

COURT FILE NUMBER KBG-SA-01031-2024

COURT THE 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, GREEN CHEM
CONSULTANTS INC., BERMMAN
MICRONUTRIENTS INCORPORATED AND
BERMMAN HAVEN INCORPORATED

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

NOVEMBER 1, 2024

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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INTRODUCTION

1. On September 5, 2024 (the “**Date of Appointment**”), BDO Canada Limited (“**BDO**”) was appointed as Interim Receiver (the “**IR**”), without security, of the assets, undertakings, and properties (the “**Property**”) of Custom Agriculture Intelligence Incorporated (“**CAII**”), Green Chem Consultants Inc. (“**GCCI**”), Bermman Micronutrient Incorporated (“**BMI**”) and Bermman Haven Incorporated (“**BHI**”, and collectively with CAII, GCCI, and BMI, the “**Debtors**” or the “**Companies**”) pursuant to an Order (the “**IR Order**”) of the Court of King’s Bench for Saskatchewan (the “**Court**”).
2. 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.
3. On September 16, 2024, the IR issued its First Report to Court, reporting on the IR’s activities since the Date of Appointment, the status of various aspects of the proceedings, and the IR’s summary of the ongoing operations of the Debtors.
4. On September 19, 2024 (the “**Date of Receivership**”), on application by the Canadian Imperial Bank of Commerce (“**CIBC**”), the Court granted an Order (the “**Receivership Order**”) appointing BDO as receiver (the “**Receiver**”) of:
 - (a) real property owned by CAII located at 1801 Culver Avenue, Regina, Saskatchewan (the “**Culver Property**”), which is legally described as Lot 9, Block L Plan 102113198; and,
 - (b) real property owned by BHI located at 2190 Industrial Drive, RM of Sherwood, SK (the “**Industrial Drive Property**”), which is legally described Lot 3, Block S, Plan 79R05960.
5. The Receivership Order was amended and restated on October 4, 2024 (the “**Amended and Restated Consent Receivership Order**”), to appoint BDO as receiver over all of the Property, including the property legally described as Block/Parcel A and Plan 102162765 (the “**Sedley Property**”) owned by BHI, for the limited purpose of reviewing inventory located on the land and dealing with any and all personal property contained on the land. For greater certainty, the Receiver was not appointed over the Sedley Property. Concurrent

with granting the Amended and Restated Consent Receivership Order, the Court granted an order discharging BDO as IR. The Receivership Order and the Amended and Restated Consent Receivership Order are attached hereto as **Appendix A** and **Appendix B**, respectively.

6. This report constitutes the first report of the Receiver (the “**First Report**”), and is being filed to inform this Honourable Court as to the following:
 - (a) the actions and activities of the Receiver since the Date of Receivership;
 - (b) the status of the Companies’ books and records and the Receiver’s actions in relation thereto;
 - (c) the status of the Companies' employee claims pursuant to the Wage Earner Protection Program (“**WEPP**”) and the Receiver’s actions in relation to the WEPP filing;
 - (d) the status of CAII’s claims for Scientific Research and Experimental Development (“**SRED**”) tax incentives;
 - (e) the status of CAII’s ongoing litigation matters;
 - (f) the status of the four (4) separate receivership estates filed with the Office of the Superintendent of Bankruptcy (the “**OSB**”), and the Receiver’s recommendations in respect of same; and,
 - (g) the Receiver’s solicitation process for auction proposals (the “**Asset Sale Invitation**”) in respect of the remaining raw materials and finished goods inventories, and the residual personal property of the Companies (e.g., office furniture, equipment, etc.) (collectively, the “**Auction Assets**”), and specifically excluding any land or buildings of the Debtors.

7. Furthermore, this First Report, along with the Confidential Supplement to the First Report dated November 1, 2024 (the “**First Confidential Supplement**”), is being filed in support of the Receiver’s application to this Honourable Court on November 7, 2024, seeking an Order:

- (a) approving this First Report and the reported actions and activities of the Receiver described herein in respect of administering the receivership proceedings;
 - (b) authorizing the Receiver to administer the four (4) receivership estates under a single court file number;
 - (c) approving the Receiver's recommendation that it enter into an auction agreement with McDougall Auctioneers ("**McDougall**") pursuant to a net minimum guarantee ("**NMG**") proposal received from McDougall (the "**McDougall NMG**") in response to the Receiver's Asset Sale Invitation;
 - (d) providing for the vesting of the Auction Assets to the end purchaser after McDougall completes the auction sales, or as otherwise deemed appropriate by the Court;
 - (e) sealing the First Confidential Supplement to avoid publicly disclosing the commercially sensitive information detailed therein; and,
 - (f) providing such further and other relief that the Court considers just and warranted in the circumstances.
8. This First Report should be read in conjunction with the First Report of the IR dated September 16, 2024, and Second Report of the IR dated October 1, 2024 (the "**IR's Second Report**").

TERMS OF REFERENCE

9. In preparing this First Report, the Receiver has relied upon unaudited financial information, the books and records of the Companies, and discussions with former management of the Companies ("**Management**"), interested parties, and the stakeholders of the Companies.
10. The financial information of the Companies has not been audited, reviewed, or otherwise verified by the Receiver 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. Additionally, none of the Receiver's procedures were intended to disclose defalcations or other irregularities. If the Receiver 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 Receiver's attention. Accordingly, the Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this First Report.

11. The Receiver 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.
12. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.
13. Capitalized terms used in this First Report but not defined herein are as defined in the Receivership Order and the Affidavit of Manan Parikh dated August 8, 2024 (the "**Parikh Affidavit**").

BACKGROUND

14. As detailed in the Parikh Affidavit, the Companies are corporations incorporated pursuant to the laws of the Province of Saskatchewan.
15. CAII was a manufacturer of liquid and dry customized crop-health therapy formulations for crop production operations. CAII operated from the following three (3) locations:
 - (a) the Culver Property (owned by CAII) which is a manufacturing facility;
 - (b) the Industrial Drive Property (owned by BHI) which is a manufacturing facility;and,

- (c) the Sedley Property (owned by BHI) which is where the Companies made liquid and organic formulations and manufactured and pelletized the treatments for the customers.

Hereinafter, the Culver Property, the Industrial Drive Property and the Sedley Property will be collectively referred to as the “**Real Properties**”.

- 16. In August of 2024, CAII terminated its employees, voluntarily liquidated its personal property located at the Culver Property by way of auction and ceased operating.
- 17. GCCI operated solely as a custom formulation company that provided customized macro and micronutrient formulations based on soil testing and tissue sampling results. GCCI operated from the Sedley Property. The Receiver understands that GCCI ceased business operations in 2023.
- 18. BHI specialized in the procurement and distribution of jet fuel, Mazut, D2, D6, CST180/380, LNG, and LPG, and its head office is located at 408, 2737 Quance Street, Regina, Saskatchewan. The Receiver understands that BHI ceased business operations in 2023 as well.
- 19. As detailed in the Parikh Affidavit, the Receiver understands that BMI is simply a holding company for the shares of CAII, GCCI, and BHI. Ifeanyi Emmanuel Richard and Omarari Bernice Richard (“**Ms. Richard**”) are the sole directors of the Companies and are the only shareholders of BMI.
- 20. As further detailed in 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 approximately \$6,461,348.

ACTIVITIES OF THE RECEIVER

- 21. Since the Date of Receivership, the Receiver has undertaken the following activities with respect to the Real Properties:
 - (a) attended at the Culver Property and the Industrial Drive Property on the Date of

- Receivership and arranged to secure the premise by changing locks and posting a notice of the receivership;
- (b) arranged with Ms. Richard to attend the Culver Property and the Industrial Drive Property on a regular basis for security purposes;
 - (c) confirmed that proper insurance was in place for the Culver Property and the Industrial Drive Property, and ensured that the Receiver was added to the policy as loss payee and named insured;
 - (d) arranged for new utility accounts in the name of the Receiver to ensure uninterrupted service;
 - (e) requested listing proposals from six (6) realtors with respect to the Industrial Drive Property, which correspondence is attached hereto as **Appendix C**;
 - (f) arranged for the following work to be completed at the Culver Property:
 - (i) removal of all debris and scrap metal;
 - (ii) reinstallation of all heating units;
 - (iii) servicing of all overhead doors; and,
 - (iv) temporary patching of all holes in the exterior walls of the building pending receipt of the necessary materials to complete permanent repairs.
 - (g) removed all debris and scrap metal from the Industrial Drive Property;
 - (h) attended the Sedley Property (shortly after receipt of the Amended and Restated Consent Receivership Order) to secure the premises, change the locks, and post the notice of the receivership;
 - (i) arranged with Ms. Richard to attend the Sedley Property on a regular basis for security purposes and monitor the inventory of worms and microorganisms;
 - (j) engaged BL Brunson Lawrek & Associates Real Estate Appraisals and Advisory

Services (“**BL Brunsdon**”) to provide new appraisals for the Culver Property and the Industrial Drive Property;

- (k) completed statutory filings in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"), which included mailing the Notice and Statement of the Receiver, attached hereto as **Appendix D**, to all known creditors;
- (l) arranged for the redirection of all mail from Companies to the office of the Receiver;
- (m) corresponded with the Royal Bank of Canada regarding a guaranteed investment certificate (“**GIC**”) held by CAII, and requested that the GIC be redeemed and the proceeds forwarded to the Receiver;
- (n) engaged three (3) former employees of CAII as independent contractors to conduct an inventory count of the raw materials and finished goods located at the Properties;
- (o) conducted the Asset Sale Invitation process;
- (p) corresponded with pest control companies and the Rural Municipality of Francis No. 127 regarding pest control issues at the Sedley Property;
- (q) obtained quotes from two (2) environmental assessment companies to conduct a Phase I environmental assessment of the Culver Property and the Industrial Drive Property, and engaged Basin Environmental & Engineering to complete same; and,
- (r) obtained a quote to clean the Culver Property and the Industrial Drive Property subsequent to the sale of Auction Assets. The Receiver will engage Jan-Pro to clean the buildings once all items within have been either sold or disposed.

COMPANIES’ BOOKS AND RECORDS

31. As detailed in the IR’s Second Report, the Companies’ books and records have not been maintained and, as a result, the IR engaged the Companies’ bookkeeper to update the books and records for all the Companies. This work is underway.
32. Further, once the Companies’ books and records are updated, the Receiver intends to

engage the Companies' accountants, JMK Accounting, to complete the necessary tax returns and year-end financial statements so that accurate financial information for each of the Companies is available to the Receiver.

EMPLOYEE CLAIMS PURSUANT TO WEPPA

33. The Receiver identified thirteen (13) former employees of the Companies who are owed approximately \$81,960 in aggregate in unpaid wages, vacation pay, termination pay, unremitted RRSP contributions, and unremitted health insurance premiums. On October 23, 2024, the Receiver filed the requisite WEPP information with Service Canada and provided the statutory WEPP information to the former employees by mail.

CAII'S SRED CLAIMS

34. The Receiver has been advised by CAII's legal counsel, Molly Luu of Miller Thomson LLP's Toronto office, of a tax appeal filed by CAII disputing the denial of certain SRED claims. The Receiver is currently reviewing the tax appeals with CAII's legal counsel to determine the appropriate course of action.

CAII LITIGATION

35. On October 2, 2024, the Receiver's legal counsel was copied on a letter from legal counsel for NCC Nikolaishen Farms Inc. ("NCC"), David K. Rusnak, K.C., to CIBC's counsel, Janine Lavoie-Harding. Mr. Rusnak's letter explained that NCC purchased fertilizer products from CAII which were never delivered. Copies of the relevant invoices were enclosed with the letter. After reading the IR's Second Report, NCC questioned whether the bags of fertilizer products located at the Real Properties belonged to NCC. NCC requested that the appropriate steps be taken to verify and/or test the fertilizer materials to determine if the composition, quality, and quantity matched that which was purchased by NCC from CAII. Attached hereto as **Appendix E** is a copy of the letter received from David K. Rusnak, K.C. along with supporting invoices and proof of payment.
36. The Receiver instructed its legal counsel, McDougall Gauley LLP ("**McDougall Gauley**"), to correspond with David K. Rusnak. The letter to David K. Rusnak, K.C. indicates that the Receiver would allow NCC to test the fertilizer products at its own cost, and make a

property claim pursuant to section 81 of the *BIA* based on the test results. McDougall Gauley further advised that the Receiver understood that the two (2) grain storage bins located at the Culver Property belonged to NCC and invited NCC to provide a property claim for those items as well. Attached hereto as **Appendix F** is a copy of McDougall Gauley's October 24, 2024 letter to Mr. Rusnak. To date, there has been no response.

RECEIVERSHIP ESTATES

37. Upon filing the Notice and Statement of Receiver and the Receivership Order with the OSB, the OSB established four (4) separate estates (one (1) for each of the Companies). In order to simplify the reporting and administration obligations of the Receiver, and in an effort to minimize the costs of administering these receivership proceedings, the Receiver respectfully requests that the Court grant an order authorizing the Receiver to administer the four (4) receivership estates under a single court file number.

ASSET SALE INVITATION PROCESS

38. For ease of reference, the Auction Assets are comprised of raw materials and finished goods inventories, and the residual personal property of the Companies (e.g., office furniture, equipment, etc.) that, in the Receiver's experience, are appropriate to liquidate by auction.
39. Accordingly, on October 8, 2024, the Receiver commenced an Asset Sale Invitation process for the Auction Assets. The Receiver sent an Asset Sale Invitation e-mail to five (5) auction companies, which included an inventory listing of the Auction Assets and their net book value (“**NBV**”), as provided to the Receiver by Management. Attached as **Appendix G** is a copy of the Asset Sale Invitation correspondence.
40. The deadline for submitting offers/proposals was October 18, 2024. All bidders were advised that final acceptance of the offers/proposals was subject to approval by the Court of King’s Bench for Saskatchewan.
41. The Receiver accommodated viewings of the Auction Assets prior to the closing of the Asset Sale Invitation.

42. As a result of the Asset Sale Invitation, the Receiver received offers/proposals from McDougall and Kastner Auctions, which are discussed in further detail in the First Confidential Supplement. Redacted copies of the McDougall proposal and the Kastner Auction proposal are attached hereto as **Appendix H** and **Appendix I**, respectively. Unredacted copies of these documents are attached to the First Confidential Supplement. Publication of the unredacted copies of these documents risks undermining any future efforts to maximize the realizations from these Auction Assets if the proposed auction is not approved by the Court, or if the proposed auction does not proceed, for whatever reason. The Receiver is therefore requesting that the First Confidential Supplement remain sealed pending completion of the auction or until the Receiver advises the Local Registrar in writing that the sealing is no longer necessary.
43. The Receiver considered the following criteria while reviewing the offers/proposals:
- (a) the amounts offered and whether the offer was an outright cash purchase, a NMG proposal, or a straight auction commission proposal;
 - (b) the NBV of the Auction Assets, estimated at \$876,0000 as provided by Management; and,
 - (c) the estimated monthly costs for insurance, utilities, security, and other related holding costs to maintain the Auction Assets, which approximate \$10,000.
44. Based on the offers/proposals received, as detailed in the First Confidential Supplement, the Receiver recommends that the McDougall NMG proposal be accepted.
45. The Receiver has also reviewed the McDougall NMG proposal with CIBC, and CIBC is in support of the Receiver's recommendation to accept the McDougall NMG proposal.

RECOMMENDATIONS

46. Based on the matters outlined in this report, the Receiver respectfully requests that this Honourable Court grant an order:
- (a) approving this First Report, and the reported actions and activities of the Receiver

- in respect of administering these receivership proceedings;
- (b) authorizing the Receiver to administer the four (4) receivership estates under a single court file number;
 - (c) approving the Receiver's recommendation to enter into an auction agreement with McDougall pursuant to the McDougall NMG proposal received in accordance with the Assets Sale Invitation conducted by the Receiver;
 - (d) providing for the vesting of the Auction Assets to the end purchaser after McDougall completes the auction sale, or as otherwise deemed appropriate by the Court;
 - (e) sealing the First Confidential Supplement in the Court file to avoid publicly disclosing the commercially sensitive information detailed therein; and,
 - (f) providing such further and other relief that the Court considers just and warranted in the circumstances.

All of which is respectfully submitted at Saskatoon, Saskatchewan, this 1st day of November 2024.

BDO CANADA LIMITED

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

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

Appendix A – Receivership Order

DUPLICATE ORIGINAL

COURT OF KING'S BENCH
FILED

SEP 19 2024

SASKATOON

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

RECEIVERSHIP ORDER

IN THE MATTER OF THE 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 19th 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 receiver ("Receiver") and Brief of Law, all filed; and upon noting the consent endorsed hereon of the Debtors; 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 243(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 10-15(1) of *The King's Bench Act*, SS 2023, c 28, BDO Canada Limited ("BDO") is hereby appointed Receiver, without security, of the real property described as:

(a) Surface Parcel #202750152, Reference Land Description Lot 9 Blk/Par L Plan No 102113198 Extension 0; and,

(b) Surface Parcel #110859587, Reference Land Description: Lot 3, Blk/Par S Plan No 79R05960 Extension 0, As described on Certificate of Title 88R30926;

(the "Property")

including all proceeds thereof.

RECEIVER'S POWERS

3. The 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 Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the engaging of independent security personnel, and the placement of such insurance coverage as may be necessary or desirable;
 - (c) 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 Receiver's powers and duties including, without limitation, those conferred by this Order;
 - (d) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
 - (e) to settle, extend or compromise any indebtedness owing to or by the Debtors;
 - (f) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
 - (g) to undertake environmental and safety assessments of the Property and operations of the Debtors;
 - (h) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
 - (i) 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;
 - (j) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the

preceding clause, and in each such case notice under section 59(10) of the PPSA shall not be required;

- (k) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (l) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (o) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (p) 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 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.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- 4. (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 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 Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
- 5. All Persons shall forthwith advise the 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 Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto provided, however, that nothing in this paragraph 5 or in paragraph 6 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 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.

6. 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 Receiver for the purpose of allowing the 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 Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer or other system and providing the 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 RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the 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

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors or the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall: (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on; (ii) exempt the 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 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 RECEIVER

10. 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 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

11. 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 Receiver, and the Receiver shall be entitled to the continued use of the Debtors' 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 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 Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale or disposition of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

13. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a 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 Receiver to remedy any environmental condition or environmental damage affecting the Property, the 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 Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the 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 Receiver, if the order is in effect when the Receiver is appointed, by,
- A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the 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 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 Receiver by section 14.06 of the BIA or any other applicable legislation.

LIMITATION ON THE RECEIVER'S LIABILITY

14. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the 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 Receiver under any applicable law, including, without limitation, Sections 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

15. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements and the Receiver and counsel to the Receiver shall be entitled to, and are hereby granted, a charge (the "**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 Receiver's 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.
16. The Receiver and its legal counsel shall pass their accounts from time to time.
17. Prior to the passing of its accounts, the 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 RECEIVERSHIP

18. The 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 \$200,000.00 (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 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 "**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 Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.

19. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
20. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
21. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all 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 Receiver's Certificates.

ALLOCATION

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

GENERAL

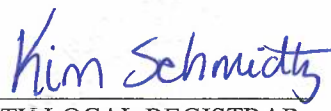
23. The Receiver may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
24. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
25. Unless otherwise ordered by this Court, the Receiver 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.
26. 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 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
27. The 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 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.
28. 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 Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

29. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the 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.

NOTICE AND SERVICE

30. 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 Receiver is required to send notice pursuant to section 245(1) of the BIA (the "**Notice**").
31. The Notice shall be deemed to have been received on the seventh day after mailing.
32. The Notice served pursuant to paragraph 30 above shall be accompanied by a cover letter in the form attached as Schedule "B" to this Order.
33. 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: *. Applications in respect of this matter may be made upon three days notice.
34. 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 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 Receiver and the Applicant.
35. The Applicant and the 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 19th 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 – 3rd 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"

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "**Receiver**") of the assets, undertakings and properties of [DEBTORS'S NAME] (the "**Debtors**") acquired for, or used in relation to the Debtors'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 Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the 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 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 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 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 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 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__.

[RECEIVER'S NAME], solely in its capacity as 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 RECEIVERSHIP OF *

A 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 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 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 Receiver]

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

Re: In the Matter of the Receivership of *

I hereby request that notice of all further proceedings in the above 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 "Debtors")	
< 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: (please provide full legal name, address, Email address and describe legal relationship to the Debtors)	Name: _____ 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 "Debtors")	
< Insert URL for Case Website >	
Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Debtors)	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-xxx

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 "Debtors")	
< 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 – Amended and Restated Consent 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

AMENDED AND RESTATED CONSENT RECEIVERSHIP ORDER

**IN THE MATTER OF THE 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 4th day of October, 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 receiver ("Receiver"), Brief of Law, First Report of the Interim Receiver dated September 16, 2024, and the Second Report of the Interim Receiver dated October 1, 2024, all filed; and upon noting the consent endorsed hereon of the Debtors; 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 243(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 10-15(1) of *The King's Bench Act*, SS 2023, c 28, BDO Canada Limited ("BDO") is hereby appointed Receiver, without security, of the real property described as:
 - (a) Surface Parcel #202750152, Reference Land Description Lot 9 Blk/Par L Plan No 102113198 Extension 0;
 - (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 and dealing with any and all personal property contained on the land. For greater certainty, the 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**”).

RECEIVER'S POWERS

3. The 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 Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the engaging of independent security personnel, and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtors;
 - (d) 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 Receiver's powers and duties including, without limitation, those conferred by this Order;
 - (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
 - (f) to settle, extend or compromise any indebtedness owing to or by the Debtors;
 - (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
 - (h) to undertake environmental and safety assessments of the Property and operations of the Debtors;
 - (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;

- (j) 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;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause, and in each such case notice under section 59(10) of the PPSA shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) 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 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.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (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 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 Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the 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 Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto provided, however, that nothing in this paragraph 5 or in paragraph 6 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 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.
6. 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 Receiver for the purpose of allowing the 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 Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer or other system and providing the 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 RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

8. No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the 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

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors or the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall: (i) empower the Receiver or the Debtors to carry on any business which the Debtors is not lawfully entitled to carry on; (ii) exempt the 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 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 RECEIVER

10. 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 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

11. 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 Receiver, and the Receiver shall be entitled to the continued use of the Debtors' 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 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 Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale or disposition of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

13. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver's appointment; or
 - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a 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 Receiver to remedy any environmental condition or environmental damage affecting the Property, the 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 Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the 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 Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the 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 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 Receiver by section 14.06 of the BIA or any other applicable legislation.

LIMITATION ON THE RECEIVER'S LIABILITY

14. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the 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 Receiver under any applicable law, including, without limitation, Sections 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

15. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements and the Receiver and counsel to the Receiver shall be entitled to, and are hereby granted, a charge (the "**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 Receiver's 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.
16. The Receiver and its legal counsel shall pass their accounts from time to time.

17. Prior to the passing of its accounts, the 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 RECEIVERSHIP

18. The 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 \$200,000.00 (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 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 "**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 Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
19. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
20. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
21. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all 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 Receiver's Certificates.

ALLOCATION

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

GENERAL

23. The Receiver may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
24. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtors.
25. Unless otherwise ordered by this Court, the 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.
26. 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 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 Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

27. The 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 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.
28. 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 Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
29. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the 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.

NOTICE AND SERVICE

30. 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 Receiver is required to send notice pursuant to section 245(1) of the BIA (the "Notice").
31. The Notice shall be deemed to have been received on the seventh day after mailing.
32. The Notice served pursuant to paragraph 30 above shall be accompanied by a cover letter in the form attached as Schedule "B" to this Order.
33. 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.
34. 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 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 Receiver and the Applicant.
35. The Applicant and the 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 4th day of October, 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 -- 3rd 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"

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "**Receiver**") of the assets, undertakings and properties of [DEBTORS'S NAME] (the "**Debtors**") acquired for, or used in relation to the Debtors'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 Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the 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 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 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 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 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 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__.

[RECEIVER'S NAME], solely in its capacity as 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 RECEIVERSHIP OF *

A 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 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 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 Receiver]

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

Re: In the Matter of the Receivership of *

I hereby request that notice of all further proceedings in the above 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.

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

	<hr/> 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 "Debtors")	
< Insert URL for Case Website >	
Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Debtors)	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 "Debtors")	
< 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 C – Email Requesting Listing Proposals dated September 25, 2024

Pintaric, Daniel

From: Furneaux, Jacob
Sent: October 30, 2024 4:34 PM
To: Pintaric, Daniel
Subject: Fw: Custom Ag et al. (in Receivership) - Request for Proposal
Attachments: Royal LePage.pdf

From: Furneaux, Jacob
Sent: September 25, 2024 12:16 PM
To: johnchungyqr@gmail.com <johnchungyqr@gmail.com>
Cc: Lewis, David <dlewis@bdo.ca>
Subject: Custom Ag et al. (in Receivership) - Request for Proposal

Hello John,

Please find attached a Request for Proposal ("RFP") in respect of a industrial property subject to receivership proceedings.

Kindly contact me directly if you would like to set up a viewing of the Commercial Property and/or would like additional information provided to you on the opportunity.

*Pursuant to the RFP, we are requesting that interested brokers submit their proposals **by no later than 5:00pm MT on Friday November 1, 2024**. If you anticipate having trouble meeting this deadline, please let me know.*

We look forward to your submission.

Best regards,

Jacob Furneaux, BCom
Administrator, Business Restructuring and Turnaround Services
Financial Advisory Services
BDO Canada Limited

jfurneaux@bdo.ca
Suite 920, 103 Street Centre
10130 103 Street NW
Edmonton, Alberta T5J 3N9
Canada
Tel: 780 669 7833
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.

[Business Restructuring & Turnaround Services](#)



Tel: 780 424 3434
Fax: 780 424 3222
www.bdo.ca

BDO Canada Limited
900, 10130 103 Street NW
Edmonton, AB T5J 3N9

PRIVATE AND CONFIDENTIAL

September 25, 2024

Via Email: johnchungyqr@gmail.com

Royal LePage
100, 1911 Truesdale Drive E
Regina, SK S4V 2N1

Attention: John Chung

RE: In the Matter of the Receivership of Custom Agriculture Intelligence Incorporated, Green Chem Consultants Inc., Bermman Micronutrients Incorporated and Bermman Haven Incorporated.

Request for Listing Proposal

On September 19th, 2024, we, BDO Canada Limited, was appointed receiver (“Receiver”) in respect of the property of the companies mentioned above (the “Companies” or “Custom Ag et al.”). A copy of the Order is available upon request.

Custom Ag et al. owns property located in the Rural Municipality of Sherwood No.159.

The properties consist of the following:

1. 2190 Industrial Drive

11,677 square foot industrial building, on 2.72 acres of property.

Lot 3
Block 5
Plan 79R05960
R.M. of Sherwood No. 159

As Trustee, we are seeking a listing proposal and hereby invite you to submit a proposal on or before November 1, 2024, at 5:00 p.m. (Mountain Time). The proposals should be submitted by email to: jfurneaux@bdo.ca.

Listing proposals should be based on the following assumptions:

- The Trustee’s acceptance of any offer to purchase the property will be subject to the approval by the Court; and,
- The properties are to be sold on an “as is, where is” basis with no representation or warranties by the Trustee. Interested purchasers will be responsible for performing their own due diligence.

Listing proposals should include the following information:

- Your opinion of the value of the property and the method used to arrive at the opinion;
- An analysis of market comparable to the property;



Tel: 780 424 3434
Fax: 780 424 3222
www.bdo.ca

BDO Canada Limited
900, 10130 103 Street NW
Edmonton, AB T5J 3N9

- Your recommended selling strategy, including target market and estimated time frame for sale;
- Your market strategy;
- Identify the members of your team who would be assigned; and,
- The terms of your engagement, including commission, marketing costs, listing period, etc.

Yours Truly,

BDO Canada Limited
In its Capacity as Receiver for Custom Ag et al.
And not in its personal capacity

Per:

A handwritten signature in blue ink that reads "David Lewis".

David Lewis, CPA, CIRP, LIT
Partner/Senior Vice President

Appendix D – Notice and Statement of Receiver

District of: Saskatchewan
 Division No.: 02 - Saskatoon
 Court No.: KBG-SA-01031-2024
 Estate No.: 23-035276

FORM 87
NOTICE AND STATEMENT OF THE RECEIVER
 (Subsections 245(1) and 246(1))

IN THE MATTER OF THE RECEIVERSHIP OF
 CUSTOM AGRICULTURE INTELLIGENCE INCORPORATED
 of the Town of Sedley, in the Province of Saskatchewan

The Receiver gives notices and declares that:

1. On the 4th day of October 2024, BDO Canada Limited (“BDO”) was appointed by the Court of King’s Bench for Saskatchewan (the “Court”) as the receiver (the “Receiver”) in respect of certain property (the “Property”) of Custom Agriculture Intelligence Incorporated (“CAII” or the “Company”) as described below:

Property	Book Values ⁽¹⁾
Culver Property (Lot 9, Block L, Plan 102113198)	\$9,807,765
Inventory at Sedley Property (Block A, Plan 102162765)	1,096,396
Total	\$10,904,161

(1) Based on the Company’s internal financial statements as at August 31, 2024.

Note: The net realizable value of the assets will differ from the aggregate of the above book values and the differences may be significant.

2. The Receiver was appointed by the Court on application by the Canadian Imperial Bank of Commerce (“CIBC”). A copy of the Order is available by contacting the undersigned or by visiting the undersigned’s website at: <https://www.bdo.ca/emca/extranerts/customagintel>.
3. The Receiver advises that it has taken possession of the Property described above and has taken the necessary steps to safeguard and insure the Property.
4. The following information relates to the receivership:
 - (a) Principal address of the Company: P.O. Box 119, Sedley, SK S0G 4K0
 - (b) Principal line of business of the Company: CAII is a manufacturer of liquid and dry customized crop-health therapy formulations for crop production operations.
 - (c) Estimated amount owed to each creditor who holds a registered security interest in the Property described above:

Creditor	Description of Security	Amount Owed
CIBC ⁽¹⁾	General Security Agreement	\$6,500,000
HSBC Bank Canada ⁽¹⁾	GIC w/ certificate #128-168072-550	50,000
De Lage Landen Financial Services Canada Inc. ⁽¹⁾	2023 Hangcha/CPYD30-ZW71F forklift w/ serial number 12BC03205	58,680
Total		\$6,608,680

(1) Based on Saskatchewan PPSA registration

- (d) The list of other known creditors of the Company, the amount owed to each creditor and the total amount due by the Company is as follows:

See attached **Schedule "A"**

- (e) At this time, the intended plan of action of the Receiver, to the extent that such a plan has been determined, is as follows:

- Completing any clean-up or repairs required to the Property;
- Obtaining appraisals of the Property; and
- Marketing and selling the Property.

- (f) Contact person for Receiver:

- Jacob Furneaux
920, 10130 103 Street NW
Edmonton, AB T5J 3N9
Tel: (780) 669-7388
Email: jfurneaux@bdo.ca

Dated at the City of Edmonton in the Province of Alberta, this 9th day of October 2024.

BDO CANADA LIMITED

In its Capacity as Receiver of
Custom Agriculture Intelligence Incorporated,
and not in its personal capacity

Per:



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

Schedule "A"

Creditor	Owing
CIBC c/o McKercher LLP	6,500,000
Rural Municipality of Sherwood No. 159	107,236
De Lage Landen Financial Services Canada Inc.	58,680
HSBC Bank Canada	50,000
Croft Electric	27,790
Perkin Elmer	10,552
Lipsett Cartage Ltd.	6,405
Linde Canada	5,847
Queen City Sewer Service of Regina	5,682
GTX Technologies	4,304
N. L. Serbu & Sons Equipment Ltd.	3,989
National Cold Chain	2,000
Lifeasible	735
Capital Fire Protection	577
Big Rig Wraps	565
Creative Door	372
Merieux Nutrisciences	210
Canada Revenue Agency	1
Saskatchewan WCB	1
Saskatchewan Ministry of Finance	1
Village of Sedley	1
Meridian Onecap Credit Corp.	1
NCC Nikolaishen Farms Inc. c/o Rusnak, Balacko, Kachur, and Rusnak	1
Transverto Technologies Inc. c/o Lakefield LLP	1
	<u>6,784,951</u>

District of: Saskatchewan
Division No.: 02 - Saskatoon
Court No.: KBG-SA-01031-2024
Estate No.: 23-035279

FORM 87
NOTICE AND STATEMENT OF THE RECEIVER
(Subsections 245(1) and 246(1))

IN THE MATTER OF THE RECEIVERSHIP OF
BERMMAN HAVEN INCORPORATED
of the Town of Sedley, in the Province of Saskatchewan

The Receiver gives notices and declares that:

1. On the 4th day of October 2024, BDO Canada Limited (“BDO”) was appointed by the Court of King’s Bench for Saskatchewan (the “Court”) as the receiver (the “Receiver”) in respect of certain property (the “Property”) of Bermman Haven Incorporated (“BHI” or the “Company”) as described below:

Property	Book Values ⁽¹⁾
Accounts receivable	\$228,000
Industrial Drive Property (Lot 3, Block S, Plan 79R05960)	1,332,487
Total	\$1,560,487

(1) Based on the Company’s internal financial statements as at August 31, 2024.

Note: The net realizable value of the assets will differ from the aggregate of the above book values and the differences may be significant.

2. The Receiver was appointed by the Court on application by the Canadian Imperial Bank of Commerce (“CIBC”). A copy of the Order is available by contacting the undersigned or by visiting the undersigned’s website at: <https://www.bdo.ca/emca/extranerts/customagintel>.
3. The Receiver advises that it has taken possession of the Property described above and has taken the necessary steps to safeguard and insure the Property.

4. The following information relates to the receivership:

- (a) Principal address of the Company: P.O. Box 119, Sedley, SK S0G 4K0
- (b) Principal line of business of the Company: BHI specializes in the procurement and distribution of jet fuel, Mazut, D2, D6, CST180/380, LNG, and LPG
- (c) Estimated amount owed to each creditor who holds a registered security interest in the Property described above:

Creditor	Description of Security	Amount Owed
CIBC ⁽¹⁾	General Security Agreement	\$6,500,000

(1) Based on Saskatchewan PPSA registration.

- (d) The list of other known creditors of the Company, the amount owed to each creditor, and the total amount due by the Company is as follows:

See attached Schedule “A”

(e) At this time, the intended plan of action of the Receiver, to the extent that such a plan has been determined, is as follows:

- Completing any clean-up and/or repairs required to the Property;
- Obtaining appraisals of the Property;
- Collecting accounts receivable; and
- Marketing and selling the Property.

(f) Contact person for Receiver:

- Jacob Furneaux
920, 10130 103 Street NW
Edmonton, AB T5J 3N9
Tel: (780) 669-7388
Email: jfurneaux@bdo.ca

Dated at the City of Edmonton in the Province of Alberta, this 9th day of October 2024.

BDO CANADA LIMITED
in its capacity as Receiver of
Bermman Haven Incorporated,
and not in its personal capacity

Per:



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

Schedule "A"

Creditor	Owing
CIBC c/o McKercher LLP	6,500,000
Custom Agriculture Intelligence Incorporated	508,179
Bermman Micronutrients Incorporated	229,837
Rural Municipality of Sherwood No. 159	107,236
SaskEnergy	744
Miller Thomson LLP	418
Canada Revenue Agency	1
Saskatchewan WCB	1
Saskatchewan Ministry of Finance	1
	<u><u>7,346,417</u></u>

District of: Saskatchewan
 Division No.: 02 - Saskatoon
 Court No.: KBG-SA-01031-2024
 Estate No.: 23-035278

FORM 87
NOTICE AND STATEMENT OF THE RECEIVER
 (Subsections 245(1) and 246(1))

IN THE MATTER OF THE RECEIVERSHIP OF
 BERMMAN MICRONUTRIENTS INCORPORATED
 of the Town of Sedley, in the Province of Saskatchewan

The Receiver gives notices and declares that:

1. On the 4th day of October 2024, BDO Canada Limited (“BDO”) was appointed by the Court of King’s Bench for Saskatchewan (the “Court”) as the receiver (the “Receiver”) in respect of certain property (the “Property”) of Bermman Micronutrients Incorporated (“BMI” or the “Company”) as described below:

Property	Book Values ⁽¹⁾
Accounts receivable	\$16,079
Investments in subsidiaries	300
Advances due from related parties	255,502
Total	\$271,881

(1) Based on the Company’s external financial statements as at January 31, 2023.

Note: The net realizable value of the assets will differ from the aggregate of the above book values and the differences may be significant.

The Receiver advises that BMI is a holding company and is the sole shareholder of Custom Agriculture Intelligence Incorporated, Green Chem Consultants Inc., and Bermman Haven Incorporated.

2. The Receiver was appointed by the Court on application by the Canadian Imperial Bank of Commerce (“CIBC”). A copy of the Order is available by contacting the undersigned or by visiting the undersigned’s website at: <https://www.bdo.ca/emca/extranerts/customagintel>.
3. The following information relates to the receivership:
 - (a) Principal address of the Company: P.O. Box 119, Sedley, SK S0G 4K0.
 - (b) Principal line of business of the Company: BMI is a holding company
 - (c) Estimated amount owed to each creditor who holds a registered security interest in the Property described above:

Creditor	Description of Security	Amount Owed
CIBC ⁽¹⁾	General Security Agreement	\$6,500,000

(1) Based on Saskatchewan PPSA registration.

- (d) The list of other known creditors of the Company, the amount owed to each creditor and the total amount due by the Company is as follows:

See attached Schedule “A”

(e) At this time, the intended plan of action of the Receiver, to the extent that such a plan has been determined, is as follows:

- Collecting accounts receivable; and
- Realizing on the investments.

(f) Contact person for Receiver:

- Jacob Furneaux
920, 10130 103 Street NW
Edmonton, AB T5J 3N9
Tel: (780) 669-7388
Email: jfurneaux@bdo.ca

Dated at the City of Edmonton in the Province of Alberta, this 9th day of October 2024.

BDO CANADA LIMITED
in its Capacity as Receiver of
Bermman Micronutrients Incorporated,
and not in its personal capacity

Per:



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

Schedule "A"

<u>Creditor</u>	<u>Owing</u>
CIBC c/o McKercher LLP	6,500,000
Custom Agriculture Intelligence Incorporated	337,714
Canada Revenue Agency	1
Saskatchewan WCB	1
Saskatchewan Ministry of Finance	1
	<u>6,837,717</u>

District of: Saskatchewan
 Division No.: 02 - Saskatoon
 Court No.: KBG-SA-01031-2024
 Estate No.: 23-035277

FORM 87
NOTICE AND STATEMENT OF THE RECEIVER
 (Subsections 245(1) and 246(1))

IN THE MATTER OF THE RECEIVERSHIP OF
GREEN CHEM CONSULTANTS INC.
 of the Town of Sedley, in the Province of Saskatchewan

The Receiver gives notices and declares that:

1. On the 4th day of October 2024, BDO Canada Limited (“BDO”) was appointed by the Court of King’s Bench for Saskatchewan (the “Court”) as the receiver (the “Receiver”) in respect of certain property (the “Property”) of Green Chem Consultants Inc. (“GCCCI” or the “Company”) as described below:

Property	Book Values ⁽¹⁾
Inventory	\$183,052
Equipment	201,826
Due from Custom Agriculture Intelligence Incorporated	1,533,014
Total	\$1,917,892

(1) Based on the Company’s external financial statements as at January 31, 2023.

Note: The net realizable value of the assets will differ from the aggregate of the above book values and the differences may be significant.

2. The Receiver was appointed by the Court on application by the Canadian Imperial Bank of Commerce (“CIBC”). A copy of the Order is available by contacting the undersigned or by visiting the undersigned’s website at: <https://www.bdo.ca/emca/extranerts/customagintel>
3. The Receiver advises that it has taken possession of the Property described above and has taken the necessary steps to safeguard and insure the Property.
4. The following information relates to the receivership:
 - (a) Principal address of the Company: P.O. Box 119, Sedley, SK S0G 4K0
 - (b) Principal line of business of the Company: GCCCI is solely a custom formulation company that provides customized macro and micronutrient formulations based on soil testing and tissue sampling results.
 - (c) Estimated amount owed to each creditor who holds a registered security interest in the Property described above:

Creditor	Description of Security	Amount Owed
CIBC ⁽¹⁾	General Security Agreement	\$6,500,000

(1) Based on Saskatchewan PPSA registration.

- (d) The list of other known creditors of the Company, the amount owed to each creditor and the total amount due by the Company is as follows:

See attached **Schedule "A"**

- (e) At this time, the intended plan of action of the Receiver, to the extent that such a plan has been determined, is as follows:

- Obtaining appraisals of the Property; and
- Marketing and selling the Property.

- (f) Contact person for Receiver:

- Jacob Furneaux
920, 10130 103 Street NW
Edmonton, AB T5J 3N9
Tel: (780) 669-7388
Email: jfurneaux@bdo.ca

Dated at the City of Edmonton in the Province of Alberta, this 9th day of October 2024.

BDO CANADA LIMITED

In its Capacity as Receiver of
Green Chem Consultants Inc.,
and not in its personal capacity

Per:



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

Schedule "A"

<u>Creditor</u>	<u>Owing</u>
CIBC c/o McKercher LLP	6,500,000
Canada Revenue Agency	1
Saskatchewan WCB	1
Saskatchewan Ministry of Finance	1
	<u>6,500,003</u>

Appendix E – Letter from NCC Nykolaishen Farms Inc.’s legal counsel dated October 2, 2024

RUSNAK BALACKO KACHUR RUSNAK

Barristers & Solicitors

WAYNE M. RUSNAK, K.C.
RONALD J. BALACKO, K.C.
RANDY P. KACHUR, K.C.
DAVID K. RUSNAK, K.C.

STANLEY G. KYBA, B.A., LL.B. (1934-2015)

ASSOCIATES:
SHANE B. WAGNER, LL.B.
JENNA L. NIEDZIELSKI, B.A., J.D.
EMMETT T. RUFF, B.A., J.D.
CLARK F. BAZIN, J.D. Student-At-Law
MATTHEW P.-A. DECLOEDT, J.D., S.J.D. Student-At-Law

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

October 2, 2024

McKercher LLP
374 Third Ave. S.
Saskatoon, SK
S7K 1M5

Via Fax: j.lavoie-harding@mckercher.ca

Attention: Janine L. Lavoie-Harding

Dear Madam:

RE: Canadian Imperial Bank of Commerce ("CIBC") v Custom Agriculture Intelligence Incorporated ("Custom Ag") et al; KBG-SA-01031-2024

As you are aware, our office is counsel for NCC Nykolaishen Farms Inc. ("NCC") in KBG-RG-01145-2022 (the "NCC Action"). NCC bought and paid for fertilizer products from Custom Ag which were not delivered by Custom Ag.

Attached are copies of the invoices which evidences the products purchased by NCC from Custom Ag, as well as cheques payable by NCC to Custom Ag for payment in full of the products purchased. We have been advised Custom Ag deposited these cheques to its CIBC bank account.

We have received the Second Report of the Interim Receiver, BDO Canada Limited, which states that fertilizer materials are located at the Culver Property, Sedley Property, and Industrial Drive Property. An Affidavit sworn in respect to the NCC Action by Emmanuel Richard on August 20th, 2024 states fertilizer materials purchased by NCC are being stored.

The fertilizer materials observed by the Interim Receiver may be owned by NCC. Therefore, we ask that appropriate steps are taken to verify and/or test the fertilizer materials to determine if its composition, quality, and quantity matches that which was purchased by NCC. Our client believes that the dunamis fertilizer product identified in the attached August 12, 2021 Custom Ag invoice is that which is being stored.

Please do not hesitate to contact the writer should you have any questions or require further information in respect to NCC's dealings with Custom Ag.

Yours truly,

RUSNAK BALACKO KACHUR RUSNAK

PER:



DAVID K. RUSNAK, K.C.

DKR/er

Encl.

cc: Michael Krawchuk, counsel for Transverto Technologies Inc.

Craig Firth, counsel for BDO Canada Limited

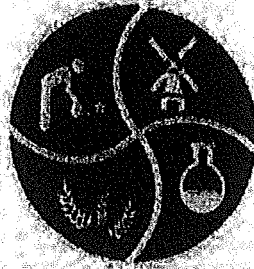
2022 Crop

Custom Agricultural Intelligence Inc.

P. O. Box 119, Sedley, SK S0G 4K0

Email: sales@customagintel.com

Telephone: +1 (855) 476 4276



CUSTOMAGINTEL

Invoice

Invoice No.: 18821081

Order Date: August 12, 2021

Sold To:
NCC NYKOLAISHEN FARMS
Highway 5, Kamsack,
SK S0A 1S0

Ship To:
NCC NYKOLAISHEN FARMS,
Highway 5, Kamsack,
SK S0A 1S0

P.O. Box 1989, Kamsack,
SK S0A 1S0

P.O. Box 1989, Kamsack,
SK S0A 1S0

Product Code	Sales Order	Product Description	Tax	Sales Order Price	Amount
NF-DP-FT	0646210805S	NCC FARMS DUNAMIS	Z	\$713,000.00	\$713,000.00
UNPAID 23.00/Ac 31,000 Ac @ 33 lbs/Ac 464.16 T Outstanding Balance: \$713,000.00 464,160 kg					
Comments: ACC Crop Input also no Now Available				Total	\$713,000.00
Resale of Custom Formulated Products is prohibited. Penalty charges to be applied on unpaid balances at an interest rate equivalent to 12% p.a. annum.					
All Products are Custom Formulated Therefore NO REFUNDS. Terms & Conditions Apply.					

Confidentiality Statement

This is an automated message from the Web Systems of Custom Agricultural Intelligence Inc.

Pd Qty 13/21
Ch 6392

The contents of this email are confidential and proprietary to Custom Agricultural Intelligence Inc. (CustomAgIntel). If you are not the intended recipient of this email, please delete it immediately and kindly notify us at info@customagintel.com, stating the contents of this email. This is important because this email may have been sent WITHOUT our authorization.

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.

© 2021 Custom Agricultural Intelligence Inc. | Sedley, Saskatchewan, Canada.
Custom Agricultural Intelligence Inc. is a registered business in Saskatchewan, Canada.

1820 - 713,000.00

Agri - Stal ✓

Custom Agricultural Intelligence Inc.

P. O. Box 119, Sedley, SK S0G 4K0
 Email: sales@customagintel.com
 Telephone: +1 (855) 476 4276



CUSTOMAGINTEL

Sales Order

Sales Order No.: 06612202015
 Order Date: February 1, 2022
 Requested Delivery: TBD

Sold To:
 NCC NYKOLAISHEN FARMS
 Highway 5, Kamsack,
 SK S0A 1S0

Ship To:
 NCC NYKOLAISHEN FARMS,
 Highway 5, Kamsack,
 SK S0A 1S0

P.O. Box 1989, Kamsack,
 SK S0A 1S0

P.O. Box 1989, Kamsack,
 SK S0A 1S0

The following product(s) will be custom formulated at the request of the purchaser:

Formulation Code	Unit	Quantity	Product Description	Tax	Unit Price (\$)	Amount (\$)
NF-BS-CWM	Ac	36,320Ac	SPRING IN FURROW WHEAT CANOLA (w/w) 60LBS N, 51LBS P, 0LBS K, 16LBS S, 25LBS Organic Matter + Micronutrients (Zn, Mn, Mg, Fe, Ca, Si, Mo, Co, B, Cu) App Rate: 137,438KG (303.00 Lbs) / Acre App Timing: Spring Broadcast Product Delivery: 4,991,748KG Super Prill due Aug 2021 subject to forex and transportation fluctuations. Follar Formulations Due In Nov 2021.	Z	112.00	4,067,840.00
			DISCOUNT: 4.65%			

By signing below, I hereby authorize this Sales Order and agree to the Payment Terms described:

Please sign and clearly print your full name _____

Payment Terms:

- 50% down payment due immediately upon receipt of the sales order.
- Balance due prior to delivery.
- Please make cheque payable to: Custom Agricultural Intelligence Inc.

Business No: 786595322RT0001

Comments: FCC Crop Input Financing Now Available

1320 -

Total \$3,878,685.44

AS Sept 3/2022
 # 6423

Resale of Custom Formulated Products is prohibited.

Penalty charges to be applied on unpaid balance at an interest rate equivalent to 12% per annum

All Products are Custom Formulated Therefore NO REFUNDS. Terms & Conditions Apply.

Yes

ISN: 4511426074
Cheque #6423

3,878,685.44

NOO NYKOLASHEN FARMS INC.
PO BOX 1188
PAINESVILLE OH 44061

006423

DATE 2021-09-03

PAY TO: Carson Agricultural Holdings Inc \$ 3,878,685.44

NOO NYKOLASHEN FARMS INC.
PO BOX 1188
PAINESVILLE OH 44061



FD000023P #D5818-001H 1035-074P

CBC-010
02008 012 09/07/2021
00008 / 5314712
3200276198652

Appendix F – Letter from McDougall Gauley to Mr. Rusnak dated October 24, 2024

October 24, 2024

via email: wayne@rbkrlaw.com
Rusnak Balacko Kachur Rusnak
7 Broadway St. E.
P.O. Box 1148, Stn. Del. Centre
Yorkton, Saskatchewan S3N 2X3

Attention: Wayne M. Rusnak, K.C.

REFER TO: CRAIG FRITH
DIRECT DIAL: (306) 665-5432
FAX NO.: (306) 652-1323
E-MAIL: cfrith@mcdougallgauley.com
Assistant: Alecia Iwanchuk
Direct dial: (306) 665-5472
Email: aiwanchuk@mcdougallgauley.com
Our File No.: 539720.17

Dear Sir:

**Re In the Matter of the Receivership of Custom Agriculture Intelligence Incorporated,
et al, KBG-SA-01031-2024**

We are legal counsel to BDO Canada Limited (the “**Receiver**”), the court appointed receiver in the above-noted proceeding.

We are writing in response to your letter to Ms. Lavoie-Harding dated October 2, 2024, regarding the bags of raw materials located at the Culver Property, Industrial Drive Property, and Sedley Property (as those terms are defined in the Second Report of the Interim Receiver dated October 1, 2024 (the "**Second Report**")).

In receivership proceedings, third party property claims are usually determined pursuant to section 81 of the *Bankruptcy and Insolvency Act* (Canada), which contemplates the claimant filing a proof of claim (verified by affidavit) giving the grounds on which the claim is based and sufficient particulars to enable the property to be identified. The onus of establishing a claim to any property in the insolvent companies' possession is on the claimant.

To advance this matter, the Receiver is willing to facilitate your client's access to the raw materials for testing. Your client would bear the associated costs and the data could be used for the purposes of any future proof of claim your client may wish to file. Please advise if your client would like to pursue this further, and we will suggest that your client contact the Receiver's representative, Mr. Lewis, directly to make the appropriate arrangements.

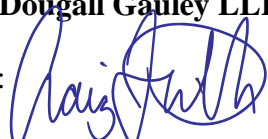
Please be advised that Ms. Richard has also reported to the Receiver that the two grain storage bins located at the Culver Property belong to your client. If your client agrees with that representation, then we suggest that matter be addressed by way of a section 81 property claim as well.

Please contact the undersigned if you would like to discuss further. We look forward to hearing from you.

Yours truly,

McDougall Gauley LLP

Per:

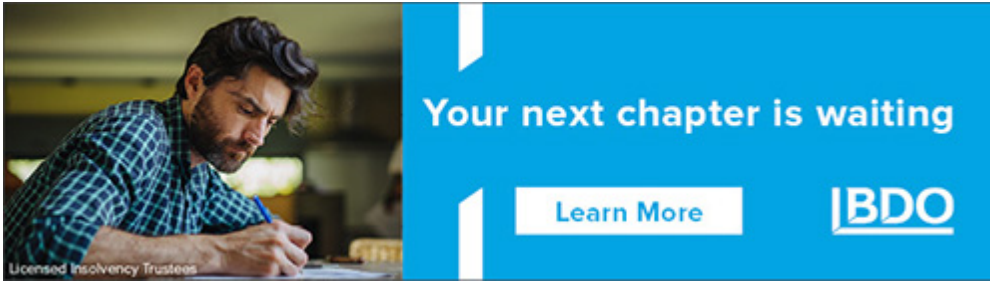


CRAIG FRITH
CPF~aai

cc David Lewis, BDO Canada Limited
via email: dlewis@bdo.ca

Janine Lavoie-Harding, counsel for Canadian Imperial Bank of Commerce
via email: j.lavoie-harding@mckercher.ca

Appendix G – Asset Sale Invitation Email dated October 8, 2024



 Before you print think about the environment

From: Furneaux, Jacob
Sent: October 8, 2024 9:58 AM
To: joiner@shaw.ca <joiner@shaw.ca>
Cc: Lewis, David <dlewis@bdo.ca>
Subject: Custom Agriculture Intelligence Inc. et al

Hello Kevin,

We have a file in Regina that we are looking to get auction proposals. It is group of companies that make customize fertilizer solutions.

Attached are the most recent inventory and capital asset listings of the companies. If you would like to schedule a time to view the assets please let me know.

In the proposal please include the options of a net minimum guarantee, an out right cash buyout, & a standard auction.

Thank you,

Jacob Furneaux, BCom
Administrator, Business Restructuring and Turnaround Services
Financial Advisory Services
BDO Canada Limited

jfurneaux@bdo.ca
Suite 920, 103 Street Centre
10130 103 Street NW
Edmonton, Alberta T5J 3N9
Canada
Tel: 780 669 7833
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.

[Business Restructuring & Turnaround Services](#)

Pintaric, Daniel

From: Furneaux, Jacob
Sent: October 29, 2024 2:43 PM
To: Pintaric, Daniel
Subject: Fw: Custom Agriculture Intelligence Inc. et al

From: Furneaux, Jacob <jfurneaux@bdo.ca>
Sent: October 8, 2024 12:34 PM
To: joiner@shaw.ca <joiner@shaw.ca>
Cc: Lewis, David <dlewis@bdo.ca>
Subject: Re: Custom Agriculture Intelligence Inc. et al

Hello Kevin,

The proposal deadline is October 18, 2024.

There are two locations, one is in Sedley Saskatchewan which is about 40 minutes south of Regina.

The other is located at 2190 Industrial Drive. There are a few assets at 1801 Culver Ave which is a block from the Industrial Drive location, we would require the auctioneer to move the assets from Culver to Industrial.

Thank you,

Jacob Furneaux, BCom
Administrator, Business Restructuring and Turnaround Services
Financial Advisory Services
BDO Canada Limited

jfurneaux@bdo.ca
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[Business Restructuring & Turnaround Services](#)

Custom Agricultural Intelligence Inc.
Capital Assets Summary
FY 2024

Furniture & Equipment (Class 8)

	Beginning (NBV)	Addition (NBV)	Sold (NBV)	Ending NBV
31-Jan-2019 Beginning Balance	196,825.34			157,460.27
12-Jul-2019 Pallet Fork Attachment / Forks & Cutting Edge	632.05			505.64
5-Sep-2019 4 C-Can Containers	7,619.79			6,095.83
17-Sep-2019 3 C-Can Containers	5,128.70			4,102.96
26-Sep-2019 Heaters	3,851.36			3,081.09
30-Sep-2019 PST on scale equipment	1,548.51			1,238.81
21-Oct-2019 4 C-Can Containers	8,401.31			6,721.04
27-Oct-2019 Snow Blower	456.67			365.34
20-Dec-2019 Racking Storage System	95,206.66			76,165.33
24-Jan-2020 Diesel Fuel Tank for Industrial Dr.	2,394.37			1,915.50
29-Jan-2020 Hotsy 965SS Hot Gas 12V Pressure Washer	3,856.30			3,085.04
31-Jan-2020 Outdoor & Indoor Company Signs at Industrial Dr.	3,790.05			3,032.04
6-Feb-2020 Eyewash station	429.22			343.38
14-Feb-2020 Two insulated C cans	5,250.82			4,200.65
18-Feb-2020 53' C can	2,625.41			2,100.33
8-Apr-2020 Fridge and Freezer - The Brick	792.49			633.99
8-Jul-2020 Two water tanks	1,821.86			1,457.49
14-Jul-2020 Lab equipment (purchased by Green Chem)	19,223.42			15,378.74
20-Jul-2020 Fuel tank - Prairie Ag Petroleum	2,992.97			2,394.37
22-Jul-2020 5000 gallon holding tank - Hold-on Industries	3,083.74			2,466.99
10-Sep-2020 2250 Gallon tank with custom lids	10,264.06			8,211.25
3-Nov-2020 Source Office Furnishings - Office furniture	4,436.94			3,549.55
4-Nov-2020 Laboratory Equipment	137,533.97			110,027.18
18-Nov-2020 Fridge - Leon's Furniture	487.23			389.78
3-Dec-2020 Laboratory Equipment - YK Scientific	30,806.16			24,644.93
8-Dec-2020 Dishwasher	302.23			241.78
17-Mar-2021 Fuel tanks from Husky	7,621.30			6,097.04
1-Mar-2021 Hoses or Industrial Drive chiller set up	1,270.73			1,016.58
14-Apr-2021 Water Tank 9160 Imperial UR Tank - Hold On Industries	6,460.56			5,168.45
8-Jun-2021 Work stations for Culver Ave (Source Office Furnishings)	2,401.79			1,921.43
9-Jul-2021 Work stations for Sedley (Source Office Furnishings)	1,713.07			1,370.46
15-Jul-2021 Ingersoll Rand T30 5 HP 3 phase air compressor	504.00			403.20
27-Aug-2021 Office Furniture - Source Office Furnishings	1,587.46			1,269.96
30-Aug-2021 GRAIN analyzer instruments	55,382.65			44,306.12
12-Oct-2021 GRAIN analyzer instruments	1,993.05			1,594.44
19-Nov-2021 Thermo-Air Heater	493.54			394.83
28-Jan-2022 60 gallon single stage air compressor (Princess Auto)	1,483.63			1,186.91
29-Apr-2022 Air Compressor from Air Unlimited	2,557.04			2,045.64
12-Aug-2022 2 Jumbo Heavy Duty Storage Cabinet	1,904.12			1,523.30
3-Nov-2022 HydraGO Flex water monitoring system	2,581.56			2,065.25
Total for Furniture & Equipment	637,716.15	-	-	510,172.92

Vehicle (Class 10)

31-Jan-2019 Beginning Balance - Other	13,138.47			5,330.89
4-Mar-2020 2020 Dodge Ram 1500 Limited (S/N 1C6SRFHM7LN261424)	36,481.32		32,883.16 -	0.00
28-Aug-2020 Tractorland Regina - Utility Vehicle	12,752.28		4,978.18	0.00
28-Apr-2021 2018 Dodge Ram (S/N 1C6RR7MT6JS134213)	27,937.47		20,038.44 -	0.00

28-Apr-2021 2015 Ford F-150 XLT (S/N 1FTEW1EF3FKE90499)
 26-Apr-2022 2020 Silverado

24,102.83	17,446.49	0.00
40,100.48	32,717.60	0.00
154,512.85	-	108,063.87
		5,330.90

Total for Vehicle

Machinery & Equipment (Class 38)

31-Jan-2019 Beginning Balance	31,893.63		22,325.54
31-Jan-2019 3 Meridian 1620 Fertilizer Bins - Flaman Sales	-		-
1-Feb-2019 Frontier AP12F Pallet Forks	374.42	318.26	0.00
1-Feb-2019 John Deere 440R Loader	2,242.59	1,906.20	- 0.00
1-Feb-2019 John Deere 485A Backhoe	3,993.33	3,394.33	0.00
1-Feb-2019 2018 John Deere 4044R Compact Utility Tractor	13,725.52	11,875.62	0.00
14-Mar-2019 Used 2017 Forklift	5,408.25		3,785.78
29-Mar-2019 Hyster H50FT Forklift	3,464.20	2,424.94	- 0.00
20-Apr-2019 Pump and Meter Solution	1,411.70		988.19
2-Jul-2019 Fertilizer Loading System	19,278.41		13,494.89
9-Jul-2019 Dry Facility Electrical Remodel / Upgrade	1,796.10		1,257.27
9-Jul-2019 Liquid Tank Heater & Agitator Controls	1,976.70		1,383.69
22-Jul-2019 Motor Control Panel	2,579.35		1,805.54
7-Aug-2019 3 Allied Heaters on Site	1,545.22		1,081.65
15-Dec-2019 Reverse Osmosis Equipment	6,856.29		4,799.40
17-Dec-2019 Steel 70/70/20, Mill of Half Wet Material, Vertical Crusher	7,525.60		5,267.92
17-Jan-2020 Equipment Gradation Canada	32,144.82		22,501.38
17-Jan-2020 Loader & Forklift	32,449.52		22,714.66
15-Jul-2021 Bale squeeze attachment for skid steer, including credit	2,831.84		1,982.29
30-Jan-23 Lusher - Trommel	16,021.29		11,214.91
Total for Machinery & Equipment	187,518.77	-	19,919.35
			114,603.10

Computer Equipment (Class 50)

31-Jan-2019 Beginning Balance	347.42		156.34
3-Mar-2020 Macbook 16	818.06		368.13
18-Mar-2020 Rachel's laptop - Macbook	275.59		124.02
9-Jul-2020 Macbook Air - Yinka	287.71		129.47
18-May-2021 HP 24" Computer	423.27		190.47
31-May-2021 Acer A515 Notebook	173.17		77.93
31-May-2021 Acer A515 Notebook	173.17		77.93
31-May-2021 HP Computer 22-DF0119	243.38		109.52
31-May-2021 HP Computer 22-DF0119	243.38		109.52
17-Jun-2021 Macbook air x 3	1,556.99		700.64
5-Sep-2021 Laptop for Tara Chen Ong	231.68		104.26
27-Sep-2021 Macbook	1,038.00		467.10
16-May-2022 Apple Macbook, notebook	3,689.97		1,660.04
23-Jun-2022 Apple Macbook, notebook	1,921.84		864.83
10-Aug-2022 Sony 4600 16-50mm Camera	1,183.62		532.63
16-Sep-2022 Best buy - Mac book	1,629.93		733.47
24-Oct-2022 Best buy - Mac book	2,921.47		1,314.66
2-Nov-2022 Best buy - Mac book	1,460.72		656.88
Total for Computer Equipment	18,619.39	-	-
			8,377.82

Storage Areas (Class 17)

18-Aug-2019 3 Loads of Ballast	1,076.57		990.44
19-Aug-2019 13 Loads of Slag & Crush Concrete, 1 Load of Their Material	4,223.81		3,885.91

28-Aug-2019	Load of Crushed Concrete From the City	280.33		257.90
30-Aug-2019	3 Loads of Crushed Concrete From the City	840.98		773.70
30-Aug-2019	4 Loads of Crushed Concrete	1,121.31		1,031.61
31-Aug-2019	7 Loads of Ballast	2,607.16		2,398.59
4-Sep-2019	10 Loads of Crushed Concrete	4,264.20		3,923.07
4-Sep-2019	Incorrect Rate for Crushed Concrete	-	-	93.17
9-Sep-2019	4 Loads of Crushed Concrete	1,121.31		1,031.61
9-Sep-2019	2 Loads of Ballast	399.37		367.42
9-Sep-2019	2 Loads of Ballast from TMS	399.37		367.42
10-Sep-2019	4 Loads of Crushed Concrete	1,121.31		1,031.61
11-Sep-2019	2 Loads of Crushed Concrete	560.66		515.80
11-Sep-2019	4 Loads of Crushed Concrete	1,121.31		1,031.61
15-Sep-2019	4 Loads of Ballast	1,196.33		1,100.62
18-Sep-2019	4 Loads of Crushed Concrete	1,121.31		1,031.61
19-Sep-2019	2 Loads of Crushed Concrete	399.37		367.42
19-Sep-2019	4 Loads of Crushed Concrete	1,121.31		1,031.61
19-Sep-2019	4 Loads of Crushed Concrete	1,121.31		1,031.61
19-Sep-2019	2 Loads of Crushed Concrete	399.37		367.42
26-Sep-2019	4 Loads of Crushed Concrete	1,121.31		1,031.61
30-Sep-2019	4 Loads of Ballast	1,573.74		1,447.85
30-Sep-2019	4 Loads of Crushed Concrete	1,121.31		1,031.61
3-Oct-2019	3 Loads of Crushed Concrete	840.98		773.70
4-Oct-2019	4 Loads of Crushed Concrete	1,121.31		1,031.61
4-Oct-2019	4 Loads of Crushed Concrete	1,121.31		1,031.61
4-Oct-2019	1190.69 MT of Crushed Concrete	24,279.42		22,337.07
7-Oct-2019	1 Load of Crushed Concrete	280.33		257.90
31-Oct-2019	Hauled 3 Loads of Crushed Concrete	840.98		773.70
31-Oct-2019	Hauled 3 Loads of Crushed Concrete	840.98		773.70
31-Oct-2019	Hauled 3 Loads of Crushed Concrete	840.98		773.70
1-Nov-2019	Hauled 3 Loads of Crushed Concrete	840.98		773.70
1-Nov-2019	Crushed Concrete	1,081.77		995.23
4-Nov-2019	549.15 MT of Crushed Concrete	11,197.76		10,301.94
7-Nov-2019	Hauled 3 Loads of Crushed Concrete	840.98		773.70
7-Nov-2019	Hauled 3 Loads of Crushed Concrete	840.98		773.70
2-Dec-2019	6 Loads of Crushed Concrete	4,665.88		4,292.61
3-Dec-2019	20 Bags of Concrete for Fence	102.22		94.04
7-Jan-2020	Fence	57,052.29		52,488.11
31-Jan-2020	3 Loads of Concrete Gravel Mix	840.98		773.73
Total for Storage Areas		135,841.92	-	124,974.60

Aircraft (Class 9)

23-Mar-2022	Drones from Carto Canada	48,304.20	37,617.72	-
4-Jun-2022	DIJ The Future of Possible - New drone	2,269.02		1,701.76
Total for Aircraft		50,573.22	-	37,617.72
Grand Total		1,184,782.30	165,600.94	765,161.09

Green Chem Consultants Inc.
Capital Assets Summary
FY 2024

Furniture & Equipment (Class 8)

	Beginning (NBV)	Addition (NBV)	Sold (NBV)	Ending NBV
25-May-2015 Pallet jack	366.34			293.07
27-May-2015 Hyster S50 FT 2.2 Mazda Forklift	1,312.75			1,050.20
24-Mar-2016 Forklift	1,462.76			1,170.21
31-Jul-2016 Equipment	9,031.66			7,225.32
25-Aug-2016 The Brick	1,223.42			978.74
25-Oct-2016 Hold on Industries	2,023.43			1,618.74
09-Mar-2017 Tippetts World	1,012.58			810.06
31-Jul-2017 Insurguard Security - Video addition	711.49			569.19
09-Nov-2017 Eng driver Ranger 305 g	2,016.31			1,613.05
15-Nov-2017 Wire feeder, cable connector	949.92			759.93
23-Apr-2019 Electric pallet jack & double stacker pallet jack (Sask Surplus Sales)	1,595.77			1,276.62
15-Oct-2019 5500 lb pallet fork (CAN-American Enterprise)	548.35			438.68
01-Apr-2020 Used 50 gallon tank with mixer	23,040.00			18,432.00
01-Apr-2020 Used APV centrifugal pump x 4	11,952.00			9,561.60
07-Apr-2020 Forklift	8,812.80			7,050.24
09-Aug-2022 Mixing tanks (4500L & 250L) - Wenzhou Ace Machinery	22,273.15			17,818.52
Total for Furniture & Equipment	88,332.72	-	-	70,666.18

Machinery & Equipment (Class 38)

31-Aug-2018 Upgrade to machinery/equipment in China	6,828.03			4,779.62
31-Aug-2018 Forklift	2,796.43			1,957.50
17-Apr-2019 Conveyor (Flaman Sales)	9,038.05			6,326.64
14-Aug-2019 Skid Steer & Multi Terrain Loader (Model 299D2 XHP)	30,131.69			21,092.18
11-Oct-2019 2018 ASV RT75 Tractor with bucket (#ASVRT075VJDS01465)	27,930.49		22,443.87	-
11-Oct-2019 2018 ASV RT75 Tractor with bucket (#ASVRT075VJDS01515)	27,930.49		20,699.17	-
11-Oct-2019 2016 14' Dump Trailer (#4Z1DX142XGS026275)	3,306.76			2,314.73
25-Oct-2019 Zhengzhou Hongjian	5,531.64			3,872.15
Total For Machinery & Equipment	113,493.58	-	43,143.04	40,342.82

Grand Total

201,826.30	-	43,143.04	111,009.00
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Appendix H – Redacted McDougall Proposal

McDougall Auctioneers Ltd.
301 – 15 Great Plains Road
Emerald Park SK S4L 1C6
+1(800)263-4193
mcdougallauction.com

October 18, 2024

BDO Canada Limited
Suite 920, 103 Street Centre
Edmonton, AB
T5J 3N9

Re: Custom Agriculture Intelligence Incorporated et al. – RFP

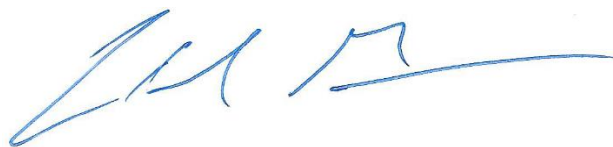
David,

Thank you for the opportunity to provide a proposal for the auction sale of the Assets (“Assets”) as described and set out in the attached Schedule “A” of Custom Agriculture Intelligence Incorporated, Green Chem Consultants Inc., Bermman Micronutrients Incorporated and Bermman Haven Incorporated (together, the “Companies”) located at RM of Sherwood, 2190 Industrial Dr, Zehner, SK S4K 0A6 and NW 17-14-15-W2, Sedley, SK S0G 4K0 (the, “Premises). We have outlined some pertinent details within the subsequent pages for your consideration after our analysis of the Assets and the current marketplace.

It is our position that the current economic climate in Canada is depressed and the recovery values for the Assets may be negatively affected as there is a current surplus of used industrial and construction equipment within North America. Accordingly, we will ensure that all the Assets are marketed to their full potential to maximize recovery.

We believe our 42 years of auction experience offers deep regional and industry specific experience with expansive international reach. We bring an exceptional team which positions us as the most suitable candidate to guide the disposition of the Assets of the Companies.

Sincerely,
McDougall Auctioneers Ltd.



Chad Guay
VP of Sales

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Sales Approach

We will conduct an unreserved online timed auction sale on December 11th, 2024, or an agreed upon date with the Receiver. It is recommended that the Assets sell where they are currently located as it will eliminate any excessive freight costs.

Once we are given access to the Premises, we will begin to the preparations for the auction sale and have the rolling stock cleaned. We will then strategically catalogue the Assets to enhance the opportunity of extracting their maximum value. Once this is complete, the lots will be posted online for a period of 21 days to ensure maximum exposure and will end in sequence on a designated day. The sale will be advertised as an “Unreserved Custom Agriculture Intelligence Incorporated Dispersal Sale”. A 3-day preview period will be held prior to the closing date of the auction for public inspection and a 5-day release period will be held once the auction is terminated to allow the winning bidders the opportunity to pick up their items.

Marketing Strategy

We propose an extensive \$XXX advertising program with various advertising firms worldwide, including but not limited to the following manner:

- Hang up and distribution of colour posters custom designed by our marketing team.
- Colour gloss brochure for mail-out to similar industries
- Newspaper ads
- Global Auction Guide listing
- Google ad words
- www.machinio.com
- Social media outlets
- Equipment Trader ads
- Machinery Trader ads
- Machinery Pete ads
- Phone canvassing

McDougall will be completely responsible for the advertising campaign. The campaign will be accompanied by voice ads on various radio stations throughout Canada and the United States, featuring the online auction sale as a notice to listeners. In addition, in conjunction with the above schedule, our “Client” list from the previous 42 years will be notified of the sale bill either by mail, e-mail or telephone marketing.

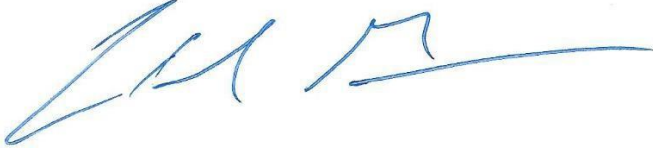
Terms & Conditions

1. In the event Offer 1 is accepted, McDougall will unconditionally provide the remaining XX percent (XX%) of the Cash Offer once notified by the Receiver that the Cash Offer has been accepted within three (3) business days or such later date as the Receiver may agree.
2. In the event Offer 2 is accepted, McDougall will unconditionally provide XX percent (XX%) of the NMG within three (3) business days once notified by the Receiver that the NMG offer has been accepted. The remaining XX percent (XX%) of the NMG will be sent to the Receiver at least two (2) days prior to the auction close date or such later date as the Receiver may agree.
3. In the event Offer 3 is accepted, McDougall will pay the Receiver the auction proceeds within thirty (30) days of the auction sale close date. McDougall shall guarantee such auction proceeds and shall be responsible for the collection of same.
4. McDougall shall provide a sale report to the Receiver within thirty (30) days of the sale close date or such other date as may be agreed to by McDougall and the Receiver.
5. All Assets must be free and clear of any and all liens and encumbrances. Proof of clear title must be provided to McDougall prior to the auction close date. McDougall will be indemnified by the Companies against any claims occurred during the sale process.
6. The offers set out herein are subject to a verification of the Assets, and any overages or shorts in the actual Assets as listed in the Schedule "A", or any material change in the condition of the Assets since the inspection period, may be adjusted upon agreement of both McDougall and the Receiver, acting reasonably. If the parties can't agree on any such corresponding adjustments to the Assets, as a result of any subsequent additions or exclusions to the Assets, the parties hereby covenant and agree that such dispute shall be resolved pursuant to an independent third-party appraisal.
7. In the event Offer 3 is accepted, as per industry standard, any approved replacement parts, and labor to enhance net realizations, as approved by the Receiver and McDougall, will be deducted from the net payout in all circumstances.
8. In the event Offer 3 is accepted, McDougall will not be held responsible for any breakdowns or repairs which occur during the auction process. Any necessary repairs will be deducted from the sale proceeds subject to prior approval by the Receiver and McDougall.
9. McDougall holds the right to deviate at its sole discretion from the sales approach and marketing approach outlined above prior to the sale date or at any point without the consideration of the Receiver if they deem the offer to be equivalent to fair market value.

10. McDougall will be entitled to use the trademarks, Custom Agriculture Intelligence Incorporated, Green Chem Consultants Inc., Bermman Micronutrients Incorporated and Bermman Haven Incorporated or a similar variation for advertising purposes.
11. McDougall reserves the right to enhance the sale with additional Assets for sale.
12. McDougall will be solely responsible for the advertising campaign, auction preparation, cleaning, setup, cataloguing, preview period, collecting, invoicing, tax remittance and release period.
13. The Assets must remain insured by the Companies until the end of the auction release period.
14. All sales will be conducted with an industry standard buyer's premium of XX (XX%) and will solely be collected by McDougall. McDougall retains the right to waive or discount the buyer's premium on any individual sale at its sole discretion.
15. The Receiver must provide clear and marketable title for all rolling stock and equipment including signed original certificates of title if available prior to the auction close date. The Receiver must ensure the transfer of all title and registration documents are provided to the purchaser and that keys for all Assets, as applicable, are provided.
16. McDougall requires free and unrestricted use of the Premises for a total of sixty (60) days. Occupancy will begin when McDougall is given access as well as keys. McDougall will not be held responsible for any utility, hydro, security, tax, etc. fees during this period. McDougall may be willing to reduce their occupancy period to a mutually agreed upon number of days should the Receiver request so.
17. Any toxic or hazardous waste, or environmental pollutants of any kind, including, paints, and other chemicals found on or about the Assets or the Premises remain the property and responsibility of the Companies.
18. McDougall is not responsible for filling in any pre-existing pits or holes left behind after the removal of the Assets.
19. McDougall reserves the right to abandon any unsalable Assets.
20. McDougall ensures that the location will be left in a tidy manner.
21. McDougall reserves the right to amend the offer up until the agreed upon possession date of the Assets if an event of force majeure occurs which may include but is not restricted to, acts of God, lockouts, acts of war, terrorism, insurrection, riots, civil disturbances, etc.
22. This offer is valid until October 25th at 1:00 p.m. MST or any agreed upon extension date. If you have any questions or require any further information, please do not hesitate to contact the

undersigned at +1-403-870-8699.

Sincerely,
McDougall Auctioneers Ltd.



Chad Guay
VP of Sales

BDO Canada Limited in its capacity as Court-appointed receiver of Custom Agriculture Intelligence Incorporated, Green Chem Consultants Inc., Bermman Micronutrients Incorporated and Bermman Haven Incorporated (together, the “Companies”) and not in its personal or corporate capacity, (the “Receiver”) hereby accepts Offer ____ under the terms and conditions presented above on October____, 2024.

Printed Name

Signature

Company Overview

McDougall Auctioneers has conducted both live and online auction sales for the past 42 years and offers you an exceptional background of auction experience. Our firm's mission statement is "To provide our customers, both buyers and sellers, with the highest level of professionalism, service, honesty and integrity in a family atmosphere." We believe reinforce this in the manner in which we conduct business and look forward to working with your firm throughout this auction sale.

Our website is one of our most powerful tools in the advertising field. We have serviced throughout North America and around the world for the past 42 years and we have built up an incredible following for live and online-timed auction sales. At the time of listing, McDougall will take photographs and videos for marketing purposes that will be posted on our website at www.mcdougallauction.com. Our website generates tens of thousands of hits per day and generates many proxy bids and endless interest. Of course, with the real time internet bidding, the scope of market is worldwide and puts the equipment on a worldwide marketplace. Our track record of strong net sales results backs up our marketing strategies as well as our knowledge of how to conduct a solid and profitable auction.

We would highly recommend the consideration of conducting this auction sale for the Assets of the Companies on our high-profile online auction platform www.mcdougallauction.com. There are many advantages to conducting the sale of the Assets with our firm. With our yard locations, professional staff and marketing strategies, we will achieve the most favorable financial results.

Our online auction platform is set up with a "10 Minute Soft Close" which is standard throughout all our online auctions. If a lot is scheduled to close at 12:00 noon and a bid is entered at 11:59, the scheduled closing time will be extended by 10 minutes, this will continue to occur if there if ongoing bidding is taking place. We have designed our website this way to prevent any snipe bidding which consequently levels the playing field for all parties involved, as demonstrated in a live auction sale.

The sale will be featured and advertised as an exclusive "Unreserved Custom Agriculture Intelligence Incorporated Dispersal Sale". We believe it is important to convey to the potential customer, that we are selling quality Assets of a long standing good reputable Companies. This sale will be featured as its own exclusive online auction event and advertising the business name is key to gaining the confidence and liberal bidding of the potential buyer.

We are one of the very few auction houses in Canada to own and develop an auction program which handles all payments, applicable taxes, etc. facilitating an efficiently run online auction sale. McDougall offers a secure online payment platform backed by Moneris as well

as direct Registration as a Payee to most financial institutions. We accept all the traditional methods of payment i.e. wire transfers, cash, approved Companies cheques as well.

Schedule "A"

Front Reception Office (Reception Desk; Office Chair; File Cabinet; Wall Tv; Couch;
2 Black Reception Armchairs; End Tables; Coat Tree; Shredder, etc.
Boardroom (Boardroom Table; 8 Chairs; Easel and Board; Credenza; Wall Art, etc.
Hanging Overhead Projector
2 - 2 Door Wood Cupboard w/ contents
Mop Pail, Wet Floor Sign; Vacuum; Broom; Metal Stand; Wall Art
Kitchen (Circular Table; 4 Black/Chrome Chair; Microwave; Coffee Machine; SS Fridge)
Office (L Shape Desk w/ Hutch; 2 Side Chair; Swivel Office Chair; Circular Table; 2
Black
Office Arm Chairs; Small Coffee Table; Printer
HP DesignJet T250 Printer
Small Wood Desk; Swivel Office Chair; Side Chair
Security System with 16 Cameras and Monitor
Adjustable Desk/Table; Swivel Office Chair; 3 Dr Office Cabinet
Cordless Stitcher
L Shape Office Desk; Swivel Office Chair; 2 Side Chair; 2 Dr Wood Cabinet w/contents
Epson Printer
L Shape Office Desk; Swivel Office Chair; Side Chair; 2 Dr Wood Cupboard w/ contents
L Shape Office Desk; 2 Side Chair; Swivel Office Chair; 2 Dr Wood Cupboard w/
contents
Caterpillar V150 Forklift; Dual Wheel; 5268 Hours; Ser# 92W02156
Pulsar Skidsteer Front Mount Mower; Model PRCH72-B; Ser# F0096
Aluminum Extension Ladder (Broken)
JLG 2630ES Battery Operated Man Lift; 25' Lift; 4796 lbs; Ser# 020061698
Large Black Tumbling Cylinder on Cement Blocks; 3 Phase Drive Motor
4 Upright Electrical Control Boxes including Switches
Approx. 30' Conveyor with Stand and Electric Drive Motor
Approx. 8' Conveyor with Rolling Stand and Electric Drive Motor
Electric Drive Tumbler with Hopper and Conveyor Belt with Drive Motor underneath
center
Approx. 20' Conveyor with Drive Motor and Stand
Steel Frame Leg Square Table
Weigh Separator Hopper on Stand with Electric Motor Drive
Approx. 12' Belt Conveyor with Electric Motor Drive
Pallet of 6 Electric 3 Phase Motors (some new)
Approx. 50 Gallon Poly Water Tank
2 - Electrical Digital Pump Automatic Control

Approx. 20' Tumbler Electric Motor Driven on Stands
Approx. 35' Conveyor with Stand and Electric Motor
Hopper Bag Filling Station
4 - Bundle of Rebar
Caterpillar RC60 Forklift; 8203 Hours
TEU Model TB15 Power Pallet Jack Electric Stacker
Aluminum Step Ladder; Broom; etc.
Eye Wash Station Pole
Approx. 12' Belt Conveyor with Electric Motor Drive
Steel Tumbler with 3 Phase Electric Motor
Rigid Shop Vac
Metal Rolling Cart w/ contents and Oxy/Acetylene Gauge
2 Pallets of Copper Sulphate
Hydraulic Floor Jack
Approx. 8' Conveyor with Rolling Stand and Electric Drive Motor
Sledge Hammer
Approx. 12' Belt Conveyor with Electric Motor Drive
White Cream Control Panel
Steel Conveyor Mixer Tub with Hopper release
Dewalt Air Compressor
Approx. 35' Conveyor with Stand and Electric Motor
Ranger 305G Portable Welder with Cables
Large Platform with 3 Spin Tubs with Electric Motors; 4 Hopper Grinders
Approx. 20' Tumbler Electric Motor Driven on Stands
Approx. 25' Conveyor with Stand and Electric Motor
3 Wheel Barrel
Raymond Power Pallet Jack
Black Blower Fan w/ Electric Motor with Cyclone Cone on Stand
CIMC 40' Seacan; Ser# XCSE 8500027; Unit 232234
CIMC 40' Seacan; Ser# XCMC85000795; Unit 230314
CIMC 40' Seacan; Ser# XCMC85001655; Unit 231270
CIMC 40' Seacan; Ser# XCMC85000457; Unit 230056
CIMC 40' Seacan; Ser# XCMC850020U2; Unit 231701
CIMC 40' Seacan; Ser# NCSE07S; Unit 233094
CIMC 40' Seacan; Ser# XCSE8500626; Unit 232833
Hyundai Translead 53'; Ser# OPPU530885
14 - Pallet of Limestone Ground Fine (48 Bags)
15 - Pallet of Limestone Ground Fine (48 Bags)
14 - Pallet of Various Product

Various Pallet of Freeport Cobalt Sulphate S20/700
Various Pallet of Assorted Products
Various Pallet of Assorted Products
10 - Pallet of 48 - 25Kg Bag of MV Soluble Powder
Various Pallet of Assorted Products
Steel Tumbler on Stand (no motor)
Approx. 15' Conveyor with Stand; no motor or belt
Approx 20' Conveyor with Motor and Stand
Approx. 15' Conveyor with Motor and Stand
Hydraulic Tilting Circular Spinner with Electric Motor
2 - Metal Cyclone (Parts)
Electric Motors (unverified condition) and Steel Frame Pieces
Large Assortment of Blue Plastic Barrels
Hyundai Translead 53' Container; Ser# #H3R530A78T319626; Unit ATSU530875
Hyundai Translead 53' Container; Ser# 3H3R530A68T319696; Unit ATSU530945
Steel Hopper Bin with Wind Damage on Top Part of Bin
Approx. 200 of Poly Tank w/ Metal Skid
Assorted Piles of Electrical Wire enbloc
2 - Chamber Tubes on Stand
Various Rolls of Electrical Wire
Blue Metal Loading Ramp w/ Side Rails on Leg Stands
Skidsteer Mount Speedblade Attachment w/ Hydraulic Side Blades; Ser# SP1378
Skidsteer Mount Tooth Bucket Attachment
Skidsteer Mount Pallet Fork Attachment (Damaged, missing one fork and the other bent)
Radio Shuttle Storage System : 96 Uprights; 168 Beams; including extrap parts, pieces, etc.
Electronic Radio Shuttle Remote Control
Hose Reel
Bader Steel Hopper Bin on Legs; Grain Dryer Mounted
4 Ring Steel Bin
2011 Westeel 1000 Gallon Fule Tank; Single Wall; Ser# 01943
Plastic Picnic Table w/ metal leg
Remote Building (chairs, desk, cabinet, locker, boardroom table, bar fridge, etc. (not viewed)
2 - Power Pallet Jack (condition unverified) (Clark EWP 30)
Quonset full of approx. 80 Bags/Pallets of Unknown Product and Inventory
Black Steel Tank; condition unknown
Featherlite Yellow Tall Step Ladder
Steel Mixing Tank with Agitator

Black Product Tank in Mixing Shop
Steel Product Tank w/ Hopper
2 - Metal Staircase with landing
2 Dr Metal Cabinet
Stainless Steel Tank with Agitator
7 Large Poly Tank
2 Extra Large Poly Tank
Hangcha 30 Forklift; pneumatic tire; 94.1 Hours; Propane
Husqvarna LGTH 24V54 Lawn Tractor and Mower
Hotsy Portable Steam Washer Gas Powered
Metal Shop Table with Assortment of Hand Tools enbloc
Husky Upright Air Compressor; electric motor
Orange Cart Stand
Yellow Propane Storage Container
Thermo Scientific 1300 Series A2 S/N: 300395716
Stainless steel table with contents
VWR UV-3100PC Spectrophotometer
Fisherbrand Isotemp 60L incbtr grvity S/N: 42553914
DNP-9070A Lab incubator
Fisherbrand low temp incubator
New Brunswick Scientific excella E24 Incubator Shaker series S/N SE24JH003026
Stainless steel fridge with freezer
Laxco Seba pro microscope S/N# 04603FE2265E81
Breda Fridge
Tuttnauer 3850E-B/L Heidolph S/N: 19030645
3ft Stainless steel table with contents
Cole-parmer
Eppendorf Centrifuge 5804 S/N: 5804GL865824
Eyewash station
Contents of all drawers
(2) Chairs
Biohazard disposal bin
6 ft stainless steel table with contents
VWR Standard vortex mixer
Electronic scale
Joanlab Hotplate stirrer
VWR Hotplate Stirrer
5ft Stainless steel table with sink
Chair

Lucks sanitizer with dry temp transformer S/N:103TK124
VWR EHP Pipettor
VWR-603AC S/N: 643618
5ft stainless steel table
6ft stainless steel table with contents
Eyewash and shower station
BLMT-XA-12-12 heat incubator
Days platform table
Perkinelmer microwave sample preparation system Titan MPS S/N: 40000119182
Fume Hood cabinet with ultrasonic cleaner
file cabinet
PerkinElmer Autosampler S23 S/N: 112044S23
PerkinElmer Optical Emission Spectrometer Avio 500
PerkinElmer Cabinet on casters
Computer with monitor and keyboard
Poly Science Whisper Cool
CO2 tanks
Computer with monitor and keyboard
Perkinelmer Series 2 CHNS/O Analyser 2400 S/N: 241L2007131
PerkinElmer Microbalance Provectus 6500 S/N: 572A20021109
Brookfield metek Computrac Max 5000 S/N: 500839
VWR cabinet on casters
(2) chairs
HP printer colorjet pro MFP M277 dw
Epson workforce WF-2860
Paper shredder
(2) Dangerous goods cabinets
Biological safety cabinet model: BSC-70011A2-EP
PCE Moisture analyser PCE-MA 200 S/N: 201910118
Powervar model: ABCE422-11
2021 Foss NIRS DS 2500 F S/N: 91873657
Acer laptop
PerkinElmer FT-IR Spectrometer Spectrum Two
Centrifuge model: TGL-16.5M S/N: 20202124002
Agilent AriaMx Real-time PCR system S/N: MY20485248
(4) Joanelab precision Single channel pipette with stand
Disposable gloves and tubes
2021 Kaiiao technology K2800 Micro Spectropotometer
Cosori CP267-FD dehydrator S/N:4001069

Stuart Orbital shaker SSL1 S/N: R191000062
Untra pure watermeter CR-40T S/N: GS210109
Haier Biomedical S/N: HFO-1233ZDE model: PW-86LF578J Freezer (-80)
Taicang Qiangwen Lab double layer shaker S/N:QW0200778 model: PW-86LF578J
6ft folding table
Stainless steel cart
Shanghai Boxun autoclave model: BXW-360ST-G S/N: QW0200778
Plastic sink
Bath tub
VWR Gravity convection oven model: GR Con 2.3CF S/N:42430486
HP pavillion 23
Multi tube vortex mixer
(3) Grey 2 door cabinets
Blue Cart
(2) buckets with mops
Praxair Starwatch S/N: 32107079
Industrial Chiller
Electronic Scale
Uline H-190 Impulse Sealer
Kolin Chiller KA-30D s/n: KL20090700
High temperature Thermostatic Circulating Oil bath
Low temperature coolant circulating pump
misc. shovels and floor brushes
Staples paper shredder
Carter Wilson Vessel s/n: 70606
Labs heating system Mighty Therm2
Axiom DMF150 Digital mini feeder
HydroPro Water system tank
Fill pump
Ladder
Hold-on poly tank LARG0005808
Inox Tech Agitator SS tank model: CBAT1000GIMP S/N: 3851-01
Inox Tech Agitator SS tank model: CBAT1000GIMP S/N: 3851-02
Uline Rolling tool seat
Electronic discharge pump
Cat walk 17ft
Tool bench all contents
Husky compressor C201H.C
(2) Precision High temperature test chambers

orange compressor
Concrete saw
Scaffold
(10) plastic tanks
Steel strapping Tools and cart
Hold-on White poly tank
(2) Hold-on white poly tank LARG0007004
2017 TEU FCG25T Forklift 2486hrs, S/N: H28H-00013
A35 Forklift 546hrs; S/N: G5AIX5259
A35 Forklift 653hrs; S/N: CNFJG3000L62000693000001
Forklift cage
Plastic tank
Wheel barrow
Misc. fittings
Step ladder
Minuteman floor sweeper
Whirlpool washing machine
Black bench
round table
Desk with monitor and keyboard and contents
Office desk
Office desk with contents
Bowflex and other gym equipment
Ridgid mitre saw
200ml, 500ml, 600ml bottles
(7) plastic tanks
4 black barrels
spool of wire
(2) blue barrels
U-line H-4933-C electric drum pump
White shelf
Nucool mini fridge
Panasonic microwave
Plastic table
Micro-soil Disintegrator
String of lights
(7) Misc chairs
board room table with 6 chairs
Epson projector

Water dispenser
Breville Espresso machine
Panasonic microwave
Kettle
Keurig machine
Popcorn maker
Water cooler
Insignia Fridge with freezer
Adjustable computer desk
Office with desk, 3 cabinet, 2 chairs, printer and monitor
Black filing cabinet
Adjustable computer desk with Macbook and monitor
Adjustable computer desk with laptop & chair
Adjustable computer desk with epson printer
Bar height chair
Honeywell floor heater
Adjustable computer desk with laptop and filing cabinet
(2) adjustable computer desk, 2 chairs, filing cabinet
Macbook
Adjustable computer desk with filing cabinet and 3 chairs
Mini fridge and microwave
TRU Red Paper shredder
(2) adjustable computer desks with 2 chairs, 2 filing cabinets, 2 monitors and contents
7 x 10'x13' - offices
2 x 76" x 13' - offices
2 x 79"x13' - offices
Diesel tank with pump
Westeel fuel tank with pump 2016 S/N: 671602004
Westeel fuel tank with pump 2020 S/N: 672000150
Gas tank with pump
(9) plastic tanks
(4) tires Eagle touring 285/45R22
Scrap metal conveyors
(3) shipping containers
Plastic tan with pump
Misc items
Crate of rollers
(13) plastic tanks
Wire

Scrap metal

Forklift cage

(7) rolls of rubber for conveyors

Pallet racking

Fencing

more pallet racking

Ladder

LED lights

Dewalt 135,000 BTU heater

(3) plastic tanks

2018 Load trail T/A flat deck trailer; VIN# 4ZEDK1827G1105061

Marshall industrial inc model# M35000, S/N: 1900, max load 35,000 lbs

Brandt Grainbelt 1547LP S/N: 129409 w/ Koler motor

Shipping container

Lot#1033 Grain conveyor

Lot#1030 Grain Conveyor

(2) Hopper bottom bins with conveyer system

Appendix I – Redacted Kastner Auction Proposal

Auction Service Package
Exclusively Prepared for



SKILL APPROVAL:

-  Over 3.2 Million assets sold since 1986
-  Auctioneers have a minimum of 26 years' experience selling:
 -  Business assets
 -  Industrial
 -  Vehicles
 -  Heavy duty equipment and fleet vehicles
 -  Onsite business dispersals
 -  Restaurant equipment
 -  Commercial and residential real estate
 -  Arts, Antiques + Estate
-  180,000 active email subscribers, + 33,000 Social media followers
-  Online presence since 2012
-  Average auction participation of 1100 registered live & online bidders
-  32 professional dedicated staff members

ASSET CATEGORIES:



RESTAURANT

- ❖ Disconnect & Removal
- ❖ In-house cleaning
- ❖ ***Why we get top dollar:*** we import brand-new equipment so that when we run it side by side with the used equipment it appreciates the value of your client's assets
- ❖ We use Live & Online bidding.
- ❖ We market from BC, AB, SK, Up to The Northwest Territories.
We've specialized in restaurant equipment for over 15 years.



BUSINESS DISPERSALS

- ❖ We are capable of running multiple auctions (up to 5 per week)
Most effective formula is:
- ❖ Sell high value items at live online auctions (simulcast).
- ❖ Sell high volume and lower price point assets by internet only
- ❖ Alternate solution: Liquidate new inventory for 1-2 weeks before an auction
- ❖ We can provide complete transportation services; time is of the essence. Clean up is included.
- ❖ Complete Onsite services when time and value allow: returns will always be higher!

ASSET CATEGORIES:



INDUSTRIAL AND OIL FIELD INDUSTRY

- ❖ Can rapidly deploy onsite services anywhere in Alberta
- ❖ Buyer list reaches down to Texas, even Sydney Australia
- ❖ Our lead Industrial Auctioneer has over 32 years of high-grade experience selling millions per event (achieving top market value on a wide range of Industrial and Oil Field assets).
- ❖ Kastners is insured for over \$5,000,000 at head office or on location auctions.
- ❖ Free local pre-assessments
- ❖ Multi-store liquidation (11 stores for Acklands Grainger, liquidated 3 warehouses of brand new equipment Shell etc)



LEGAL ESTATES & PERSONAL INSOLVENCY

- ❖ Complete pick up and packing services
- ❖ Free local auction pre-assessments
- ❖ Free long-range auction pre-assessments when media files are available

ASSET CATEGORIES:

VEHICLES

- ❖ Kastner's has a fenced secured lot
- ❖ We offer 21 days of free storage
- ❖ We auction between 7-15 automotive vehicles per week

We are the cheapest rates in town, if you find a better one, we will beat it.

- ❖ Vehicles are sold live and online
- ❖ Over 25 years of experience

PROVEN VALUATION METHODS ACCREDITED BY:



**LICENSED
AUCTIONEER**
CANADA

Commissioner
of Oath

ONSITE PREMISES AT YOUR SERVICE

- ◆ Fenced compound
- ◆ 30,000 Square feet
- ◆ 3 auction facilities (capable of hosting 3-5 auctions simultaneously)
- ◆ Coming May 2020: Liquidation Center
- ◆ \$5,000,000 in insurance
- ◆ Full-time receiving staff 7 days a week
- ◆ Surveilled premises
- ◆ Further market reach: Kastners has an in-house shipping department and currently sends assets to the 7 continents

“**Fast Execution, they exceeded our expectations.**

- DOUG S



“**Kastner's did a great job, thanks for the fast pay out.**

- DEAN B.

**FIRST CLASS INDUSTRIAL
SANDBLASTING**

- ◆ Full-time professional photography and videography specialists
- ◆ Full-time graphic artist so your assets are promoted with the utmost professionalism
- ◆ Marketing resources:
 - ◆ 180,000 email subscribers
 - ◆ 33,000 Facebook followers
 - ◆ 6,000 Instagram followers
 - ◆ We promote on 6 other highly trafficked sites that gather an additional (on average) 140,000 views per week
 - ◆ Deploy paid online advertising campaigns that garner 100,000–500,000 views per event depending on event gross value
 - ◆ Use live radio coverage when warranted
 - ◆ We create in-house videos and target market buyers on Facebook, Youtube & Instagram

“Kastner's hit all of our marks and goals no problem, directors were very happy with results... no hassles.

- KEVIN F



“Kastner Auctions got us double of what we were expecting on our equipment”

-JAMES MARAZZO



METHODS OF SALE



LIVE/ONLINE SIMULCAST AUCTION

- ❖ Furthest reach—creates maximum buyer's involvement
- ❖ Has the highest attendance + engagement rates
- ❖ No system competes with live streaming or the relationship-based selling of an actual auctioneer
- ❖ Fosters competitive bidding which equals greater prices
- ❖ Bidders are more prone to impulsive bidding
- ❖ The most profitable return for your clients



ONLINE ONLY

- ❖ Good for specialty items that have international interest
- ❖ Stealth employment strategy used when an economic solution or quick "Pop-Up" auctions are required

A SMALL PERCENTAGE OF OUR PAST CLIENTS

The **BRICK.**



**ACKLANDS
GRAINGER.**
INDUSTRIAL • SAFETY • FASTENERS


**Boston
Pizza**



Walmart 



and more

METHODS OF SALE

NET MINIMUM GUARANTEE

- ❖ *Established reserve price*
- ❖ XX% guarantee of value estimated in client Summary Of Capital Assets

ONSITE AUCTIONS

- ❖ Quick remote team deployment
- ❖ Fueled by heavy bidders list from the Prairie Provinces and the Northwest Territories
- ❖ XX% commission rate

What other Sellers are saying about us:

“Kastner Auctions has been systematized and their services have consistently made our record of asset liquidation simple. Their ability to bend to accommodate our dynamic needs for business have always been advantageous for our organization”

Justin M.
Bill Mculloch's and Associates

“Kastner Auctions has managed to gain us top dollar for all our seized assets. We are amazed as some articles of merchandise have earned much more then what we anticipated”

Jim G
.Goth & Company

“Kastner Auctions has been able to facilitate our hectic schedules. Their quick turn around times and ability to do elaborate short notice sales have made the selling process simple”

Tammy W.
Landmark

“Kastner Auctions has moved a high seven figures sales value. Any offers to purchase have been quickly settled with prompt payment. I have no hesitation entering any ventures w/ them”

Rob N.
Surplus direct

“I've done lots of business w/ many auctions and Kastner Auctions is an industry leader”

Mike K.
Karouts

AS SEEN AND HEARD IN



Call :780-394-0406

Address: 11205 149 St NW, Edmonton, AB T5M 1W6, Canada



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