

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

December 9, 2021

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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INTRODUCTION

1. 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 (the “**Interim Receivership Order**”) of the Court of Queen’s Bench for Saskatchewan (the “**Court**”) dated October 14, 2021 (the “**Date of Appointment**”).
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. On November 12, 2021, pursuant to an application by Bank of Montreal (“**BMO**”), the Court granted an Order extending the proceedings to and including December 13, 2021 (the “**Interim Receivership Extension Order**”). The Interim Receivership Extension Order is attached hereto as Appendix A.
4. The purpose of this report (the “**Second Report**”) is to inform the Court as to the following:

- (a) The status of various aspects of the interim receivership proceedings since the filing of the Interim Receiver's first report dated November 8, 2021 (the "**First Report**");
 - (b) The status of Mr. Nodwell's execution of the Sale Plan for the Bison and Cattle Herds (all as defined in the First Report); and
 - (c) The Interim Receiver's comments on the Debtor's operating facility availability and liquidity position.
5. Further, this Second Report is being filed in support of the Interim Receiver's application to this Honourable Court to be heard on December 10, 2021, seeking the following items of relief:
- (a) Approval of the activities of the Interim Receiver since the Date of Appointment;
 - (b) Approval of the fees and disbursements of the Interim Receiver and its legal counsel;
 - (c) Approval of the Interim Receiver's Statement of Receipts and Disbursements for the period October 14, 2021 to December 8, 2021; and
 - (d) An Order providing for the discharge of the Interim Receiver.

TERMS OF REFERENCE

6. In preparing this Second 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 Second 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 Second Report.

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

ACTIVITIES OF THE INTERIM RECEIVER SINCE THE FIRST REPORT

11. Since the First Report, the Interim Receiver has undertaken the following activities:
 - (a) Corresponded with Mr. Nodwell on a daily basis as to ongoing operations and to monitor the execution of the Sale Plan;
 - (b) Corresponded with Vold, Jones & Vold Auction Co. Ltd. ("**VJV**") in Ponoka, Alberta, the auctioneer selected by the Debtor to sell the Bison Herd;
 - (c) Corresponded with Miller Livestock ("**Miller Livestock**") in Saskatoon, Saskatchewan, the stock yard selected by the Debtor to liquidate the Cattle Herd;
 - (d) Corresponded with S.L. Livestock ("**SL**"), the transport company selected by the Debtor to transport the Bison and Cattle Herds to VJV and Miller Livestock;

- (e) Corresponded with two (2) alternate transport companies to provide transportation options to the Debtor;
 - (f) Sourced additional hay bales and feed pellets and facilitated transportation and payment of same;
 - (g) Corresponded with, and reported to, Animal Protection Services of Saskatchewan Inc. (“**APS**”);
 - (h) Corresponded with creditors and other stakeholders of the Debtor;
 - (i) Corresponded with two (2) auctioneers with respect to selling the Residual Bison (as defined below); and
 - (j) Prepared, reviewed, and finalized this Second Report.
12. Given the nature of the ongoing operations, the extant Corrective Action Order (“**CAO**”) issued against Mr. Nodwell by APS, and Mr. Nodwell’s ongoing cooperation and involvement, the Interim Receiver did not take possession or control of the Property subsequent to the filing of the First Report.

SALE PLAN UPDATE

13. As detailed in the First Report, Mr. Nodwell’s intended Sale Plan for the Bison and Cattle Herds was as follows:
- (a) Commencing in early November 2021, all saleable bison were to be shipped to VJV for an auction sale on November 20, 2021;
 - (b) The Cattle Herd (cows and calves) were to be sold to Miller Livestock as soon as the animals came in from pasture; and
 - (c) Transportation for all livestock would be arranged with SLL.
14. The table below details the shipments that have been made, and the approximate quantity of bison and cattle remaining, as at the date of this Second Report:

Date Shipped	Bison¹ (head)	Cattle² (head)
6-Nov-21	39	-
7-Nov-21	-	40
10-Nov-21	38	-
13-Nov-21	66	-
14-Nov-21	76	-
18-Nov-21	35	-
21-Nov-21	-	42
22-Nov-21	-	15
27-Nov-21	69	-
28-Nov-21	41	38
6-Dec-21	-	22
Shipped	364	157
Residual (Estimated)	86	11
Total (Estimated)	450	168

Notes:

- 1) Bison shipped to VJV.
- 2) Cattle shipped to Miller Livestock.

15. Although Mr. Nodwell was optimistic that the Bison and Cattle Herds would be fully shipped on or before November 20, 2021, only 254 bison and forty (40) cattle were shipped (leaving approximately 196 bison and 128 cattle remaining on the Nodwell Farm and/or in the Co-Op Pasture (as defined in the First Report)). Mr. Nodwell advised that the delay in shipping was primarily the result of personal health issues that resulted in his contract helper being unavailable and poor weather conditions (making rounding up, loading, and transporting the animals a challenge).
16. As at the date of this Second Report, the Cattle Herd has been completely disposed of, with the exception of approximately eleven (11) animals (the “**Residual Cattle**”). Mr. Nodwell advised that the Residual Cattle have been raised as “pets”, have limited market value, and will be cared for on a go forward basis. Mr. Nodwell advised that approximately eighty-six (86) bison remain on the Nodwell Farm: approximately forty (40) bison were scheduled to be shipped to VJV (for sale) on December 8 and/or 9, 2021, and approximately forty-six (46) will remain on the Nodwell Farm (the “**Residual Bison**”), as the Residual Bison were not in a physical condition to be transported.
17. On December 7, 2021, the Interim Receiver was advised by Mr. Nodwell that the timing of a complete dispersal of the Residual Bison remained uncertain, as it was his intention to

continue to feed the animals for at least twenty (20) or more days to increase the weight of the bison in an attempt to place them into a saleable condition.

18. As the Interim Receiver has supervised the substantive disposal of Mr. Nodwell's Bison and Cattle Herd(s), and has collected the majority of the proceeds therefrom, although a complete disposal of the Bison Herd has not yet been completed, the Interim Receiver estimates that the proceeds that may be generated from the Residual Bison will not exceed the ongoing costs of administration. Accordingly, the Interim Receiver has discussed the matter with BMO, and BMO is not proposing to make an application to extend the interim receivership proceedings further, which will result in the automatic discharge of the Interim Receiver at 11:59 p.m. on December 13, 2021 (pursuant to paragraph 2A of Interim Receivership Extension Order).

ANMIAL PROTECTION SERVICES UPDATE

19. As detailed in the First Report, APS became involved with Mr. Nodwell prior to the Date of Appointment, and had issued corrective action orders ("CAO") dated September 24, 2021, October 4, 2021, October 18, 2021, and November 2, 2021 (based on their onsite attendance(s) at the Nodwell Farm).
20. On November 14, 2021, the Interim Receiver provided a written update to APS, attached here to as Appendix B, detailing the following:
 - (a) JAG Investigations & Bailiff Services Ltd. ("JAG") continued to attend the Nodwell Farm on a daily basis to witness the feeding of the Bison Herd and to report to the Interim Receiver;
 - (b) On November 13, 2021, addition mineral/salt blocks were purchased for the bison;
 - (c) On November 5, 2021, one of the horses onsite was humanely euthanized;
 - (d) Between November 6, 2021 and November 14, 2021, approximately 220 bison were shipped to VJV, and forty (40) cattle were shipped to Miller Livestock;
 - (e) On November 8, 2021, 41.79 metric tonnes of feed pellets were delivered; and

- (f) On November 9, 2021, thirty-eight (38) square alfalfa bales were delivered.
21. On November 29, 2021, APS again attended at the Nowell Farm and issued a further CAO (the “**November 29, 2021 CAO**”), attached hereto as Appendix C, instructing as follows:
- (a) *You must follow all requirements listed in the CAO from Nov. 2, 2021;*
 - (b) *Bison calf identified must be bottle fed or humanely euthanized (today’s date);*
 - (c) *Straw bedding and windbreaks must be provided within 24 hrs from issuance of order; and*
 - (d) *Provide proof of euthanasia of any animals and manifests, bills of sale for animals and feed.*

The deadline for compliance with the above was 5:00 PM on November 30, 2021, unless otherwise stipulated.

22. Further, on November 29, 2021, legal counsel representing APS, Little & Company LLP (“**L&C**”), contacted the Interim Receiver’s legal counsel, McDougall Gauley LLP (“**McDougall Gauley**”), by telephone to advise of the November 29, 2021 CAO and to raise certain other commentary on behalf of APS. The Interim Receiver also corresponded directly with APS on November 29, 2021, to clearly understand the concerns being raised.
23. On November 30, 2021, after various discussions with Mr. Nodwell subsequent to the issuance of the November 29, 2021 CAO, the Interim Receiver (by way of McDougall Gauley) advised APS of the following:
- (a) The Interim Receiver had not refused to provide further funding and continues to work with Mr. Nodwell to address the concerns of APS;
 - (b) Thirty-eight (38) bales of additional hay were scheduled for delivery on December 1, 2021 (as straw could not be sourced on a timely basis), which would be used for feed, bedding, and temporary windbreaks until the bison and cattle could be sold;
 - (c) Approximately forty (40) bison and the remaining cattle (approximately 20) were

scheduled to be shipped on December 4 and 5, 2021, to VJV and Miller Livestock respectively; and

- (d) Mr. Nodwell continued to consider available options to liquidate the Residual Bison, and that he was prepared to fully cooperate with APS to dispose of same.

The November 29, 2021 to December 1, 2021 e-mail correspondence between L&C and McDougall Gauley is attached hereto as Appendix D.

- 24. On December 6, 2021, the Interim Receiver contacted APS by telephone to discuss the status of the Sale Plan, the Residual Bison, the pending discharge of the Interim Receiver on December 13, 2021, and the possibility of the Interim Receiver, Mr. Nodwell, and APS working collaboratively to complete the final dispersal of the Residual Bison. On December 7, 2021, the Interim Receiver sent e-mail correspondence to APS and Mr. Nodwell (and their respective legal counsel) (the “**December 7, 2021 E-mail Correspondence**”), attached hereto as Appendix E, further detailing the status of the interim receivership proceedings.
- 25. On December 8, 2021, McDougall Gauley received e-mail correspondence from L&C acknowledging receipt of the December 7, 2021 E-mail Correspondence and advising that APS will be continuing with its investigation in the ordinary course, with the next follow up under the November 29, 2021 CAO tentatively scheduled for December 14, 2021.

FEES AND DISBURSEMENTS OF THE INTERIM RECEIVER AND ITS LEGAL COUNSEL

- 26. Pursuant to paragraph 17 of the Interim Receivership Order, the Interim Receiver and its legal counsel shall pass their accounts from time to time. The Interim Receiver is of the view that the primary party with an interest in regard to such accounts is BMO, given that it holds a priority security interest over all of the Property of the Debtor. BMO has been served with this Second Report and has been provided with all invoices of the Interim Receiver within these proceedings.
- 27. Attached as Appendix F is a summary of the invoices of the Interim Receiver for fees and disbursements incurred during the course of the proceedings for the period October 11,

2021 to December 5, 2021. The Interim Receiver's accounts total \$95,472 in fees and disbursements, excluding GST. The Interim Receiver estimates that its fees and disbursements incurred subsequent to December 5, 2021, to finalize this Second Report, prepare for and attend the December 10, 2021 hearing, and to finalize the Interim Receiver's discharge will approximate \$15,000 (plus GST) (the "**Estimated Receiver Fees**")

28. The fees charged by the Interim Receiver are based on the amount of professional time expended at hourly billing rates, which vary depending upon the experience level and location of professionals involved. The average blended hourly rate charged by the Interim Receiver in these proceedings for invoices issued to date is \$427 per hour. The rates charged by the Interim Receiver are the normal rates and charges for engagements of this nature, and are comparable to the rates charged for the provision of services by other professional firms providing specialized financial advisory services.
29. The Interim Receiver is of the view that its fees and disbursements are fair and reasonable in the circumstances and have been duly rendered in response to the required and necessary duties of the Interim Receiver in accordance with the provisions of the Interim Receivership Order.
30. Attached as Appendix G is a summary of the invoice of the Interim Receiver's legal counsel, McDougall Gauley, for fees and disbursements incurred during the course of the proceedings for the period October 12, 2021 to December 7, 2021. The accounts total \$18,930 in fees and disbursements excluding PST and GST. The Interim Receiver's legal counsel estimates that its fees and disbursements for all activities following December 7, 2021, including time spent to prepare for and attend the December 10, 2021 hearing, and to assist with finalizing the Interim Receiver's discharge will approximate \$10,000 (plus taxes) (the "**Estimated Legal Fees**").
31. The Interim Receiver has reviewed the invoice rendered by its legal counsel and finds the fees reasonable and validly incurred in accordance with the provisions of the Interim Receivership Order.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

32. Attached hereto as Appendix H is a Statement of Receipts and Disbursements for the period October 14, 2021 to December 8, 2021. As at the date of this Second Report, the Interim Receiver has borrowed \$200,000 (the “**Interim Receiver’s Borrowings**”) from the Court approved borrowing facility to assist with funding ongoing operations. Total receipts (inclusive of the Interim Receiver’s Borrowings) were \$405,660 and total disbursements were \$223,212, resulting in \$182,448 being held in trust by the Interim Receiver (the “**Residual Trust Funds**”).
33. As detailed in the First Report, 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 Second Report, no accounting for the usage of the CU Funds has been provided to the Interim Receiver.

APPROVALS SOUGHT

34. The Interim Receiver believes that, other than collecting the sale proceeds from the unsettled cattle and bison that have been (or will be) shipped, repaying the Interim Receiver’s Borrowings, distributing any of the Residual Trust Funds thereafter to the Debtor, and performing certain administrative matters, the Interim Receiver’s mandate pursuant to the Interim Receivership Order (the “**Interim Receiver’s Mandate**”) is substantially complete.
35. For the reasons outlined above, the Interim Receiver respectfully recommends that this Honourable Court grant an Order:
- (a) Approving all activities and actions of the Interim Receiver since the Date of Appointment in relation to the discharge of its duties pursuant to the Interim Receivership Order, as such actions of the Interim Receiver are more particularly described in the First Report and this Second Report;
 - (b) Approving the First and Second Reports filed by the Interim Receiver in these

proceedings;

- (c) Approving the fees and disbursements of the Interim Receiver and the Interim Receiver's legal counsel for the period October 11, 2021 to December 5, 2021 and October 12, 2021 to December 7, 2021, respectively;
- (d) Approving the Estimated Interim Receiver Fees and the Estimated Legal Fees to complete the within application and to finalize the interim receivership proceedings, without the requirement for taxation or formal passing of accounts;
- (e) Approving the Interim Receiver's Statement of Receipts and Disbursements for the period October 14, 2021 to December 8, 2021;
- (f) Providing that, upon repayment of the Interim Receiver's Borrowings, the Estimated Interim Receiver Fees, the Estimated Legal Fees, and any residual funds to the Debtor, the Interim Receiver shall be discharged as Interim Receiver, provided that notwithstanding such discharge:
 - (i) The Interim Receiver shall remain Interim Receiver for the performance of such routine administrative tasks as may be required to complete the administration of these proceedings, which for greater certainty includes the collection of any proceeds from the cattle and bison shipments the Debtor is in the process of liquidating through Miller Livestock and VJV;
 - (ii) The Interim Receiver shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals, protections, and stays of proceedings in favor of Deloitte Restructuring Inc. in its capacity as Interim Receiver;
- (g) Providing that Deloitte shall be discharged from any and all liability, save and except for any liability arising out of gross negligence or willful misconduct on the part of the Interim Receiver; and
- (h) Granting such further and other relief that the Court considers just and warranted in the circumstances.

All of which is respectfully submitted this 9th day of December 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 – Amended and Restated 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
(Amended and Restated Interim Receivership Order)

Before the Honourable Mr. Justice G.A. Meschishnick in Chambers the 12th day of November, 2021.

Upon the application of Bank of Montreal ("BMO") in respect of Norman Prior Nodwell (the "Debtor"); and upon having read the Notice of Application for Extension of Interim Receivership, Draft Interim Receivership Order, and the First Report of the Interim Receiver dated November 8, 2021, all filed; and the pleadings and proceedings herein;

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"), the appointment of Deloitte Restructuring Inc. as interim receiver ("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") by order of the Honourable Mr. Justice G.A. Meschishnick dated October 14, 2021 (the "Initial Interim Receivership Order") is hereby extended by thirty (30) days from November 13, 2021 to December 13, 2021 at 11:59 p.m. (Saskatchewan time).
- 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, 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. (Saskatchewan time) on December 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 the Post Receivership Accounts established pursuant to the Initial Interim Receivership Order 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 and continue to be entitled to the Interim Receiver's Charge established pursuant to the Initial Interim Receivership Order on the Property as security for such fees and disbursements both before and after the making of this Order in respect of these proceedings, and the Interim Receivers' Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
- 17. The Interim Receiver and its legal counsel shall pass their accounts from time to time.
- 18. Prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE INTERIM RECEIVERSHIP

- 19. The Interim Receiver shall be at liberty and is hereby empowered to borrow, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not at any time exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize), inclusive of such monies already borrowed by the Interim Receiver pursuant to the Initial Interim Receivership Order, 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 charged and continued to be charged by way of the Interim Receiver's Borrowings Charge established pursuant to the Initial Interim Receivership Order 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 Applicant shall, within three (3) days of the date of this Order, cause a true copy of this Order to be served by e-mail transmission on all parties who appear to have an interest in these proceedings,

as more particularly described in the Service List maintained in respect of these proceedings as it exists on the date of this Order.

32. The Electronic Case Information and Service Protocol (the "Protocol") approved and adopted for these proceedings by the Initial Interim Receivership Order shall continue in full force and effect. Terms which are capitalized herein but not otherwise defined shall bear the respective meanings ascribed to them in the Protocol.
33. 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. Applications in respect of this matter may be made upon three (3) days notice.
34. The Case Website established in accordance with the Protocol with the URL www.insolvencies.deloitte.ca/en-ca/nodwell shall be maintained by the Interim Receiver during the term of its appointment as Interim Receiver of the Debtor.
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 10 day of November, 2021.


DEPUTY LOCAL REGISTRAR

This Order consented to this 10th day of November, 2021.

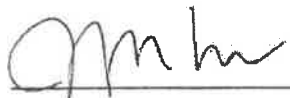
CUELENAERE LLP

Per: 

Jay Watson, Solicitor for the Respondent, Norman
Prior Nodwell

This Order consented to this 8th day of November, 2021.

MLT AIKINS LLP

Per: 

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

This document was delivered by: MLT Aikins LLP, Solicitors for the Applicant, Bank of Montreal

TO: a) All Persons named on the Service List for these proceedings as at November 8, 2021

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 14th day of October, 2021 and by Order of the Court issued the ____ day of November, 2021 (collectively, the "Order") made in action QBG No 1038 of 2021, 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 \$250,000.00 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:

Appendix B – November 14, 2021 Animal Protection Services Update

**Animal Protection Services of Saskatchewan Inc. ("APSS")
Directions to N. Nodwell per November 2, 2021 Site Visit**

(A) Corrective Action Order:

#	Direction	Deadline	Status
1	Bison & Cattle must be provided free choice hay - Still spread out to avoid competition.	November 16, 2021 @ 5:00 p.m.	- N. Nodwell advises feeding is sufficient such that there is surplus feed remaining after the bison have fed. - JAG Investigations & Bailiff Services. Ltd. ("JAG") has been retained by the Interim Receiver. T. Carefoot, JAG's local agent, has attended on-site on a daily basis (but for Nov. 10, 2021) (see Oct. 28 through Nov. 13, 2021 reports attached).
2	Pelleted ration must be provided at 2lbs/day/animal for 3 days (unit [sic] 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).	November 16, 2021 @ 5:00 p.m.	- N. Nodwell advises feeding is sufficient such that there is surplus feed remaining after the bison have fed.
3	Bison & cattle must be provided a 2:1 mineral fortified with trace minerals and vitamins - should be free choice.	November 16, 2021 @ 5:00 p.m.	- Nov. 13, 2021 - 20kg 2:1 Cattle Range Mineral and 20kg Cobalt Iodized Salt Block purchased (6 count of each) (see invoice attached).
4	All animals must be provided straw bedding	November 16, 2021 @ 5:00 p.m.	- To be determined based on remaining animals following completion of the liquidation plan (see shipment update).
5	Windbreaks need to be provided wherever feeding or bedding is locating [sic]. Bedding for where they are resting.	November 16, 2021 @ 5:00 p.m.	- To be determined based on remaining animals following completion of the liquidation plan (see shipment update).
6	Group of 40-50 head in poorer shape 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.	November 16, 2021 @ 5:00 p.m.	- N. Nodwell advises that bison are being shipped appropriately (see shipment update).
7	Horses must have access to water to maintain them in a state of good health.	November 16, 2021 @ 5:00 p.m.	- N. Nodwell advises animals have appropriate access to water.
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.	November 5, 2021 @ 5:00 p.m.	- N. Nodwell advises that this horse was humanely euthanized on Nov. 5, 2021.
9	Farrier work for both horses to be booked in by Nov. 16th, 2021.	November 16, 2021 @ 5:00 p.m.	- N. Nodwell advises that identifying an available farrier has been challenging and, if necessary, N. Nodwell will complete the work on the remaining horse himself.
10	Provide APO Greke with invoices, dates of shipping and feed as well as updates on progress for dispersal.	Ongoing	- Nov. 6, 2021 - 39 bison shipped to Vold Jones Vold ("VJV") in Ponoka, AB (see attached manifest); - Nov. 7, 2021 - 40 cattle shipped to Miller Livestock near Saskatoon, SK (see attached manifest); - Nov. 10, 2021 - 38 bison shipped to VJV (see attached manifest); - Nov. 13, 2021 - 66 bison shipped to VJV (see attached manifests (2)); and - Nov. 14, 2021 - 77 bison shipped to VJV (see attached manifests (2)). - Nov. 8, 2021 - 41.79 MTs of pellets were delivered from Lackawanna Products Corp. (in Zenon Park, SK) (see attached invoice, bill of lading, and scale ticket). - Nov. 9, 2021 - 38 square alfalfa bales (1,400 - 1,480 lbs) delivered (see purchase and trucking invoices attached).
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.	November 16, 2021 @ 5:00 p.m.	- N. Nodwell advises animals have appropriate access to water.

Nodwell Bison Report, Oct. 28, 2021

11:00 Left for the bison ranch after Norman's text that feeding was to start. The wagon was drawn through the north paddock close to the fence due to the wind. Another load was spread in the pasture and on the hill. Bison arrived to feed as soon as the machine left. There was another load of bales delivered yesterday. The pile of pellets is about a third of what was delivered a few days ago. A gate panel keeps the cattle out.

Norman reported that he has moved the herd from the west pasture across to the main paddocks east of the road.







Nodwell Bison Report, Oct. 29, 2021

10:40 Text from Norman that he was going to feed the bison so I drove over. When I arrived he had completed one pass through the pasture on the hill and the bison were actively feeding on it. While I waited for him to load I counted 52 intact bales remaining and several torn apart. He also loaded at least 2 buckets of pellets into the cart with the hay.

I was told that there was a part bucket of pellets put in the cattle pen as well.

I watched them spread feed through the north paddock and the bison were following.



Nodwell Bison Report, Oct. 30, 2021

13:30 Headed over to Nodwell's after a text from Norman that feeding was to start. When I arrived he was loading the cart. He loaded approx. six bales, some of which were already broken open. As well, a bucket of pellets was added. He spread feed in the north paddock and was going to finish in the pasture on the hill. I estimate about 50 bales remaining and three or four days of pellets.

As before, the bison were following the feeder as he spread it.



Nodwell Bison Report, Oct. 31, 2021

13:00 Drove to bison ranch after receiving text that feeding was to start. It had begun when I arrived and feed was being spread in the north paddock. Bison were all following and feeding. There was ample feed remaining from yesterday in the pasture on the hill and no animals on it so none was added today. The gate panel to the pasture was left open and a part bucket of pellets put out so free choice is available to them. I counted approx. 47 bales remaining today and the main pallet pile is not accessible.



Nodwell Bison Report, Nov. 01, 2021

09:30 I was unavailable most of the day so I went by and took a couple photos of the bison in the north paddock. Some were feeding and others just laying about. There was still feed on the ground available to them from the previous day. Norman sent me a text at 13:40 that he was about to feed them but I was out of the area.



Nodwell Bison Report, Nov. 02, 2021

09:45 I was contacted by Norman and told that there were many people around his property and he would not be feeding the bison until later in the day. I drove by on my way home from town and saw 2 or 3 trucks at the feed yard and 2 police vehicles at the homestead.

I was contacted again at 15:45 and told that they would be feeding shortly so I drove over. I talked to the operator who just finished loading the wagon and his plan was to spread in the north paddock and leave the gate open so the bison in the pasture could clean up the broken up bales. The bison in the north paddock followed him and were actively feeding. The bison from the pasture came to the feed yard and were on the broken bales and leftover hay.

Calves were feeding in the pellets but the gate would be closed shortly.



Nodwell Bison Report, Nov. 03, 2021

14:20 I had not heard from Norman so I decided to swing by unannounced. I noticed the bison feeding in the north paddock on what appeared to be newly spread feed. The main gate to the property was closed and there was a tech working on the payloader. I did not go in as there seemed to be no bison on the hill and pasture. I saw the truck that Norman drives up in the office trailer area so I text him and asked if the animals had been looked after. He text right back, apologised for not contacting me prior and said they had all been fed. I had no reason to not believe him. When I return Nov. 04, I will count bales and see the pellet pile.



Nodwell Bison Report, Nov. 04, 2021

13:30 I had not heard from Norman today so I stopped in on my way home from town. There were a number of bison feeding near the bales so I did not go in and have them scatter. When Norman drove the cart out they followed so I came into the yard. He took a full cart out to the north paddock and another into the pasture on the hill. This was a mix of hay and pellets. Once they followed him out he put up the gate to keep them out of the remaining bales. There were about 36 bales remaining and I understand there will be more delivered on Monday. If so, there is no chance of running short.





Nodwell Bison Report, Nov. 05, 2021

15:00 I stopped by the bison area and Norman had begun feeding them. He had already spread through the north paddock and was loading to do the pasture on the hill. The bison seemed to be feeding as they do. There were pellets and bales loaded into the wagon. There are more bales and pellets arriving early next week.

I counted 27 intact bales remaining today after feeding.

Norman said that he may have some of the bison moved to market tomorrow if what he needs to work out does work out.





Nodwell Bison Report, Nov. 06, 2021

15:00 I got a text from Norman that he was about to feed the bison. I was there in time to watch him load the second wagon. At least 4 bales and a loader bucket of pellets were added. This was spread in the north paddock as the hill had already been done. I saw approx. 26 intact bales remaining. There are also a few broken up and used as free choice in the yard.





Nodwell Bison Report, Nov. 07, 2021

13:00 Norman sent a text that he was feeding bison and loading cattle for transport to market. I arrived shortly thereafter and they were loading cattle to go to Saskatoon. 40 animals were loaded and I was told that they were cows and calves. I asked about the load yesterday and was told it was 39 bison, also cows and calves that went to Ponoka. He has a truck coming tomorrow afternoon but he was not sure what was going and where. He still has bison to tag. There are 20 bales remaining and pellets for a couple days. I was told that feed was spread in the north paddock as usual and bulk bales broken up and pellets were placed in the pasture on the hill due to high wind. Bison seemed to be on the feed as normal.

I will be unavailable to attend from noon tomorrow, Nov. 08 to about Nov. 11 afternoon.



Nodwell Bison Report, Nov. 08, 2021

10:45: I went to town early for an appointment and swung by the bison ranch. There was no activity so I decided to return later.

15:00 The gate was open so I drove in and met up with Norman up by his office area. He had been called about a pellet delivery coming a day early so he had the feed cart unhitched. He was preparing to put out bales with the grapple on the tractor. While I was there the driver said he was going to be even later yet and there was possibly a bale delivery today as well. Bison were feeding in their areas and Norman was on his way out with a bucket of pellets when I left. He was to put out broken up bales for them today as well. Once the two deliveries have been completed he will reattach the cart and feed as usual. He was trying to coordinate a load of bison to Ponoka tomorrow but the details had yet to be worked out. I will go by tomorrow morning and see if anything has developed.





Fritz, John

From: Tom Carefoot <tomwcare1@gmail.com>
Sent: Tuesday, November 9, 2021 15:24
To: John A. Gabrysh; Fritz, John
Subject: [EXT] Nodwell Bison. Nov 09

Am away so here is a brief report for this morning. Bales were delivered this morning and pellets yesterday. There are 37 +/- new bales and a full enclosure of pellets. Pics are attached here as









I am not at my computer. Thx. Tom

Sent from my iPhone

Nodwell Bison Report, Nov. 11, 2021

14:00 Returned back to the area and stopped by the bison paddocks on the way home. I met with Norman and he said they were already fed. He took out bales to break up and bulk pellets as it had snowed and more was forecast. He also said that he had shipped out 39 bison cows, calves and yearlings yesterday to Ponoka. He plans to tag more tomorrow and try to have 2 loads go out on Saturday. There are about 32 bales remaining and pellets had been taken from the enclosure.





Nodwell Bison Report, Nov. 12, 2021

10:00 Got a text from Norman that they were beginning to feed the animals. I went right over and they were just finishing up. I saw the bison feeding in the north paddock but the ones in the pasture were behind the hill out of the wind. They took out a mix of hay and pellets for them with the tractor and wagon. I was told about 2 bales along with some older round ones and 1000 lbs of pellets to add to what was taken out yesterday.

Bison in the pen managed to push out a corral panel and get back with the herd, will have to be caught again. They plan to sort and tag again today and intend to ship out a couple loads on the weekend. There were 30 bales remaining and the pellets had been accessed again.





Nodwell Bison Report, Nov. 13, 2021

13:00 Did not hear from anyone but I knew they were having a busy day so I went ahead over. Norman and two others were separating and tagging bison. There were already two loads of approx. 72 bison total moved out this morning. He will move another tomorrow if all is ready. Feeding was finished and bison in the field and paddocks were eating. I am told that pellets and hay was spread earlier. There are approx. 24 bales remaining and the pellet pile had been taken from.





Invoice

The Duperow Co-operative Association Limited
BOX 1180
BIGGAR, SK S0K 0M0
Ph: 306-948-2706 Fax: 306-948-2707

Ref No: 03121522
Date: Nov 13, 2021
Page: 1 of 1

Sold To:
NODWELL, NORMAN & WILLA (7732)
BOX 473
BIGGAR, SK S0K0M0
(7732)

Ship To:
BOX 473
BIGGAR, SK S0K0M0

3069483492
Sales Rep: Faith
GST#: 105209084

Cashier#

Item #	Description	Ref No	Quantity	Unit	Taxes	Unit Price	Amount
6082614	2:1 CATTLE RANGE MINERAL 20-KG Lot#: 212118-5		6	EACH	N	\$30.75	\$184.50
SiftoCobaltB lock	COBALT IODIZED SALT BLOCK 20KG Lot#: 071221B, 072221B		6	EACH	G	\$6.79	\$40.74
						Subtotal:	\$225.24
						GST	\$2.04

Total: \$227.28
Debit Card: \$227.28
Balance Owing: \$0.00

Signature: _____ Date: _____



Livestock Manifest

LA 246982	PRINT AND PRESS HARD	Date		
		Month	Day	Year

Pay to Owner (Payee) <i>110 MTHU</i>	Payee's Phone Number
---	----------------------

Address of Owner (Payee) <i>Box 320 LKGA SK</i>	Postal Code	Premise ID#
--	-------------	-------------

On Account of Producer (Contributor) <i>Delethe 201 841 3586</i>	Producer's Phone Number
---	-------------------------

Producer's (Contributor's) Address	Postal Code	Premise ID#	R.M. Number
------------------------------------	-------------	-------------	-------------

Consigned or Transported to: <i>KAV</i>	Address	Premise ID#
--	---------	-------------

No.	Kind	Colour	Brands	Location of Brand	Market Use Only
<i>15</i>	<i>calves</i>				
<i>22</i>	<i>calves</i>				
<i>2</i>	<i>bulls</i>				

Total Animals <i>39</i>	I certify that the information above is true and I agree to the terms on the back of these pages (including the collection and disclosure of personal information to SCA)
----------------------------	---

X Owner's signature (or authorized agent)	Address
---	---------

Transporter's Name <i>LIVESTOCK LTD</i>	Address
--	---------

Vehicle License #	Hauling Charge	Transport Driver's Signature	Time
-------------------	----------------	------------------------------	------

Total Animals Confirmed by:	Market Receiver's Signature	Month	Day	Year	Time
-----------------------------	-----------------------------	-------	-----	------	------

Premise ID#	Month	Day	Year	Time
-------------	-------	-----	------	------

Inspector's Use Only					
Date			Inspector's Remarks		
Month	Day	Year			
Inspt. Point Code	Accounts Receivable Number				
Cattle	Horse	Statutory Deductions	JST Code		
Total Inspections <i>T</i>	Total Inspections <i>T</i>	Check off <i>C</i>			
Associated Permit Numbers					
Receipt No.	Amt. Collected by Inspector				
Inspector's Signature	\$	Inspector's No.			

Copy 3 - Producer's Copy

Reprinted 09/19

LA 246982



Livestock Manifest

LA 246984		PRINT AND PRESS HARD		Date <u>11</u> / <u>7</u> / <u>21</u>	
Pay to Owner (Payee) <u>MONTRIE P. BLOOMFIELD</u>				Payee's Phone Number	
Address of Owner (Payee) <u>2031320 WIGGAM SK S4E0M1</u>			Postal Code	Premise ID#	
On Account of Producer (Contributor) <u>MLHC 204-444-3611</u>			Producer's Phone Number		
Producer's (Contributor's) Address		Postal Code	Premise ID#	R.M. Number <u>347</u>	
Consigned or Transported to: <u>111 / 111</u>				Address	
				Premise ID#	
No.	Kind	Colour	Brands	Location of Brand	Market Use Only
<u>30</u>	<u>HEIFER</u>	<u>RED</u>	<u>F T</u>	<u>AN</u>	
<u>40</u>	<u>HEIFER</u>	<u>RED</u>	<u>T</u>	<u>AN</u>	
Total Animals <u>70</u>		I certify that the information above is true and I agree to the terms on the back of these pages (including the collection and disclosure of personnel information to SCA)			
<input checked="" type="checkbox"/> Owner's signature (or authorized agent) <u>[Signature]</u>					
Transporter's Name <u>SK 17...</u>			Address		
Vehicle License # <u>...</u>	Hauling Charge	Transport Driver's Signature <u>[Signature]</u>		Time :	
Total Animals Confirmed by:					
Market Receiver's Signature					
Premise ID#		Month Day Year		Time :	

Inspector's Use Only					
Date			Month	Day	Year
Inspector's Remarks					
Inspt. Point Code	Accounts Receivable Number		B		
Cattle	Horse	Statutory Deductions	JST Code		
Total Inspections <u>T</u>	Total Inspections <u>T</u>	Check off <u>C</u>			
Associated Permit Numbers					
Receipt No.		Amt. Collected by Inspector			
Inspector's Signature		Inspector's No.			

Copy 3 - Producer's Copy

Reprinted 09/19

LA 246984



Livestock Manifest

LA 246985 **PRINT AND PRESS HARD** Date 11/20/19

Pay to Owner (Payee) 13011 HW 2110 DWP 22 Payee's Phone Number 204-944-2500

Address of Owner (Payee) Box 120 WIGGAL Postal Code S4A 0M0 Premise ID#

On Account of Producer (Contributor) 13011 HW 2110 DWP 22 Producer's Phone Number 204-944-2500

Producer's (Contributor's) Address Postal Code Premise ID# R.M. Number 247

Consigned or Transported to: ✓✓✓ Penok Address Premise ID#

No.	Kind	Colour	Brands	Location of Brand	Market Use Only
20	Cows				
14	Calves				
4	Yearlings				

Total Animals 38 I certify that the information above is true and I agree to the terms on the back of these pages (including the collection and disclosure of personnel information to SCA)
 Owner's signature (or authorized agent)

Transporter's Name S&T Trucking Address

Vehicle License # 207 Hauling Charge Transport Driver's Signature Time

Total Animals Confirmed by: Market Receiver's Signature

Premise ID# Month Day Year Time

Inspector's Use Only

Date 11/20/19 Inspector's Remarks

Inspt. Point Code Accounts Receivable Number B

Cattle Horse Statutory Deductions JST Code

Total Inspections T Total Inspections T Check off C

Associated Permit Numbers

Receipt No. Amt. Collected by Inspector \$

Inspector's Signature Inspector's No.



Livestock Manifest

LA 246876	PRINT AND PRESS HARD	Date <u>11 5</u> Month Day Year
------------------	-----------------------------	------------------------------------

Pay to Owner (Payee) <u>1041 11th St</u>	Payee's Phone Number <u>306-241-1111</u>
---	---

Address of Owner (Payee) <u>1041 11th St</u>	Postal Code <u>S6C0M6</u>	Premise ID#
---	------------------------------	-------------

On Account of Producer (Contributor) <u>1041 11th St</u>	Producer's Phone Number <u>306-241-1111</u>
---	--

Producer's (Contributor's) Address <u>1041 11th St</u>	Postal Code <u>S6C0M6</u>	Premise ID#	R.M. Number <u>11</u>
---	------------------------------	-------------	--------------------------

Consigned or Transported to: <u>1041 11th St</u>	Address <u>1041 11th St</u>	Premise ID#
---	--------------------------------	-------------

No.	Kind	Colour	Brands	Location of Brand	Market Use Only

Total Animals <u>30</u>	I certify that the information above is true and I agree to the terms on the back of these pages (including the collection and disclosure of personnel information to SCA) <input checked="" type="checkbox"/> Owner's signature (or authorized agent)
----------------------------	---

Transporter's Name <u>1041 11th St</u>	Address <u>1041 11th St</u>
---	--------------------------------

Vehicle License # <u>12345</u>	Hauling Charge	Transport Driver's Signature <u>[Signature]</u>	Time :
-----------------------------------	----------------	--	-----------

Total Animals Confirmed by: <u>30</u>	Market Receiver's Signature <u>[Signature]</u>
--	---

Premise ID#	Month Day Year	Time :
-------------	----------------	-----------

Inspector's Use Only					
Date	Month	Day	Year	Inspector's Remarks	
Inspt. Point Code	Accounts Receivable Number		B		
Cattle	Horse	Statutory Deductions	JST Code		
<u> </u> T	<u> </u> T	<u> </u> C	Check off		
Associated Permit Numbers					
Receipt No.	Amt. Collected by Inspector				
Inspector's Signature	\$				
Inspector's No.					

Copy 3 - Producer's Copy

Reprinted 09/19

LA 246876



Livestock Manifest

LA 246877		PRINT AND PRESS HARD		Date <small>Month Day Year</small> // //	
Pay to Owner (Payee)				Payee's Phone Number	
Address of Owner (Payee)			Postal Code	Premise ID#	
On Account of Producer (Contributor)				Producer's Phone Number	
Producer's (Contributor's) Address			Postal Code	Premise ID#	R.M. Number
Consigned or Transported to:			Address		Premise ID#
No.	Kind	Colour	Brands	Location of Brand	Market Use Only
3					
11					
4					
Total Animals		I certify that the information above is true and I agree to the terms on the back of these pages (including the collection and disclosure of personal information to SCA)			
35		X Owner's signature (or authorized agent)			
Transporter's Name			Address		
Vehicle License #	Hauling Charge	Transport Driver's Signature			Time
					:
Total Animals Confirmed by:					
Market Receiver's Signature					
Premise ID#				Month Day Year	Time
				:	:

Inspector's Use Only					
Date			Month	Day	Year
Inspector's Remarks					
Inspt. Point Code	Accounts Receivable Number		B		
Cattle	Horse	Statutory Deductions	JST Code		
Total Inspections <u>T</u>		Total Inspections <u>T</u>	Check off <u>C</u>		
Associated Permit Numbers					
Receipt No.		Amt. Collected by Inspector			
		\$			
Inspector's Signature			Inspector's No.		



Livestock Manifest

LA 145165 **PRINT AND PRESS HARD** Date 11 / 14 / 21

Pay to Owner (Payee) _____ Payee's Phone Number _____

Address of Owner (Payee) _____ Postal Code _____ Premise ID# _____

On Account of Producer (Contributor) _____ Producer's Phone Number _____

Producer's (Contributor's) Address _____ Postal Code _____ Premise ID# _____ R.M. Number 247

Consigned or Transported to: _____ Address _____ Premise ID# _____

No.	Kind	Colour	Brands	Location of Brand	Market Use Only
<u>14</u>	<u>CALVES</u>				
<u>25</u>	<u>COWS</u>				

Total Animals _____ I certify that the information above is true and I agree to the terms on the back of these pages (including the collection and disclosure of personal information to SPS)
 Owner's signature (or authorized agent)

Transporter's Name _____ Address _____

Vehicle License # 7 20 Hauling Charge _____ Transport Driver's Signature _____ Time _____

Total Animals Confirmed by _____ Market Receiver's Signature _____

Premise ID# _____ Month _____ Day _____ Year _____ Time _____

Inspector's Use Only

Date _____ Month _____ Day _____ Year _____ Inspector's Remarks _____

Inspt. Point Code _____ Accounts Receivable Number _____ **B**

Cattle _____ Horse _____ Statutory Deductions _____ JST Code _____

_____ T _____ T _____ C
 _____ Total Inspections _____ Check off _____
 Permit Numbers _____

Amt. Collected by Inspector _____ \$ _____

Inspector's No. _____

Co.

's Copy

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Livestock Manifest

LA 145166

PRINT AND PRESS HARD

Date Month Day Year

Pay to Owner (Payee)

Payee's Phone Number

Address of Owner (Payee)

On Account of Producer (Contributor)

Postal Code

Premise ID#

Producer's (Contributor's) Address

Producer's Phone Number

Postal Code

Premise ID#

R.M. Number

Consigned or Transported to:

Address

Premise ID#

No.	Kind	Colour	Brands	Location of Brand	Market Use Only
13	CALVE				
4					
1					
3					

Total Animals I certify that the information above is true and agrees to the terms on the back of these pages including the collection and disclosure of personal information to SCSA.

X Owner's signature (or authorized agent)

Transporter's Name

Address

Vehicle License #

Hauling Charge

Transport Driver's Signature

Total Animals Confirmed by:

Time

Premise ID#

Market Receiver's Signature

Month Day Year

Time

Inspector's Use Only

Date Month Day Year

Inspector's Remarks

Inspt. Point Code Accounts Receivable Number

Cattle Horse Statutory Deductions **B** JST Code

Total Inspections Total Inspections Check off **C**

Associated Permit Numbers

Receipt No. Amt. Collected by Inspector \$

Inspector's Signature Inspector's No.

LA 145166

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 #: 101
Your Number: S 208466
Our Order#: LEB-1505
Date: 11/8/21

F.O.B.: BIGGAR SK
Terms: **Net upon receipt**

QUANTITY	PACKAGE	MATERIAL	UNITS	PRICE	AMOUNT
41,790 KG	BULK	PLAIN GSPS	41.79 MT	\$ 379.00	\$15,838.41 CF

R&K
Fletcher Trucking
 306-921-9477

FREIGHT BILL OF LADING -- NOT NEGOTIABLE

Box 2578
 MELFORT, SK
 S0E 1A0

Phone 306-921-9477

2433

DATE: Nov 8/21

AT: Jenon Park
(POINT OF ORIGIN)

CONSIGNEE: Norman McDowell

SHIPPER: LFB Pellety

AT: Reason
(POINT OF DESTINATION)

UNIT #	TRAILER #	LOAD #	DESCRIPTION	KM's ORIGIN TO DESTINATION	NET WEIGHT
326		LFB-1505	Pellets		41,790

SHIPPER: _____
 DRIVER (LOAD): [Signature]
 DRIVER (UNLOAD): [Signature]
 UNLOAD UNIT #: 326

RECEIVED ON BEHALF OF THE ABOVE CONSIGNEE
 DELIVERY DATE: Nov 8/21
 PER: [Signature]

CLAIMS MUST BE PRESENTED WITHIN 48 HOURS AFTER DELIVERY. 2% INTEREST MAY BE CHARGED AFTER 30 DAYS.

862-6766 8626799

Lackawanna Products Corp

8545 Main PO Box 660

Clarence NY, 14031 716-633-1940



SCALE TICKET

DATE: Nov 8/21
 PRODUCT: plain pellets
 TRUCKER: Fletcher
 WEIGHTS GROSS: 60620
 TARE: 18830
 NET: 41790

SOLD TO: Norman McDowell
 RECEIVED FROM: _____

LOAD NO: LFB1505

TRUCKER SIGNATURE: _____

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 | 208
Invoice DATE | November 8, 2021

Sales Tax Rate: %

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
38	38 large sqaure alfalfa bales (4th load)	200.00	\$7,600.00
		SUBTOTAL	7,600.00
		TAX	
			\$7,600.00

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

North Saiger Trucking Ltd
Box 1236
Biggar, SK S0K 0M0

OUR NUMBER 677247
DATE Nov 8 2001
CUSTOMER'S ORDER

SC.DIG De 10: HE
ADDRESS 8300.360 Main Street
W. M. P. S. M. M. R 36323

NAME PERSON
FON
TERMS
VIA

ST. P. TO
ADDRESS

INVOICE

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	HAUL bales from Freemant Ent		
	Redgate St to Rodwell Farms		
	Biggar St.		
	41500 Loaded km		
	330 kms		
	CST		83.00
			1566.00
	TOTAL		1713.00

Blaehne 5032

© Blaehne 2010

Appendix C – November 29, 2021 Corrective Action Order

FOLLOW UP REPORT

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

Date: Nov. 29/2021 Weather Conditions: -1c (feels like -4c), sunny/windy

Who attended the complaint: APO Grebe, APO Keibel Norman Nodwell

Animal Protection Officer's Observations:

a) Type, number and condition of animals: _____

Appr. 100 head of bison - various ages, sizes.

Appr. a dozen head of cattle - various ages, sizes, colors.

b) Environment: (water, feed, shelter, care): Appr. a dozen large square bales, appr. 21 round intact bales and partial round bales around pellets and appr. 4 partial round bales in yard.

Pellets on hand - unknown total amount or percentage left.

c) Previous recommendations to owner: _____

d) New recommendations to owner: Follow corrective action order.

e) Recheck required: Yes No Date of recheck: on or around Dec. 1st, 2021

f) Pictures taken: Yes No

Case Status: Closed Open pending: Follow up.

Date: Nov. 29, 2021 Officer S. Grebe #114
Animal Protection Officer Badge Number

File Number: S3515E21F
Date: Nov. 29/2021
Time: 11:09 am

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) You must follow all requirements listed in the CAO from Nov 2, 2021.
- 2) Bison calf identified must be bottle fed or humanely euthanized (today's date).
- 3) Straw bedding and windbreaks must be provided within 24 hrs from issuance of order.
- 4) Provide proof of euthanasia of any animals and manifests, bills of sale for animals and feed.

*Varied to include new requirements from Nov. 2, 2021 dated today Nov. 29th, 2021.

The above steps must be taken by: 5pm Nov. 30th 2021 unless otherwise stipulated.

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) You must follow all requirements listed in the CAO from Nov 2, 2021.
- 2) Bison calf identified must be bottle fed or humanely euthanized (today's date).
- 3) Straw bedding and windbreaks must be provided within 24 hrs from issuance of order.
- 4) Provide proof of euthanasia of any animals and manifests, bills of sale for animals and feed.

*Varied to include new requirements from Nov. 2, 2021 dated today Nov. 29th, 2021.

The above steps must be taken by: 5pm Nov. 30th 2021 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. Grebe #114
Animal Protection Officer (print name and Badge No.)

[Signature]
Owner/Caregiver Signature

[Signature]
Animal Protection Officer Signature

Appendix D – E-mail Correspondence between McDougall Gauley LLP and Little & Company LLP

From: [Frith, Craig](#)
To: "[Meagan Bortis](#)"
Subject: RE: Interim Receivership of Norman Prior Nodwell, QBG No 1038 of 2021
Attachments: [image001.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Good morning, Meagan,

Apologies for the typo. The figure should be "50" – not "650."

We will be in touch once we have Mr. Nodwell's response on the plan for the remaining animals.

Regards,

Craig Frith

cfrith@mcdougallgauley.com T: 306-665-5432 F: 306-664-4431

McDOUGALL GAULEY LLP BARRISTERS + SOLICITORS

500-616 Main Street. Saskatoon SK S7H 0J6
www.mcdougallgauley.com

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From: Meagan Bortis <meagan@littlelaw.ca>
Sent: December 1, 2021 9:18 AM
To: Frith, Craig <cfrith@mcdougallgauley.com>
Subject: RE: Interim Receivership of Norman Prior Nodwell, QBG No 1038 of 2021

Hello Craig,

Thank you for the follow up.

I wanted to clarify your last paragraph which indicates that there are 650 bison remaining with Mr. Nodwell. To the best of my knowledge, there are approximately 100 bison and 20 head of cattle remaining on the premise. Can you kindly confirm?

Finally, please note that we appreciate your indication that a "back-up plan" is created for the remaining animals. I note that APSS will be eager to be advised as to what the plan is for those animals so as to ensure that no animal is left in distress again. APSS has previously provided Mr. Nodwell with the veterinarian recommendations for what is required to care for those animals over the winter.

Best,

Meagan Bortis
Lawyer

112 Ave B North
Saskatoon SK S7L 1C8
E-mail: meagan@littlelaw.ca
Phone: 306-649-3100
Fax: 306-649-2226



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From: Frith, Craig <cfrith@mcdougallgauley.com>
Sent: Tuesday, November 30, 2021 5:18 PM
To: 'Meagan Bortis' <meagan@littlelaw.ca>
Subject: RE: Interim Receivership of Norman Prior Nodwell, QBG No 1038 of 2021

Thanks for your email, Meagan.

As you will have gathered from our conversation today, the Interim Receiver has not refused to provide further funding for the care of the animals and continues to work with Mr. Nodwell to address the APSS' concerns.

Based on the Interim Receiver's conversation with Mr. Nodwell this afternoon, the Interim Receiver understands that approximately 38 bales of hay are scheduled to be delivered tomorrow. The additional hay will be used for feed and bedding, as required, with the balance of the bales serving as temporary windbreaks until the animals are sold and removed. The remaining cattle (approximately 20) are scheduled to be transported for sale on December 5, and arrangements have been made for the sale of approximately 40 of the bison, which will be removed from the premises on December 5 or 6.

The Interim Receiver was previously unaware of any unpaid electricity bill or Mr. Nodwell's electrical service being at risk of disconnection (which may have an impact on his watering system). As mentioned, Mr. Nodwell has since represented to the Interim Receiver that he has not received any notice from SaskPower that the electricity is not in danger of being cut off. The Interim Receiver can advise that it has issued a cheque to Mr. Nodwell for work performed in the liquidation and has strongly urged him to ensure payment of the electricity in any event.

Finally, Mr. Nodwell has been encouraged to come up with a strategy for the approximately remaining 650 bison that are expected to remain on the farm (excepting those animals which are intended to be shipped on December 5 or 6), and the Interim Receiver suggests we turn our collective energies towards arriving at a back-up plan while Mr. Nodwell is still engaged and cooperating. We look forward to discussing that with you further.

Regards,

Craig Frith

cfrith@mcdougallgauley.com T: 306-665-5432 F: 306-664-4431

McDOUGALL GAULEY LLP BARRISTERS + SOLICITORS

500-616 Main Street, Saskatoon SK S7H 0J6
www.mcdougallgauley.com

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From: Meagan Bortis <meagan@littlelaw.ca>

Sent: November 30, 2021 10:40 AM

To: Frith, Craig <cfrith@mcdougallgauley.com>

Subject: RE: Interim Receivership of Norman Prior Nodwell, QBG No 1038 of 2021

Mr. Frith,

Thank you for your email. I have spoken to my client again this morning and they have advised that during their conversation with Mr. Nodwell and Deloitte yesterday that Deloitte refused to provide any more funding for care of the animals. This includes funding for provision of bedding and windbreaks as well as payment toward the outstanding power bill (which Mr. Nodwell indicates may be cut off) to ensure that the animals continue to have access to the only available watering system. It is my understanding that approximately 100 bison and 20 cattle remain on the Nodwell premises and will continue to remain there for at least a week before they can be shipped for sale. These above measures have been included as care instructions in the CAO for Mr. Nodwell since November 2, 2021 and continue to be in place. I have attached copies of the two most recent CAOs issued in relation to Mr. Nodwell for your reference.

My client remains very concerned that the remaining animals are not receiving adequate care. We would very much like to continue our working relationship with the Interim Receiver in this matter. To date, there have been great efforts to work together, which has been beneficial to all parties. However, as there are still animals on the premises that require care and attention, this working relationship is not over. We would request that you kindly speak to your client about meeting the requirements for the immediate care of the animals because at this time, Mr. Nodwell is not able to meet the requirements under the CAO and this places the animals at risk.

I look forward to hearing from you at your earliest convenience. I am in the office today, barring a few court appearances.

Best,

Meagan Bortis

Lawyer

112 Ave B North

Saskatoon SK S7L 1C8
E-mail: meagan@littlelaw.ca
Phone: 306-649-3100
Fax: 306-649-2226



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From: Frith, Craig <cfrith@mcdougallgauley.com>
Sent: Monday, November 29, 2021 5:45 PM
To: 'Meagan Bortis' <meagan@littlelaw.ca>
Subject: RE: Interim Receivership of Norman Prior Nodwell, QBG No 1038 of 2021

Hi Meagan,

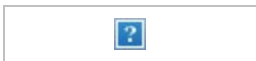
Just a quick note to confirm that I understand our clients have been in contact this afternoon and I understand the IR is working with Mr. Nodwell to address the concerns you conveyed on our call this afternoon.

Thanks for reaching out and please don't hesitate to give me a call if you need anything further in the meantime.

Regards,

Craig Frith

cfrith@mcdougallgauley.com T: 306-665-5432 F: 306-664-4431



500-616 Main Street. Saskatoon SK S7H 0J6

www.mcdougallgauley.com



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Appendix E – E-mail Correspondence from the Interim Receiver to Animal Protection Services

From: [Fritz, John](#)
To: [Stacey Greke](#)
Cc: [Don Ferguson](#); meagan@littlelaw.ca; nodwell@sasktel.net; [Jay Watson](#); [Frith, Craig](#); [Warga, Brent](#)
Subject: Interim Receivership of Norman Prior Nodwell
Date: Tuesday, December 7, 2021 8:35:12 PM

To: Stacey Greke

Further to our telephone conversation on Monday December 6, 2021 regarding Norman Nodwell, the Interim Receiver was finally able to reach Mr. Nodwell by telephone this afternoon. Based on our discussion, we can provide the following update:

- Mr. Nodwell shipped twenty-two (22) cattle to Miller Livestock on December 6, 2021, and advised that limited non-saleable cattle remain onsite which he characterized as “pets”. Based on reporting provided to the Interim Receiver by its agent, approximately eleven (11) non-saleable cattle remain onsite. The Interim Receiver continues to follow up with Mr. Nodwell to ascertain what makes these residual cattle “non-saleable”.
- Mr. Nodwell has advised that he intends to ship his remaining saleable bison (approximately forty (40)) to Vold Jones Vold in Ponoka, Alberta on Wednesday, December 8, 2021 or Thursday, December 9, 2021 (the “Final Bison Shipment”). Although the specific date has not been confirmed, Mr. Nodwell further advised that he believes he has sufficient assistance and a commitment from a transport company to complete this shipment.
- Although Mr. Nodwell does not have any straw onsite, as outlined to Animal Protection Services of Saskatchewan’s (“APSS”) legal counsel on November 30, 2021, arrangements were made for an additional load of thirty-eight (38) hay bales to be delivered to Mr. Nodwell’s farm on December 1, 2021. Although a more expensive option than straw, Mr. Nodwell confirmed that the hay could be used as a windbreak, bedding, and a source of feed given straw was not immediately available at that time.
- As of December 5, 2021, thirty-nine (39) round bales and ten (10) square bales of hay remained onsite. Mr. Nodwell has confirmed that sufficient material remains onsite to provide care for the remaining livestock until December 13, 2021 (at a minimum).
- Mr. Nodwell has been apprised of the Interim Receiver’s pending Court application in Saskatoon on December 10, 2021 at 9:00 a.m. dealing with various matters related to the Interim Receiver’s automatic discharge on December 13, 2021 (the “Automatic Discharge”). Materials related to the December 10, 2021 hearing were served on the Service List by the Interim Receiver’s legal counsel on or about 4:24 p.m. CT this afternoon.
- Following completion of the Final Bison Shipment, Mr. Nodwell expects that he will have approximately fifty (50) bison which are not in a condition to be shipped for sale (the “Non-Saleable Bison”). Mr. Nodwell advised that he expects to retain the Non-Saleable bison following the Automatic Discharge of the Interim Receiver, however he does not have a plan as to how to procure feed on a go forward basis.

Although Mr. Nodwell has liquidated the majority of his livestock and expects to continue to do so this week, he also expects to retain certain livestock following the Automatic Discharge of the Interim Receiver.

As discussed on Monday, should a further conversation between the Interim Receiver, APSS, and our respective legal counsel(s) be of assistance, please advise and we can schedule same forthwith.

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

Appendix F – Fees and Disbursements of the Interim Receiver

NORMAN PRIOR NODWELL

SUMMARY OF INTERIM RECEIVER FEES AND DISBURSEMENTS

Date	Invoice #	Fees	Disbursements	GST	Total	Hours
8-Nov-21	8002182585	\$ 61,785	\$ 748	\$ 3,127	\$ 65,659	144.3
8-Dec-21	8002256379	30,890	2,049	1,647	34,586	72.8
Total		\$ 92,674	\$ 2,798	\$ 4,774	\$ 100,245	217.1



Invoice 8002182585

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Mathan Kumar
BMO Financial Group
S.A.M.U., Western Canada, Winnipeg Main Branch
201 Portage Ave. 16th Floor
Winnipeg MB R3B 3K6
Canada

Tel:(204)942-0051
Fax:(204)947-9390
www.deloitte.ca

Date: November 08, 2021
Client No.: 1140625
WBS#: BAN03563
Engagement Partner: Brent Warga
GST Registration: 12289 3605 RT0001

For professional services rendered

Fees

In accordance with the Court Appointed Receivership proceedings of Norman Prior Nodwell for the period October 11, 2021 to November 4, 2021:

B. Warga - Partner (57.5 hrs): 28,462.50
J. Fritz - Senior Manager (83.2 hrs): 32,448.00
C. Knox - Manager (1.7 hrs): 544.00
T. Dew - Senior Associate (0.8 hrs): 220.00
R. Florea - Technician (1.1 hrs): 110.00

Total (144.30 hrs): 61,784.50

GST applicable 61,784.50

Expense

Travel / Accommodations (excludes airfare)

GST applicable 748.31

Sales Tax

GST at 5.00 % 3,126.64

Total Amount Due (CAD) 65,659.45

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

**NORMAN PRIOR NODWELL
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8002182585**

Date	Name	Hours	Total	Description
10/11/2021	Warga, Brent	2.2	1,089.00	Review and edits to draft application materials.
10/13/2021	Fritz, John	2.0	780.00	Calls with J. Gabrysh re: vet site visit, operations, feed sources, etc; review of Nodwell operations and land locations; correspondence with counsel to the primary secured creditor.
10/13/2021	Warga, Brent	2.6	1,287.00	Call with J. Gabrysh; drafting of borrowing certificate; drafting of notice to creditors; drafting of website posting; various e-mail correspondence to/from MLT Aikins re: court hearing; discussions with J. Fritz re: site attendance matters.
10/14/2021	Fritz, John	6.5	2,535.00	Travel to and from farm; meeting with N. Nodwell; viewing and inventorying livestock and feed; call with J. Gabrysh re: Nodwell feed sourcing and potential involvement; correspondence to N. Nodwell re: information requests.
10/14/2021	Warga, Brent	6.5	3,217.50	Travel to/from Nodwell's Farm; meeting with N. Nodwell; counting of bison; inspection of feed and cattle.
10/15/2021	Florea, Ramona	1.1	110.00	New website creation and updates.
10/15/2021	Fritz, John	6.0	2,340.00	Calls with N. Nodwell, Animal Protective Services, auctioneers, and potential feed suppliers; evaluation of bison sale options and realization scenarios; review of correspondence from Animal Protective Services; correspondence with counsel re: draft purchase and sale agreement.
10/15/2021	Warga, Brent	5.5	2,722.50	Various calls with auctioneers, N. Nodwell, and APS; drafting of liquidation schedule; drafting of purchase and sale agreement; various e-mail correspondence with MLT Aikins; call with BMO.
10/17/2021	Fritz, John	1.2	468.00	Correspondence with J. Gabrysh; call to potential feed supplier; call with N. Nodwell; update to B. Warga.
10/18/2021	Fritz, John	10.2	3,978.00	Travel to/from Saskatoon to Nodwell farm; meeting with N. Nodwell and Animal Protective Services; calls with feed suppliers; correspondence with counsel to the Receiver re: Animal Protective Services process and order.
10/18/2021	Warga, Brent	3.7	1,831.50	Calls with J. Fritz re: file matters; call with APS; calls with legal counsel re: APS Order.
10/19/2021	Fritz, John	6.3	2,457.00	Correspondence with N. Nodwell re: continued operations; calls and correspondence with J. Gabrysh re: shipping of feed and monitoring operations; calls and correspondence with feed suppliers; compilation of creditors' list.
10/19/2021	Warga, Brent	3.6	1,782.00	Call with BMO re: file matters; call with McDougall Gauley re: APS Order; various calls with J. Fritz re: file matters.
10/20/2021	Knox, Christopher	0.4	128.00	Discussions with VersaBank re: account matters; enter and complete bank deposit.
10/20/2021	Fritz, John	6.1	2,379.00	Call with N. Nodwell re: ongoing operations; calls and correspondence with J. Gabrysh re: feed logistics and monitoring of operations; calls and correspondence with feed suppliers; correspondence with counsel re: APS orders; finalize creditor notice.
10/20/2021	Warga, Brent	3.4	1,683.00	E-mail correspondence with McDougall Gauley re: APS Order; correspondence with L. Vold; review of creditor notices; drafting of First Report of the Interim Receiver; calls with J. Fritz re: file matters.
10/21/2021	Knox, Christopher	0.8	256.00	Draft cheque requisitions and prepare cheques to pay Freedman Ent for bales and North Sniper Trucking for delivery; send documents to J. Fritz and B. Warga for review and signing.
10/21/2021	Fritz, John	5.9	2,301.00	Draft update to APS; correspondence with counsel and to APS; call with N. Nodwell re: operational matters; potential interested purchasers correspondence; direction to C. Martin re: creditors' notice; feed supplier logistics; calls with J. Gabrysh.
10/21/2021	Warga, Brent	3.1	1,534.50	Review and edits to APS update; finalization of Undertakings re: APS withdrawal of CAO; various calls with J. Fritz re: file matters.
10/22/2021	Fritz, John	7.3	2,847.00	Various calls and correspondence re: feed logistics; auctioneer call and correspondence re: bison sales; compilation of information and analysis re: pending calf sale and evaluation of alternatives; calls with N. Nodwell re: operations and sale alternatives.
10/22/2021	Warga, Brent	2.8	1,386.00	Calls with J. Fritz re: file matters; drafting of First Report.
10/24/2021	Fritz, John	0.4	156.00	Correspondence re: feed logistics.
10/25/2021	Knox, Christopher	0.5	160.00	Draft cheque requisition and prepare wire transfer request to purchase feed pellets and process wire.
10/25/2021	Fritz, John	6.4	2,496.00	Calls to interested purchasers and auctioneers re: sales process; calls with J. Gabrysh and C. Lent re: operations and feed logistics; calls with N. Nodwell re: operations and sales processes (cattle, bison); calls with B. Warga re: sales process updates.
10/25/2021	Warga, Brent	3.5	1,732.50	Drafting of First Report; call with L. Vold; various calls with J. Fritz re: file matters.
10/26/2021	Fritz, John	1.4	546.00	Call and correspondence to N. Nodwell re: operations and sale plan; correspondence with J. Gabrysh and T. Carefoot re: operations; calls with potential vendors for bison.
10/26/2021	Warga, Brent	1.1	544.50	Call with N. Nodwell; updates to bison sales option analysis; e-mail correspondence to/from BMO.
10/27/2021	Fritz, John	6.1	2,379.00	Calls and Correspondence with N. Nodwell re: feed, sales process, and operational logistics; calls re: sales process; references for potential vendors; APSS correspondence; correspondence with T. Carefoot/J. Gabrysh re: operational matters; update to primary secured creditor.
10/27/2021	Warga, Brent	3.9	1,930.50	Calls with Jack Auction Group; call with P. Chambers re: Jack Auction Group; call with C. Mamer re: bison pricing and Jack Auction Group; call with BMO; calls with J. Fritz re: file matters.
10/28/2021	Dew, Todd	0.4	110.00	Trust administration.
10/28/2021	Fritz, John	7.3	2,847.00	Calls with N. Nodwell re: sales process, operations, and compliance issues; call with counsel and secured creditor; call and preparation of update to APSS; calls with prospective bison purchasers/liquidators.
10/28/2021	Warga, Brent	3.8	1,881.00	Calls with N. Nodwell re: sales process; call with APS re: animal welfare and possession; calls with BMO; review of various e-mail correspondence re: file matters; review of APSS update.
10/29/2021	Dew, Todd	0.4	110.00	Trust administration.
10/29/2021	Fritz, John	0.7	273.00	Calls with N. Nodwell re: sales process and APSS update; calls and correspondence with interested parties; distribution of APSS update.
10/29/2021	Warga, Brent	2.1	1,039.50	Calls with N. Nodwell re: sales plan; calls with C. Frith re: file matters; review and signing of disbursements.
11/1/2021	Fritz, John	0.9	351.00	Calls with B. Warga and N. Nodwell; call with S. Greke at APSS.
11/1/2021	Warga, Brent	3.7	1,831.50	Drafting of First Report; calls with N. Nodwell; call with APS.
11/2/2021	Fritz, John	2.1	819.00	Calls with N. Nodwell re: operations and APSS matters; update to primary secured creditor; Finning Cat calls and correspondence re: ongoing equipment repairs; JAG Bailiff correspondence re: monitoring.
11/2/2021	Warga, Brent	0.8	396.00	Call with N. Nodwell; call with BMO; review of various e-mail correspondence re: file matters.
11/3/2021	Fritz, John	3.5	1,365.00	Calls with N. Nodwell re: operational and sales matters; supplier arrangements (equipment, rental replacement, bison tags, feed, etc.); calls with counsel re: status of Interim Receivership and potential extension; review of APSS directive and summary.
11/3/2021	Warga, Brent	3.1	1,534.50	Calls with N. Nodwell re: bison shipments and file matters; calls with J. Fritz re: file matters; calls with McDougall Gauley re: Court hearing; call with MLT Aikins re: Court hearing; updates to First Report.
11/4/2021	Fritz, John	2.9	1,131.00	Update call with N. Nodwell re: operations and status of sales; review and edits to First Report of the Interim Receiver.
11/4/2021	Warga, Brent	2.1	1,039.50	Updates to First Report; e-mail correspondence with MLT Aikins and McDougall Gauley re: Court hearing; call with N. Nodwell; discussion with J. Fritz re: file matters.
Total		144.3	\$ 61,784.50	



Invoice 8002256379

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Mathan Kumar
BMO Financial Group
S.A.M.U., Western Canada, Winnipeg Main Branch
201 Portage Ave. 16th Floor
Winnipeg MB R3B 3K6
Canada

Tel: (204) 942-0051 Fax:
(204) 947-9390
www.deloitte.ca

Date: December 08, 2021
Client No.: 1140625
WBS#: BAN03563
Engagement Partner: Brent Warga
GST Registration: 12289 3605 RT0001

For professional services rendered

Fees

In accordance with the Court Appointed Receivership proceedings of Norman Prior Nodwell for the period November 5, 2021 to December 5, 2021:

B. Warga - Partner (28.50 hrs): 14,107.50
D. Crocker - Partner (0.50 hrs): 247.50
J. Fritz - Senior Manager (39.80 hrs): 15,522.00
T. Dew - Senior Associate (3.50 hrs): 962.50
R. Florea - Technician (0.50 hrs): 50.00

Total (72.80 hrs): 30,889.50

GST applicable 30,889.50

Expense

Bison Tags - 1,956.15
Travel - 93.10

GST applicable 2,049.25

Sales Tax

GST at 5.00 % 1,646.94

Total Amount Due (CAD) 34,585.69

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

**NORMAN PRIOR NODWELL
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8002256379**

Date	Name	Hours	Total	Description
11/5/2021	Fritz, John	1.1	429.00	Calls with N. Nodwell re: operational and shipping matters; review of First Report of the Interim Receiver; supplier calls and correspondence re: feed.
11/5/2021	Crocker, Darren	0.5	247.50	QAR First Report.
11/5/2021	Warga, Brent	1.1	544.50	Calls with N. Nodwell; updates to First Report and circulation of same.
11/6/2021	Fritz, John	0.5	195.00	Call with N. Nodwell and VJV re: bison shipment.
11/7/2021	Fritz, John	0.2	78.00	Call to N. Nodwell re: cattle shipment.
11/8/2021	Florea, Ramona	0.2	20.00	Website updates.
11/8/2021	Dew, Todd	0.5	137.50	Trust administration.
11/8/2021	Fritz, John	3.1	1,209.00	Calls with N. Nodwell re: operations and livestock shipping; supplier calls re: logistics; calls and correspondence with Miller Livestock and brand inspector re: cattle payment; finalize First Report of the Interim Receiver for service.
11/8/2021	Warga, Brent	2.2	1,089.00	Calls with N. Nodwell re: file matters and bison/cattle shipments; calls with J. Fritz re: file matters; e-mail correspondence with MLT Aikins and McDougall Gauley re: filing of First Report; review and finalization of First Report.
11/9/2021	Dew, Todd	0.6	165.00	Trust administration.
11/9/2021	Fritz, John	2.1	819.00	Call and correspondence with N. Nodwell; supplier correspondence re: payment logistics; primary secured creditor update.
11/9/2021	Warga, Brent	1.7	841.50	Call with N. Nodwell re: shipments and file matters; e-mail correspondence with BMO re: borrowing certificate and file update; discussion with J. Fritz re: file matters.
11/10/2021	Fritz, John	2.9	1,131.00	Calls to N. Nodwell re: operational and shipping update; drafting of APSS update and compilation of supporting documents.
11/10/2021	Warga, Brent	1.3	643.50	Call with N. Nodwell; various e-mail correspondence to/from legal counsel re: November 12 hearing.
11/11/2021	Fritz, John	1.3	507.00	Call with N. Nodwell re: shipments; APSS update; call and correspondence to bison stock yard re: confirmation of delivery; arrangements for proceeds to be paid to the Interim Receiver; feed logistics.
11/11/2021	Warga, Brent	0.4	198.00	Call with N. Nodwell; discussion with J. Fritz re: file matters.
11/12/2021	Fritz, John	0.7	273.00	Call with N. Nodwell re: operations and animal shipments; correspondence to suppliers re: feed arrangements.
11/12/2021	Warga, Brent	0.5	247.50	Call with N. Nodwell re: weekend shipments; review of various e-mail correspondence re: feed and file matters.
11/13/2021	Fritz, John	0.4	156.00	Call to N. Nodwell re: shipments of bison and operational matters.
11/14/2021	Fritz, John	2.4	936.00	Finalize and distribute update to APSS; call with N. Nodwell re: APSS update, shipments, and operational matters; call with VJV re: bison received and status of same.
11/14/2021	Warga, Brent	0.6	297.00	Review and edits to APS update.
11/15/2021	Florea, Ramona	0.1	10.00	Website update.
11/15/2021	Dew, Todd	0.5	137.50	Trust administration.
11/15/2021	Fritz, John	3.3	1,287.00	Calls and correspondence to N. Nodwell re: operational matters, APSS, and animal transport matters; review Miller Livestock cattle reporting; review of pricing information; correspondence with VJV re: sale timing; correspondence with APSS re: site visit.
11/15/2021	Warga, Brent	1.1	544.50	Calls with N. Nodwell re: bison shipments, APS, and other file matters; discussion with J. Fritz re: same.
11/16/2021	Dew, Todd	0.5	137.50	Trust administration.
11/16/2021	Fritz, John	0.7	273.00	Calls with N. Nodwell re: operations and bison shipments; supplier calls and correspondence.
11/16/2021	Warga, Brent	1.2	594.00	Calls with N. Nodwell re: bison shipments; discussions with J. Fritz re: file matters.
11/17/2021	Fritz, John	1.6	624.00	Call with N. Nodwell; calls to trucking companies re: livestock shipments; supplier calls; feed arrangements.
11/17/2021	Warga, Brent	0.6	297.00	Calls with N. Nodwell re: bison shipments.
11/18/2021	Conorton, Laura	0.2	20.00	Trust accounting.
11/18/2021	Fritz, John	1.1	429.00	Correspondence with N. Nodwell re: shipments; correspondence with T. Carefoot re: site visits; supplier correspondence.
11/18/2021	Warga, Brent	1.9	940.50	Calls to N. Nodwell re: file matters and bison shipments; drafting of Second Report.
11/19/2021	Fritz, John	2.1	819.00	Calls with N. Nodwell; VJV call re: sale; discussion with alternate interested parties; correspondence with suppliers; payable processing.
11/19/2021	Warga, Brent	1.5	742.50	Calls to N. Nodwell; review and signing of cheques.
11/22/2021	Fritz, John	1.9	741.00	Calls to N. Nodwell re: ongoing livestock shipments and sales plan; supplier calls and correspondence re: operational disbursements; interested party correspondence re: bison.
11/22/2021	Warga, Brent	1.5	742.50	Call with N. Nodwell; discussion with J. Fritz re: file matters; review of disbursements; call with brand inspector; e-mail correspondence to brand inspector and Miller Livestock.
11/23/2021	Fritz, John	0.7	273.00	Calls to N. Nodwell re: operations and shipments; alternate purchaser update.
11/23/2021	Warga, Brent	1.1	544.50	Calls with N. Nodwell re: bison/cattle shipments and feed requirements; call with J. Fritz re: same.
11/24/2021	Fritz, John	2.1	819.00	Calls with N. Nodwell; bison stockyard correspondence; review of sale results; compilation of estimated receipts and disbursements.
11/24/2021	Warga, Brent	0.8	396.00	Call with N. Nodwell; review of VJV auction results; review of pro forma R&D; call with J. Fritz re: file matters.
11/25/2021	Dew, Todd	0.5	137.50	Trust administration.
11/25/2021	Fritz, John	1.7	663.00	Calls with N. Nodwell re: shipments and operations; enquiries to suppliers and parties to assist with bison sorting and transport; correspondence with T. Carefoot re: site visits; edits to pro-forma R&D; update to primary secured creditor.
11/25/2021	Warga, Brent	1.1	544.50	Call with N. Nodwell re: shipments; call with BMO re: update.
11/26/2021	Fritz, John	2.5	975.00	Calls to N. Nodwell, T. Nodwell, T. Carefoot, and J. Gabrysh re: operational and livestock shipping matters; correspondence with suppliers, trucking providers, and stockyard.
11/26/2021	Warga, Brent	0.7	346.50	Updates to Second Report; call with T. Nodwell re: shipments.
11/29/2021	Dew, Todd	0.3	82.50	Trust administration.
11/29/2021	Fritz, John	2.7	1,053.00	Calls with N. Nodwell re: shipments and operations; call with S. Greke (APSS); supplier correspondence re: straw; correspondence with stockyard re: completed and pending livestock shipments; creditor enquiries.
11/29/2021	Warga, Brent	1.8	891.00	Call with N. Nodwell re: file matters; call with APS re: onsite attendance; review of e-mail correspondence from counsel re: APS attendance; discussion of file matters with J. Fritz; e-mail correspondence with BMO re: FDMS.
11/30/2021	Fritz, John	1.6	624.00	Calls to N. Nodwell; supplier correspondence re: feed and operational matters; APSS and counsel correspondence re: Nodwell operations and shipping.
11/30/2021	Warga, Brent	2.6	1,287.00	Calls with legal counsel re: APS; calls with N. Nodwell re: APS and shipping matters; email correspondence with BMO and MLT Aikins re: possible extension; review and edits to email correspondence to APS.
12/1/2021	Fritz, John	0.4	156.00	Call with N. Nodwell; supplier (feed) correspondence.
12/1/2021	Warga, Brent	0.5	247.50	Call with N. Nodwell re: file matters; review and execution of cheques.

**NORMAN PRIOR NODWELL
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8002256379**

Date	Name	Hours	Total	Description
12/2/2021	Fritz, John	0.6	234.00	Stockyard correspondence; calls with counsel re: Court hearing and reporting.
12/2/2021	Warga, Brent	0.7	346.50	Discussion of file matters with J. Fritz; calls with C. Frith and J. Lee re: discharge hearing.
12/3/2021	Dew, Todd	0.6	165.00	Trust administration.
12/3/2021	Fritz, John	2.1	819.00	Call with N. Nodwell; supplier correspondence; call and correspondence with counsel; calls and correspondence with stockyards re: shipment and settlement confirmation and reconciliation.
12/3/2021	Warga, Brent	3.6	1,782.00	Drafting of Second Report; call with N. Nodwell re: file matters; call with C. Firth re: file matters and APS; call with BMO re: file matters and APS.
Total		72.8	\$ 30,889.50	

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

NORMAN PRIOR NODWELL

**SUMMARY OF LEGAL FEES AND DISBURSEMENTS
MCDOUGALL GAULEY LLP**

Date	Invoice #	Fees	Disbursements	GST	PST	Total
8-Dec-21	662658	\$ 18,903	\$ 27	\$ 946	\$ 1,134	\$ 21,010
Total		\$ 18,903	\$ 27	\$ 946	\$ 1,134	\$ 21,010

IN ACCOUNT WITH



barristers and solicitors
(306) 653-1212
500 - 616 Main Street
Saskatoon, Saskatchewan S7H 0J6

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

Date: December 8, 2021
Invoice No.: 662658
File Number: 549268.10/CPF

GST 890275415
PST 1887298

RE: Norman Nodwell
FOR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH:

DATE	DESCRIPTION
12/10/21	Review and analyze draft order and other application materials
12/10/21	Email Warga - comments on draft order
12/10/21	Telephone attendance - Warga and Fritz - background and context for upcoming application
12/10/21	Review of draft interim receivership order
12/10/21	Review of consent to appointment
12/10/21	Review of draft order abridging service
12/10/21	Review of draft originating application
12/10/21	Review of application without notice
12/10/21	Review of affidavit of Mathew Kumar
12/10/21	Correspondence to Warga
12/10/21	To receipt of email from Warga
12/10/21	Telephone attendance on Warga and Fritz
12/10/21	To receipt of email from Warga
13/10/21	To reviewing court materials for October 14 application
13/10/21	To receipt of email from Warga re: possible consent order
13/10/21	Correspondence to Warga re: Webex particulars
13/10/21	To receipt of email from Warga
13/10/21	Review of executed Consent Order
14/10/21	Correspondence to Warga re: court application
14/10/21	To receipt of email from Warga
14/10/21	Correspondence to Warga
15/10/21	Receive and review correspondence from Bortis and email Warga re: same
15/10/21	Email exchanges with Fritz - bill of sale
15/10/21	Telephone attendance on Warga and Fritz - bill of sale
15/10/21	Review and analyze - bill of sale
15/10/21	Email Warga and Fritz - bill of sale
15/10/21	Email exchange with Warga - telephone attendance on APSS and site visit
15/10/21	Consideration of Bill of Sale legal issues
18/10/21	To receipt of voicemail Warga and return voicemail - RCMP presence
18/10/21	Telephone attendance on Warga and Fritz - APS investigation and RCMP presence onsite
18/10/21	Telephone attendance Warga - update on potential order including Deloitte
18/10/21	Telephone attendance on Warga - update on potential order including Deloitte
18/10/21	Review and analyze The Animal Protection Act, 2018
18/10/21	Telephone attendance Fritz - possible APA order

A monthly late charge of 9% per annum will be applied to unpaid balance after 30 days.

DATE	DESCRIPTION
18/10/21	Receive and review CRO and cross-reference with APA
18/10/21	Email Fritz - next steps re: CRO and possible appeal; APA and order references
18/10/21	To receipt of email from Warga
18/10/21	Telephone attendance on Warga
19/10/21	Document preparation - draft correspondence to Bortis - rescinding CRO
19/10/21	Email exchange with Warga re: draft to Bortis and revise and transmit same
19/10/21	Telephone attendance on Little & Co. - response to request to rescind CRO
19/10/21	Receive and review - email Bortis and cross-reference with order
19/10/21	Telephone attendance - Bortis
19/10/21	Email report Warga - telephone attendance on Bortis
19/10/21	Email exchanges with Warga - APSS compromise
19/10/21	Telephone attendance on Warga and Fritz - to consider issues re: proposed compromise with APSS
19/10/21	To consider issues re: APSS investigation
19/10/21	Review of interim receivership order
19/10/21	To consider issues re: APSS position/need to lift CAO
19/10/21	To review and revise draft materials
20/10/21	Preparation for telephone attendance - Bortis
20/10/21	Telephone attendance - Bortis - rescinding order
20/10/21	Email Warga - report on telephone attendance on Bortis
20/10/21	Email Metivier - court time
20/10/21	Receive and review - email Metivier re: court time and forward Warga
20/10/21	Email exchange with Bortis - undertaking
20/10/21	Review draft undertaking and email Warga and Fritz re: same
20/10/21	Receive and review proposed edits and reply email Warga
20/10/21	Email Bortis - revised undertaking
20/10/21	Correspondence from Metivier
20/10/21	Correspondence to Warga re: undertaking
21/10/21	To receipt of email from Bortis confirming revised undertaking and email Warga re: same
21/10/21	Receive and review executed undertaking and email Bortis re: same
21/10/21	Receive and review correspondence from APSS cancelling CAO and email Warga re: same
21/10/21	Email exchange with Fritz - draft APSS update
21/10/21	Review and comment - draft APSS update
28/10/21	Telephone attendance with Warga and Fritz and memorandum to file - update on discussion with APSS and Nodwell compliance
28/10/21	Review interim receivership order - options regarding Nodwell refusal
29/10/21	To receipt of voicemail Warga - Bison sale
29/10/21	Telephone attendance on Warga - bison sale
29/10/21	Email Watson - assistance with Nodwell
29/10/21	Telephone attendance - Watson multiple times and call Warga to report and consider issues - IR duties in circumstances
29/10/21	To receipt of email and voicemail Watson - Nodwell
29/10/21	Email and text exchange with Warga - response from Watson
29/10/21	To compile exhibits and cross-reference with declarations
29/10/21	Telephone attendance on Kambeitz - revisions to declaration
29/10/21	To consider issues re: pending auction sale of livestock
29/10/21	Correspondence to Warga
30/10/21	Email Warga - status and availability
01/11/21	Perusing documents
03/11/21	Telephone attendance on Warga and Fritz - status update and possible extension
03/11/21	Email exchange with Warga confirming extension
03/11/21	To receipt of email from Warga re: extension of Interim Receivership Order
03/11/21	Correspondence to Warga
03/11/21	To receipt of email from Warga
03/11/21	Correspondence to Warga
03/11/21	To receipt of email from Warga
03/11/21	Correspondence to Warga

DATE	DESCRIPTION
03/11/21	Review of Interim Receivership Order
04/11/21	Email exchange with Warga - court time and draft report
04/11/21	Email exchange with Warga - draft report
04/11/21	Review and edit draft report
04/11/21	To receipt of email from Warga
04/11/21	To review and revise draft materials
04/11/21	To receipt of email from Warga
04/11/21	Correspondence to Warga
05/11/21	Document revision - draft report
05/11/21	Email Warga - redlined draft report
05/11/21	To receipt of email from Warga
08/11/21	Email exchange with Warga - serving and filing IR report
08/11/21	Review BMO's notice application - IR extension
10/11/21	Email Warga - possible consent order
10/11/21	Email exchanges Warga confirming consent order
10/11/21	Email exchange with Warga confirming no response from APSS' counsel
10/11/21	Receive and review issued amended and restated IRO
10/11/21	To receipt of email from Warga re: court application
10/11/21	Correspondence to Warga
10/11/21	To receipt of email from Lee
10/11/21	Review of amended interim receivership order
15/11/21	Email Warga - action needed in wake of extension
15/11/21	Perusing documents
15/11/21	To receipt of email from Warga
15/11/21	Correspondence to Warga
29/11/21	Telephone attendance on Bortis - recent developments and APSS concerns
29/11/21	Email Warga - APSS concerns
29/11/21	Email exchange with Warga - contact with APSS and debtor - IR
29/11/21	Email Bortis - IR and APSS in contact and addressing concerns
30/11/21	Receive and review email on Bortis and APSS orders; email Warga re: same
30/11/21	Email exchange with Warga - accuracy of reps in Bortis email
30/11/21	Telephone attendance on Bortis - order expiry
30/11/21	Telephone attendance Warga and Fritz - status update and response to UPSS' counsel
30/11/21	Telephone attendance on Warga and Fritz - telephone attendance Nodwell and interim response to APSS' counsel
30/11/21	Telephone attendance on Bortis - update from Nodwell
30/11/21	Email Warga - report on Telephone attendance on Bortis and proposed email response
30/11/21	Email exchange with Warga and finalize and transmit email Bortis.
01/12/21	Email exchange with Bortis - remaining bison
01/12/21	Email Warga - exchange with Bortis
01/12/21	To consider issues related to position of APS
02/12/21	Telephone attendance - Warga and Fritz - ponding discharge and lack of standard protections
02/12/21	Email Metiever - court time
02/12/21	To receipt of voicemail Warga and return email inquiry re: court time and preparation of materials
03/12/21	Email exchange with Warga - email correspondence from AR report
03/12/21	Telephone attendance on Warga and Fritz - Nodwell issues re: pending sales and off amends
03/12/21	Telephone attendance - Bortis - Nodwell issues re: pending sales and off animals
03/12/21	Telephone attendance on voicemail Watson - Nodwell issues
03/12/21	Email Warga and Fritz - report on telephone attendance on Bortis and attempts to reach Watson
03/12/21	Perusing documents
03/12/21	To receipt of email from Warga
05/12/21	Document preparation - notice of application - discharge
06/12/21	Review file and contact client - court time and deadline for materials
06/12/21	Email exchanges with Metivier - court time
06/12/21	Telephone attendance on Warga - court time and instructions re: follow up with Watson and APSS
06/12/21	Telephone attendance on Watson - Nodwell not cooperating with IR

DATE	DESCRIPTION
06/12/21	Email exchange with Bortis - update
06/12/21	Document preparation - application without notice and order - abridging service
06/12/21	Correspondence to QB filing application without notice
06/12/21	Telephone attendance on Warga - debrief on call with APSS and BMO
06/12/21	Telephone attendance on Bortis - pending discharge and other issues
06/12/21	Telephone attendance on Watson - Nodwell issues
06/12/21	Review and analyze The Animal Protection Act, 2018 - scope of lien
06/12/21	Email report Warga - telephone attendance on Bortis, telephone attendance on Watson, and lien research
06/12/21	Document revision - notice of application
06/12/21	Email Bortis and others - application without notice
06/12/21	Document preparation - draft order
06/12/21	Review of draft report of Interim Receiver
07/12/21	Email exchange with Warga - email from Nodwell and forthcoming response
07/12/21	Document revision - notice of application and draft order
07/12/21	Email Warga - notice of application and draft order - considerations for discussion
07/12/21	Email exchange with Fritz - draft to Nodwell
07/12/21	Telephone attendance on Warga - order revisions and other issues
07/12/21	Document revision - notice of application and draft order
07/12/21	Email Lee - comments on draft order
07/12/21	Email Fritz and Balzer - service list
07/12/21	To proofread and finalize - notice of application and draft order
07/12/21	Document revision - service email
07/12/21	Email Metivier - notice of application and draft order; pending order abridging service
07/12/21	Email Warga - update and next steps re: Nodwell
07/12/21	Correspondence to court filing materials
07/12/21	Email exchange with Fritz - draft to Gereke
07/12/21	Review and comment - IR draft report to APSS

TOTAL FEES: \$18,903.00

DISBURSEMENTS AND OTHER CHARGES:

Long Distance*	21.60
Document Copying*	4.90

TOTAL DISBURSEMENTS: \$26.50

*GST applicable

GST @ 5.00% on fees and taxable disbursements: 946.48

PST @ 6.00% on fees: 1,134.18

TOTAL FEES, DISBURSEMENTS & TAXES: \$21,010.16

This is our account herein
McDougall Gauley LLP - Saskatoon

Per: 
Craig Frith

CPF/AI
E&OE

Appendix H – Statement of Receipts and Disbursements for the Period October 14, 2021 to December 8, 2021

NORMAN PRIOR NODWELL
STATEMENT OF RECEIPTS AND DISBURSEMENTS
for the period October 14, 2021 to December 8, 2021

	<u>Amount</u>	<u>Notes</u>
Receipts		
Bison sale proceeds	\$ 102,408	
Cash on hand	-	(1)
Cattle sale proceeds	103,252	
Interim Receiver's borrowings	200,000	
Total Receipts	405,660	
Disbursements		
Agent fees	3,554	
Contract services	5,000	
Feed		
Bales	50,920	
Minerals	225	
Pellets	32,362	
Freight	8,300	
GST on disbursements	646	
GST on Interim Receiver fees	5,522	
GST on legal fees	946	
Interim Receiver fees and disbursements	94,723	
Legal fees and disbursements	18,930	
PST on legal fees and disbursements	1,134	
Repairs and maintenance	500	
Veterinary disbursements	450	
Total Disbursements	223,212	
Excess of Receipts over Disbursements - Funds Held in Trust as at December 8, 2021	\$ 182,448	

NORMAN PRIOR NODWELL
STATEMENT OF ESTIMATED REALIZATIONS

Excess of Receipts over Disbursements - Funds Held in Trust as at December 8, 2021	\$ 182,448	
Estimated Receipts		
Bison sales (110 head already shipped to VJV and pending sale)	35,000	(2)
Additional bison sales (40 head remaining to be shipped to VJV)	10,000	(2)
Residual bison proceeds (approximately 50 head)	-	(3)
Cattle proceeds (22 head shipped to Miller Livestock pending settlement)	10,000	(4)
Residual cattle proceeds (11 head not saleable)	-	(5)
Total Estimated Receipts	55,000	
Estimated Disbursements		
JAG Bailiff site attendance and assistance	1,500	
Onsite tagging costs	7,500	(6)
Repayment of Interim Receiver's borrowings	200,000	
Interest on Interim Receiver's borrowings	2,150	(7)
Estimated legal fees	10,000	(8)
Interim Receiver's estimated fees to complete	15,000	(9)
Total Estimated Disbursements	236,150	
Estimated Surplus / (Shortfall) to the Debtor	\$ 1,298	

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.
- (2) Estimated based on previous bison realizations from Vold, Jones & Vold ("VJV").
- (3) Estimated non-saleable animals (50) which have been identified by Mr. Nodwell as only fit for slaughter (i.e. would not survive transportation and sale at auction). Realizations are estimated at Nil and Mr. Nodwell does not intend to ship same prior to the Interim Receiver's discharge.
- (4) Cattle shipped to Miller Livestock on December 6, 2021. Estimated realizations based on November 28, 2021 settlement.
- (5) Estimated realizations are Nil as Mr. Nodwell indicates these are non-saleable animals (5 are "pail fed" calves and 6 are too old for transport).
- (6) Estimated contract payment to N. Nodwell assuming all bison which have been shipped (110) and are pending shipment (40) have been tagged.
- (7) Estimated interest on the Interim Receiver's borrowings for two (2) months.
- (8) Estimated legal costs to complete the Interim Receivership proceedings.
- (9) Estimated Interim Receiver costs to complete the Interim Receivership proceedings.