

COURT FILE NUMBER QBG No. 1038 of 2021

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

JUDICIAL CENTRE SASKATOON

APPLICANT BANK OF MONTREAL

RESPONDENT NORMAN PRIOR NODWELL

DOCUMENT FIRST REPORT OF DELOITTE RESTRUCTURING
INC., IN ITS CAPACITY AS COURT APPOINTED
INTERIM RECEIVER OF NORMAN PRIOR
NODWELL

November 8, 2021

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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INTRODUCTION

1. On October 14, 2021 (the “**Date of Appointment**”), Deloitte Restructuring Inc. was appointed as Interim Receiver (the “**Interim Receiver**”), without security, of all the livestock, including all of the cattle and bison, and all of the feed and forage (collectively, the “**Property**”) of Norman Prior Nodwell (the “**Debtor**” or “**Mr. Nodwell**”) pursuant to an Order of the Court of Queen’s Bench for Saskatchewan (the “**Court**”) dated October 14, 2021 (the “**Interim Receivership Order**”). The Interim Receivership Order is attached hereto as Appendix A.
2. The Interim Receivership Order empowered, but did not obligate the Interim Receiver to, among other things, where the Interim Receiver considered it necessary or desirable:
 - (a) Take possession of and exercise control over the Property and any and all of the proceeds, receipts and disbursements arising therefrom;
 - (b) Receive, preserve, protect and maintain control of the Property;
 - (c) Report to, meet with, and discuss with such affected Persons (as defined in the Interim Receivership Order) as the Interim Receiver deems appropriate;
 - (d) Utilize money borrowed by the Interim Receiver to fund payment of the employee payroll obligations, wages, salaries, rent, insurance, utilities and other obligations determined by the Interim Receiver to be integral to the preservation of the Property; and
 - (e) Report to the Court and the creditors of the Debtor regarding the status of the business and financial affairs of the Debtor, including the Debtor’s assets, liabilities, accounts payable and other matters deemed relevant by the Interim Receiver.
3. The Interim Receivership Order provided for an initial stay of proceedings to and including November 13, 2021, or until further Order of the Court.
4. The purpose of this report (the “**First Report**”) is to inform the Court as to the following:
 - (a) Details of Mr. Nodwell’s assets and liabilities including the charges, security

interests, and encumbrances registered against the Property;

- (b) The status of various aspects of the Interim Receivership proceedings;
 - (c) The Interim Receiver's summary of the ongoing operations of the Debtor; and
 - (d) The Interim Receiver's comments on the Debtor's liquidity position.
5. As a result of the forgoing, and as further detailed below, the Interim Receiver is requesting and/or recommending that the following relief be granted by the Court:
- (a) Approval of the activities of the Interim Receiver since the Date of Appointment;
and
 - (b) An extension of the Interim Receivership Order to December 13, 2021.

TERMS OF REFERENCE

6. In preparing this First Report, the Interim Receiver has relied upon unaudited financial information, other information available to the Interim Receiver and, where available and appropriate, the Debtor's books and records and discussions with various parties.
7. The financial information of the Debtor has not been audited, reviewed or otherwise verified by the Interim 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 Debtor or the Debtor's financial position. Additionally, none of the Interim Receiver's procedures were intended to disclose defalcations or other irregularities. If the Interim Receiver were to perform additional procedures or to undertake an audit examination of the financial information in accordance with generally accepted auditing standards, additional matters may have come to the Interim Receiver's attention. Accordingly, the Interim Receiver does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Interim Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this First Report.

8. The Interim Receiver has prepared this First Report in connection with paragraph 3(k) of the Interim Receivership Order. The Interim 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 which any party makes of this First Report, or any reliance or decision to be made based on this First Report, is the sole responsibility of such party.
9. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.
10. Capitalized terms used in this First Report but not defined herein are as defined in the Interim Receivership Order.

BACKGROUND

11. As detailed in the Affidavit of Mathan Kumar dated October 12, 2021 (the “**Kumar Affidavit**”), Mr. Nodwell operates a mixed-use farming operation near Biggar, Saskatchewan, consisting of both cattle and bison husbandry.

Assets and liabilities

12. As at the Date of Appointment, Mr. Nodwell’s primary assets consisted of the following:
 - (a) Approximately 450 head of bison (the “**Bison Herd**”);
 - (b) Approximately 150 head of cattle (i.e. 75 cow/calf pairs) (the “**Cattle Herd**”);
 - (c) Thirteen (13) quarter sections of land;
 - (d) A 2017 Caterpillar 930M Wheel Loader (“**Cat Loader**”);
 - (e) A 2016 Polaris Sportsman 850SP (“**Polaris Sportsman**”)
 - (f) A feeding wagon (“**Feed Wagon**”);
 - (g) Approximately 1,250 bushels of feed pellets;
 - (h) Approximately forty-five (45) hay bales (approximately 1,200 lbs each); and

- (i) Other small tools and miscellaneous aged operating equipment.
13. A summary of Mr. Nodwell's major stakeholder groups is as follows:
- (a) Bank of Montreal (“**BMO**”) has secured debt of approximately \$2.2 million owing to it by Mr. Nodwell (as detailed in the Kumar Affidavit), comprising approximately \$2.1 million in outstanding principal and \$0.1 million in accrued interest;
 - (b) Agriculture and Agri-Food Canada has registered security in respect of certain cash advances issued under the “Advance Payments Program”, although the quantum of the outstanding debt obligation is unknown;
 - (c) Royal Bank of Canada may have registered security in respect of the Feed Wagon, although the quantum of the outstanding debt obligation is unknown;
 - (d) Caterpillar Financial Services Limited has registered security over the Cat Loader, although the quantum of the outstanding debt obligation is unknown;
 - (e) Affinity Credit Union has registered security over the Polaris Sportsman, and is owed approximately \$2,000;
 - (f) Duperow Co-operative Association has a registered judgment against Mr. Nodwell in the amount of approximately \$0.2 million;
 - (g) RM of Biggar #347 appears to be owed approximately \$25,000 on account of unpaid property taxes; and
 - (h) Various other unsecured creditors appear to be owed approximately \$110,000.

The Interim Receiver has not been apprised of any priority claims being asserted by Canada Revenue Agency as at the date of this First Report.

Ongoing Operations

14. As detailed in the Kumar Affidavit, on September 29, 2021 (prior to the Date of Appointment), BMO was advised by Animal Protection Services of the Government of

Saskatchewan (“**APS**”) that Mr. Nodwell was being investigated for an animal welfare concern, which investigation may lead to the animals being taken into protective custody by APS and disposed of in accordance with the *Animal Protection Act, 2018* (the “**Animal Protection Act**”). That same day, BMO was further advised by APS that they would be attending Mr. Nodwell’s farm (the “**Nodwell Farm**”) on or about October 1, 2021, to follow up on a previously issued Corrective Action Order (“**CAO**”) (dated September 24, 2021) (the “**September 24, 2021 CAO**”), provided in accordance with section 3(d) of the Animal Protection Act (which order, *inter alia*, required that the animals be provided with supplemental feed to improve body condition until such time as they were dispersed; any animals in distress were to be provided veterinary care or humanely euthanized; and an update be provided to APS with respect to animals sold and a plan for dispersal).

15. On October 13, 2021, Mr. Nodwell arranged for Eagle Creek Veterinary Services P.C. Ltd. (“**Eagle Creek**”) to evaluate the Bison Herd. The Eagle Creek report, attached hereto as Appendix B, noted, *inter alia*, the following:
 - (a) All animals were in thin condition, and all pastures had minimal grass present;
 - (b) No group of bison had any animals that needed euthanasia at the time, although all groups had thin animals, and each group had a few extremely thin animals with Body Condition Scoring (“**BCS**”) in the 0.5/5 range;
 - (c) All animals need access to hay/greenfeed;
 - (d) Mr. Nodwell should:
 - (i) consider supplementing pasture groups further with pellets to help increase BSC;
 - (ii) downsize the herd to drought tolerant levels (approximately 50% reduction required); and
 - (iii) purchase enough pellets and hay to supply winter feed for the bison and beef animals.

16. On the Date of Appointment, counsel for APS, Little & Company LLP (“**L&C**”), provided letter correspondence (the “**L&C Correspondence**”) to BMO’s counsel, MLT Aikins LLP (“**MLT Aikins**”), attached hereto as Appendix C. The L&C Correspondence advised that regardless of the Interim Receivership Order, the APS investigation into Mr. Nodwell would continue in accordance with the Animal Protection Act. The L&C Correspondence further advised that APS would be attending the Nodwell Farm on October 18, 2021, to follow up on the September 24, 2021 CAO (which was subsequently varied on October 4, 2021) (the “**October 4, 2021 Varied CAO**”). Appended to the L&C Correspondence was the October 4, 2021 Varied CAO and an inspection report from the Provincial Livestock Specialist (the “**PLS**”) dated October 4, 2021.

17. On the Date of Appointment, the Interim Receiver attended the Nodwell Farm and was advised by Mr. Nodwell of the following:
 - (a) The Cattle Herd was located in a community co-operative pasture (the “**Co-Op Pasture**”) spanning approximately five (5) sections of land. The Co-Op Pasture was comprised of three (3) members, one (1) of which was Mr. Nodwell, and had the capacity to house approximately 360 head of cattle (i.e. 180 cow/calf pairs).

 - (b) The Bison Herd was located in four (4) separate areas:
 - (i) Approximately 40 bison (the “**Distressed Animals**”) were located in a smaller penned area near the barn/corral site (the “**Barn Site**”);

 - (ii) Approximately 110 bison were located in a larger paddock area near the Barn Site;

 - (iii) Approximately 205 bison were located in an eight (8) quarter section pasture; and

 - (iv) Approximately 95 bison were located in a seven (7) quarter section pasture.

 - (c) Five (5) cows were in a corral at the Barn Site.

Given the expansive nature and rough terrain of the Co-Op Pasture in addition to the mixed ownership of the cattle located therein, the Interim Receiver was not able to physically count the Cattle Herd. However, the Interim Receiver was able to access the pastures and Barn Site to confirm the approximate quantity of the Bison Herd.

18. The Interim Receiver also attended the two (2) locations where feed was being stored: (i) approximately 1,250 bushels of feed pellets were housed in a grain bin near Mr. Nodwell's residence, and (ii) approximately forty-five (45) hay bales were stored at the Barn Site.
19. On October 18, 2021, APS attended at the Nodwell Farm to inspect the condition of the Bison Herd, and to follow up on Mr. Nodwell's compliance with the October 4, 2021 Varied CAO. At the conclusion of the inspection, APS issued two (2) identical CAOs: (i) to Mr. Nodwell (the "**October 18, 2021 Nodwell CAO**"), attached hereto as Appendix D, and (ii) to the Interim Receiver (the "**October 18, 2021 Interim Receiver CAO**"), attached hereto as Appendix E, instructing as follows:
 - (a) *You must follow all requirements outlined by the veterinarian;*
 - (b) *All animals must be provided veterinary care as needed and outlined;*
 - (c) *Confirmation of additional feed must be provided to APO Greke by 5PM Oct. 22nd, 2021;*
 - (d) *A detailed plan of dispersal (dates, invoices, bills of sale) must be provided to APO Greke by Oct. 29, 2021.*
20. On October 18, 2021, Dennis Will (DVM) ("**Mr. Will**"), the veterinarian which accompanied APS, issued a report detailing the veterinarian's requirements (the "**Veterinarian's Requirements**"), attached hereto as Appendix F, requesting that the following improvements be made:
 - (a) *Provide the bison with 2.5% per body weight of quality feed. For a 500 lb animal that is 12.5 lbs/day. For 750 lbs that is 18.75 lbs per day;*
 - (b) *Pelleted ration must be one suitable for bison;*

- (c) *Supply the animals with a suitable good quality hay;*
- (d) *The improvements must be monitored closely to ensure there is compliance;*
- (e) *Immediate action is required. Winter is only about 4 weeks away;*
- (f) *Hay and pellets must be made available to all animals and must be spread in different areas so all can access on all pastures;*
- (g) *Horses must not have access to bison rations. They must be fed suitable feed for horses;*
- (h) *Replacement feed should be on-site by Friday October 22, 2021 and must be fed to the animals on Friday;*
- (i) *One of the bulls requires veterinary attention for its feet; and*
- (j) *Two horses were eating wet moldy straw. They should not have access to this feed.*

21. As the Interim Receiver did not take possession or control of the Bison or Cattle Herds, the Interim Receiver was of the belief that the October 18, 2021 Interim Receiver CAO was issued in error by APS. After consulting with the Interim Receiver's legal counsel, McDougall Gauley LLP ("**McDougall Gauley**"), and after much discussion between L&C and McDougall Gauley, it was agreed that the Interim Receiver would provide an undertaking (the "**IR Undertaking**") to APS, attached hereto as Appendix G, agreeing, *inter alia*, to:

- (a) Provide APS with advance notice of any intention to take possession of the Bison Herd; and
- (b) Use best efforts to provide no less than three (3) days' notice of any intention to take possession.

22. The IR Undertaking was provided to APS on October 21, 2021, and APS cancelled the October 18, 2021 Interim Receiver CAO that same day. The APS cancellation letter (the

“**Cancellation Letter**”) is attached hereto as Appendix H.

23. Since the Date of Appointment, the Interim Receiver has been in daily contact with Mr. Nodwell to assist with sourcing and procuring feed, along with assessing various options to sell and liquidate the Bison and Cattle Herds. The Interim Receiver has provided weekly reporting to APS to apprise it of the remedial actions being taken by Mr. Nodwell to address the October 18, 2021 Nodwell CAO. The Interim Receiver’s updates dated October 21, 2021 and October 29, 2021 are attached hereto as Appendix I and Appendix J, respectively, and collectively detail the following:
- (a) 114 bales of hay were sourced and delivered between October 20, 2021 and October 27, 2021;
 - (b) JAG Investigations & Bailiff Services Ltd. (“**JAG**”) has been retained to attend the Nodwell Farm on a daily basis to witness the feeding of the Bison Herd and to report to the Interim Receiver;
 - (c) Eagle Creek attended the Nodwell Farm on October 28, 2021 to review Mr. Nodwell’s progress in respect of the Veterinarian’s Requirements; and
 - (d) Mr. Nodwell was to provide a detailed plan of dispersal to APS on October 29, 2021.
24. On October 29, 2021, the Interim Receiver was copied on e-mail correspondence Mr. Nodwell sent to APS (the “**October 29, 2021 Nodwell E-mail**”), attached hereto as Appendix K, detailing a proposed sale plan for the Bison and Cattle Herds (the “**Sale Plan**”), which included the following:
- (a) Mr. Nodwell planned to begin shipping all saleable bison to Vold Jones & Vold Auction Co. Ltd. (“**VJV**”) in Ponoka, Alberta for a sale on November 20, 2021;
 - (b) The bison shipments would commence at the start of November and be completed before November 19, 2021;
 - (c) The Cattle Herd (cows and calves) was to be sold to Miller Livestock in Grandora,

Saskatchewan as soon as the animals came in from pasture; and

- (d) Transportation for all livestock would be arranged with S. L. Livestock in Grandora, Saskatchewan.

25. The October 29, 2021 Nodwell E-mail also included the October 28, 2021 report from Eagle Creek, which detailed the following in response to the Veterinarian's Requirements:

- (a) The bull that Eagle Creek was asked to examine was full of feed and stiff moving on the back end, and appeared to have had a previous injury to the hind left limb causing a mild lameness. It was recommend that Mr. Nodwell cull the bull for slaughter value as it was unsound for breeding;
- (b) The bison to the north of the yard were visibly in better shape, full, and eating hay at the time; and
- (c) One of the horses had a grade 3/5 lameness on the right hind. If the lameness progressed or the horse's condition started to deteriorate, then euthanasia might be necessary, but no treatment was required at that time.

26. On November 2, 2021, APS again attended at the Nodwell Farm to inspect the condition of the Bison Herd, and to follow up on Mr. Nodwell's compliance with the October 18, 2021 Nodwell CAO. At the conclusion of the inspection, APS issued a follow up report and a varied CAO (collectively the "**November 2, 2021 Report and CAO**"), attached hereto as Appendix L, instructing as follows:

- (a) *Bison and cattle must be provided free choice hay – still spread out to avoid competition;*
- (b) *Pellet ration must be provided at 2lbs/day/ animal for 3 days (until Nov. 5th, 2021). Every second day increase by 1lb/day/animal (starting Nov. 6th, 2021). This should be until you are around 8 – 10 lbs/day/animal (adults);*
- (c) *Bison and cattle must be provided a 2:1 mineral fortified with trace minerals and*

vitamins – should be free choice;

- (d) All animals must be provided straw bedding;*
- (e) Windbreaks need to be provided wherever feeding and bedding is locating. Bedding for where they are resting;*
- (f) Group of 40 – 50 head in poor shape in corrals to be held back for the end to transport to enable them to gain additional weight and strength. Refer to Code of Practice for Transport for animals. Also refer to Code of Practice for bison – Sect 6.2 (pg. 35 – 37) especially for dominance and calves;*
- (g) Horses must have access to water to maintain them in a state of good health;*
- (h) Brown horse must be seen by a veterinarian by Nov. 5th, 2021; showing signs of discomfort when standing and walking. Follow all treatment options/requirements by veterinarian or humane euthanasia;*
- (i) Farrier work for both horses to be booked in by Nov. 16th, 2021;*
- (j) Provide APO Greke with invoices, dates of shipping, and feed as well as updates on progress for dispersal; and*
- (k) Bison and cattle must have access to water to maintain them in a state of good health. Water must be accessible and good quality. For the amount of animals there must be several sources to avoid competition.*

Further, according to the November 2, 2021 Report and CAO, APS's next onsite attendance at the Nodwell Farm is scheduled for November 16, 2021.

- 27. As at the date of this First Report, Mr. Nowdell continues efforts to address the items detailed in the November 2, 2021 Report and CAO, and to execute on the Sale Plan.
- 28. Since the granting of the Interim Receivership Order, Mr. Nodwell has cooperated with the Interim Receiver to provide all information being requested.
- 29. As at the date of this First Report, the Interim Receiver has borrowed \$100,000 under the

Court approved borrowing facility, and \$150,000 remains to be drawn upon if required to preserve the Property.

Insurance

30. Mr. Nodwell provided the Interim Receiver with a copy of his farm insurance policy, which included liability, property, feed, and farm equipment coverage (and no coverage on livestock). The policy expires on July 16, 2022, and Mr. Nodwell advised that the requisite premiums are paid on a quarterly basis, with the next installment of approximately \$1,712 due November 16, 2021 (which Mr. Nodwell intends to pay directly).

INTERIM RECEIVER'S ACTIVITIES

31. Since the Date of Appointment, the Interim Receiver has undertaken the following activities:
- (a) Attended on-site at the Nodwell Farm (on the Date of Appointment) and met with Mr. Nodwell;
 - (b) Conducted a physical count to ascertain the approximate quantum of the Bison Herd in the various pastures;
 - (c) Conducted a physical count of the feed pellets and the hay bales on hand;
 - (d) Retained JAG to assist with daily site visits to the Nodwell Farm;
 - (e) Sourced hay bales and feed pellets and facilitated transportation and payment of same;
 - (f) Corresponded with, and reported to, APS;
 - (g) Corresponded with two (2) cattle stockyards with respect to selling the Cattle Herd;
 - (h) Corresponded with four (4) auctioneers with respect to selling the Bison Herd;
 - (i) Corresponded with a private party interested in purchasing certain of the Bison Herd; and

- (j) Corresponded daily with Mr. Nodwell as to ongoing operations and a dispersal plan.
32. Given the nature of the operations and Mr. Nodwell's ongoing cooperation and involvement, the Interim Receiver did not take possession or control of the Property. Accordingly, no additional security measures have been implemented by the Interim Receiver.

STATUTORY COMPLIANCE

33. Paragraph 31 of the Interim Receivership Order stated that "*The Interim Receiver 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 a Receiver appointed pursuant to section 243 of the BIA would be required to send notice pursuant to section 245(1) of the BIA (the "Notice").*" Accordingly, on October 21, 2021, the Interim Receiver provided notice of these proceedings to all creditors identified by Mr. Nodwell.
34. In accordance with paragraph 34 of the Interim Receivership Order, on October 15, 2021, the Interim Receiver created a website (the "**Interim Receiver's Website**") to post periodic updates and progress of the Interim Receivership proceedings, materials filed in connection with these proceedings, and other relevant information. The address for the Interim Receiver's Website is www.insolvencies.deloitte.ca/ca-en/nodwell.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

35. As at the Date of Appointment, Mr. Nodwell advised that there was approximately \$14,000 held on deposit at Biggar Credit Union (the "**CU Funds**"). On October 18, 2021, Mr. Nodwell advised that only \$491.95 remained as the CU Funds were used for certain operating expenses (i.e. fuel, feed, transport costs, etc.). As at the date of this First Report, no accounting for the usage of the CU Funds has been provided to the Interim Receiver.
36. Attached hereto as Appendix M is a Statement of Receipts and Disbursements for the period October 14, 2021 to November 5, 2021. As noted above, the Interim Receiver has borrowed \$100,000 from the Court approved borrowing facility to assist with funding ongoing operations. As at the date of this First Report, total disbursements were \$44,553,

all of which related to the procurement and transportation of feed.

37. Given Mr. Nodwell's intention to liquidate the Bison and Cattle Herds in the near term, no cash flow forecast has been prepared. The Interim Receiver believes that with the residual funds available under the Court approved borrowing facility (i.e. \$150,000), and the proceeds to be realized from the sale of the Bison and Cattle Herds, there should be sufficient funds available to complete the Sale Plan for the Property.

INTERIM RECEIVER'S RECOMMENDATIONS

38. Based on the above, the Interim Receiver respectfully requests that the Court approve the activities of the Interim Receiver since the Date of Appointment.
39. As the Debtor has cooperated with the Interim Receiver since the Date of Appointment, and as the Interim Receiver continues to oversee the liquidation of the Property by the Debtor, the Interim Receiver respectfully requests that the Court approve the extension of the Interim Receivership Order to December 13, 2021, as requested by BMO.

All of which is respectfully submitted this 8th day of November 2021.

DELOITTE RESTRUCTURING INC.

In its capacity as Interim Receiver of
Norman Prior Nodwell,
and not in its personal capacity.



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

Appendix A – Interim Receivership Order

DUPLICATE
ORIGINAL

COURT FILE NUMBER QBG No 1038 of 2021

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

JUDICIAL CENTRE SASKATOON

APPLICANT BANK OF MONTREAL

RESPONDENT NORMAN PRIOR NODWELL

IN THE MATTER OF THE INTERIM RECEIVERSHIP OF NORMAN PRIOR NODWELL

Before the Honourable Mr. Justice G.A. Meschishnick in Chambers the 14 day of October, 2021.

Upon the application of Bank of Montreal ("BMO") in respect of Norman Prior Nodwell (the "Debtor"); and upon having read the Originating Application, the Affidavit of Mathan Kumar sworn October 12, 2021; the Affidavit of John Gabrysh sworn October 12, 2021; and upon reading the consent of Deloitte Restructuring Inc. to act as interim receiver ("Interim Receiver"); all filed;

The Court Orders:

SERVICE

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

APPOINTMENT

2. Pursuant to section 47(3)(b) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "BIA"), Deloitte Restructuring Inc. is hereby appointed as interim receiver, without security, of all of the Debtor's livestock, including all of the Debtor's cattle and bison, and all of the Debtor's feed and forage (collectively, the "Property").
- 2A. The appointment of the Interim Receiver under this Order shall continue in full force and effect until the first occurrence of either a receiver taking possession of the Property under section 243(2) of the BIA, a trustee taking possession of the Property under section 71 of the BIA, on expiry of 30 days after the day of this Order, or in accordance with further Order of this Court extending such appointment. If this Order is not extended by further Order of the Court or the Interim Receiver discharged in accordance with this section 2A, the Interim Receiver shall be automatically discharged (without further Order of the Court) at 11:59 p.m. on November 13, 2021.

INTERIM RECEIVER'S POWERS

3. The Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:
 - (a) to 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 relocating of Property to

safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to enter upon, occupy and use real property owned or leased by the Debtor, or real property to which the Debtor has access or over which the Debtor has control (collectively, the “**Real Property**”) including, without limitation:
- i. those portions of the Real Property comprising or containing livestock corrals, livestock chutes or pens or livestock handling facilities;
 - ii. those portions of the Real Property comprising pasture(s) and pastureland; and
 - iii. those portions of the Real Property comprising co-operative pastures, feedlots or livestock handling facilities (whether owned by the Debtor or owned by third parties) in which livestock owned by the Debtor are located or contained;

for the purpose of taking possession, exercising control, receiving, preserving, protecting, and maintaining control of the Property including, without limitation, using the Real Property for grazing of the Debtor’s livestock;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, legal counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver’s powers and duties including, without limitation, those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor in relation to the Property;
- (f) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver’s name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (g) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (h) 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 Interim Receiver, in the name of the Debtor;
- (i) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (j) to utilize money borrowed by the Interim Receiver to fund payment of any employee payroll obligations, wages, salaries, rent, insurance, utilities and other obligations determined by the Interim Receiver to be integral to the preservation of the Property;
- (k) to report to the Court and the creditors of the Debtor regarding the status of the business and financial affairs of the Debtor, including assets, liabilities, accounts payable and other matters deemed relevant by the Interim Receiver; and

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

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

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

4. (i) The Debtor, (ii) all of his current and former employees, agents, accountants, and legal counsel and all other persons acting on his instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Interim Receiver upon the Interim Receiver's request.
5. All Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Property, 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 relating to the Property of the Debtor, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto provided, however, that nothing in this paragraph 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 Interim Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
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 Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require, including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

NO PROCEEDINGS AGAINST THE PROPERTY

8. No Proceeding against or in respect of the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the 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 Debtor or an action, suit or proceeding that is taken in respect of the Debtor 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 Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that nothing in this paragraph shall; (i) exempt the Interim Receiver from compliance with statutory or regulatory provisions relating to health, safety or the environment; (ii) prevent the filing of any registration to preserve or perfect a mortgage or security interest; or (iii) 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 Debtor and the Interim Receiver.

NO INTERFERENCE WITH THE INTERIM 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 Debtor in relation to the Property, including, without limitation, insurance coverage, without written consent of the Interim Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services in relation to the Property, 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 Debtor, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Interim Receiver, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Interim Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

INTERIM RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments and other forms of payments received or collected by the Interim Receiver from and after the making of this Order from any source whatsoever, 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 Interim 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 Interim Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

14. (a) Notwithstanding anything in any federal or provincial law, the Interim Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Interim Receiver's appointment; or
 - (ii) after the Interim Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Interim Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts an Interim Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Interim Receiver to remedy any environmental condition or environmental damage affecting the Property, the Interim Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within ten (10) days after the order is made if no time is so specified, within ten (10) days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Interim Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within ten (10) days after the order is made or within ten (10) days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Interim Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
 - (iii) if the Interim Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

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

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

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

INTERIM RECEIVER'S ACCOUNTS

16. The Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements and the Interim Receiver and counsel to the Interim Receiver shall be entitled to, and are hereby granted, a charge (the "**Interim Receiver's Charge**") on the Property as security for such fees and disbursements both before and after the making of this Order in respect of these proceedings, and the Interim 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.
17. The Interim Receiver and its legal counsel shall pass their accounts from time to time.
18. Prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE INTERIM RECEIVERSHIP

19. The Interim Receiver shall be at liberty and is hereby empowered to borrow, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not at any time exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Interim Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Interim Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
20. Neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
21. The Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Interim Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
22. The monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Interim Receiver's Certificates.

ALLOCATION

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

GENERAL

24. The Interim Receiver may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
25. Nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtor.
26. Unless otherwise ordered by this Court, the Interim Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
27. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.
28. The Interim Receiver shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and for the recognition that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
29. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
30. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

NOTICE AND SERVICE

31. The Interim Receiver 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 a Receiver appointed pursuant to section 243 of the BIA would be required to send notice pursuant to section 245(1) of the BIA (the "**Notice**").
32. The Notice shall be deemed to have been received on the seventh day after mailing.
33. The Notice served pursuant to paragraph 31 above shall be accompanied by a cover letter in the form attached as Schedule "B" to this Order.
34. 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: www.insolvencies.deloitte.ca/en-ca/nodwell. Applications in respect of this matter may be made upon three days notice.

35. The failure of any Person to forward a Request for Electronic Service or a Request for Facsimile Service to the Service List Keeper shall release the Interim Receiver, the Applicant, and any other interested Person serving court materials in this matter from any requirement to provide further notice in respect of these proceedings to any such Person until such time as a properly completed request for such service is received from such Person by each of the counsel for the Interim Receiver and the Applicant.
36. The Applicant and the Interim Receiver shall be at liberty to serve the Notice on any other interested Person by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such Persons at their respective addresses as last shown on the records of the Applicant.

ISSUED at Saskatoon, Saskatchewan, this 14 day of October, 2021.


DEPUTY LOCAL REGISTRAR

This Order consented to this 14 day of October, 2021.

CUELENAERE LLP

Per: _____
Jay Watson, Solicitor for the Respondent,
Norman Prior Nodwell

This Order consented to this _____ day of October, 2021.

MLT AIKINS LLP

Per: _____
Jeffrey M. Lee, Q.C., and Shay Brehm,
Solicitors for the Applicant, Bank of Montreal

SCHEDULE "A"

INTERIM RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the interim receiver (the "**Interim Receiver**") of Norman Prior Nodwell's (the "**Debtor**") livestock, including cattle and bison, and feed and forage the (the "**Property**") appointed by Order of the Court of Queen's Bench of Saskatchewan (the "**Court**") issued the ____ day of October, 2021 (the "**Order**") made in action _____, has received as such Interim Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Interim Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act* (Canada) and the right of the Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at *.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Interim Receiver does not undertake any personal liability to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

Deloitte Restructuring Inc., solely in its capacity as Interim Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

SCHEDULE "B"

COVER LETTER OF DEMAND FOR NOTICE

[Date]

[Address]
[Address]
[Address]
[Address]

Attention:

RE: IN THE MATTER OF THE INTERIM RECEIVERSHIP OF NORMAN PRIOR NODWELL

An Interim Receiver has been appointed by Order of the Court of Queen's Bench for Saskatchewan over the livestock, including cattle and bison, and feed and forage of Norman Prior Nodwell. A copy of the Court Order appointing Deloitte Restructuring Inc. as Interim Receiver is posted on the Case Website at: www.insolvencies.deloitte.ca/en-ca/nodwell.

You may wish to monitor these proceedings. If you wish to do so, you may obtain up to date information respecting all court matters, including court applications and Interim Receiver's reports by accessing the Case Website at: www.insolvencies.deloitte.ca/en-ca/nodwell.

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. Bank of Montreal
c/o MLT Aikins LLP
Suite 1201 – 409 3rd Avenue S
Saskatoon, SK S7K 5R5
Attention: Carmen Balzer
Email: cbalzer@mltaikins.com
Fax: (306) 975-7145
2. Deloitte Restructuring Inc.
Suite 2300 – 360 Main St.
Winnipeg, MB R3C 4G1
Attention: Brent Warga
Email: bwarga@deloitte.ca

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. Bank of Montreal
c/o MLT Aikins LLP
Suite 1201 – 409 3rd Avenue S
Saskatoon, SK S7K 5R5
Attention: Carmen Balzer
Email: cbalzer@mltaikins.com
Fax: (306) 975-7145

2. Deloitte Restructuring Inc.
Suite 2300 – 360 Main St.
Winnipeg, MB R3C 4G1
Attention: Brent Warga
Email: bwarga@deloitte.ca

Re: In the Matter of the Interim Receivership of Norman Prior Nodwell

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

by email, at the following email address:

_____, or

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 34 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:	
Norman Prior Nodwell (the "Debtor")	
www.insolvencies.deloitte.ca/en-ca/nodwell	
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 Debtor)	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 *MLT Aikins LLP* <CBalzer@mltaikins.com>

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 www.insolvencies.deloitte.ca/en-ca/nodwell.
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 transmsion 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:	
Norman Prior Nodwell (the "Debtor")	
www.insolvencies.deloitte.ca/en-ca/nodwell	
Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Debtor)	Name: _____ Address: _____ _____ Facsimile number: _____
Date: (insert current date)	Date: _____

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

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

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

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO MLT Aikins LLP <Cbalzer@mltaikis.com>

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 www.insolvencies.deloitte.ca/en-ca/nodwell.
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:	
Norman Prior Nodwell (the "Debtor")	
www.insolvencies.deloitte.ca/en-ca/nodwell	
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 *MLT Aikins LLP* <Cbalzer@mltaikins.com>

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 MLT Aikins LLP. If you do not wish further notice of these proceedings (which includes service of all court documents) you may contact MLT Aikins LLP at Cbalzer@mltaikins.com, and ask to be removed.

Appendix B – October 13, 2021 Eagle Creek Veterinary Services Report



EAGLE CREEK VETERINARY SERVICES P.C. LTD.

Box 1238 ROSETOWN SK S0L 2V0

DR. COLTON MCALEER

306 831 8387

October 13, 2021

Norman Nodwell
Box 1320
Biggar SK S0K0M0

RE: Herd Visit

A herd visit was performed on October 13, 2021, during this visit a portion of the bison herd and a small group of calves were evaluated. All animals were in thin condition. All pastures had minimal grass present.

The 4 groups of bison were as follows:

- Group 1: ~45 weaned bison calves from 200lbs up to around 1 year of age(600lbs) in corral yard on east side of road
- Group 2: ~160-180 mixed cows and calves located north of the corral yard
- group 3: ~ 80- 100 mixed cows and calves south of the house on the west side of road
- Group 4: Mixed cows and calves (unknown number). in field east of road and south of corral yard. a small group was up by gate. the rest were further into the rough pasture and unable to be located
- There was a portion of the herd that had gotten out and was unable to be located.

No group of bison had any animals that needed euthanasia at this time. All groups had thin animals in the group. each group had a few extremely thin animals in BCS of 0.5/5 range:

- Group 1 : average BCS of 1/5 one small calf was weak stumbled a few times, each time it got up and rejoined the herd while running. If no improvement in 1 week the calf should be euthanised. Creep feeder present in pen, Owner has said they have been getting between 1500 - 2000lbs of pellets every 2 to 3 days (10-15lbs per head per day). 1 Hay bale and 1 green feed bale in pen
- Group 2 was in the best condition of the group with most animals in the 1.5/5 BCS and only a few 0.5/5 BCS animal. Two greenfeed bales were present in the pasture.
- Group 3 was quite thin, most animals were 1/5 BCS or lower. all animals up moving and grazing.
- Group 4 seemed to be similar to group 3 unable to get close enough to estimate average BCS. No feed present, some shrub and brush left for grazing , no substantial grass present in the pasture.

In feed yard there around 60 bales present about half poor quality hay and some greenfeed and straw. Bales were approximately 1100lbs. based at a 2 percent of body weight this is the equivalent of between 4 to 5 days based on 700, 1000lb animals at 2 percent body weight intake. This does not account for feed value.



EAGLE CREEK VETERINARY SERVICES P.C. LTD.

Box 1238 ROSETOWN SK S0L 2V0

DR. COLTON MCALEER

306 831 8387

In addition there was a small group of beef calves present in the barn yard numbering six calves, from 200 to 500lbs with one 1000lb steer and one 800lb steer. all calves were up playing around with access to a hay bale. owner said they get a large amount of pellets every few days until they are out then he tops them up again. No loose pellets were visible on the ground or the pen. There were other calves ranging around the outside of the pens 6 calves two cows all were less than BCS 2/5 the cows were in BCS 1/5.

Recommendations:

1. All animals need access to hay/greenfeed ad lib.
2. Bison calves need to continue to get 10 lbs of pellets per head per day. Beef calves should get similar levels.
3. Consider supplementing pasture groups further with pellets to help increase body condition score of pastured animals.
4. Downsize herd to drought tolerant levels- approximately 50% reduction required
5. Purchase enough pellets and hay to supply winter feed for the remaining bison herd and beef animals

Colton McAleer, DVM

Appendix C – October 14, 2021 Little & Company LLP Correspondence

October 14, 2021

MLT Aikins LLP
Suite 1201-409 3rd Avenue South
Saskatoon, Saskatchewan
S7K 5R5

Via Email: jmlee@mltaikins.com
sbrehm@mltaikins.com

Attention: Mr. Jeff Lee, Q.C.
Mr. Shay Brehm

Dear Sir/Madam:

Re: BMO v Nodwell, Norman – Interim Receivership

Thank you for providing a copy of the issued Interim Receivership Order. Please be advised that the investigation by Animal Protection Services of Saskatchewan Inc. (hereafter “APSS”) into the wellbeing of the animals in the care of Mr. Nodwell, now under the care of the Interim Receiver, remains ongoing. It is our position that the investigation into the welfare of these animals may continue by virtue of APSS being a regulatory body and carrying out duties and functions pursuant to the *Animal Protection Act, 2018*.

The animals are currently under a Corrective Action Order pursuant to section 13(3)(d) of the *Animal Protection Act, 2018*. Please be advised that follow up in relation to compliance with the Corrective Action Order is scheduled to occur on October 18, 2021. A copy of the Corrective Action Order amended October 4, 2021 and the Inspection Report from Murray Feist, Provincial Livestock Specialist, also dated October 4, 2021 is appended hereto for your records.

Kindly advise as to whether your office will be sending an agent in relation to this follow up inspection.

Thank you for your attention to this matter. We look forward to hearing from you in this regard.

Yours truly,

Little & Company LLP

Per:


Megan J. Bortis

Cc: Don Ferguson

don@animalprotectionservices.ca

File Number: S351SE21-F
Date: Sept 24, 2021
Time: 10:57am

CORRECTIVE ACTION ORDER

To: Norman Nodwell

The following animal(s) were found in distress contrary to the *Animal Protection Act, 2018*:

Bison + cattle

Section 2(2) of the *Animal Protection Act, 2018* defines an animal is in distress if it is:

"(a) deprived of:

- (i) food or water sufficient to maintain the animal in a state of good health;
- (ii) care or shelter; or
- (iii) veterinary care or medical attention;

(b) in need of reasonable protection from injurious heat or cold;

(c) wounded, ill, in pain, suffering, abused or neglected;

(d) kept in conditions that:

- (i) are unsanitary;
- (ii) will significantly impair the animal's health or well-being over time;
- (iii) cause the animal extreme anxiety or suffering; or
- (iv) contravene the prescribed standards, codes of practice or guidelines; or

(e) abandoned by its owner or by a person responsible for the animal in a manner that causes, or is likely to cause, distress resulting from any or all of the factors listed in this section."

You are hereby instructed to take the following steps to relieve the above animal(s) of their distress:

1) Animals must be provided supplemental feed to improve body conditions until such time as they can be dispersed.

2) Any animals that are considered in distress must be provided veterinary care or humanely euthanized.

3) Provide APO Greche updates on animals sold and a plan for disposal.

*VARIED Oct. 4th, 2021 - All animals must be supplemented based on what owner has on hand and for delivery @ 5.5 lb per head of pellets/day and incorporate hay as you get it in.

2) Have a veterinarian in for a herd health assessment. Calves must be assessed immediately before feed

3) Provide a comprehensive disposal plan to APO Greche No later than 6pm, incorporated.

The above steps must be taken by: October 1st, 2021 to Oct. 14th, 2021

4) Provide proof of delivery of pellets to APO Greche by 5pm, Oct. 4th, 2021.

Please note that failure to relieve the above animal(s) of their distress may result in seizure of the animal(s) and/or charges under the *Animal Protection Act, 2018* or the *Criminal Code of Canada*. You have the right to appeal this order under section 21 of the *Animal Protection Act, 2018*.

Officer S. Greche #114
Animal Protection Officer (print name and Badge No.)

N. P. Nodwell
Owner/Caregiver Signature

Animal Protection Officer Signature

Norman Nodwell
Biggar, Saskatchewan
APSS File#: S351SE21

Report by:
Murray Feist, M.Sc., P.Ag.
Provincial Livestock Specialist
Livestock Branch, Saskatchewan Ministry of Agriculture
E: murray.feist@gov.sk.ca
O: 306-933-6887
C: 306-630-9056

Inspection Date: October 4, 2021

Key Recommendations

1. There is no supplemental forage on site to sustain the bison for immediate and winter feeding timelines. Forage must be purchased for immediate use and subsequent winter feeding. For the reported 360 adults and 60 yearling bison on the premises, enough forage for 7 months of feeding should be procured. Each adult and yearling bison would require average of 3 bales weighing 1,200 pounds to sustain a feeding program from October end of March. The pasture is not in a condition to sustain further grazing by the bison.
2. Current bales on site should immediately be provided to the bison located on the north-west pasture as that group was observed to include more yearlings in lower scoring body condition.
3. Pellet or grain feeding can be implemented immediately depending on forage availability. Daily feed provision of pellets will depend on the quality of baled forage provided in the ration.
4. A veterinary assessment should be conducted on the bison held near the barn and handling facilities. Once a determination of health status has been diagnosed, a recovery feeding program utilizing forages and grains/pellets can be designed.
5. The animals should be examined for parasites and potential deworming program.
6. All ration designations are to be considered as initial estimates and future feeding programs will require more detailed determinations once feed has been procured and forage quality assessed.

Executive Summary

There were no adequate quantities of baled/preserved forages for immediate or winter feeding observed on the properties. Forages will have to be procured in adequate quantities to sustain the bison. For the majority of observed bison, the body condition score is adequate that if forage quality and quantity is sufficient, there may not be a need for supplemental pellet or grain feeding. However, procurement of enough bales could be a barrier. By estimation, a 1,200 pound forage bale should supply each adult bison for 47 days (including 15% waste) and each yearling bison for 68 days. By initial estimation, an estimated 1,327 bales weighing 1,200 pounds each would be required to sustain the bison herd this fall and winter without any pellet incorporation.

Based on observation, BCS of the adult cows and yearlings was adequate with the majority of the animals scoring 2.0 - 2.5 ± 0.5 out of 5.0 body score. All pastures were severely overgrazed, necessitating the need to start feeding supplemental hay and grain/pellets. The recommended feeding

program for the adult and yearling bison will be dictated by the forage quality provided. If a straw based or low quality hay is provided, the adult cows and yearlings would require 6 bales per day and fed pellets incrementally is 5-6 steps until 10.5 pounds of pellets/head/day is achieved. The initial purchase of 42 tonne of pellet would sustain the bison for 24 days, with subsequent 42 tonne deliveries adequate for 21 days of feeding. If a medium quality hay, greenfeed, regrowth forage or salvage crop (nutritionist input required) is provided, then feeding 10 bales of hay and 6 pounds of pellets per day would be required. A 42 tonne delivery of pellets would feed the bison for approximately 42 days when fed a medium quality hay. Pellet feeding level would depend on forage quality analysis and subsequent monitoring of body condition score. These requirements incorporate an early weaning of calves in October or November 2021. Early weaned calves would reduce nutrient demand on the dam and allow for easier maintenance requirements. If calves are maintained with the cows, then additional nutritional analysis and diet programs would need to be developed.

Fifteen to sixteen quarters of fenced pasture for the bison was severely overgrazed and had no carrying capacity left. The producer will have to implement a feeding program that incorporates supplemental forages, grains/pellets, minerals and vitamins; details to which would be finalized depending on forage quality provided. To reduce nutritional demands on the lactating females, it is recommended that the producer proactively engage in early weaning of the calves. The yearlings and two-year-old bison of both sexes were the lowest in all the pastured herds. To improve body condition score on the yearlings and two-year-olds, sorting by weight and sex should be considered with separate, targeted nutrition programs designed with the goal to improve body condition scores before winter, and for during the winter months prior to spring.

The bison that were sorted and held in pens near the barn and holding facility were of the lowest Body Condition Score (1.0 ± 0.5) of all bison observed and exhibited varying levels of emaciation and malnutrition. These bison should be examined by a veterinarian. Even with a properly designed nutrition program, it is doubtful that some of the bison would be able to survive the forthcoming winter.

Detailed Feeding Recommendations

- Assumptions:
 - There was a discrepancy in herd numbers with observed bison less than what is reported by the owner. Therefore, feeding recommendations will be based on the herd size suggested by the owner as it is a larger number of animals than personally observed.
 - The owner indicated 280 bison on the west side of the grid road and 280 bison on the east side of the grid road, each consisting of 175 adults, 75 calves and 30 yearlings.
 - The following programs assume that calves would be early weaned and sold the fall of 2021 to reduce nutrient demand on the dam.
 - The feeding recommendations are based on 350 adults, 60 yearlings, and 150 calves using the numbers provided by producer
 - The feeding recommendations are based on the producer's information that 42 tonne of pellets have been purchased for the bison, delivery date October 4 or 5, 2021.
 - A baled forage should be purchased for the bison. The pasture will not sustain the bison any longer and supplemental forage is required. The pellet feeding program and

subsequent recommendations will depend on the quality of supplemental forage provided to the bison.

- **IMPORTANT NOTE: The feeding programs are considering the adults and yearlings only for the immediate time period with minimal feed intake demands from calves. It can be assumed that 75 calves can possibly consume up to 110 pounds pellets/head/day and degree of forage consumed depending on quality. For simplicity and clarity, calf consumption of pellets and forages can be discussed later as degree of nursing will impact supplemental feed consumption required.**
- **A more detailed program can be developed once feed and forages have been purchased and quality identified.**

Ration Option 1.

Forage Only.

- Each adult and yearling bison will consume approximately 2.0% to 2.25% of body weight in forage dry matter (of medium protein and energy quality) from October to December. If body condition score and fat cover is adequate, dry matter intake will be 1.5 to 1.6% of body weight from late December to mid-March.
- For an 1,100 pound adult bison, forage intake will be 22-25 lbs dry matter per day from October to December and 18 pounds dry matter per day from late December to mid-March.
- For a 750 pound yearling bison, forage intake will be 14-16 lbs dry matter per day from October to December and 12 pounds dry matter per day from late December to mid-March.
- Feed Inventory Required:
 - Each adult would require 3460 pounds of forage for a 159 day feeding period.
 - Each yearling would require 2360 pounds of forage for a 159 day feeding period.
 - For 420 head of bison (360 adults, 60 yearlings) then 1,593,490 pounds of forage (including 15% waste) would be required
 - 723 tonne,
 - 1327 round bales weighing 1200 pounds

Ration Option 2.

Hay Quality = Poor (low protein, low energy, high fibre).

Example: mature grass hay, straw

- When fed a poor quality hay or straw, feed intake will be limited due to slow feed passage through the digestive system. A 1,000 pound bison would be able to consume a maximum of 14 pounds of low quality hay or straw per day.
 - For 350 bison adults and 60 bison yearlings, approximately 5 bales weighing 1,200 pounds be provided for consumption. (420 bison x 14 pounds/head/day = 5,880 pounds of low quality hay or straw).
 - Assuming 15% waste, 6 bales per day should be provided, or 180 bales per 30 day month.
 - Feed low quality hay or straw with low nutrient content will require energy and protein supplementation. Forage should be provided free choice with free choice minerals and vitamins
- The pellets should be introduced to each adult and yearling bison in steps 1 through 6 starting at 5.5 pounds per head per day. Attempts should be made to spread this pellet/grain over an area

to provide an opportunity for all bison to access the feed and prevent guarding and excessive feed consumption by few individuals that could lead to grain overload. This level of feeding should continue for 4 days. On day 5, the pellets should be increased by one pound per head (6.5 pounds per head per day) and maintained for 2 days. After 2 days, increase the pellet amount to 7.5 pounds per head per day and feed for 2 days. Repeat the increments by one pound after feeding for 2 days on each level until 10.5 pounds per head per day of pellets are achieved (Day 13). This level of 10.5 pounds per head per day should be maintained through winter and onto spring pasture.

- Provide vitamin and mineral supplements to meet manufactured instructions.
- In Steps 1 to 5 (day 11), the bison will have consumed 36,120 pounds pellets (16 tonne). Once the bison start Step 6 at 10.5 pounds per head per day, the bison should consume 4,410 pounds of pellets per day (2 tonne pellets per day).
- An initial purchase of 42 tonne (92,568 pound) of pellets will provide enough feed for the adult/yearling bison for 24 days (11 days step up program plus 13 days full feed at 10.5 lb/hd/d) when feed a poor quality hay or straw.
 - In total, the initial purchase of 42 tonne of pellets will provide the bison with enough feed for 24 days, from start of step-up program to full feed.
 - At 10.5 pounds per head per day, 360 adult and 60 yearling bison will consume 42 tonne (92,568 pounds) in 21 days.
 - If calves are early weaned and sold in mid-October to November 2021, then pellet consumption can be re-evaluated depending on body condition score responses.
 - If calves are not weaned until January or February 2022, the pellet consumption should remain at 10.5 pound/day or greater to allow for proper nutrition and maintain body condition score for winter months and last trimester of pregnancy.
- Extra feed should be provisioned for calf consumption and days on feed for pellets will be shorter than listed.

Ration Option 2.			
Forage Source: straw or poor quality, fibrous grass hay			
Pellet Feeding: 360 adults & 60 yearling bison			
Step	Date	Pellet Amount	Duration
Step 1	Day 1	5.5 lb/hd/d	4 days
Step 2	Day 5	6.5 lb/hd/d	2 days
Step 3	Day 7	7.5 lb/hd/d	2 days
Step 4	Day 9	8.5 lb/hd/d	2 days
Step 5	Day 11	9.5 lb/hd/d	2 days
Step 6	Day 13	10.5 lb/hd/d	Continue through winter and monitor body condition score

Ration Option 3.

Hay Quality = Medium (medium/average protein, & energy, moderate fibre).

Example: medium alfalfa/grass hay, cereal greenfeed, some salvage crops

- When fed a medium quality hay, greenfeed, crop regrowth or salvage crop, forage feed intake will NOT be limited in intake. Depending on protein and energy content in the forage, a 1,000

pound bison would be able to consume the majority of daily intake as forage with limited pellet feeding required.

- For 350 bison adults and 60 bison yearlings, approximately 9 bales per day weighing 1,200 pounds be provided (420 bison x 26 pounds/head/day = 10,920 pounds per day)
- Assuming 15% waste, approximately 10 bales per day or 300 bales per 30 day month is required.
- Depending on forage energy and protein content, feeding levels of the pellets will vary.
- Forage should be provided free choice with free choice minerals and vitamins
- The amount of pellets fed will depend on the energy content of the forage. A forage test at a testing laboratory would be required to accurately determine the amount of pellet fed.
- A medium quality grass hay consisting of 7-8% protein and 50% TDN may require 6 pounds of pellets per head per day fed throughout the wintering period.
 - For 350 bison adults and 60 bison yearlings, approximately 2,520 pounds of pellets per day (1 tonne per day) would be required. A 42 tonne delivery of pellets would last 420 bison 42 days.
 - Provide vitamin and mineral supplements to meet manufactured instructions.
- As energy content of the forage increases from 50% TDN dry matter, then fewer pellets would be required in the daily intake requirements, thereby 42 tonne of pellet could be fed over a longer period of time.
- If calves are early weaned in mid-October to November 2021, then pellet consumption can be reduced depending on body condition score responses.
- If calves are not weaned until January or February 2022, the pellet consumption should remain at 10.5 pound/day or greater to allow for proper nutrition and maintain body condition score for winter months and last trimester of pregnancy.

Ration Option 4.

Weaned Calves

- At time of weaning (either fall or mid-winter), the bison calves should be provided with free-choice access to medium to high quality long stemmed grass hay. Ideally the hay should be feed tested and contain 8-10% crude protein and 55-57% Total Digestible Nutrients (TDN) on a dry matter basis.
- A nutritionist should be consulted to determine an appropriate grain/supplement feeding strategy for weaned calved as determined by the forage quality.
- Weaned calves should be fed in a pen separate from adults with access suitable water, mineral and vitamin feed sources.

APPENDIX: Observation Note Summary for October 4, 2021

Pasture

- In total, there were 16 quarters of grazing pasture in moderately rolling hill terrain.
- All pastures were in extremely poor and overgrazed conditions. No feed or forage intake could be expected from pasture forages.
- There was no carrying capacity left on the pastures and supplemental feed for winter and likely the following spring/summer will be required.

Bison

There were four groups of bison observed. All body condition scores are based on visual assessment with no hands-on determinations. Two moderately sized bison herds were observed on the south-west and north-west pastures located on the west side of the grid road. One herd was observed on the North East side of the grid road. One herd was observed in the yard/barn/handling facility area.

- **South West Herd.** The south-west herd consisted of approximately 100 mature cows, 36-45 calves, several yearlings (male and female), several two-year-olds (male and female) and 4-5 breeding bulls.
 - Average Body Condition Score: 2.5 out of 5 (± 0.25), and possibly 3 out of 5 for some animals.
 - One bison cow was observed to be <1.0 BCS.
 - The calves were in adequate body condition score.
 - Pasture Condition: 0 out of 5
 - There were no salt or mineral blocks present near the bison located at the southern area of the pasture, but some blue cobalt salt blocks were placed to the north of the herd.
 - There was no evidence of pellet or supplemental forage feeding.
 - There was adequate surface water available for bison consumption.
 - Some cross-fencing was evident across the 8 quarters.
 - No suitable handling facilities were observed for the south-west herd.
 - The perimeter fence was an adequate with no evidence of pressure on the fence for escapes/grazing.
 - No grain/pellet feeders were observed to be located in the pasture.
- **North West Herd.** One herd was located on the north-west pasture, consisting of (by approximation) 27-30 mature cows, 13-17 calves, several yearlings (male and female), several two-year-old males (male and female). Several bison were observed moving behind a tree-line shelterbelt so accurate head numbers were not calculated. The owner had suggested to Animal Protection Officers that 65 adult bison and yearlings were held there.
 - Average Body Condition Score: 2.0 – 2.5 out of 5 (± 0.5).
 - Some yearlings and two-year-old bison were BCS = 1.0 – 1.5. This BCS is likely due to calving and lactation demands, breeding demand on bulls, and pecking order stress (bull). One bull would be graded at 1.0 BCS.
 - Pasture Condition: 0 out of 5.
 - There was no salt or mineral blocks observed.

- There was evidence of supplemental forage supplied to bison near the gate entrance. No supplemental forage was available to the bison at time of evaluation.
 - There was no water bowl observed, however, surface water was assumed to be located more a more northerly location in the pasture.
 - The fencing was adequate as 6 wire or page of adequate height. There was evidence of bison grazing through the wire outside of the pasture by ~2-3 feet.
 - When the vehicles approached the gate entrance to the pasture, the bison approached the area which has evidence of being a localized feeding area with supplemental forages (hay/straw).
 - Strategic gates and fencing would provide for movement of bison from the pasture to the yard and handling facility for supplemental feeding and herd management objectives.
 - The perimeter fence was an adequate with no evidence of pressure on the fence for escapes/grazing.
 - No grain/pellet feeders were observed to be located in the pasture.
- North East Herd. One herd was located on the north-east pasture. About 30 bison could be visually observed in the open areas between brushed growth.
 - Of the bison observed, the Body Condition Score is visually estimated at no less than 2.25 to 2.50 out of 5.
 - Pasture Condition: 0 out of 5.
 - There was no evidence of mineral, salt or vitamins.
 - There was no evidence of supplemental pellet or forage being provided.
 - The bison appeared to have access to surface water
 - The perimeter fence was an adequate with no evidence of pressure on the fence for escapes/grazing.
 - No grain/pellet feeders were observed to be located in the pasture.
- Yard Site Bison. One group was located on the yard-site near the barn and handling facility. This herd consisted of approximately 45-50 head of both sexes, 80% yearling and 20% two-year-old bison with one or two calves.
 - Many of the bison still carried last winter's hair coat.
 - Bison Body Condition Score: 1 to 1.25 ± 0.5 out of 5. This group had been sorted by the producer for poor body condition scores and are considered the lowest BCS of all the bison on the premise.
 - It is recommended that a veterinary assessment be made on this group for emaciation malnutrition, salvage value, and ability to be transported.
 - Approximately 2-3 poor quality hay and remainder of one canola straw bale had been/is provided for the bison. However, only a few animals were actively consuming any feed with approximately ½ the bison remaining in a lethargic, recumbent position upon approach to perimeter fencing.
 - Two molasses mineral tubs (red tubs) were located in the pens.
 - The bison had access to the alleyway and two watering bowls
 - Some concrete forms for grain/pellet feeders were distributed in the area outside of the penned area and could be placed in the pens for supplemental grain/pellet feeding.

Cattle

There was one group of cattle observed of mixed age. All body condition scores are based on visual assessment with no hands-on determinations. The group was observed in the yard/barn/handling facility area.

- A small group of approximately 16 beef animals were observed from the road.
- The beef animals had access to 2 bales of forage of unknown quality.
- No mineral or water availability was observed but it may have been available with a closer inspection.
- It was indicated that the producer had 150 head beef cattle, the majority of which were located in a nearby community pasture.

Baled Feed and Feed Equipment/Storage

There were 27 bales of forage located near the handling facility and barn on the west side of the grid road. No other supplemental forage supplies were immediately observed.

- The bales appeared to be poor quality ditch hay, some clovers and grasses.
- The weight of the bales would be approximately 1200 – 1300 pounds.
- Some of the bales appeared to contain baled canola straw.
- The hay is estimated to be of poor to very poor quality. Nutrient content was visually estimated to be 4-6% protein and 45-47% TDN dry matter.
- One mix-wagon and one free-choice grain feeder was observed in the yard, unused.
- The main sorting yard had no grain storage capabilities.
- The yard site located on the west side of the grid road had grain bins capable of storing feed grains or commercial pellets. An auger and assortment of tractors/equipment were located at this yard site.

Appendix D – October 18, 2021 Corrective Action Order (Norman Nodwell)

File Number: S35ISE21-F
Date: Oct. 18, 2021
Time: 7:29pm.

CORRECTIVE ACTION ORDER

To: Norman Nodwell.

The following animal(s) were found in distress contrary to the *Animal Protection Act, 2018*:

Appr. 450 head of bison
18 head of cattle
2 horses.

Section 2(2) of the *Animal Protection Act, 2018* defines an animal is in distress if it is:

“(a) deprived of:

- (i) food or water sufficient to maintain the animal in a state of good health;
- (ii) care or shelter; or
- (iii) veterinary care or medical attention;

(b) in need of reasonable protection from injurious heat or cold;

(c) wounded, ill, in pain, suffering, abused or neglected;

(d) kept in conditions that:

- (i) are unsanitary;
- (ii) will significantly impair the animal’s health or well-being over time;
- (iii) cause the animal extreme anxiety or suffering; or
- (iv) contravene the prescribed standards, codes of practice or guidelines; or

(e) abandoned by its owner or by a person responsible for the animal in a manner that causes, or is likely to cause, distress resulting from any or all of the factors listed in this section.”

Varied from previous CAO of Oct 4th, 2021.

You are hereby instructed to take the following steps to relieve the above animal(s) of their distress:

- (1) You must follow all requirements outlined by the veterinarian.
- (2) All animals must be provided veterinary care as needed and outlined.
- (3) Confirmation of additional feed must be provided to APO Gracie by 5 pm Oct. 22nd 2021.
- (4) A detailed plan of dispersal (dates/invoices/bills of sale) must be provided to APO Gracie by Oct 29, 2021

The above steps must be taken by: Oct. 29th, 2021 by 5pm - unless otherwise

CORRECTIVE ACTION ORDER

To: Norman Nodwell.

The following animal(s) were found in distress contrary to the *Animal Protection Act, 2018*:

Appr. 450 head of bison
18 head of cattle
2 horses.

Section 2(2) of the *Animal Protection Act, 2018* defines an animal is in distress if it is:

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- (i) food or water sufficient to maintain the animal in a state of good health;
- (ii) care or shelter; or
- (iii) veterinary care or medical attention;

(b) in need of reasonable protection from injurious heat or cold;

(c) wounded, ill, in pain, suffering, abused or neglected;

(d) kept in conditions that:

- (i) are unsanitary;
- (ii) will significantly impair the animal's health or well-being over time;
- (iii) cause the animal extreme anxiety or suffering; or
- (iv) contravene the prescribed standards, codes of practice or guidelines; or

(e) abandoned by its owner or by a person responsible for the animal in a manner that causes, or is likely to cause,

distress resulting from any or all of the factors listed in this section.”

Varied from previous CAO of Oct 4th, 2021.

You are hereby instructed to take the following steps to relieve the above animal(s) of their distress:

- (1) You must follow all requirements outlined by the veterinarian.
- (2) All animals must be provided veterinary care as needed and outlined
- (3) Confirmation of additional feed must be provided to APO Gracie by 5 pm Oct. 22nd 2021.
- (4) A detailed plan of dispersal (dates/invoices/bills of sale) must be provided to APO Gracie by Oct 29, 2021

The above steps must be taken by: Oct. 29th, 2021 by 5pm - unless otherwise stipulated

Please note that failure to relieve the above animal(s) of their distress may result in seizure of the animal(s) and/or charges under the *Animal Protection Act, 2018* or the Criminal Code of Canada. You have the right to appeal this order under section 21 of the *Animal Protection Act, 2018*.

Officer S Gracie #114
Animal Protection Officer (print name and Badge No.)

[Signature]
Owner/Caregiver Signature

Appendix E – October 18, 2021 Corrective Action Order (Interim Receiver)

File Number: S5515E21-F
Date: Oct. 18, 2021
Time: 7:29 PM

CORRECTIVE ACTION ORDER

To: Deloitte Restructuring Inc. as Interim Receiver of Norman Nodwell.

The following animal(s) were found in distress contrary to the *Animal Protection Act, 2018*:

Appr. 450 head of bison
18 head of cattle
2 horses.

Section 2(2) of the *Animal Protection Act, 2018* defines an animal is in distress if it is:

“(a) deprived of:

- (i) food or water sufficient to maintain the animal in a state of good health;
- (ii) care or shelter; or
- (iii) veterinary care or medical attention;

(b) in need of reasonable protection from injurious heat or cold;

(c) wounded, ill, in pain, suffering, abused or neglected;

(d) kept in conditions that:

- (i) are unsanitary;
- (ii) will significantly impair the animal’s health or well-being over time;
- (iii) cause the animal extreme anxiety or suffering; or
- (iv) contravene the prescribed standards, codes of practice or guidelines; or

(e) abandoned by its owner or by a person responsible for the animal in a manner that causes, or is likely to cause, distress resulting from any or all of the factors listed in this section.”

You are hereby instructed to take the following steps to relieve the above animal(s) of their distress:

- ① You must follow all requirements outlined by the veterinarian.
- ② All animals must be provided veterinary care as needed and outlined.
- ③ Confirmation of additional feed must be provided to APO Grehe by 5pm Oct. 22nd, 2021
- ④ A detailed plan of dispersal (dates/invoices/bills of sale) must be provided to APO Grehe by Oct. 29th, 2021.

The above steps must be taken by: Oct. 29th, 2021 by 5pm. - unless otherwise stipulated.

Please note that failure to relieve the above animal(s) of their distress may result in seizure of the animal(s) and/or charges under the *Animal Protection Act, 2018* or the Criminal Code of Canada. You have the right to appeal this order under section 21 of the *Animal Protection Act, 2018*.

Officer S. Grehe #114
Animal Protection Officer (print name and Badge No.)

[Signature]
Animal Protection Officer Signature

Refusal to sign
Owner/Caregiver Signature

Provided to John Fritz



Appendix F – October 18, 2021 Veterinarian’s Requirements Report

VETERINARIAN'S REQUIREMENTS

Subject(s) of Complaint: Norman Nobowell/DeLoitte Restocking Inc ^{receiver of NWV as it is in} Date of Inspection: Oct. 18/21

IMPROVEMENTS REQUIRED:

- ① A herd of bison in very poor body conditions
- ② Most were BCS 1
- ③ The Pasture is a negligible source of feed
- ④ The straw bales are wet + smell of mold
- ⑤ The hay is very coarse and negligible feed value
- ⑥ Two horses have laminitis + require veterinary care

Improvements required:

1. Provide the bison with 2.5% per body weight of quality feed. For a 500 lb animal that is 12.5 lbs of feed. For 750 lbs that is 18.75 lbs per day
2. Pelleted ration must be one suitable for bison
3. Supply the animals with a suitable good quality hay
4. The improvements must be monitored closely to ensure there is compliance
5. Immediate action is required. Winter is ~~to~~ only about 4 weeks away.
6. Hay + pellets must be made available to all animals and must be spread in different areas so all can access in all pastures.
7. Horses must not have access to bison ration. They must be fed feed Dennis will suitable for horses

Dennis Will D.V.M.

Dennis Will

Dennis Will

Veterinarian's Name (print)

Veterinarian's Signature

File Number: S3515E07-F

VETERINARIAN'S REQUIREMENTS

Subject(s) of Complaint: Norman Woodwell / Deloitte Restructuring Firm as interim Receiver
Date of Inspection: Oct 18/21

of W.N.

IMPROVEMENTS REQUIRED:

8. Replacement feeds should be on-site by Friday Oct 22/21 and must be fed to the animals on Friday.
9. One of the bulls requires veterinary attention for its feet.
10. Two horses were eat wet moldy straw. They should not have access to this feed.

Dennis Will
Veterinarian's Name (print)

Dennis Will
Veterinarian's Signature

Appendix G – October 21, 2021 Interim Receiver’s Undertaking

THIS UNDERTAKING made this 21st day of October, 2021

Between:

ANIMAL PROTECTION SERVICES OF SASKATCHEWAN INC.

And

**DELOITTE RESTRUCTURING INC.,
IN ITS CAPACITY AS INTERIM RECEIVER OF
NORMAN PRIOR NODWELL**

**UNDERTAKING OF DELOITTE RESTRUCTURING INC. IN ITS CAPACITY AS
INTERIM RECEIVER OF NORMAN PRIOR NODWELL**

WHEREAS:

1. Norman Prior Nodwell (hereafter “Nodwell”) is the owner of approximately 450 head of bison, 150 head of cattle and 2 horses (hereafter the “Animals”), and;
2. Animal Protection Services of Saskatchewan Inc. (hereafter “APSS”) is currently engaged in an investigation of the Animals owned by Nodwell under *The Animal Protection Act, 2018*, (hereafter the “*Act*”) which commenced on or about September 24, 2021, and;
3. Deloitte Restructuring Inc. has been appointed as Interim Receiver of Nodwell (hereafter “Deloitte”) by virtue of an Order granted in Chambers on the 14th day of October, 2021 by the Honorable Mr. Justice G.A. Meschishnick (the “Order”). A copy of the Order is appended hereto as **Schedule A**;

AND WHEREAS:

4. APSS has imposed a Corrective Action Order (hereafter “CAO”) pursuant to section 13(3)(d) of the *Act* against Deloitte dated October 18, 2021 relating to relief of distress of the Animals. A copy of the CAO is appended hereto as **Schedule B**;

5. Deloitte has agreed to enter in an Undertaking with APSS with the terms set out below, and APSS has agreed to rescind the CAO as against Deloitte, which CAO was incorrectly issued as Deloitte had not taken possession of the Animals, upon execution and receipt of this Undertaking.

UNDERTAKING:

6. Deloitte undertakes to provide APSS with advance notice of any intention to take possession of the Animals pursuant to paragraph 3(a) of the Order.
7. Deloitte undertakes to use its best efforts to provide no less than three (3) days' notice (unless exigent circumstances prevent such notice) of any intention to take possession as set out in paragraph 6 herein, and agrees to endeavor to provide as much notice as possible in the circumstances.
8. Deloitte certifies that the undersigned has the authority to bind Deloitte in regard to this Undertaking.

Per: **DELOITTE RESTRUCTURING INC.**
Solely in its capacity as Court
Appointed Interim Receiver of
Norman Prior Nodwell and not in its
personal capacity



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

DUPLICATE ORIGINAL

COURT FILE NUMBER **QBG No 1038 of 2021**

**COURT OF QUEEN’S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY**

JUDICIAL CENTRE **SASKATOON**

APPLICANT **BANK OF MONTREAL**

RESPONDENT **NORMAN PRIOR NODWELL**

IN THE MATTER OF THE INTERIM RECEIVERSHIP OF NORMAN PRIOR NODWELL

Before the Honourable Mr. Justice G.A. Meschishnick in Chambers the 14 day of October, 2021.

Upon the application of Bank of Montreal (“**BMO**”) in respect of Norman Prior Nodwell (the “**Debtor**”); and upon having read the Originating Application, the Affidavit of Mathan Kumar sworn October 12, 2021; the Affidavit of John Gabrysh sworn October 12, 2021; and upon reading the consent of Deloitte Restructuring Inc. to act as interim receiver (“**Interim Receiver**”); all filed;

The Court Orders:

SERVICE

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

APPOINTMENT

- 2. Pursuant to section 47(3)(b) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), Deloitte Restructuring Inc. is hereby appointed as interim receiver, without security, of all of the Debtor’s livestock, including all of the Debtor’s cattle and bison, and all of the Debtor’s feed and forage (collectively, the “**Property**”).

2A. The appointment of the Interim Receiver under this Order shall continue in full force and effect until the first occurrence of either a receiver taking possession of the Property under section 243(2) of the BIA, a trustee taking possession of the Property under section 71 of the BIA, on expiry of 30 days after the day of this Order, or in accordance with further Order of this Court extending such appointment. If this Order is not extended by further Order of the Court or the Interim Receiver discharged in accordance with this section 2A, the Interim Receiver shall be automatically discharged (without further Order of the Court) at 11:59 p.m. on November 13, 2021.

INTERIM RECEIVER’S POWERS

- 3. The Interim Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, and, without in any way limiting the generality of the foregoing, the Interim Receiver is hereby expressly empowered and authorized to do any of the following where the Interim Receiver considers it necessary or desirable:
 - (a) to 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 relocating of Property to

safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to enter upon, occupy and use real property owned or leased by the Debtor, or real property to which the Debtor has access or over which the Debtor has control (collectively, the “**Real Property**”) including, without limitation:
- i. those portions of the Real Property comprising or containing livestock corrals, livestock chutes or pens or livestock handling facilities;
 - ii. those portions of the Real Property comprising pasture(s) and pastureland; and
 - iii. those portions of the Real Property comprising co-operative pastures, feedlots or livestock handling facilities (whether owned by the Debtor or owned by third parties) in which livestock owned by the Debtor are located or contained;

for the purpose of taking possession, exercising control, receiving, preserving, protecting, and maintaining control of the Property including, without limitation, using the Real Property for grazing of the Debtor’s livestock;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, legal counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver’s powers and duties including, without limitation, those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor in relation to the Property;
- (f) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Interim Receiver’s name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (g) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (h) 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 Interim Receiver, in the name of the Debtor;
- (i) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (j) to utilize money borrowed by the Interim Receiver to fund payment of any employee payroll obligations, wages, salaries, rent, insurance, utilities and other obligations determined by the Interim Receiver to be integral to the preservation of the Property;
- (k) to report to the Court and the creditors of the Debtor regarding the status of the business and financial affairs of the Debtor, including assets, liabilities, accounts payable and other matters deemed relevant by the Interim Receiver; and

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

and in each case where the Interim Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

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

4. (i) The Debtor, (ii) all of his current and former employees, agents, accountants, and legal counsel and all other persons acting on his instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Interim Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Interim Receiver upon the Interim Receiver's request.
5. All Persons shall forthwith advise the Interim Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the Property, 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 relating to the Property of the Debtor, and shall provide to the Interim Receiver or permit the Interim Receiver to make, retain and take away copies thereof and grant to the Interim Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto provided, however, that nothing in this paragraph 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 Interim Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
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 Interim Receiver for the purpose of allowing the Interim Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Interim Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Interim Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Interim Receiver with all such assistance in gaining immediate access to the information in the Records as the Interim Receiver may in its discretion require, including providing the Interim Receiver with instructions on the use of any computer or other system and providing the Interim Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

NO PROCEEDINGS AGAINST THE PROPERTY

8. No Proceeding against or in respect of the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the 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 Debtor or an action, suit or proceeding that is taken in respect of the Debtor 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 Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that nothing in this paragraph shall; (i) exempt the Interim Receiver from compliance with statutory or regulatory provisions relating to health, safety or the environment; (ii) prevent the filing of any registration to preserve or perfect a mortgage or security interest; or (iii) 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 Debtor and the Interim Receiver.

NO INTERFERENCE WITH THE INTERIM 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 Debtor in relation to the Property, including, without limitation, insurance coverage, without written consent of the Interim Receiver or leave of this Court.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services in relation to the Property, 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 Debtor, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Interim Receiver, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Interim Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Interim Receiver, or as may be ordered by this Court.

INTERIM RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments and other forms of payments received or collected by the Interim Receiver from and after the making of this Order from any source whatsoever, 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 Interim 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 Interim Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

14. (a) Notwithstanding anything in any federal or provincial law, the Interim Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Interim Receiver's appointment; or
 - (ii) after the Interim Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Interim Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts an Interim Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Interim Receiver to remedy any environmental condition or environmental damage affecting the Property, the Interim Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within ten (10) days after the order is made if no time is so specified, within ten (10) days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Interim Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within ten (10) days after the order is made or within ten (10) days after the appointment of the Interim Receiver, if the order is in effect when the Interim Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Interim Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
 - (iii) if the Interim Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

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

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

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

INTERIM RECEIVER'S ACCOUNTS

16. The Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements and the Interim Receiver and counsel to the Interim Receiver shall be entitled to, and are hereby granted, a charge (the "**Interim Receiver's Charge**") on the Property as security for such fees and disbursements both before and after the making of this Order in respect of these proceedings, and the Interim 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.
17. The Interim Receiver and its legal counsel shall pass their accounts from time to time.
18. Prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE INTERIM RECEIVERSHIP

19. The Interim Receiver shall be at liberty and is hereby empowered to borrow, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not at any time exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Interim Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Interim Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
20. Neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
21. The Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Interim Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
22. The monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Interim Receiver's Certificates.

ALLOCATION

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

GENERAL

24. The Interim Receiver may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
25. Nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtor.
26. Unless otherwise ordered by this Court, the Interim Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
27. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.
28. The Interim Receiver shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and for the recognition that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
29. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
30. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Interim Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

NOTICE AND SERVICE

31. The Interim Receiver 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 a Receiver appointed pursuant to section 243 of the BIA would be required to send notice pursuant to section 245(1) of the BIA (the "**Notice**").
32. The Notice shall be deemed to have been received on the seventh day after mailing.
33. The Notice served pursuant to paragraph 31 above shall be accompanied by a cover letter in the form attached as Schedule "B" to this Order.
34. 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: www.insolvencies.deloitte.ca/en-ca/nodwell. Applications in respect of this matter may be made upon three days notice.

35. The failure of any Person to forward a Request for Electronic Service or a Request for Facsimile Service to the Service List Keeper shall release the Interim Receiver, the Applicant, and any other interested Person serving court materials in this matter from any requirement to provide further notice in respect of these proceedings to any such Person until such time as a properly completed request for such service is received from such Person by each of the counsel for the Interim Receiver and the Applicant.
36. The Applicant and the Interim Receiver shall be at liberty to serve the Notice on any other interested Person by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such Persons at their respective addresses as last shown on the records of the Applicant.

ISSUED at Saskatoon, Saskatchewan, this 14 day of October, 2021.


DEPUTY LOCAL REGISTRAR

This Order consented to this 14 day of October, 2021.

CUELENAERE LLP

Per: _____
Jay Watson, Solicitor for the Respondent,
Norman Prior Nodwell

This Order consented to this _____ day of October, 2021.

MLT AIKINS LLP

Per: _____
Jeffrey M. Lee, Q.C., and Shay Brehm,
Solicitors for the Applicant, Bank of Montreal

SCHEDULE "A"

INTERIM RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the interim receiver (the "**Interim Receiver**") of Norman Prior Nodwell's (the "**Debtor**") livestock, including cattle and bison, and feed and forage the (the "**Property**") appointed by Order of the Court of Queen's Bench of Saskatchewan (the "**Court**") issued the ____ day of October, 2021 (the "**Order**") made in action _____, has received as such Interim Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Interim Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act* (Canada) and the right of the Interim Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at *.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Interim Receiver does not undertake any personal liability to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

Deloitte Restructuring Inc., solely in its capacity as Interim Receiver of the Property, and not in its personal capacity

Per: _____
Name:
Title:

SCHEDULE "B"

COVER LETTER OF DEMAND FOR NOTICE

[Date]

[Address]
[Address]
[Address]
[Address]

Attention:

RE: IN THE MATTER OF THE INTERIM RECEIVERSHIP OF NORMAN PRIOR NODWELL

An Interim Receiver has been appointed by Order of the Court of Queen's Bench for Saskatchewan over the livestock, including cattle and bison, and feed and forage of Norman Prior Nodwell. A copy of the Court Order appointing Deloitte Restructuring Inc. as Interim Receiver is posted on the Case Website at: www.insolvencies.deloitte.ca/en-ca/nodwell.

You may wish to monitor these proceedings. If you wish to do so, you may obtain up to date information respecting all court matters, including court applications and Interim Receiver's reports by accessing the Case Website at: www.insolvencies.deloitte.ca/en-ca/nodwell.

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. Bank of Montreal
c/o MLT Aikins LLP
Suite 1201 – 409 3rd Avenue S
Saskatoon, SK S7K 5R5
Attention: Carmen Balzer
Email: cbalzer@mltaikins.com
Fax: (306) 975-7145
2. Deloitte Restructuring Inc.
Suite 2300 – 360 Main St.
Winnipeg, MB R3C 4G1
Attention: Brent Warga
Email: bwarga@deloitte.ca

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. Bank of Montreal
c/o MLT Aikins LLP
Suite 1201 – 409 3rd Avenue S
Saskatoon, SK S7K 5R5
Attention: Carmen Balzer
Email: cbalzer@mltaikins.com
Fax: (306) 975-7145

2. Deloitte Restructuring Inc.
Suite 2300 – 360 Main St.
Winnipeg, MB R3C 4G1
Attention: Brent Warga
Email: bwarga@deloitte.ca

Re: In the Matter of the Interim Receivership of Norman Prior Nodwell

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

by email, at the following email address:

_____, or

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 34 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:	
Norman Prior Nodwell (the "Debtor")	
www.insolvencies.deloitte.ca/en-ca/nodwell	
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 Debtor)	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 *MLT Aikins LLP* <CBalzer@mltaikins.com>

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 www.insolvencies.deloitte.ca/en-ca/nodwell.
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 transmsion 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:	
Norman Prior Nodwell (the "Debtor")	
www.insolvencies.deloitte.ca/en-ca/nodwell	
Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Debtor)	Name: _____ Address: _____ _____ Facsimile number: _____
Date: (insert current date)	Date: _____

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

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

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

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO MLT Aikins LLP <Cbalzer@mltaikis.com>

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 www.insolvencies.deloitte.ca/en-ca/nodwell.
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: Norman Prior Nodwell (the "Debtor") www.insolvencies.deloitte.ca/en-ca/nodwell	
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 MLT Aikins LLP <Cbalzer@mltaikins.com>

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 MLT Aikins LLP. If you do not wish further notice of these proceedings (which includes service of all court documents) you may contact MLT Aikins LLP at Cbalzer@maitaikins.com, and ask to be removed.

File Number: S5515E21-F
Date: Oct. 18, 2021
Time: 7:29 PM

CORRECTIVE ACTION ORDER

To: Deloitte Restructuring Inc. as Interim Receiver of Norman Nodwell.

The following animal(s) were found in distress contrary to the *Animal Protection Act, 2018*:

- Appr. 450 head of bison
- 18 head of cattle
- 2 horses.

Section 2(2) of the *Animal Protection Act, 2018* defines an animal is in distress if it is:

“(a) deprived of:

- (i) food or water sufficient to maintain the animal in a state of good health;
- (ii) care or shelter; or
- (iii) veterinary care or medical attention;

(b) in need of reasonable protection from injurious heat or cold;

(c) wounded, ill, in pain, suffering, abused or neglected;

(d) kept in conditions that:

- (i) are unsanitary;
- (ii) will significantly impair the animal’s health or well-being over time;
- (iii) cause the animal extreme anxiety or suffering; or
- (iv) contravene the prescribed standards, codes of practice or guidelines; or

(e) abandoned by its owner or by a person responsible for the animal in a manner that causes, or is likely to cause, distress resulting from any or all of the factors listed in this section.”

You are hereby instructed to take the following steps to relieve the above animal(s) of their distress:

- 1) You must follow all requirements outlined by the veterinarian.
- 2) All animals must be provided veterinary care as needed and outlined.
- 3) Confirmation of additional feed must be provided to APO Grehe by 5pm Oct. 22nd, 2021
- 4) A detailed plan of dispersal (dates/invoices/bills of sale) must be provided to APO Grehe by Oct. 29th, 2021.

The above steps must be taken by: Oct. 29th, 2021 by 5pm. - unless otherwise stipulated.

Please note that failure to relieve the above animal(s) of their distress may result in seizure of the animal(s) and/or charges under the *Animal Protection Act, 2018* or the Criminal Code of Canada. You have the right to appeal this order under section 21 of the *Animal Protection Act, 2018*.

Officer S. Grehe #114
Animal Protection Officer (print name and Badge No.)

[Signature]
Animal Protection Officer Signature

Refusal to sign
Owner/Caregiver Signature

Provided to John Fritz



Appendix H – October 21, 2021 Corrective Action Order Cancellation Letter



Animal Protection Services

SASKATCHEWAN

October 21, 2021

Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB R3C 3Z3

Dear John R Fritz of Deloitte Restructuring Inc,

Re: Deloitte Restructuring Inc Interim Receiver of Norman Prior Nodwell

After having received the undertaking from Deloitte Restructuring Inc in accordance with section 13(8)(3)(a) of *The Animal Protection Act, 2018* the Corrective Action Order issued on October 18, 2021, is cancelled.

Please let me know if you have any further questions or concerns.

Sincerely,

Stacey Greke #114

Animal Protection Officer
Animal Protection Services of Saskatchewan

File Number: S3575E21-F
Date: Oct. 18, 2021
Time: 7:29 pm

CORRECTIVE ACTION ORDER

To: Deloitte Restructuring Inc. as Interim Receiver of Norman Nodwell.

The following animal(s) were found in distress contrary to the *Animal Protection Act, 2018*:

Appr. 450 head of bison
18 head of cattle
2 horses.

Section 2(2) of the *Animal Protection Act, 2018* defines an animal is in distress if it is:

“(a) deprived of:

- (i) food or water sufficient to maintain the animal in a state of good health;
- (ii) care or shelter; or
- (iii) veterinary care or medical attention;

(b) in need of reasonable protection from injurious heat or cold;

(c) wounded, ill, in pain, suffering, abused or neglected;

(d) kept in conditions that:

- (i) are unsanitary;
- (ii) will significantly impair the animal’s health or well-being over time;
- (iii) cause the animal extreme anxiety or suffering; or
- (iv) contravene the prescribed standards, codes of practice or guidelines; or

(e) abandoned by its owner or by a person responsible for the animal in a manner that causes, or is likely to cause, distress resulting from any or all of the factors listed in this section.”

Cancelled
Oct 21, 2021

You are hereby instructed to take the following steps to relieve the above animal(s) of their distress:

- ① You must follow all requirements outlined by the veterinarian.
- ② All animals must be provided veterinary care as needed and outlined.
- ③ Confirmation of additional feed must be provided to APO Grehe by 5pm Oct. 22nd, 2021
- ④ A detailed plan of dispersal (dates/invoices/bills of sale) must be provided to APO Grehe by Oct. 29th, 2021.

The above steps must be taken by: Oct. 29th, 2021 by 5pm. - unless otherwise stipulated.

Please note that failure to relieve the above animal(s) of their distress may result in seizure of the animal(s) and/or charges under the *Animal Protection Act, 2018* or the Criminal Code of Canada. You have the right to appeal this order under section 21 of the *Animal Protection Act, 2018*.

Officer S. Grehe #114
Animal Protection Officer (print name and Badge No.)

[Signature]
Animal Protection Officer Signature

Owner/Caregiver Signature

Refusal to sign.
Provided to John Fritz.

Appendix I – October 21, 2021 Animal Protection Services Update

From: [Fritz, John](#)
To: stacey@animalprotectionservices.ca
Cc: [Warga, Brent](#)
Subject: Norman Nodwell
Date: Thursday, October 21, 2021 5:06:32 PM
Attachments: [21-10-21 APSS N. Nodwell Update.pdf](#)

Stacey,

Further to the Corrective Action Order and Veterinarian's Requirements which were provided to Norman Nodwell by Animal Protection Services of Saskatchewan Inc. on October 18, 2021, please find a brief update with supporting documents attached.

Following your review, should a call be helpful to discuss, please advise when is convenient and I will circulate a conference call invitation.

Regards,

John R. Fritz LIT

Deloitte | Financial Advisory

2300 – 360 Main Street

Winnipeg, MB R3C 3Z3

Phone: (204)942-0051 | Fax: (204)947-2689

www.deloitte.ca

**Animal Protective Services of Saskatchewan ("APSS")
Directions to N. Nodwell per October 18, 2021 Site Visit**

(A) Corrective Action Order:

#	Direction	Deadline	Status
1	You must follow all requirements outlined by the veterinarian	October 29, 2021 @ 5:00 p.m.	- See below
2	All animals must be provided veterinary care as needed and outlined	October 29, 2021 @ 5:00 p.m.	- See below
3	Confirmation of additional feed must be provided to APO Greke by 5:00 p.m. Oct. 22nd, 2021	October 22, 2021 @ 5:00 p.m.	- 38 square alfalfa bales (1,400 - 1,480 lbs) were delivered on Oct. 20, 2021 (see bale and freight invoices), and feeding thereof commenced on the same date; - JAG Investigations & Bailiff Services Ltd. ("JAG") has been retained by the Interim Receiver. T. Carefoot, JAG's local agent, attended to observe delivery and feeding (Oct. 20, 2021 report attached); - Approximately 38 additional square hay (alfalfa) bales (1,400 - 1,480 lbs) are expected to be shipped and received on Oct. 26, 2021; - 42 MTs of pellets have been ordered from Lackawanna Products Corp. (in Zenon Park, SK), and are expected to be delivered on or before Oct. 27, 2021.
4	A detailed plan of dispersal (dates, invoices, bills of sale) must be provided to APO Greke by Oct. 29, 2021	October 29, 2021 @ 5:00 p.m.	- Private sale to Nebraska Bison is being pursued by N. Nodwell; - Estimated 200 - 250 bison may be purchased; - McDougall Auctions attended onsite on Oct. 21, 2021 in order to submit a fulsome auction proposal; - On Oct. 20, 2021, Ritchie Bros. was requested to provide a fulsome auction proposal as well.

(B) Veterinarian's (Dennis Will) Requirements (commentary excluded, only action items identified below):

#	Direction	Deadline	Status
1	Two horses have laminitis and require veterinary care	October 29, 2021 @ 5:00 p.m.	- Eagle Creek Veterinary Services scheduled to attend site on Oct. 28, 2021.
2	Provide the bison with 2.5% per body weight of quality feed: For a 500 lb. animal that is 12.5 lbs/day. For 750 lbs that is 18.75 lbs per day.	October 29, 2021 @ 5:00 p.m.	- N. Nodwell advised he is complying with these requirements and feeding is sufficient such that there is surplus feed remaining after the bison have fed.
3	Pelleted ration must be one suitable for bison	October 29, 2021 @ 5:00 p.m.	- N. Nodwell advised pelleted ration is appropriate for bison and does not contain rumensin.
4	Supply the animals with a suitable good quality hay.	October 29, 2021 @ 5:00 p.m.	- See above re: hay delivery.
5	The improvements must be monitored closely to ensure there is compliance.	October 29, 2021 @ 5:00 p.m.	- N. Nodwell is providing daily updates to the Interim Receiver; - T. Carefoot is presently attending on a daily basis to observe operations and feeding.
6	Hay and pellets must be made available to all animals and must be spread in different areas so all can access in all pastures.	October 29, 2021 @ 5:00 p.m.	- See attached T. Carefoot report.
7	Horses must not have access to bison ration. They must be fed feed suitable for horses.	October 29, 2021 @ 5:00 p.m.	- Horses have access to feed pellets and hay. As pellet ration does not contain rumensin, N. Nodwell indicated this to be an appropriate feed source.
8	Replacement feeds should be on-site by Friday Oct 22/21 and must be fed to the animals on Friday.	October 22, 2021 @ 5:00 p.m.	- See above re: hay delivery.
9	One of the bulls requires veterinary attention for its feet.	October 29, 2021 @ 5:00 p.m.	- Eagle Creek Veterinary Services scheduled to attend site on Oct. 28, 2021.
10	Two horses were eating wet moldy straw. They should not have access to this feed.	October 29, 2021 @ 5:00 p.m.	- N. Nodwell advised horses were not consuming this feed, but confirmed same would be removed on Oct. 21, 2021.

Freedman Ent

Invoice

Box 100
Ridgedale, Sk S0E 1L0
Gst Number: 844130716RT0001

Cell (306) 921-7426(Jeff)/921-5857(Jamie)

SOLD TO:

Invoice NUMBER 205
Invoice DATE October 20, 2021

Sales Tax Rate: %

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
38	38 large square alfalfa bales	200.00	\$7,600.00
		SUBTOTAL	7,600.00
		TAX	
			\$7,600.00

Email: freedman@sasktel.net (Jeff)/ jfreedman@sasktel.net(Jamie)

North Sniper Trucking Ltd
 Box 1238
 Biggar, SK S0K 0M0

OUR NUMBER	677245
DATE	OCT 20 2021
CUSTOMER'S ORDER	

SOLD TO	Delirite
ADDRESS	2300 - 360 Main Street Winnipeg, Man. R3C 3Z3

SHIP TO	Biggar SK
ADDRESS	

TAX REG. NO.	SALESPERSON
--------------	-------------

FOB	TERMS	VIA
-----	-------	-----

INVOICE

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	HAUL HAY bales From Freedman Ent Ridsedale SK to Nodelwell FARMS @ Biggar SK		
	\$5.00 a loaded 1CM @ 332km Total bales hauled - 38 large square		1660.00
	START: 776560 GST End: 776892		83.00
	332km one way		
		TOTAL	1,743.00

Nodwell Bison Report, Oct. 20, 2021

15:25 Met feed truck on Gagenville Road and proceeded to the main bison paddocks. Norman unloaded the truck with his equipment and filled the spreader. He mentioned that it contained about 2 days of feed for them.

Norman spread the feed with the haybuster and the bison followed and were feeding behind him. He also spread hay in a fenced paddock adjacent to the north.

Norman moved a bale to the south yard where a number of bison are kept. This was in addition to pellets that were already out for them. There were also a few bison in the field to the south of the south yard that were on feed. I did not approach them. Norman said they were cow/calf pairs that he had separated. He may move them in with the others shortly.

Bison in the south yard were feeding on the remainder of the pellets and the fresh bale that was brought to them.

I checked the pellet bin and there is a good amount in there. Wasn't able to get a decent picture but I would guess that it will last several days, longer if it is in addition to the hay.

Made arrangements to visit the property tomorrow morning and departed for home.





Appendix J – October 29, 2021 Animal Protection Services Update

From: [Fritz, John](#)
To: [Stacey Greke](#)
Cc: nodwell@sasktel.net; [Warga, Brent](#)
Subject: RE: [EXT] Re: Norman Nodwell
Date: Friday, October 29, 2021 11:03:10 AM
Attachments: [21-10-29 APSS N. Nodwell Update.pdf](#)

Stacey,

Further to our correspondence below, please find a further update with respect the Corrective Action Order and Veterinarian's Requirements which were provided to Norman Nodwell by Animal Protection Services of Saskatchewan Inc. on October 18, 2021.

We understand a similar update will also be provided directly from Mr. Nodwell in addition to further information regarding the intended sale process for his bison herd later today.

At your convenience, would you please acknowledge receipt and advise if a call is helpful.

Regards,

John R. Fritz LIT
Deloitte | Financial Advisory
2300 – 360 Main Street
Winnipeg, MB R3C 3Z3
Phone: (204)942-0051 | Fax: (204)947-2689
www.deloitte.ca

From: Stacey Greke <stacey@animalprotectionservices.ca>
Sent: Friday, October 22, 2021 16:10
To: Fritz, John <jofritz@deloitte.ca>
Subject: [EXT] Re: Norman Nodwell

Good Afternoon,

Yes, I did receive the update.

Thank you,

Stacey Greke
Animal Protection Officer #114
Animal Protection Services of Saskatchewan
Main # (306) 382-0002 Direct # (306) 382-7729

I live, work and learn on Treaty 6 territory, the traditional territory of the Cree, Dene, Dakota, and Saulteaux peoples, and the homeland of the Métis Nation. I acknowledge my responsibilities as a treaty partner to foster and build respectful and reciprocal relationships with the original peoples and lands of this place. As part of my commitment to reconciliation, I strive to respond to the TRC calls to action in my personal and professional activities. Read the Calls to Action here: http://trc.ca/assets/pdf/Calls_to_Action_English2.pdf

CONFIDENTIALITY NOTICE:

This email (and any attachment) was intended for a specific recipient(s). It may contain information that is privileged, confidential or exempt from disclosure. Any privilege that exists is not waived. If you are not the intended recipient, do not copy or distribute it to another person or use it for any other purpose. Please delete it and advise me by return email or telephone. Thank you.

On Fri, Oct 22, 2021 at 2:03 PM Fritz, John <jofritz@deloitte.ca> wrote:

Stacey,

As we had not received a response to the below, would you please confirm receipt of the below email at your earliest convenience.

As noted, should a call be helpful, please advise.

Regards,

John R. Fritz LIT

Deloitte | Financial Advisory
2300 – 360 Main Street
Winnipeg, MB R3C 3Z3
Phone: (204)942-0051 | Fax: (204)947-2689
www.deloitte.ca

From: Fritz, John

Sent: Thursday, October 21, 2021 17:06

To: stacey@animalprotectionservices.ca

Cc: Warga, Brent <bwarga@deloitte.ca>

Subject: Norman Nodwell

Stacey,

Further to the Corrective Action Order and Veterinarian's Requirements which were provided to Norman Nodwell by Animal Protection Services of Saskatchewan Inc. on October 18, 2021, please find a brief update with supporting documents attached.

Following your review, should a call be helpful to discuss, please advise when is convenient and I will circulate a conference call invitation.

Regards,

John R. Fritz LIT

Deloitte | Financial Advisory
2300 – 360 Main Street

Winnipeg, MB R3C 3Z3
Phone: (204)942-0051 | Fax: (204)947-2689
www.deloitte.ca

<< File: 21-10-21 APSS N. Nodwell Update.pdf >>

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Ce message, ainsi que toutes ses pièces jointes, est destiné exclusivement au(x) destinataire(s) prévu(s), est confidentiel et peut contenir des renseignements privilégiés. Si vous n’êtes pas le destinataire prévu de ce message, nous vous avisons par la présente que la modification, la retransmission, la conversion en format papier, la reproduction, la diffusion ou toute autre utilisation de ce message et de ses pièces jointes sont strictement interdites. Si vous n’êtes pas le destinataire prévu, veuillez en aviser immédiatement l’expéditeur en répondant à ce courriel et supprimez ce message et toutes ses pièces jointes de votre système. Merci.

Si vous ne voulez pas recevoir d’autres messages électroniques commerciaux de Deloitte à l’avenir, veuillez envoyer ce courriel à l’adresse unsubscribe@deloitte.ca

**Animal Protective Services of Saskatchewan ("APSS")
Directions to N. Nodwell per October 18, 2021 Site Visit**

(A) Corrective Action Order:

#	Direction	Deadline	Status
1	You must follow all requirements outlined by the veterinarian	October 29, 2021 @ 5:00 p.m.	- See below
2	All animals must be provided veterinary care as needed and outlined	October 29, 2021 @ 5:00 p.m.	- See below
3	Confirmation of additional feed must be provided to APO Greke by 5:00 p.m. Oct. 22nd, 2021	October 22, 2021 @ 5:00 p.m.	- Oct. 20, 2021 - 38 square alfalfa bales (1,400 - 1,480 lbs) delivered (bale and freight invoices previously provided); - Oct. 26, 2021 - 38 square alfalfa bales (1,400 - 1,480 lbs) delivered; - Oct. 27, 2021 - 38 square alfalfa bales (1,400 - 1,480 lbs) delivered; In aggregate, 114 bales delivered between Oct. 20, 2021 and Oct. 27, 2021. - Oct. 24, 2021 - 44.78 MTs of pellets were delivered from Lackawanna Products Corp. (in Zenon Park, SK). - JAG Investigations & Bailiff Services Ltd. ("JAG") has been retained by the Interim Receiver. T. Carefoot, JAG's local agent, has attended daily,
4	A detailed plan of dispersal (dates, invoices, bills of sale) must be provide to APO Greke by Oct. 29, 2021	October 29, 2021 @ 5:00 p.m.	- N. Nodwell to provide a further update.

(B) Veterinarian's (Dennis Will) Requirements (commentary excluded, only action items identified below):

#	Direction	Deadline	Status
1	Two horses have laminitis and require veterinary care	October 29, 2021 @ 5:00 p.m.	- N. Nodwell advises Eagle Creek Veterinary Services ("Eagle Creek") attended Oct. 28, 2021 and prescribed a course of antibiotics. Eagle Creek's written report to be provided once received.
2	Provide the bison with 2.5% per body weight of quality feed: For a 500 lb. animal that is 12.5 lbs/day. For 750 lbs that is 18.75 lbs per day.	October 29, 2021 @ 5:00 p.m.	- N. Nodwell advises he is complying with the requirements and feeding is sufficient such that there is surplus feed remaining after the bison have fed.
3	Pelleted ration must be one suitable for bison	October 29, 2021 @ 5:00 p.m.	- N. Nodwell advises pelleted ration is appropriate for bison and does not contain rumensin.
4	Supply the animals with a suitable good quality hay.	October 29, 2021 @ 5:00 p.m.	- See above re: hay and pellet deliveries.
5	The improvements must be monitored closely to ensure there is compliance.	October 29, 2021 @ 5:00 p.m.	- N. Nodwell is providing daily updates to the Interim Receiver; - T. Carefoot is attending on a daily basis to observe operations and feeding.
6	Hay and pellets must be made available to all animals and must be spread in different areas so all can access in all pastures.	October 29, 2021 @ 5:00 p.m.	- T. Carefoot reports for the period of October 21, 2021 to October 27, 2021 are attached.
7	Horses must not have access to bison ration. They must be fed feed suitable for horses.	October 29, 2021 @ 5:00 p.m.	- N. Nodwell advises horses have access to feed pellets and hay. As pellet ration does not contain rumensin, N. Nodwell indicates this to be an appropriate feed source.
8	Replacement feeds should be on-site by Friday Oct 22/21 and must be fed to the animals on Friday.	October 22, 2021 @ 5:00 p.m.	- See above re: hay and pellet deliveries.
9	One of the bulls requires veterinary attention for its feet.	October 29, 2021 @ 5:00 p.m.	- N. Nodwell advises Eagle Creek attended Oct. 28, 2021 and identified no issues. Eagle Creek's written report to be provided once received.
10	Two horses were eating wet moldy straw. They should not have access to this feed.	October 29, 2021 @ 5:00 p.m.	- N. Nodwell advises this feed was removed on Oct. 21, 2021.

Freedman Ent

Invoice

Box 100
Ridgedale, Sk S0E 1L0
Gst Number: 844130716RT0001

Cell (306) 921-7426(Jeff)/921-5857(Jamie)

SOLD TO:
Norm Nodwell

Invoice NUMBER | 206
Invoice DATE | October 27, 2021

Sales Tax Rate: %

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
38	38 large square alfalfa bales (2nd load)	200.00	\$7,600.00
		SUBTOTAL	7,600.00
		TAX	
			\$7,600.00

Email: freedman@sasktel.net (Jeff)/ jfreedman@sasktel.net(Jamie)

North Super Trucking LTD

BOX 1238

Briser, SK S0K0M0

NOTE NUMBER 701859

DATE OCT 26 / 2021

COMPANY OR CLIENT CUSTOMER'S CODE

Briser, Sask

DELIVER TO
 SOLD TO ADDRESS
 DELIVER TO ADDRESS
 2360-360 Main Street
 Wynne, Saskatchewan R3C 3Z3

DELIVER TO
 SOLD TO ADDRESS
 BRISER, SASK

QUANTITY	DESCRIPTION	PRICE	PRICE	AMOUNT
	HAUL HAY Bales FROM Friedman Ent Ridsdale SK to Naldwell Farm & Bisset SK			1660.00
	1500 a loaded km @ 332 km total bales hauled 38 large square 332 km che way			83.00
			GST	
TOTAL				1743.00

Product 33306

Freedman Ent

Invoice

Box 100
Ridgedale, Sk S0E 1L0
Gst Number: 844130716RT0001

Cell (306) 921-7426(Jeff)/921-5857(Jamie)

SOLD TO:
Norm Nodwell

Invoice NUMBER | 207
Invoice DATE | October 27, 2021

Sales Tax Rate:

 %

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
38	38 large sqaure alfalfa bales (3rd load)	200.00	\$7,600.00
		SUBTOTAL	7,600.00
		TAX	
			\$7,600.00

Email: freedman@sasktel.net (Jeff)/ jfreedman@sasktel.net(Jamie)

North Super Trucking LTD
 BOX 1938
 Biggar, SK S0K 0M0

NOTE NUMBER 701859
 OUR NUMBER
 DATE Oct 28 / 2021
 COMPANY NO. FMT
 CUSTOMER'S ORDER

REWARD
 SOLD TO
 BUSINESS
 ADDRESS
 Delisle
 2300 - 300 main Street
 Winnipeg, R3C 3Z3

INVOICE
 DATE
 TIME
 L'VE A
 SHIP TO
 ADDRESS
 Biggar, SK SK

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	AMOUNT
	Haul Hay bales From Friedman Ent Ridsdale SK to Ardwell Farm & Biggar SK			1660.00
	6.00 a loaded km @ 332km total bales hauled 38 large square 332km one way			83.00
				GST
				TOTAL 1743.00

Signature DATE

Lackawanna Products Corp

8545 Main PO Box 660

Clarence NY, 14031 716-633-1940



SCALE TICKET

DATE: Oct 20/21

SOLD TO: Norman
RECEIVED FROM: Nothwell

PRODUCT: Plain GSP
TRUCKER: Great West

LOAD NO: Leb 1499

WEIGHTS GROSS: 63240
TARE: 18.460
NET: 44780

TRUCKER SIGNATURE:

306-276-8790

LACKAWANNA PRODUCTS CORP.

8545 Main Street

PO Box 660

Clarence, NY 14031

Phone: (716) 633-1940

Fax: (716) 633-1490

Sold to:	NORMAN NODWELL	Invoice #:	100
Address:		Your Number:	S208381
		Our Order#:	LEB-1499
		Date:	10/21/21
F.O.B.:	BIGGAR SK		
Terms:	Net upon receipt		

QUANTITY	PACKAGE	MATERIAL	UNITS	PRICE	AMOUNT
44,780	KG BULK	PLAIN GSPS	44.78 MT	\$ 369.00	\$16,523.82 CF

Nodwell Bison Report, Oct. 21, 2021

11 :30 Arrived at the Nodwell yard and counted 32 square bales remaining. I believe there were 38 delivered yesterday. One of the bales had been torn apart by bison and was being fed on by cattle at the time. Norman was offsite doing repairs at this time.

I returned to the binyard and was told the bin with the pellets had a 5000 bushel capacity. I estimate it to be at about 25%. The bale north of the bins has been about 50% eaten since yesterday. This was in addition to pellets.

12:30 Met with Norman and explained that he needs to contact me at some time prior to feeding daily. He knows that I live nearby and does not have to wait for me.

Norman went off to get a load of pellets and returned with a full loader bucket....est. 3500 lbs. He dumped approx. half of these into the cart with the hay and his brother went out to spread it in the paddocks north and east of the stockpile.

As the machine was spreading in the north paddock the bison were following and feeding. There was feed remaining in the paddock east of the yard from yesterday. More was added.

Norman said that he put pellets out with the remaining hay in the paddock north of the binyard. As I had been there previously today I did not attend. I will check it when I return tomorrow and try to see how much the pellet bin has come down.

13.45 Met up with Norman again and reminded him to contact me daily prior to feeding. He said he would text. I then returned home.





Nodwell Bison Report, Oct. 22, 2021

14:00 Arrived at the Nodwell yard at 14:00 to check on the feeding progress. I had spoken to Norman earlier and he had been gathering cattle in the morning and would feed the bison by mid afternoon.

I stopped at the south yard where Norman said he had added pellets to the bale and the bison were actively feeding. This area is adjacent to the bin with the pellets. I did not enter the paddock as the bison tend to scatter when bothered.

When I arrived at the main yard they were just returning from spreading the feed. I could see the trail of feed where they had been in the paddock and up on the hill. I counted 22 square bales remaining from the load that was delivered on Wednesday.

Norman is expecting a pellet delivery tomorrow morning and has prepared an area to store them where the animals about the yard can't get at them.

I took pictures of bison feeding in the north and south paddocks as well as the spreader returning to the yard on completion.

I will try to follow the spreader tomorrow through the fields. I have asked Norman to call or text before feeding so I can attend but not to wait for me. Before I left I drove around the pastures and paddocks and all the bison that I could see seemed to be in the vicinity of the feed





Nodwell Bison Report, Oct. 23, 2021

14:00 I had spoken to Norman earlier and said that I would be out shortly. When I arrived at the south yard there were still bison there. They were feeding in two areas. I approached on foot and saw that there was about half a bale remaining as well as pellets having been added yesterday.

Bison were not fed in the open pastures today due to very high winds. Many were sheltered in trees and along windbreaks. Feed swaths would have been dispersed in the wind and of no interest to the animals. Norman advised that pellets were added to the existing hay in the paddocks and corrals, however, I was not present at that time.

Most of the bison that I could see were feeding out of the wind and others were in sheltered areas. There is free access for them to the stockpile of bales and some have been broken open for them. Cattle are feeding there as well.

Pellets were not delivered today and apparently not until Monday. Some were moved up from the south yard and have been put out. There is still enough for a few days in the bin.





Nodwell Bison Report, Oct. 24, 2021

12:00 Arrived at the south paddock and bison were feeding on the remains of the original bale and the pellets that had been added. I did not approach them so they would not scatter.

In the north yard Norman and his brother were loading the haybuster prior to spreading the feed. I watched them load over three 1500 lb. bales and a bucket of pellets (3000 lbs) in each of two loads. I watched as one load was spread in the north paddock and the other in the pasture east of the yard.

Pellets were delivered this morning and moved into the area prepared for them.

There were approx. 14 bales remaining today from the delivery last week. Some have been broken open and fed on by bison and cattle.

Norman closed off the pellet area to animals with a gate to prevent access.



Nodwell Bison Report, Oct. 25, 2021

11:00 Stopped by the bison ranch on my way home from town. No one was around at that time. I told Norman by text that I was going to stop in. I counted about 35 bison west of the road that had moved up from the south paddocks. I asked Norman to text me re: today's feeding.

13:40 Got a text that feeding was complete. I went over and noted that there were 10 bales remaining and pellets had also been spread. Norman said that he had moved the bison from across the road into the main south paddocks. Bison I could see were feeding along the spread swaths. Bales will all be used by later in the week. There were still some that had been broken apart as well as some older round ones.

When I checked the south yard there were about 40 bison that I could see, probably others out of sight.





Nodwell Bison Report, Oct. 26, 2021

12:00 Drove by the Bison ranch on the way home. I met Norman on the road And he said he had not fed them yet. He was on his way to deal with some cattle. The cattle and calves are not up at the south yard yet. They are still out in the pastures.

15:00 Text arrived that feeding was to begin so I drove over. Tractor with wagon was on the way out with a load. There were about 5 intact bales remaining and a few broken. Pellets had also been accessed. More bales to arrive today. Feed was spread in the north paddock and a second on the way out when I left.

16:45 Driver called and said that he was just arriving with another load of bales. Norman sent text a few minutes later and confirmed.



Nodwell Bison Report, Oct. 27, 2021

13:00 Arrived at the bison ranch and met with Norman . He was loading the haybaster with bales and pellets to begin feeding. There had been bales delivered yesterday and I roughly counted about 34 remaining. His plan was to feed in the north paddock as usual and add feed to the adjacent pasture on the hill. He thought perhaps, but was not sure, that more bales were to be delivered later today. I was not there for the entire feeding process today.

I also watched as he dumped pellets into the cattle pen.

No bison or cattle were moved today prior to my visit.



Appendix K – October 29, 2021 Norman Nodwell E-Mail Correspondence

From: [Fritz, John](#)
To: [Warga, Brent](#)
Subject: Fwd: [EXT] Fwd: Information
Date: Friday, October 29, 2021 8:53:56 PM
Attachments: [Scan0240.pdf](#)
[Scan0241.pdf](#)
[Scan0243.pdf](#)
[Scan0242.pdf](#)
[Scan0244.pdf](#)
[Scan0245.pdf](#)
[Scan0246.pdf](#)

Begin forwarded message:

From: nodwell@sasktel.net
Date: October 29, 2021 at 17:19:53 CDT
To: jwatson@cuelenaere.com
Cc: "Fritz, John" <jofritz@deloitte.ca>
Subject: [EXT] Fwd: Information

----- Original Message -----
Subject: Information
Date: Fri, 29 Oct 2021 17:52:10 -0400
From: nodwell@sasktel.net
To: stacey@animalprotectionservices.ca

Good afternoon, Stacey.

I am sending further information as requested.

I am following the requirements outlined by the veterinarian and had a visit from him yesterday and the report is attached. The bull will be sent to market with the other cattle.

I am attaching the invoices for the feed that has been brought to the farm.

Herd Dispersal Plans:

Mike Dejonge 403-783-0758 of Vold, Jones, Vold Auctions at Ponoka, Alberta was contacted about Norman P. Nodwell bison herd dispersal. VJV has a bison sale on November 20,

2021. All saleable bison will be delivered to VJV before November 19 to be fed in their yard until sale day. Bison shipments will begin the start of November.

Alvin Busby, 306-291-5330, of Miller Livestock , Grandora, Sk. has been contacted regarding available sales dated and truck availability regarding sale of beef cows and calves. It is

my intention to move both as soon as cattle come out of pasture.

Trucking company, S.L. Livestock, 306-291-5330, of Grandora, Sk. have indicated they can handle all trucking requirements.

Please let me know if you receive this and if you require any further information.

Thank you.

Norman P. Nodwell



EAGLE CREEK VETERINARY SERVICES P.C. LTD.
BOX 1238 ROSETOWN SK SOL 2V0
DR. COLTON MCALEER
306 831 8387

October 28, 2021

On October 28, 2021 I had visited Norman Nodwell's farm for a second time. The request was to examine two horses with laminitis and a bull.

Upon arriving to the farm there was newly trucked in hay present in the feed yard. This hay appeared much better quality than previous hay on the farm. We then performed a distance exam on the bull in question. The black bull was full of feed and stiff moving on the back end, he appears to have had a previous injury to the hind left limb causing a mild lameness. I recommended culling the bull for slaughter value as he is an unsound breeding candidate.

After examining the bull, we drove by the bison to the north of the yard. The bison were visibly in better shape and were full and eating hay at the time.

We then examined two horses that were the suspected laminitis horses. The cream horse was sound and in a BCS of 7/9. The bay horse was 9/9 body condition score and had a grade 3/5 lameness on the right hind that reduced as the horse was moving. There was an old scar over the right hamstring. There was some muscle loss on the right hip, indicating that this is a chronic issue. If the lameness progresses or the horses condition starts to deteriorate then euthanasia may be necessary. No treatment is required at this time.

Colton McAleer, DVM

LACKAWANNA PRODUCTS CORP.

8545 Main Street
PO Box 660

Clarence, NY 14031

Phone: (716) 633-1940

Fax: (716) 633-1490

Sold to: NORMAN NODWELL

Address:

Invoice #: 100

Your Number: S208381

Our Order#: LEB-1499

Date: 10/21/21

F.O.B.: BIGGAR SK

Terms: Net upon receipt

QUANTITY	PACKAGE	MATERIAL	UNITS	PRICE	AMOUNT
44,780	KG BULK	PLAIN GSPPS	44.78	\$ 369.00	\$16,523.82

CF

Lackawanna Products Corp

8545 Main PO Box 660

Clarence NY, 14031 716-633-1940



SCALE TICKET

DATE: Oct 20/21

SOLD TO: Norman
RECEIVED FROM: Norman
Noel

PRODUCT: Plain GSP
TRUCKER: Great West

LOAD NO: Leb 1499

WEIGHTS GROSS: 63240
TARE: 18 460
NET: 44780

TRUCKER SIGNATURE:

306-276-8790

Freedman Ent

Invoice

Box 100
Ridgedale, Sk S0E 1L0
Gst Number: 844130716RT0001

Cell (306) 921-7426(Jeff)/921-5857(Jamie)

SOLD TO:
Norm Nodwell

Invoice NUMBER | 206
Invoice DATE | October 27, 2021

Sales Tax Rate:

 %

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
38	38 large square alfalfa bales (2nd load)	200.00	\$7,600.00
		SUBTOTAL	7,600.00
		TAX	
			\$7,600.00

Email: freedman@sasktel.net (Jeff) / jfreedman@sasktel.net(Jamie)

Freedman Ent

Invoice

Box 100
Ridgedale, Sk S0E 1L0
Gst Number: 844130716RT0001

Cell (306) 921-7426(Jeff)/921-5857(Jamie)

SOLD TO:
Norm Nodwell

Invoice NUMBER 207
Invoice DATE October 27, 2021

Sales Tax Rate: %

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
38	38 large square alfalfa bales (3rd load)	200.00	\$7,600.00
		SUBTOTAL	7,600.00
		TAX	
			\$7,600.00

Email: freedman@sasktel.net (Jeff) / jfreedman@sasktel.net(Jamie)

North Super Trucking LTD

BOX 1238

Bisset, SK 50K 010

NOTE RECEIVED OUR NUMBER 701859

DATE OCT 26 / 92

COMPANYS D.O. NO. CUSTOMERS CHECK

Bisset, Sask

SEND TO
SOLD TO
ADDRESS
ADDRESS
DELIVER
2300-360 Main Street
Winnipeg, Man R3C 3Z3

FROM
ADDRESS
ADDRESS

NO. OF
UNITS

TERMS
DATE

VIA

PRICE
PRICE
MORTGAGE
AMOUNT

DESCRIPTION

QUANTITY

1 haul Hay bales From
Frederick's Bar Ridsdale SK
to Kallweit Farms @ Bisset SK

1660.00

1 5000 lb loaded KM @ 33.2 km
Total bales hauled 35 large square

332 km one way

6-ST 83.00

TOTAL 1743.00

STANDARD 2000

10/27/92 10:55 AM

North Super Trucking LTD

BOX 1938

Bisset, SIK SOKOMA

NOTE NUMBER 701859

OUR NUMBER

DATE 08/07/2021

COMMANDEUR CLIENT

CUSTOMER'S ORDER

Bisset, SIK

LIVERA

SPLIT ADDRESS

DELIVER

2300-360 Main Street

Windsor, ON N9A 3Z3

QUANTITY	DESCRIPTION	UNIT	PRICE	AMOUNT
	Haul Hay baled 1600	TON	1.12	1600.00
	Feedings out 1600	TON	0.88	1600.00
	to Nutwell Farm & Bisset SK			
	1600 a loaded km @ 33.2 km			
	total bales hauled 38 large square			
	33.2 km the way		6.57	53.00
	TOTAL			1743.00

STANDARD PRICE

Appendix L – November 2, 2021 Follow Up Report and Corrective Action Order

FOLLOW UP REPORT

Subject(s) of Complaint: Norman Nodwell File Number: S351SE21-F

Date: Nov. 2/2021 Weather Conditions: -9c (-17c w/wind/chill)

Who attended the complaint: APD Greche, APD Sarboun, APD Maidment, APD Lebor, Dr. Will N. Nodwell, RCMP

Animal Protection Officer's Observations:

a) Type, number and condition of animals: _____

Approx 350+ head of bison - slightly improved to under condition. All ages and sizes.
Approx 30 head of cattle - adequate to under-condition.
2 horses - over-condition - brown horse - lameness issues.
2 cats - grey w/markings - both in good condition.

b) Environment: (water, feed, shelter, care): _____

Bison + cattle access to feed.
Horses - no signs of supplemental feed, no functioning water source found.
L. square bales on site - Pellets on hand.
Blue sack blocks and mineral tubs in w/ corral - poorest bison.

c) Previous recommendations to owner: _____

d) New recommendations to owner: 1) Follow corrective action order. - varied Nov. 2/2021.

e) Recheck required: Yes No Date of recheck: Nov 16/2021

f) Pictures taken: Yes No

Case Status: Closed Open pending: Follow up.

Date: Nov. 2/2021 Officer S. Greche #114
Animal Protection Officer Badge Number

File Number: S35/SE21-F
Date: Nov. 2/2021
Time: 3:36 pm.

CORRECTIVE ACTION ORDER

To: Norman Nodwell.

The following animal(s) were found in distress contrary to the *Animal Protection Act, 2018*:

Cattle and bison

Section 2(2) of the *Animal Protection Act, 2018* defines an animal is in distress if it is:

“(a) deprived of:

- (i) food or water sufficient to maintain the animal in a state of good health;
- (ii) care or shelter; or
- (iii) veterinary care or medical attention;

(b) in need of reasonable protection from injurious heat or cold;

(c) wounded, ill, in pain, suffering, abused or neglected;

(d) kept in conditions that:

- (i) are unsanitary;
- (ii) will significantly impair the animal’s health or well-being over time;
- (iii) cause the animal extreme anxiety or suffering; or
- (iv) contravene the prescribed standards, codes of practice or guidelines; or

(e) abandoned by its owner or by a person responsible for the animal in a manner that causes, or is likely to cause, distress resulting from any or all of the factors listed in this section.”

You are hereby instructed to take the following steps to relieve the above animal(s) of their distress:

- 1) Bison + cattle must be provided free choice hay - still spread out to avoid competition.
- 2) Pelleted ration must be provided at 2 lbs/day/animal for 3 days (unit Nov. 5th 2021).
Every second day increase by 1 lb/day/animal (starting Nov. 6th 2021). This should be until you are around 8-10 lbs/day/animal (adults).
- 3) Bison + cattle must be provided a 2:1 mineral fortified with trace minerals and vitamins - should be free choice.
- 4) All animals must be provided straw bedding

The above steps must be taken by: Nov. 16th 2021 by Som.

CORRECTIVE ACTION ORDER

To: Norman Nodwell.

The following animal(s) were found in distress contrary to the *Animal Protection Act, 2018*:

Cattle and bison

Section 2(2) of the *Animal Protection Act, 2018* defines an animal is in distress if it is:

“(a) deprived of:

- (i) food or water sufficient to maintain the animal in a state of good health;
- (ii) care or shelter; or
- (iii) veterinary care or medical attention;

(b) in need of reasonable protection from injurious heat or cold;

(c) wounded, ill, in pain, suffering, abused or neglected;

(d) kept in conditions that:

- (i) are unsanitary;
- (ii) will significantly impair the animal's health or well-being over time;
- (iii) cause the animal extreme anxiety or suffering; or
- (iv) contravene the prescribed standards, codes of practice or guidelines; or

(e) abandoned by its owner or by a person responsible for the animal in a manner that causes, or is likely to cause, distress resulting from any or all of the factors listed in this section.”

You are hereby instructed to take the following steps to relieve the above animal(s) of their distress:

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- 2) Pelleted ration must be provided at 2lbs/day/animal for 3 days (unit Nov. 5th 2021).
Every second day increase by 1 lb/day/animal (starting Nov. 6th 2021). This should
be until you are around 8-10 lbs/day/animal (adults).
- 3) Bison + cattle must be provided a 2:1 mineral fortified with trace minerals and
vitamins - should be free choice.
- 4) All animals must be provided straw bedding

The above steps must be taken by: Nov. 16th, 2021 by Spm.

Please note that failure to relieve the above animal(s) of their distress may result in seizure of the animal(s) and/or charges under the *Animal Protection Act, 2018* or the Criminal Code of Canada. You have the right to appeal this order under section 21 of the *Animal Protection Act, 2018*.

Officer S. Grosse #114
Animal Protection Officer (print name and Badge No.)

X N. Nodwell
Owner/Caregiver Signature

- a) Windbreaks need to be provided wherever feeding or bedding is locating.
Bedding for where they are resting.
- b) Group of 40-50 head in poorer stage in corrals to be held back for the end of transport to enable them to gain additional weight and strength. Refer to Code of ^{Practice for} Transport for animals. Also refer to Code of Practice for bison - Sect. 6.2 (pg. 35-37) - especially for dominance and calves.
- 7) Horses must have access to water to maintain them in a state of good health.
- 8) Brown horse must be seen by a veterinarian by Nov. 5th, 2021, showing signs of discomfort when standing and walking. Follow all treatment options/requirements by veterinarian or humane euthanasia.
- 9) Farrier work for both horses to be booked in by Nov. 16th, 2021.
- 10) Provide APO Pache with invoices, dates of shipping and feed as well as updates on progress for dispersal.
- 11) Bison and cattle must have access to water to maintain them in a state of good health. Water must be accessible and good quality. For the amount of animals there must be several sources to avoid competition.

Appendix M – Statement of Receipts and Disbursements for the Period October 14, 2021 to November 5, 2021

NORMAN PRIOR NODWELL
STATEMENT OF RECEIPTS AND DISBURSEMENTS
for the period October 14, 2021 to November 5, 2021

	<u>Amount</u>	<u>Notes</u>
Receipts		
Cash on hand	\$ -	(1)
Interim Receiver's borrowings	100,000	
Total Receipts	100,000	
Disbursements		
Feed		
Pellets	16,524	
Bales	22,800	
Freight	4,980	
GST on disbursements	249	
Total Disbursements	44,553	
Excess of Receipts over Disbursements - Funds Held in Trust as at November 5, 2021	\$ 55,447	

Notes:

- (1) On October 14, 2021, Mr. Nodwell advised there was approximately \$14,000 held on deposit at Biggar Credit Union. On October 18, 2021, Mr. Nodwell advised that only \$491.95 was remaining. No accounting for the usage of the funds has been provided to the Interim Receiver as of yet.