

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

AUGUST 14, 2025

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 filed its first report with the Court (the “**First Report of the IR**”), 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) the 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) the real property owned by BHI located at 2190 Industrial Drive, RM of Sherwood, Saskatchewan (the “**Industrial Drive Property**”), which is legally described as 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 extend the scope of the Receiver’s appointment to include:

- (a) the real property owned by BHI that is legally described as Block/Parcel A and Plan 102162765 (the “**Sedley Property**”), for the limited purpose of reviewing inventory located on the land and dealing with any and all personal property contained on the Sedley Property; and
 - (b) 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.
- 6. Concurrently with granting the Amended and Restated Consent Receivership Order, the Court granted an order discharging BDO as IR.
- 7. On application by CIBC, the Receivership Order was amended and restated for a second time on March 6, 2025 (the “**Second Amended and Restated Receivership Order**”), to extend the scope of the Receiver’s appointment to include the real property owned by CAII that is legally described as Block/Parcel C and Plan 101350370 and Block/Parcel D and Plan 101350370 (collectively, the “**Inland Property**”), and the Sedley Property. Concurrent with CIBC's application, the Receiver applied for and was granted a Sale Approval and Vesting Order in respect of the Industrial Drive Property (the “**Industrial Drive SAVO**”).
- 8. This report constitutes the third report of the Receiver (the “**Third Report**”), and is being filed to inform this Honourable Court as to the following:
 - (a) the actions and activities of the Receiver since the second report dated February 28, 2025 (the “**Second Report**”);
 - (b) an update regarding various creditor matters;
 - (c) the Receiver’s interim statement of receipts and disbursements for the period of September 19, 2024 to August 10, 2025 (the “**Interim Statement of Receipts and Disbursements**”); and
 - (d) a summary of the Receiver and its legal counsel's professional fees.
- 9. Furthermore, this Third Report is being filed in support of the Receiver’s motion to this

Honourable Court on August 19, 2025, seeking an Order:

- (a) approving this Third Report, inclusive of the reported actions and activities of the Receiver detailed herein in respect of administering these receivership proceedings and the Receiver's Interim Statement of Receipts and Disbursements;
- (b) approving payment of the legal fees and disbursements of Cuelenaere LLP (as detailed below), and directing Cuelenaere LLP to provide the residual Auction Proceeds (as defined below) to the Receiver;
- (c) approving the fees and disbursements of the Receiver and its legal counsel;
- (d) approving the Interim Distribution (as defined below); and
- (e) providing such further and other relief that the Court considers just and warranted in the circumstances.

TERMS OF REFERENCE

10. In preparing this Third 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.
11. 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 Third 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 Third Report.

12. 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 Third Report. Any use that any party makes of this Third Report, or any reliance on, or decisions to be made based on it is the sole responsibility of such party.
13. Unless otherwise stated, all monetary amounts contained in this Third Report are expressed in Canadian dollars.
14. Capitalized terms used in this Third Report but not defined herein are as defined in the Receivership Order, the Amended and Restated Consent Receivership Order, the Second Amended and Restated Receivership Order, the first report dated November 1, 2024 (the “**First Report**”), the Second Report, and the Affidavit of Manan Parikh dated August 8, 2024 (the “**Parikh Affidavit**”).

BACKGROUND

15. As detailed in the First Report, the Companies had the following business operations:
 - (a) CAII was a manufacturer of liquid and dry customized crop-health therapy formulations for crop production operations;
 - (b) GCCI was a custom formulation company that provided customized macro and micronutrient formulations based on soil testing and tissue sampling results;
 - (c) BHI specialized in the procurement and distribution of jet fuel, Mazut, D2, D6, CST180/380, LNG, and LPG; and
 - (d) BMI was simply a holding company for the shares of CAII, GCCI, and BHI.
16. Further details in respect of the Companies have been set out in the First Report, the Second Report, and the Parikh Affidavit.

ACTIVITIES OF THE RECEIVER SINCE THE SECOND REPORT

17. Since the Second Report, the Receiver has:
- (a) continued to work with the Debtors' bookkeeper to update the books and records of the Companies;
 - (b) corresponded with CAII's legal counsel, Miller Thomson LLP, on the discontinuance of CAII's appeal of Canada Revenue Agency's ("CRA") denial of certain scientific research and experimental development ("SRED") claims filed by CAII;
 - (c) monitored CAII's ongoing litigation matter with NCC Nykolaishen Farms Inc.;
 - (d) attended both the Sedley Property and Inland Property to take possession of same;
 - (e) engaged a realtor to list both the Sedley Property and Inland Property;
 - (f) closed the sale of the Industrial Drive Property;
 - (g) obtained appraisals for both the Sedley Property and Inland Property;
 - (h) continued efforts to sell the Culver Property;
 - (i) performed necessary repairs to the Sedley Property and the Culver Property;
 - (j) obtained quotes from Secure Waste Infrastructure Corp. ("Secure") and GLF Environmental Inc. ("GFL") to remove waste products and other materials from the Culver Property and the Sedley Property;
 - (k) engaged GFL to remove environmental waste materials at the Sedley Property and the Culver Property;
 - (l) engaged Secure to test approximately 300 totes and other containers onsite at the Sedley Property to determine the potential costs of disposing of same;
 - (m) conducted an auction for certain of the assets located at the Inland Property;

- (n) monitored BHI's sale of four previously unknown lots in the town of Sedley (collectively, the "**BHI Lots**"), the net proceeds of which were paid to the Receiver at closing;
- (o) arranged for ongoing yard maintenance/care for the Culver Property, the Inland Property, and the Sedley Property; and
- (p) prepared, reviewed, and finalized this Third Report.

AUCTION PROCEEDS

18. As detailed in paragraphs 21 – 23 of the First Report of the IR, prior to the IR's appointment, the Companies ceased business operations, terminated their employees, and auctioned equipment and personal property with a view to using the proceeds (the "**Auction Proceeds**") to pay severance payments to certain employees. The residual Auction Proceeds are currently being held in trust by the Debtors' legal counsel, Mr. Jay Watson ("**Mr. Watson**") of Cuelenaere LLP, pending further agreement of the Receiver and the Debtors or order of the Court.
19. The Auction Proceeds constitute *Property* as defined in the Second Amended and Restated Receivership Order, and the Receiver understands that the Debtors are agreeable to the Auction Proceeds being remitted to the Receiver; however, the Debtors have requested that Mr. Watson's fees be paid from the funds. Mr. Watson has provided services to the Debtors both before and after the Date of Appointment, and the Receiver and the Debtors' fulcrum creditor, CIBC, are agreeable to paying Mr. Watson's outstanding accounts in the amount of \$8,090 from the Auction Proceeds. A copy of Cuelenaere LLP's invoice is attached hereto as **Appendix A**.
20. The Receiver is therefore seeking the Court's authorization for Mr. Watson's invoice to be paid from the Auction Proceeds with Cuelenaere LLP being directed to provide the residual Auction Proceeds to the Receiver.

STATUS OF THE LISTED PROPERTY

Culver Property

21. The Culver Property is legally described as Lot 9, Block L, Plan 102113198, with the following features:
 - (a) it is approximately 5.2 acres (225,000 sq ft);
 - (b) it has a single-story, light industrial building (with no basement) that was built in 2017 and has an approximate 37,000 square foot warehouse and an approximate 1,900 square foot office area;
 - (c) the warehouse is a steel frame construction with metal cladding, and the office is a wood frame construction with metal cladding; and
 - (d) the Culver Property is zoned I2 – medium to heavy industrial.
22. At the Date of Receivership, the Culver Property was listed for sale with John Chung of Royal LePage pursuant to a standard form listing agreement. In the Receiver's view, the commercial terms of the listing were reasonable, and accordingly, the Receiver did not believe it was necessary to solicit listing proposals from new realtors and instead continued the listing with Royal LePage.
23. At the Date of Receivership, there was no existing appraisal of the Culver Property. As such, the Receiver engaged Brunsdon Lawrek & Associates to provide a current appraisal of the Culver Property (the "**Culver Appraisal**").
24. The following summarizes Royal LePage's activities in marketing the Culver Property:
 - (a) it listed the Culver Property on the multiple listing site ("**MLS**") – Realtor.ca;
 - (b) it included professional video and photos of the Culver Property in the listing;
 - (c) it advertised the listing on popular social media platforms, such as LinkedIn, Facebook, and Instagram to reach a wider audience; and
 - (d) it reposted/refreshed the listing every sixty (60) days to ensure the listing was top of

mind for other realtors and prospective buyers that may be looking for similar properties.

25. On October 16, 2024, Royal LePage presented the Receiver with an offer from Global Edge Developments Limited (“**Global**”). As the Global offer was below Culver Appraisal's appraised value and Global was not prepared to increase the amount offered, the Receiver rejected the offer.
26. On October 25, 2024, Royal LePage presented the Receiver with an offer from IPM Holdings Inc. (“**IPM**”). As the IPM offer was also below the Culver Appraisal's appraised value and IPM was not prepared to increase the amount offered, the Receiver rejected the offer.
27. On November 13, 2024, Royal LePage presented the Receiver with an offer from Phil Bergen (the “**Bergen Offer**”). The Receiver was satisfied with the amount offered. The Receiver reviewed the Bergen Offer with CIBC, and CIBC advised that it was in support of accepting same. Accordingly, on November 19, 2024, the Bergen Offer was accepted by the Receiver, subject to obtaining Court approval of the transaction (inclusive of an appropriate vesting order). However, on November 28, 2024, the Receiver was advised by Royal LePage that conditions could not be removed and the Bergen Offer was withdrawn.
28. Given the limited interest expressed in the Culver Property, in consultation with Royal LePage, the Receiver made the determination to reduce the listing price to \$4,500,000.
29. On January 20, 2025, the Receiver renewed the listing agreement (which included the reduced listing price) with John Chung, and his new brokerage firm, RE/MAX Crown Real Estate (“**RE/MAX**”).
30. On January 31, 2025, RE/MAX presented the Receiver with an offer from Stockdales Prairie Development Limited (“**Stockdales**”) to purchase the Culver Property (the “**Stockdales Purchase Offer**”). The terms of the Stockdales Purchase Offer were not acceptable, and on February 1, 2025, the Receiver make a counter offer which Stockdales did not accept.

31. On July 31, 2025, the Receiver reduced the list price to \$4 million, which garnered immediate interest.
32. On August 7, 2025, the Receiver entered into a Letter of Intent (“**LOI**”) to purchase the property from MDL Real Estate Income Fund GP Inc. (“**MDL**”). The Receiver is currently in the process of drafting an asset purchase agreement, and once the agreement is settled, MDL will then have 45 days to complete its due diligence and remove conditions before the Receiver seeks court approval on the transaction.

Sedley Property

33. The Sedley Property is legally described as Block A, Plan 102162765, with the following features:
 - (a) it is approximately 18.04 acres (785,822 sq ft);
 - (b) it has the following improvements:
 - (i) a heated office building built in 2017 that is approximately 2,100 square feet and was;
 - (ii) two heated shops built in 2017 and 2019 that are both 8,000 square feet with 18 foot walls and two 14 x 14 foot overhead doors;
 - (iii) another heated shop was built in 2006 that is 3,840 square feet with 16 foot walls and two 14 x 12 foot overhead doors; and
 - (iv) a heated office building / shop renovated in 2016 that is 780 square feet; and
 - (v) a Quonset built in 1980 that is 3,360 square feet with a 16 foot ceiling height at center.
 - (c) it is zoned AR – Agricultural Resource District.
34. At the Date of the Second Amended and Restated Receivership Order, the Sedley Property was listed for sale with John Chung of RE/MAX. The Receiver was satisfied with the commercial terms of the listing and already familiar with Mr. Chung. Accordingly, the

Receiver did not believe it was necessary to solicit listing proposals from new realtors, and continued the listing with RE/MAX.

35. On March 7, 2025, the Receiver Brunsdon Lawrek & Associates to provide a current appraisal of the Sedley Property (the “**Sedley Appraisal**”).
36. The following summarizes RE/MAX’s activities in marketing the Sedley Property:
 - (a) it listed the Sedley Property on MLS;
 - (b) it included professional video and photos of the Sedley Property in the listing;
 - (c) it advertised the listing on popular social media platforms such as LinkedIn, Facebook, and Instagram to reach a wider audience; and
 - (d) it reposted/refreshed the listing every sixty (60) days to ensure the listing was top of mind for other realtors and prospective buyers that may be looking for similar properties.
37. To date, there was a verbal offer to purchase the Sedley Property for \$500,000, to which the Receiver has yet to respond.

Inland Drive Property

38. The Inland Property consists of two parcels legally described as Block C Plan 101350370 Ext 10; and Block D Plan 101350370 Ext 11, with the following features:
 - (a) Block C is approximately 24.39 acres and Block D is approximately 11.31 acres;
 - (b) the two parcels are divided by a Canadian National Railway (single track) line, who also owns the land adjacent to the track for future sidings;
 - (c) they have the following improvements:
 - (i) a garage built in 1969 that is a 1,088 square foot, wood frame construction with metal-clad exterior and a sloped metal-clad roof;

- (ii) a Quonset built in 1970 that is 1,748 square feet with corrugated metal sides and a wood frame end;
 - (iii) a Quonset built in 1978 that is 1,120 square feet with corrugated metal sides and a wood frame end;
 - (d) they are zoned AG – Agricultural District.
39. At the Date of the Second Amended and Restated Receivership Order, the Inland Drive Property was being listed for sale with John Chung of RE/MAX. For the reasons described above with respect to the Sedley Property, the Receiver did not believe it was necessary to solicit listing proposals from new realtors, and continued the listing with RE/MAX.
40. On March 7, 2025, the Receiver Brunson Lawrek & Associates to provide a current appraisal of the Inland Drive Property (the “**Sedley Appraisal**”).
41. In June 2025, the Receiver received a verbal offer on Block D, which was substantially below the list price and appraisal price. As such, the offer was rejected.
42. On July 31, 2025, the Receiver reduced the list price to \$575,000.
43. On August 8, 2025, the Receiver received an offer from 55 North Management & Consulting Inc. (“**55 North**”).
44. On August 12, 2025, the Receiver countered the offer from 55 North. On August 13, 2025, the Receiver received a signed copy of the counteroffer from 55 North. The following conditions exist that will need to be waived prior to the Receiver obtaining court approval of the sale on or before October 31, 2025:
- (a) 55 North obtaining satisfactory confirmation from the RM of Sherwood No 159 that the property is suitable and permitted for the Buyer’s intended use; and
 - (b) 55 North being satisfied with the existing phase 1 environmental report provided by the Receiver.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

45. Attached as **Appendix B** to this Third Report is a copy of the Receiver's Interim Statement of Receipts and Disbursements. Total receipts were \$2,428,895 and total disbursements were \$1,576,933 resulting in \$851,962 being held in trust by the Receiver (the "**Trust Funds**").

CREDITOR MATTERS

Secured Creditor

46. As noted in the Receiver's Second Report, the Receiver has been provided with a legal opinion opining that CIBC's security is valid enforceable against the Companies' properties.
47. The Trust Funds include:
- (a) the net proceeds of the Receiver's sale of the Industrial Drive Property, which was owned by BHI, in accordance with the Industrial Drive SAVO; and
 - (b) the net proceeds of BHI's sale of the BHI Lots, the legal descriptions of which are as follows:
 - (i) Lot 28, Blk/Par 3 Plan B2867, Extension 0;
 - (ii) Lot 29, Blk/Par 3 Plan B2867, Extension 0;
 - (iii) Lot 30, Blk/Par 3 Plan B2867, Extension 0; and
 - (iv) Lot 31, Blk/Par 3 Plan B2867, Extension 0.
48. Neither the Receiver nor CIBC were aware that BHI owned the BHI Lots. The Receiver was alerted to their existence after receiving a tax enforcement notice from the Town of Sedley. Miller Thomson LLP ("**MT**") subsequently contacted the Receiver and advised of the potential sale of the BHI Lots, and the Receiver agreed to take no steps to intervene in relation to the same on BHI's agreement that the net sale proceeds would be paid to the Receiver.

49. A copy of the statement of adjustments for the sale of the BHI Lots is attached hereto as **Appendix C**. MT remitted \$18,935 (i.e., the net sale proceeds less the GST) to the Receiver following the closing of the transaction.
50. Attached hereto as **Appendix D** is a copy of the title to the Industrial Drive Property dated February 12, 2025 showing CIBC's mortgage and assignment of rents and a tax lien as the only interests registered against the property following the granting of the Interim Receivership Order. The tax lien was paid to facilitate the closing of the transaction, and as per paragraph 10 of the Industrial Drive SAVO, CIBC's mortgage interest attaches to the proceeds of the Industrial Drive sale with the same priority that it had prior to the transaction.
51. Attached hereto as **Appendix E** is a copy of a Saskatchewan Personal Property Registry Search dated February 12, 2025 showing CIBC as the only party to have registered a financing statement claiming a security interest in BHI's present and after-acquired personal property, which includes the net sale proceeds of the sale of the BHI Lots.

Priority Claims

CRA

52. CRA has filed a priority GST claim with the Receiver against CAII in the amount of \$24,235.
53. CRA has filed a priority source deduction claim with the Receiver against CAII in the amount of \$35,286.
54. Based on a review of BHI's most recent GST statement of account, the amount owing is \$4,026. CRA has not yet filed a claim for this amount, and the Receiver continues to correspond with CRA in respect of this potential priority claim.

Property Taxes

55. Ongoing property taxes have been paid by the Receiver, and all accounts are current as at the date of this Third Report.

Wage Earner Protection Program (“WEPP”)

56. The Receiver has sent out all required notices to former CAII employees.
57. The amount determined by the Receiver to be owing to Service Canada on account of its subrogated claim pursuant to section 36(1) of the Wage Earner Protection Program Act (Canada) is \$13,635 for its super priority claim, and \$50,589 for its unsecured claim. The Receiver has received a statement from Service Canada confirming these amounts, a copy of which is attached as **Appendix F** to this Third Report.

INTERIM DISTRIBUTION

58. As noted above, the Trust Funds total \$851,962. The Receiver is proposing an interim distribution (the “**Interim Distribution**”) as follows:
 - (a) \$13,635 to Service Canada to satisfy the WEPP priority claim against CAII;
 - (b) \$24,235 to CRA to satisfy the GST priority claim against CAII;
 - (c) \$35,286 to CRA to satisfy the source deduction priority claim against CAII;
 - (d) \$400,000 to CIBC an amount on account of its secured claim of over \$6 million; and
 - (e) \$378,806 to be held back for the estimated costs to complete the administration of the receivership proceedings.
59. The Receiver is of the view that the Interim Distribution is fair and reasonable in the circumstances, and respectfully requests the Interim Distribution be approved by the Court.

PROFESSIONAL FEES

60. Attached as **Appendix G** is a summary of the invoices of BDO, in its capacity as Receiver, for fees and disbursements incurred during the course of the proceedings for the period September 19, 2024 to July 31, 2025. BDO’s accounts for a total of \$297,938 in fees and disbursements, inclusive of GST.
61. The disbursements for the Receiver fees can be summarized as follows:

Junk removal	\$15,203
Payment to staff as contractors	11,251
Insurance	10,978
Repairs	8,756
Appraisal	6,100
Travel	6,214
Environmental phase 1 report	3,300
Accounting	3,032
Securing the property	1,438
Snow removal	<u>1,128</u>
Total	<u>\$67,400</u>

62. The fees charged by the BDO are based on the amount of professional time required at hourly billing rates, which vary depending upon the experience level and location of professionals involved. The average blended hourly rate charged by BDO in these proceedings for invoices issued to date is \$358 per hour. The rates charged by BDO are the standard rates and charges for engagements of this nature and are comparable to the rates charged for the provision of services by other professional firms providing specialized financial advisory services.
63. The Receiver is of the view that its fees and disbursements are fair and reasonable in the circumstances and have been duly rendered in response to the required and necessary duties of the Receiver in accordance with the provisions of the Receivership Order.
64. Attached as **Appendix H** is a summary of the invoices of the Receiver's legal counsel for fees and disbursements incurred at its standard rates during the course of the proceedings for the period September 19, 2024 to July 31, 2025. The accounts total \$95,810 in fees and disbursements inclusive of PST and GST.
65. The Receiver has reviewed the invoices rendered by its legal counsel and finds them reasonable and validly incurred in accordance with the provisions of the Receivership Order.
66. Copies of the invoices of the Receiver's legal counsel, which outline the dates the work was completed, the description of the work completed, the length of time taken to complete the work, and the names and rates of the individuals who completed the work, can be made available to the Court upon request.

RECOMMENDATIONS

67. Based on the matters outlined in this Third Report, the Receiver respectfully requests that this Honourable Court grant an order:

- (a) approving this Third Report, inclusive of the reported actions and activities of the Receiver detailed herein in respect of administering these receivership proceedings and the Receiver's Interim Statement of Receipts and Disbursements;
- (b) approving the payment of the legal fees of Cuelenaere LLP and directing Cuelenaere LLP to remit the residual Auction Proceeds to the Receiver;
- (c) approving the professional fees of the Receiver and its legal counsel;
- (d) approving the Interim Distribution; and
- (e) 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 13th day of August 2025.

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 – Cuelenaere LLP Invoice



CUELENAERE LLP

Suite 200 Nexus Building
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Saskatoon, SK S7K 2C3

1-306-653-5000
1-306-652-4171
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Custom Agricultural Intelligence Incorporated
PO Box 119
Sedley, SK S0G 4K0

December 2, 2024
Invoice No.: 319848
Our File No.: 162584-1
GST No.: 121547012RT

RE: CIBC Foreclosure

DATE	DESCRIPTION
19/07/24	Email from Lee Harris
16/08/24	Email from Kelsey McPhee
19/08/24	Email from Janine Lavoie
19/08/24	Email to Kelsey McPhee
19/08/24	Email to Client
22/08/24	Telephone Attendance on Client
23/08/24	Email from Janine Lavoie
26/08/24	Telephone Attendance on Client
27/08/24	Email from Lee Harris
28/08/24	Email to Client
28/08/24	Email from Lee Harris
28/08/24	Email from Client
28/08/24	Email from Mike Duggleby
28/08/24	Email to Mike Duggleby
28/08/24	Email from Client
28/08/24	Email from Janine Lavoie-Harding
28/08/24	Email to Janine Lavoie-Harding
28/08/24	Email from Client
28/08/24	Email to Client
29/08/24	Email to Client
29/08/24	Email from Janine Lavoie

**Appendix B – Receiver’s Interim Statement of Receipts and Disbursements for the Period
September 19, 2024 to August 13, 2025**

Custom Agriculture Intelligence Incorporated
Statement of Receipts and Disbursements
For the Period of September 19, 2024 to August 13, 2025

Receipts	CDNS
Sale of building and land	\$ 1,726,435
Sale of assets enblonc	696,935
Interest	5,307
Refunds	218
Total Receipts	2,428,895

Disbursements

Interim receivership fees:		
Interim receiver fees	53,857	
Interim receivership legal fees	<u>20,184</u>	74,041
Environmental clean up costs		373,343
Real property taxes		231,779
Receiver fees		216,906
Insurance		113,436
Legal fees		86,418
Repairs and maintenance		82,102
Realtor's commission		71,513
Utilities		67,723
GST paid		50,253
Auctioneer commission		38,264
Redemption of security		36,365
Contract labour		31,433
Accounting services		23,750
PST paid		19,886
Snow removal		17,461
Appraisal fees		11,100
Travel		10,672
Casual labor		8,400
Change of locks		4,498
Real property report		2,950
Consulting fees		2,135
Postage		1,708
Ascend license fee		325
Filing fees paid to Official Receiver		322
Miscellaneous		154
Total Disbursements		1,576,933

Funds held in trust	\$ 851,962
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Appendix C – Statement of Adjustments for BHI Lots

FINAL Vendor's Adjustments
BERMMAN HAVEN INCORPORATED
103 BROADWAY STREET, SEDLEY
Possession: June 25, 2025

SALE PRICE: \$ 30,500.00

PLUS:

GST @ 5% \$ 1,525.00

LESS:

REAL ESTATE COMMISSIONS \$ 3,330.00

Paid to Realty Hub Brokerage

Gross Commissions: \$ 3,000.00

GST @ 5% \$ 150.00

PST @ 6% \$ 180.00

PAYMENT FOR OUTSTANDING PROPERTY TAXES \$ 5,015.02

Payable to the Village of Sedley

STATEMENT OF ACCOUNT \$ 3,220.00

Paid to Miller Thomson LLP

NET SALE PROCEEDS: \$ 20,459.98

Total: \$ 32,025.00 \$ 32,025.00

Appendix D – Title to the Industrial Drive Property dated February 12, 2025

Province of Saskatchewan Land Titles Registry Title

Title #: 152437978

Title Status: Active

Parcel Type: Surface

Parcel Value: \$1,530,000.00 CAD

Title Value: \$1,530,000.00 CAD

Converted Title: 88R30926

Previous Title and/or Abstract #: 146616453

As of: 12 Feb 2025 13:38:36

Last Amendment Date: 04 Dec 2024 09:12:59.583

Issued: 13 Nov 2019 14:42:30.886

Municipality: RM OF SHERWOOD NO. 159

BERMMAN HAVEN INCORPORATED is the registered owner of Surface Parcel
#110859587

Reference Land Description: Lot 3 Blk/Par S Plan No 79R05960 Extension 0
As described on Certificate of Title 88R30926.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:

188022742

Mortgage

Value: \$1,600,000.00 CAD

Reg'd: 09 Jun 2020 13:13:57

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Canadian Imperial Bank of Commerce

1800 Hamilton Street

Regina, SK, Canada S4P 4K7

Client #: 136129114

Int. Register #: 124013191

Interest #:

188043419

Assignment of Rents

Value: N/A

Reg'd: 11 Jun 2020 13:56:54

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

Canadian Imperial Bank of Commerce

1800 Hamilton Street

Regina, SK, Canada S4P 4K7

Client #: 136129114

Int. Register #: 124017038

Interest #:

200636096

Tax Lien

Value: N/A

Appendix E – Saskatchewan Personal Property Registry Search dated February 12, 2025



Saskatchewan Personal Property Registry Search Result

Searching Party: McDougall Gauley LLP
Search Date: 12-Feb-2025 13:29:34
Search Type: Standard

Search #: 204658515
Client Reference: 539720.17CPF
Control #:

Search Criteria

Search By: Business Debtor Name

Business Name

BERMMAN HAVEN INCORPORATED

The following list displays all matches & indicates the ones that were selected.

1 Registration(s) Found: Exacts (1) - Similar (0)

Selected	Match	Reg #	Registration Type	Debtor Name	City	Enforcement Instruction Reg #
Yes	Exact	301943701	Personal Property Security Agreement	BERMMAN HAVEN INCORPORATED	Sedley	N/A

Appendix F – Service Canada Statement dated February 28, 2025

Wage Earner Protection Program (WEPP) - Estate Breakdown for Trustees
 Estate Number : 23-035281
 Business Name : Custom Agricultural Intelligence Incorporated

Protected - B



SIN	First Name	Last Name	Application Status	Pay Schedule					*Total Payments	Super Priority	Non-Secured
				Wages	Disbursement	Vacation	Termination	Severance			
693842213	FARHANA	AKTHER	Payment Issued	\$149.63	\$0.00	\$0.00	\$4,492.80	\$0.00	\$4,642.43	\$149.63	\$4,492.80
588594341	MONISOLA	ALASHI	Payment Issued	\$1,320.00	\$0.00	\$930.97	\$5,491.20	\$0.00	\$7,742.17	\$2,000.00	\$5,742.17
948097027	JUNLING	CHEN	Payment Issued	\$1,538.40	\$0.00	\$3,194.51	\$3,774.75	\$0.00	\$8,507.66	\$2,000.00	\$6,507.66
653064832	GABRIEL	DUMONTIER	Payment Issued	\$0.00	\$0.00	\$68.49	\$4,160.00	\$0.00	\$4,228.49	\$68.49	\$4,160.00
689391019	DIVYESHKUMAR	HALARI	Payment Issued	\$1,080.00	\$0.00	\$1,633.71	\$4,492.80	\$0.00	\$7,206.51	\$2,000.00	\$5,206.51
691159677	CHIKA	OCHUBA	Payment Issued	\$1,600.00	\$0.00	\$3,323.94	\$3,583.72	\$0.00	\$8,507.66	\$2,000.00	\$6,507.66
691156582	PATRICIA	OCHUBA	Payment Issued	\$1,080.00	\$0.00	\$834.30	\$4,492.80	\$0.00	\$6,407.10	\$1,914.30	\$4,492.80
748352911	KEVIN	TAYLOR	Payment Issued	\$1,120.00	\$0.00	\$188.04	\$4,659.20	\$0.00	\$5,967.24	\$1,308.04	\$4,659.20
696804715	VERNON VOLT	VENTURA	Payment Issued	\$1,080.00	\$0.00	\$1,919.75	\$4,492.80	\$0.00	\$7,492.55	\$2,000.00	\$5,492.55
949919880	SHUXIAN	ZHANG	Payment Issued	\$0.00	\$0.00	\$213.04	\$3,328.00	\$0.00	\$3,541.04	\$213.04	\$3,328.00

	Pay Schedule					*Total Payments	Super Priority	Non-Secured
	Wages	Disbursement	Vacation	Termination	Severance			
Total :	\$8,968.03	\$0.00	\$12,306.75	\$42,968.07	\$0.00	\$64,242.85	\$13,653.50	\$50,589.35

Note: *Actual payment.

Note: The data used for this report is refreshed once a day only.

Report (11.4.7B) Run: 2025/02/28 13:15:53 (Atlantic Time)

Note: Amounts do not reflect any dividend payments made to the account

Appendix G– Fees and Disbursements of the Receiver

Estate No.: 23-035281

Court No.: KBG-SA-01031-2024

BDO CANADA LIMITED
IN THE MATTER OF THE RECEIVERSHIP OF
CUSTOM AGRICULTURE INTELLIGENCE INCORPORATED, GREEN CHEM CONSULTANTS INC., BERMMAN MICRONUTRIENTS
INCORPORATED AND BERMMAN HAVEN INCORPORATED
INVOICE SUMMARY FOR THE PERIOD OF SEPTEMBER 19, 2024 to JULY 31, 2025

Date	Invoice #	Amount	Disbursements	Invoice (Net)	GST	Invoice (Total)
10-Jan-25	CINV3241145	57,620.50	31,027.66	88,648.16	4,140.80	92,788.96
11-Mar-25	CINV3317326	42,179.00	8,694.20	50,873.20	2,252.05	53,125.25
04-Apr-25	CINV3359275	27,897.00	1,149.69	29,046.69	1,452.33	30,499.02
05-Jun-25	CINV3467425	11,553.00	413.33	11,966.33	598.32	12,564.65
10-Jun-25	CINV3469545	20,976.00	16,359.54	37,335.54	1,866.78	39,202.32
02-Jul-25	CINV3494228	2,022.50	2,862.00	4,884.50	244.23	5,128.73
03-Jul-25	CINV3494256	39,744.00	3,687.65	43,431.65	2,171.58	45,603.23
03-Jul-25	CINV3494276	2,022.50	2,862.00	4,884.50	244.23	5,128.73
03-Jul-25	CINV3494321	57.50	-	57.50	2.88	60.38
03-Jul-25	CINV3559828	57.50	-	57.50	2.88	60.38
03-Jul-25	CINV3559829	12,776.00	344.00	13,120.00	656.00	13,776.00
Subtotal		216,905.50	67,400.07	284,305.57	13,632.06	297,937.63

Appendix H– Fees and Disbursements of the Receiver’s Legal Counsel

Estate No.: 23-035281
Court No.: KBG-SA-01031-2024

MCDougall Gauley LLP
LEGAL COUNSEL IN THE MATTER OF THE RECEIVERSHIP OF
CUSTOM AGRICULTURE INTELLIGENCE INCORPORATED, GREEN CHEM CONSULTANTS INC., BERMMAN MICRONUTRIENTS INCORPORATED
AND BERMMAN HAVEN INCORPORATED
INVOICE SUMMARY FOR THE PERIOD OF SEPTEMBER 19, 2024 to JULY 31, 2025

Date	Invoice #	Amount	Disbursements	Invoice (Net)	GST	PST	Invoice (Total)
30-Oct-24	731853	\$ 6,280.00	\$ -	\$ 6,280.00	\$ 314.00	\$ 376.80	\$ 6,970.80
28-Nov-24	734300	20,845.85	832.99	21,678.84	1,077.21	1,250.75	24,006.80
20-Feb-25	741422	17,282.00	350.61	17,632.61	876.65	1,036.92	19,546.18
31-Mar-25	744238	15,558.00	40.00	15,598.00	777.90	933.48	17,309.38
30-Apr-25	746549	5,579.50	269.56	5,849.06	289.21	334.77	6,473.04
26-Jun-25	750175	1,381.00	70.00	1,451.00	69.80	82.86	1,603.66
11-Aug-25	753058	2,617.50	-	2,617.50	130.88	157.05	2,905.43
Total		69,543.85	1,563.16	71,107.01	3,535.65	4,172.63	78,815.29
Miller Thomson Total		15,310.50	-	15,310.50	765.53	918.63	16,994.66
Total		<u>\$ 84,854.35</u>	<u>\$ 1,563.16</u>	<u>\$ 86,417.51</u>	<u>\$ 4,301.18</u>	<u>\$ 5,091.26</u>	<u>\$ 95,809.95</u>