AGRICULTURE INTELLIGENCE INCORPORATED, GREEN CHEM  
CONSULTANTS INC., BERMMAN MICRONUTRIENTS INCORPORATED  
AND BERMMAN HAVEN INCORPORATED**

**NOTICE OF APPLICATION**  
**(Sale Approval, Vesting, and Other Relief)**

**NOTICE TO THE MEMBERS OF THE SERVICE LIST**

This application is made against you. You are a respondent. You have the right to state your side of this matter before the Court.

To do so, you must be in Court when the application is heard as shown below:

**Where:** Court of King's Bench for Saskatchewan  
Judicial Centre of Saskatoon  
520 Spadina Crescent East  
Saskatoon, SK S7K 3G7

**Date:** March 6, 2025

**Time:** 10:00 a.m.

*(Read the notice at the end of this document to see what else you can do and when you must do it.)*

**Remedy claimed or sought:**

1. The applicant, BDO Canada Limited (the "**Receiver**"), in its capacity as the court-appointed receiver of all the assets, undertakings, and properties of Custom Agriculture Intelligence Incorporated, Green Chem Consultants Inc., Bermman Micronutrients Incorporated, and Bermman Haven Incorporated (the latter of which is referred to hereafter as the "**Debtor**"), seeks two orders on this application.
  
2. The first order sought is a Sale Approval and Vesting Order (the "**SAVO**"):
  - (a) deeming service of the Receiver's notice of application and supporting materials (collectively, the "**Application Materials**") to be good, timely, and sufficient;
  
  - (b) approving the sale transaction (the "**Transaction**") contemplated by the offer to purchase dated January 23, 2025 (as amended by the amendments to offer to purchase dated January 23, 2025 and February 11, 2025) (collectively, the "**Sale Agreement**") between the Receiver, as vendor, and Eric's Autobody (2016) Inc. (the "**Purchaser**"), as purchaser, a copy of which is appended to the Second Report of the Receiver dated February 28, 2025 (the "**Second Report**"), for the sale of the Debtor's right, title, and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");
  
  - (c) declaring the Transaction to be commercially reasonable and in the best interests of the Debtor and its creditors and other stakeholders;
  
  - (d) authorizing and directing the Receiver to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Purchased Assets to the Purchaser, subject to such amendments as the Receiver and the Purchaser may agree upon;
  
  - (e) declaring that:
    - (i) upon delivery of the Receiver's Certificate (as defined in the SAVO), all of the Debtor's right, title, and interest in and to the Purchased

Assets described in the Sale Agreement shall, save and except for the Permitted Encumbrances (as defined in the SAVO), vest absolutely in the name of the Purchaser free and clear of and from any and all security interests, liens, judgments, enforcement charges, levies, charges, or other financial or monetary claims, and all rights of others;

- (ii) the Net Sale Proceeds (as defined in the SAVO) shall stand in place and stead of the Purchased Assets; and
  - (iii) from and after the delivery of the Receiver's Certificate to the Purchaser, all Encumbrances (as defined in the SAVO) and all rights of others shall attach to the Net Sale Proceeds with the same priority as they had with respect to the Purchased Assets immediately prior to the sale;
- (f) granting such further and other relief as counsel may request and this Honourable Court may allow.

3. The second order sought is an Order (Sealing and Other Relief) (the "**Sealing Order**"):

- (a) sealing the Confidential Supplement to the Second Report (the "**Second Confidential Supplement**") until the filing of the Receiver's Certificate (as defined in the SAVO) indicating that the Transaction has closed or further order of the Court;
- (b) approving the Second Report, and the actions and activities of the Receiver described therein; and
- (c) granting such further and other relief as counsel may request and this Honourable Court may allow.

**Grounds for making this application:**

**A. The SAVO**

4. Paragraph 3(j) of the Amended and Restated Consent Receivership Order of the Honourable Justice Rothery dated October 4, 2024 (the "**Receivership Order**") empowers and authorizes the Receiver "*to market any or all the Property, including advertising and*

*soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate."*

5. In exercising this power, the Receiver solicited listing proposals from six realtors in respect of the Purchased Assets. Of the three proposals received in response, the Receiver determined that CIR Commercial Realty Inc.'s ("**Colliers**") proposal had the best chances of maximizing the realizations for the estate; accordingly, the Receiver entered into a listing agreement with Colliers on November 14, 2024 (the "**Colliers Listing Agreement**").

6. Colliers broadly marketed the Purchased Assets, resulting in two offers that the Receiver, in consultation with the primary secured creditor, Canadian Imperial Bank of Commerce ("**CIBC**"), was prepared to accept.

7. The first offer was withdrawn as a result of the prospective purchaser being unable to satisfy its conditions. The second offer resulted in the Sale Agreement now brought forward for approval by the Court.

8. The Receiver is recommending that the Sale Agreement and Transaction be approved for the reasons discussed in the Second Confidential Supplement, as well as the following:

- (a) the Purchased Assets were listed for a reasonable period of time, in the Receiver's view;
- (b) CIBC supports the approval of the Sale Agreement and Transaction;
- (c) the purchase price is fair and reasonable in the circumstances, considering the appraised value of the Purchased Assets;
- (d) the Receiver is of the view that further marketing of the Purchased Assets is unlikely to result in a superior offer; and
- (e) the closing of the Transaction will eliminate ongoing holding costs for the Purchased Assets.

**B. The Sealing Order**

**(i) Sealing**

9. Commercially sensitive information (e.g., the appraised value of the Purchased Assets) has been redacted from the copies of the appraisal and Sale Agreement that are appended to the Second Report.

10. The sealing of the Second Confidential Supplement is being sought so as to avoid prejudicing future efforts to sell the Purchased Assets if, for example, the Court does not approve the Sale Agreement and Transaction or the Transaction does not close after approval is granted.

11. The case law recognizes that these commercial interests are important public interests that are worthy of protection. The sealing order being sought is necessary to avoid the risks to these interests described in the preceding paragraph. Redacted copies of the documents in question are appended to the Second Report, which is public, and the unredacted versions are attached to the Second Confidential Supplement. There are no reasonable alternative measures by which the Receiver can introduce this information into evidence while also maintaining the confidentiality of the commercially sensitive information. Accordingly, as a matter of proportionality, the benefits of the sealing order outweigh its negative effects.

**(ii) Approval of the Second Report and Actions**

12. The Receiver's activities since the First Report are detailed in the Second Report and include not only retaining Colliers and negotiating the sale of the Purchased Assets, but also:

- (a) continuing to work with the respondents' bookkeeper to update their books and records;
- (b) corresponding with the respondents' former employees to complete their *Wage Earner Protection Program* filings;
- (c) working with one of the respondent's legal counsel on a tax appeal;
- (d) engaging Basin Environmental & Engineering to conduct environmental assessments for two of the respondents' real properties and complete the recommended remediation work;
- (e) renewing the respondents' insurance coverage and completing and filing their 2024 tax returns; and
- (f) preparing the Second Report.

13. On the evidence before the Court, the Receiver has carried out its mandate honestly, in good faith, and in compliance with the Receivership Order and the duties imposed upon the Receiver by section 247 of the *BIA, The King's Bench Act*, SS 2023, c 28 (the "**KB Act**"), and the common law.

**Material or evidence to be relied on:**

14. In making this application, the Receiver relies on:
- (a) the pleadings and proceedings had and taken herein;
  - (b) the Second Report and the Second Confidential Supplement;
  - (c) proposed forms of the SAVO and Sealing Order;
  - (d) the Receiver's brief of law, to be served and filed in accordance with Rule 6-15(b) of *The King's Bench Rules*;
  - (e) the affidavit of service of Shelby Braun;
  - (f) proof of compliance with General Application Practice Directive #3; and
  - (g) such further and other materials as counsel may advise and this Honourable Court may allow.

**Applicable Rules:**

15. The Receiver relies on Rule 6-9 and 13-7 in making this application.

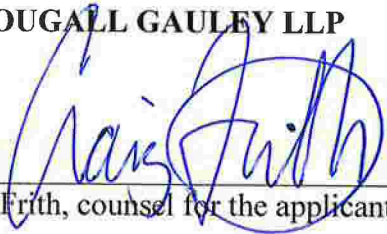
**Applicable Acts and Regulations:**

16. The Receiver relies on sections 243(1)(c) and 247 of the *BIA* and section 3-4 of the *KB Act* in making this application.

DATED at Saskatoon, Saskatchewan, this 3<sup>rd</sup> day of March, 2025.

**McDOUGALL GAULEY LLP**

Per:

  
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Craig Frith, counsel for the applicant, BDO Canada Limited

**NOTICE**

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

**CONTACT INFORMATION AND ADDRESS FOR SERVICE**

|                            |  |
|----------------------------|--|
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| Lawyers in charge of file: | Craig Frith / Corbin Golding   |
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