

COURT FILE NUMBER Q.B.G. 1337 of 2020

COURT COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

PLAINTIFF/APPLICANTS **BANK OF MONTREAL**

DEFENDANTS/RESPONDENTS **TYLER SMITH, PAMELA SMITH, SMITH  
NOTHERN RANCHING, AND 101197829  
SASKATCHEWAN LTD.**

DOCUMENT **FOURTH REPORT OF DELOITTE  
RESTRUCTURING INC., IN ITS CAPACITY AS  
COURT APPOINTED RECEIVER OF TYLER  
SMITH, PAMELA SMITH, SMITH NOTHERN  
RANCHING, AND 101197829 SASKATCHEWAN  
LTD.**

April 22, 2021

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
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## INTRODUCTION

1. On November 19, 2020, Bank of Montreal (“**BMO**” or the “**Plaintiff**”) made an application to the Court of Queen’s Bench for Saskatchewan (the “**Court**”) seeking an order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended (the “**BIA**”), section 65(1) of *The Queen’s Bench Act*, 1998, SS 1998, c Q-1.01, and section 64(8) of the *Personal Property Security Act*, 1993, SS 1993, c P-6.2, to appoint Deloitte Restructuring Inc. (“**Deloitte**”) as receiver (the “**Receiver**”), without security, of all assets, undertakings and properties of Tyler Smith, Pamela Smith, Smith Northern Ranching, and 101197829 Saskatchewan Ltd. (collectively the “**Debtors**” or “**Smith Northern Ranching**”) acquired for or used in relation to the business carried on by the Debtors (the “**Property**”), specifically excluding any real property of the Debtors (the “**Lands**”). On December 1, 2020 (the “**Date of Receivership**”), the Honourable Justice R. S. Smith granted an order (the “**Receivership Order**”) appointing Deloitte as Receiver in respect of the Property. A copy of the Receivership Order and other information regarding the receivership proceedings can be accessed on the Receiver’s website at [www.insolvencies.deloitte.ca/en-ca/smithnorthernranching](http://www.insolvencies.deloitte.ca/en-ca/smithnorthernranching) (the “**Receiver’s Website**”).
2. This report constitutes the fourth report of the Receiver (the “**Fourth Report**”). The Fourth Report is being filed to inform the Court as to the following:
  - (a) The activities of the Receiver since the filing of the First Report (as defined below);
  - (b) The status of the custom cattle operation (the “**Custom Cattle Operation**”);
  - (c) Details of the Lands sold by the Debtors and the distribution of the sale proceeds; and
  - (d) The Receiver’s independent security review and the proposed BMO Distribution (as defined below).
3. Furthermore, the Fourth Report is being filed in support of the Receiver’s application to

this Honourable Court to be heard on April 27, 2021, seeking the following items of relief:

- (a) A declaration that the Custom Cattle Operation falls within the Receivership proceedings, and directing the Debtors and Horton Land & Cattle Co. Ltd. (“**Horton Co.**”) to comply with the Receivership Order;
- (b) Approval of the BMO Distribution;
- (c) Approval of the Residual Lands Sale Distributions (as defined below);
- (d) Approval of the reported actions of the Receiver since the date of the First Report in administering these receivership proceedings;
- (e) Approval of the fees and disbursements of the Receiver and its legal counsel; and
- (f) Approval of the Receiver’s Statement of Receipts and Disbursements for the period December 1, 2020 to April 20, 2021.

#### **TERMS OF REFERENCE**

- 4. In preparing this Fourth Report, the Receiver has relied upon unaudited financial information, the books and records of the Debtors, and discussions with Tyler Smith (“**Mr. Smith**”), Pamela Smith (“**Mrs. Smith**”) (collectively the “**Smiths**”) and their financial advisors, interested parties, and the stakeholders of the Debtors.
- 5. The financial information of the Debtors has not been audited, reviewed or otherwise verified by the Receiver as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this Fourth Report may not disclose all significant matters about the Debtors or their financial position. Additionally, none of the Receiver’s procedures were intended to disclose defalcations or other irregularities. If the Receiver were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Receiver’s attention. Accordingly, the Receiver does not express an opinion

nor does it provide any other form of assurance on the financial or other information presented herein. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this Fourth Report.

6. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction or use of this Fourth Report. Any use which any party makes of this Fourth Report, or any reliance or decision to be made based on this Fourth Report, is the sole responsibility of such party.
7. Unless otherwise stated, all monetary amounts contained in this Fourth Report are expressed in Canadian dollars.
8. Capitalized terms used in this Fourth Report but not defined herein are as defined in the Receivership Order, the first report of the Receiver dated January 8, 2021 (the “**First Report**”), the second report of the Receiver dated February 1, 2021 (the “**Second Report**”), and the third report of the Receiver dated March 29, 2021 (the “**Third Report**”).

#### **ACTIVITIES OF THE RECEIVER**

9. Since the filing of the First Report, the Receiver has undertaken the following activities:
  - (a) Attended the Court hearings in these proceedings on January 14, February 4, March 17, and March 31, 2021;
  - (b) Completed the Proposed Livestock Sale and the Proposed Market Grain Sale (as defined and detailed in the First Report);
  - (c) Attempted on numerous occasions to correspond with the Debtors (and their legal counsel, Abrametz & Eggum (“**A&E**”)) (as detailed in the Third Report), seeking information with respect to the Custom Cattle Operation, Lands sales, equipment, canola deliveries, the Smiths ongoing involvement in the Receivership proceedings, amongst other matters;
  - (d) Corresponded with various secured creditors claiming an interest in certain of the

Debtors' equipment, and advising the creditors of the provisions of the Receivership Order and the *Saskatchewan Farm Security Act* (the "SFSA") with respect to same;

- (e) Corresponded with the Debtors' insurers to ensure ongoing coverage;
- (f) Retained McDougall Auctioneers Ltd. to provide an independent valuation of the feed inventory and certain pieces of the Debtors' equipment (i.e. equipment that was subject to the secured claims being asserted by various lessors);
- (g) Corresponded with Farm Credit Canada's ("FCC") legal counsel, McKercher LLP ("**McKercher**"), to obtain information with respect to the Lands sales;
- (h) Corresponded with A&E on a number of disputed matters including, but not limited to, the Custom Cattle Operation, proposed amendments to the Receivership Order to include the proceeds from the Lands sales, the Receiver's discharge, and the Debtors' threatened application to lift the stay in order to bring an action against the Receiver; and
- (i) Prepared, reviewed, and finalized the Second Report, the Third Report, and this Fourth Report.

## **CUSTOM CATTLE OPERATIONS**

10. As detailed in the First Report, the Debtors operated a mixed grain and livestock farming operation. As at the Date of Receivership, the Debtors owned approximately 400 head of cattle, and were custom feeding approximately 1,070 head of cattle (all of which were owned by Horton Co.).
11. Immediately after the Date of Receivership, the Receiver entered into discussions with the Smiths and their financial advisor at the time, Doug Yaremko ("**Mr. Yaremko**"), to make arrangements to have the Smiths assist the Receiver with the current operations of Smith Northern Ranching.

12. Between December 4 and December 7, 2020, the Receiver and Mr. Yaremko exchanged various e-mail correspondence (the “**Smiths’ Retention Correspondence**”), attached hereto as Appendix A. On December 5, 2020, in support of the (independent contractor) compensation being requested by the Smiths, Mr. Yaremko advised as follows (emphasis added):

*“There are approximately **1500 animals** on the farm. Their average value currently ranges between \$1100 and \$2000 per animal and increases daily. Assume an average value of \$1700. The value is \$2.5M and this living asset needs to be monitored and managed by experienced, capable managers. Pam and Tyler have responsibility for delivering a service that results in a certain increase in weight/value, within a small tolerance for death loss.”*

Accordingly, the compensation requested by the Smiths from the receivership estate included services to be rendered for both the owned cattle (approximately 400 head) and the custom fed cattle (approximately 1,070 head), amongst other on-farm activities detailed in the Smiths’ Retention Correspondence.

13. Since the Date of Receivership, the Receiver has collected three (3) months of receipts from the Custom Cattle Operation as follows:
- (a) November 2020 Invoice (\$56,244.30) – cash receipt was in the possession of the Smiths as at the Date of Receivership, on deposit in a Canadian Imperial Bank of Commerce (“**CIBC**”) bank account (the “**CIBC Account**”). The Receiver took possession of the CIBC Account which had a balance of \$66,826.09;
  - (b) December 2020 Invoice (\$59,898.82) – cash receipt was collected by the Receiver on or about January 14, 2021; and
  - (c) January 2021 Invoice (\$59,898.82) – cash receipt was collected by the Receiver on or about March 1, 2021.

Attached hereto as Appendix B are the monthly Custom Cattle Operation invoices for November and December 2020, and January 2021.

14. As detailed in the Third Report, as the Smiths' degree of cooperation with the Receiver appeared to be dwindling, on March 5, 2021, the Receiver, the Receiver's legal counsel, MLT Aikins LLP ("**MLT Aikins**"), Mr. Smith, and A&E, convened a conference call (the "**March 5, 2021 Call**") to discuss a number of outstanding action items in respect of which the Receiver required the Debtors' cooperation (the "**Outstanding Matters**"), two (2) of which related to the following:

- (a) The status of the February 2021 Custom Cattle Operation invoice; and
- (b) The ongoing Custom Cattle Operation, and whether the Smiths had an interest in making a proposal to the Receiver to take over same.

As further detailed in the Third Report, despite the Receiver's efforts to provide a summary of the Outstanding Matters discussed on the March 5, 2021 Call, and the Receiver's numerous attempts to follow up by e-mail with Mr. Smith and A&E on March 10, 11, 12, 15, 16, 17, 18, 23, 24, 25, 26, 29, 30, and April 1, 2021, the Debtors failed to provide the Receiver with any substantive response(s).

15. A further call with the Receiver, MLT Aikins, Mr. Smith, and A&E was convened on April 7, 2021 (the "**April 7, 2021 Call**"), to again discuss the Outstanding Matters, and in particular, the Custom Cattle Operation and the remaining feed inventory. Rather than provide the Receiver with any further information to address the Outstanding Matters, during the April 7, 2021 Call, A&E stated that it was the Debtors' position that the Receiver was not entitled to any receipts from the Custom Cattle Operation since the Date of Receivership, and that a further call should be scheduled on April 14, 2021, to continue with the discussion.

16. On April 9, 2021, A&E sent letter correspondence to MLT Aikins (the "**April 9, 2021 A&E Correspondence**"), attached hereto as Appendix C, formally stating the Debtors' position that the Receiver was not entitled to any of the income from the Custom Cattle Operation since the Date of Receivership. The April 9, 2021 A&E Correspondence further requested that the Receiver "*make refund of the sums had and received by the*



*Receiver, as there was no contract between the Smiths and the Receiver that he would engage on a custom feedlot operation on their behalf”.*

17. On April 9, 2021, in response to the April 9, 2021 A&E Correspondence, MLT Aikins sent letter correspondence to A&E (the “**April 9, 2021 MLT Aikins Correspondence**”), attached hereto as Appendix D, disputing the position advanced by A&E, and detailing that “*the receipts from the Debtors’ custom cattle operations are “Property” within the meaning of the Receivership Order. Accordingly, the Debtors and all persons having knowledge of the Receivership Order are subject to a valid and binding Order of the Court of Queen’s Bench for Saskatchewan to deliver all receipts from the Debtors’ custom cattle operations to the Receiver*”.
18. On April 13, 2021, A&E sent further letter correspondence to MLT Aikins (the “**First April 13, 2021 A&E Correspondence**”), attached hereto as Appendix E, referencing the Smiths’ Retention Correspondence, and stating that “*no where in the negotiations is there any suggestion that the Smiths were working on the custom feed operation for the Receiver*”. Additionally, in response to the April 9, 2021 MLT Aikins Correspondence, A&E sent a second letter to MLT Aikins on April 13, 2021 (the “**Second April 13, 2021 A&E Correspondence**”), attached hereto as Appendix F, requesting the Receiver’s consent (in accordance with paragraph 7 of the Receivership Order) for the Debtors’ to commence an action against the Receiver.
19. On April 13, 2021, in response to the First and Second April 13, 2021 A&E Correspondence, MLT Aikins sent letter correspondence to A&E (the “**April 13, 2021 MLT Aikins Correspondence**”), attached hereto as Appendix G, detailing the following:
  - (a) The Receiver’s powers stated in paragraph 3 of the Receivership Order make clear that the Receiver “steps into the shoes of the Debtors” in order to assume control of, and the right to receive all of the income from, the Debtors’ Custom Cattle Operation;

- (b) The Receivership Order expressly authorized the Receiver to take possession of, exercise control of, and manage the Custom Cattle Operation (including all of the income therefrom) to the exclusion of the Debtors;
  - (c) The Smiths' Retention Correspondence clearly detailed that the Smiths were to provide certain services to the Receiver, including the day-to-day management of both the owned cattle and the Custom Cattle Operation (which approximated 1,500 head of cattle as noted by Mr. Yaremko on December 5, 2020); and
  - (d) The Receiver requested, and continues to request, that all receipts from the Custom Cattle Operation be delivered to the Receiver forthwith (which remain owing for the months of February and March 2021 from Horton Co.).
20. With respect to the Debtors' request for consent to commence an action against the Receiver, the April 13, 2021 MLT Aikins Correspondence advised that the Receiver refused to grant any such permission, and that the Debtors remain stayed from doing so by operation of paragraph 7 of the Receivership Order.
21. The April 13, 2021 MLT Aikins Correspondence further advised of the following:
- (a) The outcome of A&E's various correspondence and flawed understanding of the Receivership Order (and the law pertaining to receiverships generally), increases the costs of the administration of these proceedings, for which the Debtors are primarily responsible;
  - (b) On or before April 16, 2021, the Debtors were requested to provide the Receiver with the February and March 2021 Custom Cattle Operation invoices (the "**Outstanding Invoices**"), confirm whether or not the Outstanding Invoices had already been provided to Horton Co., and arrange for payment of the Outstanding Invoices to the Receiver; and
  - (c) Failure by the Debtors to comply with the Receiver's requests will be a deliberate breach of the Receivership Order and will leave the Receiver with no alternative but to:

- (i) Seize the income from the Custom Cattle Operation in the hands of Horton Co.; and/or
  - (ii) Commence an application for an appropriate remedy against the Debtors (including an Order for solicitor-client costs).
- 22. As noted above, on the April 7, 2021 Call (at the request of A&E), a follow up call amongst the Receiver, the Debtors, and their respective counsel was scheduled for April 14, 2021 (the “**April 14, 2021 Call**”). The Receiver and MLT Aikins attended the April 14, 2021 Call, however, Mr. Smith and A&E failed to attend.
- 23. On April 16, 2021, Mr. Smith contacted the Receiver directly with a proposal to take over the Custom Cattle Operation, purchase the remaining feed from the receivership estate, and settle the Outstanding Invoices (less certain operating costs). As at the date of this Fourth Report, the Receiver continues to review and assess the proposal advanced by Mr. Smith. Should an agreement be reached and a transaction completed prior to the April 27, 2021 Court hearing, the Receiver will provide a further update by way of a supplement to the Fourth Report.

#### **LANDS SALE PROCEEDS**

- 24. In accordance with paragraphs, 9, 13, and 14 of the April 7, 2021 Fiat issued by the Honourable G. A. Meschishnick (the “**April 7, 2021 Fiat**”), attached hereto as Appendix H, the Receiver obtained and reviewed the supporting documentation related to the following Lands sales:
  - (a) NW 12-47-26 W3, SW 12-47-26 W3, and SE 14-47-26 W2 (the “**PA Lands**”) sold to Four Jacks Cattle Company Ltd. on or about December 15, 2020 (the “**PA Lands Sale**”); and
  - (b) SE 32-44-03 W3, NE 32-44-03 W3, NW 32-44-03 W3, and NW 33-44-03 W3 (the “**Duck Lake Lands**”) sold to John Neufeld on or about March 19, 2021 (the “**Duck Lake Lands Sale**”).

25. The PA Lands were sold for \$637,500.00, and the sale proceeds appear to have been disbursed as follows (in accordance with the Estimated Vendors' Statement of Adjustment, attached hereto as Appendix I):
- (a) \$14,152.50 on account of real estate commissions;
  - (b) \$2,220.00 on account of legal fees;
  - (c) \$2,493.29 on account of taxes owing to the Rural Municipality of Prince Albert;
  - (d) \$121.80 on account of land registry fees and disbursements; and
  - (e) \$618,512.41 to FCC on account of two (2) registered mortgage interests (the "**FCC PA Payment**").
26. Based on a review of Saskatchewan Land Titles Registry ("**Land Titles**") searches as at December 1, 2020, FCC had the only two (2) mortgages registered against the PA Lands, namely:
- (a) Mortgage interest register #121711755 ("**Interest 755**") registered July 21, 2016 with a value of \$360,000, securing a mortgage dated July 18, 2016 (the "**2016 Mortgage**"); and
  - (b) Mortgage interest register #122870718 ("**Interest 718**") registered May 1, 2018 with a value of \$350,000, securing a mortgage dated April 20, 2018 (the "**2018 Mortgage**").
27. On December 18, 2020, Stevenson Hood Thornton Beaubier LLP, legal counsel representing the Smiths, sent correspondence to McKercher, attached hereto as Appendix J, and provided the FCC PA Payment under trust conditions that Interest 755 be discharged in full, and Interest 718 be partially discharged as it relates to the PA Lands (as Interest 718 was also registered against the Duck Lake Lands). Only a "partial discharge" of Interest 718 was requested, as approximately \$128,968.64 remained owing to FCC in respect of the 2018 Mortgage (as detailed in the Affidavit of Mike de Morais sworn March 26, 2021 (the "**March 26, 2021 de Morais Affidavit**").

28. As detailed in the Third Report, the Duck Lake Lands were sold for \$700,000.00 (the “**Duck Lake Lands Sale Proceeds**”), and the Duck Lake Lands Sale Proceeds were disbursed as follows (in accordance with the Statement of Adjustments (attached as Appendix C to the Third Report) and the April 7, 2021 Fiat):
- (a) \$305,209.97 to FCC on account of two (2) registered mortgage interests (the “**FCC Duck Lake Payment**”);
  - (b) \$3,885.00 on account of real estate commissions;
  - (c) \$2,363.13 on account of legal fees (to close the sale transaction);
  - (d) \$25,787.08 on account of a lien registered by A&M Ventures Ltd. (the “**A&M Payment**”) against SW 20-45-03 W3 (which the Receiver notes was not part of the Duck Lake Lands Sale, but is rather one of the two (2) remaining (partial) home quarter sections (PtSW 20-45-03 W3 and PtSE 20-45-03 W3) (the “**Home Quarters**”) in the possession of the Smiths; and
  - (e) \$25,000.00 on account of a retainer to A&E.

In accordance with the April 7, 2021 Fiat, the Receiver understands that the balance of the Duck Lake Lands Sale Proceeds of \$337,754.82 (the “**Residual Duck Lake Lands Sale Proceeds**”) remain in trust with A&E pending further order of the Court.

29. Based on Land Titles searches as at March 18, 2021, FCC had the only two (2) mortgages registered against the Duck Lake Lands as follows:
- (a) Mortgage interest register #113960033 (“**Interest 033**”) registered December 20, 2007 with a value of \$150,500, securing a mortgage dated December 18, 2007 (the “**2007 Mortgage**”); and
  - (b) Interest 718 (which was also registered against the PA Lands).

30. As detailed in the March 26, 2021 de Morais Affidavit, prior to the distribution of the Duck Lake Lands Sale Proceeds, the following amounts remained owing to FCC (as at March 18, 2021):
- (a) \$176,050.33 in respect of the 2007 Mortgage;
  - (b) \$128,968.64 in respect of the 2018 Mortgage; and
  - (c) \$292,665.48 in respect of a mortgage dated May 17, 2011 (the “**2011 Mortgage**”), registered against SW 20-45-03 W3 (mortgage interest #117451504 (“**Interest 504**”), one (1) of the partial Home Quarters.
31. The FCC Duck Lake Payment retired the 2007 Mortgage and the 2018 Mortgage in full, leaving only the 2011 Mortgage outstanding. As at April 13, 2021, the total amounts owing to FCC in respect of the 2011 Mortgage was \$293,403.25 (with a per diem charge of \$31.01) according to a loan payout statement from FCC, attached hereto as Appendix K.
32. Based on a review of the FCC mortgages registered against the Duck Lake Lands and the Home Quarters (attached as Exhibits A, B, and C to the March 26, 2021 de Morais Affidavit), the Receiver and MLT Aikins have concluded that the terms of the FCC collateral mortgages are sufficient to secure all debts owing by the Debtors to FCC. However, the amounts recoverable by FCC from the Duck Lake Lands Sale Proceeds are capped based on the value of the 2007 Mortgage security (\$150,500) and the 2018 Mortgage security (\$350,000) registered with Land Titles (collectively \$500,500), plus interest and fees (the “**FCC Cap**”).
33. On April 20, 2021, McKercher provided MLT Aikins with payout details in respect of the mortgage obligations owing to FCC as at March 19, 2021, attached hereto as Appendix L, in order to determine the FCC Cap detailed below:

<b>Mortgage</b>	<b>Principal</b>	<b>Interest and Fees</b>	<b>Total</b>
2007 Mortgage	\$ 156,966.79	\$ 19,083.74	\$ 176,050.53
2018 Mortgage	127,460.07	1,508.57	128,968.64
Subtotal	284,426.86	20,592.31	305,019.17
2011 Mortgage	257,335.55	35,329.93	292,665.48
<b>Total</b>	<b>\$ 541,762.41</b>	<b>\$ 55,922.24</b>	<b>\$ 597,684.65</b>
Registered Mortgage Security (Land Titles)			\$ 500,500.00
Interest and Fees			55,922.24
<b>FCC Cap</b>			<b>\$ 556,422.24</b>

34. Based on the foregoing, the Receiver is of the position that Duck Lake Lands Sale Proceeds should be allocated as follows:
- (a) \$3,885.00 to Rosthern Agencies (real estate commissions);
  - (b) \$2,363.13 to Krista L. L. Eggum Legal Prof Corp (legal fees);
  - (c) \$25,787.08 to A&M Ventures Ltd.;
  - (d) \$25,000.00 to A&E;
  - (e) \$556,422.24 to FCC (representing the FCC Duck Lake Payout and amounts owing under the 2011 Mortgage, up to the FCC Cap); and
  - (f) \$86,542.55 to the receivership estate as the residual proceeds are Property of the Debtors.
35. In accordance with paragraph 14 of the April 7, 2021 Fiat, on April 20, 2021, MLT Aikins sent correspondence to counsel for the various parties appearing at the March 31, 2021 Court hearing detailing the Receiver’s position, attached hereto as Appendix M.
36. Accordingly, the Receiver recommends that the Residual Duck Lake Land Sale Proceeds held in trust by A&E be distributed as follows (the “**Residual Lands Sale Distributions**”):
- (a) \$251,212.27 to FCC; and
  - (b) \$86,542.55 to the receivership estate.

## CREDITOR CLAIMS AND PROPOSED DISTRIBUTIONS

37. The Receiver and MLT Aikins have reviewed the validity and priority of the secured and priority claims that have been identified. Further, MLT Aikins has conducted an independent review of the validity and enforceability of the BMO security (the “**BMO Security**”) and has opined, subject to commercially reasonable assumptions and qualifications (the “**Security Opinion**”), that the BMO Security:
- (a) is valid and enforceable;
  - (b) ranks in priority to the other secured creditors of the Debtors; and
  - (c) ranks in priority to the unsecured creditors of the Debtors and any subsequently appointed trustee in bankruptcy.
38. MLT Aikins has further advised the Receiver that a search of the Saskatchewan Personal Property Security Registry (the “**PPSR**”) disclosed that, subject to a number of prior registrations against specific serial numbered goods and to commercially reasonable assumptions and qualifications, BMO has a priority charge over all present and after acquired property of the Debtors. MLT Aikins also advised that there were no registrations in the federal Bank of Canada Registry which would evidence security taken by other creditors in the Property of the Debtors pursuant to the *Bank Act*, other than the *Bank Act* security granted in favour of BMO.
39. The Debtors’ records indicate that there are no priority debts owing to Canada Revenue Agency (“**CRA**”) on account of unremitted payroll source deductions or goods and services tax (“**GST**”), or to the Saskatchewan Ministry of Finance on account of provincial sales tax (“**PST**”) (collectively, the “**Priority Payables**”). Although the Receiver has not yet received confirmation of same from CRA as at the date of this Fourth Report, the Saskatchewan Ministry of Finance has confirmed that the Debtors’ are not PST registrants.
40. Other unsecured creditors of the Debtors include third party service providers who are not claiming any security interest in the Property. As at the Date of Receivership, the



Debtors listed unsecured creditors with claims of approximately \$556,000.

41. As the Debtors did not have any employees as at the Date of Receivership, the Receiver determined that there was no need for any filing under the Wage Earner Protection Program (“**WEPP**”).
42. Subject to any reserves the Receiver determines to be necessary in order to continue with the administration of the Receivership proceedings, the Receiver is recommending to this Honourable Court that the balance of the Trust Funds (as defined below) be paid to BMO (the “**BMO Distribution**”) on account of the BMO Security, up to the value of the BMO indebtedness, which approximated \$1,881,236 (excluding pending legal fees) as at March 26, 2021 (as detailed in the Third Report).

#### **FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL**

43. Pursuant to paragraph 18 of the Receivership Order, the Receiver and its legal counsel shall pass their accounts from time to time. The 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 Debtors. BMO has been served with this Fourth Report and has been provided with all invoices of the Receiver within these proceedings.
44. Attached as Appendix N is a summary of the invoices of the Receiver for fees and disbursements incurred during the course of the proceedings for the period January 1, 2021 to April 4, 2021. The Receiver’s accounts total \$98,259 in fees and disbursements, excluding GST.
45. The fees charged by the 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 Receiver in these proceedings for invoices issued to date is \$407 per hour. The rates charged by the 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.

46. The Receiver is of the view that its fees and disbursements are fair and reasonable in the circumstances and have been duly rendered in response to the required and necessary duties of the Receiver in accordance with the provisions of the Receivership Order.
47. Attached as Appendix O is a summary of the invoices of the Receiver's legal counsel for fees and disbursements incurred during the course of the proceedings for the period January 1, 2021 to March 31, 2021. The accounts total \$62,353 in fees and disbursements, excluding PST and GST.
48. The fees charged by MLT Aikins are based on the amount of professional time expended at hourly billing rates, which vary depending upon the experience level of professionals involved. The average blended hourly rate charged by MLT Aikins in the invoices attached to this Fourth Report is \$499 per hour. The rates charged by MLT Aikins 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 law firms providing legal advice and legal services to insolvency professionals in matters of this nature.
49. The Receiver has reviewed the invoices rendered by its legal counsel and finds them reasonable and validly incurred in accordance with the provisions of the Receivership Order.

#### **STATEMENT OF RECEIPTS AND DISBURSEMENTS**

50. The Receiver has prepared a Statement of Receipts and Disbursements for the period December 1, 2020 to April 20, 2021 for the Debtors, a copy of which is attached hereto as Appendix P. Total receipts were \$2,360,957 and total disbursements were \$590,919, resulting in \$1,770,038 being held in trust by the Receiver (the "**Trust Funds**").
51. As at the date of the Third Report, in accordance with paragraph 20 of the Receivership Order, the Receiver had repaid the \$100,000 borrowed from the Court authorized Borrowing Facility.

#### **CONCLUSIONS**

52. For the reasons outlined above, the Receiver respectfully recommends that this

Honourable Court grant an Order:

- (a) Declaring that the Custom Cattle Operation falls within the Receivership proceedings and directing the Debtors and Horton Co. to comply with the Receivership Order;
- (b) Approving the Residual Lands Sale Distributions;
- (c) Approving the BMO Distribution;
- (d) Approving all activities and actions of the Receiver from the date of the First Report to date in relation to the discharge of its duties pursuant to the Receivership Order, as such actions of the Receiver are more particularly described in the Second Report, the Third Report, and this Fourth Report;
- (e) Approving the Second Report, Third Report, and Fourth Report filed by the Receiver in these proceedings;
- (f) Approving the fees and disbursements of the Receiver and its legal counsel for the period January 1, 2021 to April 4, 2021, and January 1, 2021 to March 31, 2021, respectively; and
- (g) Approving the Receiver's Statement of Receipts and Disbursements for the period December 1, 2020 to April 20, 2021.

All of which is respectfully submitted at Winnipeg, Manitoba, this 22<sup>nd</sup> day of April 2021.

**DELOITTE RESTRUCTURING INC.**

In its capacity as Receiver of  
Tyler Smith, Pamela Smith, Smith Northern Ranching,  
and 101197829 Saskatchewan Ltd.,  
and not in its personal capacity.



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

## **Appendix A – Smiths’ Retention Correspondence**

**From:** [Warga, Brent](#)  
**To:** [Doug Yaremko](#); [Fritz, John](#)  
**Cc:** [Pam Smith](#); [Tyler Smith](#)  
**Subject:** RE: Monthly Compensation  
**Date:** Monday, December 7, 2020 2:54:07 PM  
**Attachments:** [image005.png](#)  
[image006.png](#)

---

Doug,  
,

Based on the correspondence below, although the requested compensation is higher than expected, the Receiver is prepared to retain Doug and Pam as contractors on the following basis for the month of December 2020:

- Tyler Smith - \$13,000 / month
- Pam Smith - \$7,000 / month

with payment being made as follows:

- 50% on December 15, 2020 (\$6,500 Tyler; \$3,500 Pam); and
- 50% on December 31, 2020 (\$6,500 Tyler; \$3,500 Pam).

Both Pam and Tyler will be paid as contractors, and accordingly, the Receiver will not be withholding or remitting any source deductions (as Pam and Tyler are not employees), and Pam and Tyler will be responsible for their own personal tax obligations.

As operations continue during the month of December 2020, and the cattle operations are wound down, the Receiver will revisit the monthly compensation arrangement in early January 2021, and we are hopeful that Pam and Tyler will continue to negotiate in good faith at that time if operations have materially changed.

Regards,

**Brent Warga, CPA, CA, CIRP, CFE, LIT, M. Acc.**  
Partner | Restructuring Services | Financial Advisory  
Deloitte  
360 Main Street, Suite 2300  
Winnipeg, MB R3C 3Z3 Canada  
O: (204)942-0051 | D: (204)944-3611 | F: (204)947-2689  
[bwarga@deloitte.ca](mailto:bwarga@deloitte.ca) | [deloitte.ca](http://deloitte.ca)



**Deloitte.**

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---

**From:** Doug Yaremko <doug.yaremko@outlook.com>  
**Sent:** Saturday, December 5, 2020 4:30 PM  
**To:** Warga, Brent <bwarga@deloitte.ca>; Fritz, John <jofritz@deloitte.ca>  
**Cc:** Pam Smith <typamsmith@sasktel.net>; Tyler Smith <7ssmith@sasktel.net>  
**Subject:** [EXT] Re: Monthly Compensation

Good afternoon John and Brent,

Running a farm with cattle is a 365/24/7 proposition. Pam and Tyler are on call at all times of the day. They can only be absent the farm for short periods of time, and when they are away,

there is someone else on the farm either working or monitoring. On weekends they are 100% responsible for feeding so time commitment increases substantially (hired men have weekends off).

The rate was arrived at as follows:

- Tyler \$13,000/month
- Pam \$7,000/month

Tyler works 7 days per week, 8 to 16 hours per day depending upon time of year and day of week. At this time of year (still dealing with weaning, grain movement, etc) expect 8 to 14 hours days. Let's use an average of 12 hours per day.

\$13,000 over 30 days is \$433/day. 12 hours is \$36/hour. I don't think you will find a contractor to come into the farm at that rate. If a contractor does come in at that rate, they will not do it 30 days per month, and there is the risk of capability. And in the contractor's absence, there is need to have someone else on the yard monitoring operations, ideally 24/7 at this time of year.

Pam also works 7 days per week. 5 to 12 hours per day depending upon time of year. At this time of year it drops to an average of 6 hours per day, and significantly more on weekends.

\$7,000 over 30 days is \$233 dollars per day. Assume an average of 8 hours works out to \$29/hour. Similar observations to the above. Pam is also back up to Tyler. If Tyler is sick, absent, or unable to work for whatever reason, Pam is back up. There is value in having someone on the farm as back up.

There are approximately 1500 animals on the farm. Their average value currently ranges between \$1100 and \$2000 per animal and increases daily. Assume an average value of \$1700. The value is \$2.5M and this living asset needs to be monitored and managed by experienced, capable managers. Pam and Tyler have responsibility for delivering a service that results in a certain increase in weight/value, within a small tolerance for death loss.

Our request remains \$20,000/month.

Doug Yaremko

Doug's Strategy Workshop Inc.

306-537-2431

[doug.yaremko@outlook.com](mailto:doug.yaremko@outlook.com)

<https://www.dougsstrategyworkshop.com/>

---

**From:** Warga, Brent <[bwarga@deloitte.ca](mailto:bwarga@deloitte.ca)>

**Sent:** December 4, 2020 2:11 PM

**To:** Doug Yaremko <[doug.yaremko@outlook.com](mailto:doug.yaremko@outlook.com)>; Fritz, John <[jofritz@deloitte.ca](mailto:jofritz@deloitte.ca)>

**Cc:** Pam Smith <[typamsmith@sasktel.net](mailto:typamsmith@sasktel.net)>; Tyler Smith <[7ssmith@sasktel.net](mailto:7ssmith@sasktel.net)>

**Subject:** RE:Monthly Compensation

Doug,

As the monthly amount suggested below is higher than the Receiver anticipated, are you able to provide further details in support of same. For example, is this based on an estimated number of hours, at an hourly rate (etc.).

We will need to be able to support/justify same.

Please advise.

**Brent Warga, CPA, CA, CIRP, CFE, LIT, M. Acc.**

Partner | Restructuring Services | Financial Advisory  
Deloitte

360 Main Street, Suite 2300

Winnipeg, MB R3C 3Z3 Canada

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**Deloitte.**

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Please consider the environment before printing.

---

**From:** Doug Yaremko <[doug.yaremko@outlook.com](mailto:doug.yaremko@outlook.com)>

**Sent:** Friday, December 4, 2020 12:19 PM

**To:** Fritz, John <[jofritz@deloitte.ca](mailto:jofritz@deloitte.ca)>; Warga, Brent <[bwarga@deloitte.ca](mailto:bwarga@deloitte.ca)>

**Cc:** Pam Smith <[typamsmith@sasktel.net](mailto:typamsmith@sasktel.net)>; Tyler Smith <[7ssmith@sasktel.net](mailto:7ssmith@sasktel.net)>

**Subject:** [EXT] Monthly Compensation

Hi John and Brent,

Pam and Tyler have requested monthly compensation of \$20,000 for labour and services over the next few months. They have not indicated the split between themselves. Simply the full amount.

The payment would be exempted from the Receivership.

Please advise

Doug

Doug Yaremko

Doug's Strategy Workshop Inc.

306-537-2431

[doug.yaremko@outlook.com](mailto:doug.yaremko@outlook.com)

<https://www.dougsstrategyworkshop.com/>

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**Appendix B – Horton Land & Cattle Co. Ltd. Invoices**

**Tyler Smith**

**Box 983**

**Duck Lake Sask.**

**Horton Land & Cattle**

Quantity	Item	Description	Total
475	Cows	14250 Days x \$2.25	\$32062.50
140	Breed Heifers	4200 Days x \$2.25	\$9450.00
458	Calves	13740 Days x .97	\$13327.80
26	Bulls	624 Days x \$2.25	\$1404.00

Subtotal:	
Miscellaneous:	
Balance Due:	\$56244.30

**November Feed Bill 2020**

**Tyler Smith**

**Box 983**

**Duck Lake Sask.**

**S0K 1J0**

To: Horton Land & Cattle

Quantity	Item	Description	Total
473	Cows	14663 Days x \$2.25	\$32991.75
140	Breed Heifers	4340 Days x \$2.25	\$9765.00
457	Calves	14167 Days x \$1.21	\$17142.07

Subtotal:	
Balance Due:	\$59898.82

**December Feed Bill 2020**

Tyler Smith  
Box 983  
Duck Lake Sask.  
S0K 1J0

To: Horton Land & Cattle

Quantity	Item	Description	Total
473	Cows	14663 x \$2.25	\$32991.75
140	Breed Heifers	4340 x \$2.25	\$9765.00
457	Calves	14167 x \$1.21	\$17142.07

Subtotal:	
Balance Due:	\$59898.82

January 20210 Feed Bill

**Appendix C – April 9, 2021 Abrametz & Eggum Correspondence**

# Abrametz & Eggum

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**Barristers, Solicitors, & Notaries Public**

#101 – 88 – 13<sup>th</sup> Street East

Prince Albert, Saskatchewan S6V 1C6

PETER V. ABRAMETZ, B.A., LL.B.

KRISTA L.L. EGGUM, B. COMM., LL.B.

(J.M. CUELENAERE, Q.C., 1910-1967)

Phone: (306) 763-7441

Facsimile: (306) 764-2882

Email: [petervabrametz@inet2000.com](mailto:petervabrametz@inet2000.com)

**Please refer to: Peter V. Abrametz**

**Our File: 21045**

**VIA EMAIL TO: [polfert@mltaikins.com](mailto:polfert@mltaikins.com)**

April 9, 2021

**MLT Aikins LLP**

Suite 1201 – 409 3rd Avenue S

Saskatoon SK S7K 5R5

Attention: Paul Olfert

Dear Sir:

**RE: SMITH, NORTHERN RANCHING – OUTSTANDING INFORMATION**  
**PLEASE REFER TO OUR FILE NO: 20110-2**

---

We received John Fritz's email of April 8<sup>th</sup>, to the effect that he wants a follow up with Horton Land & Cattle as a receivable.

As I shared with you at our last conference call, I was not satisfied that the Receiver had this right, and since that time I have consulted Halsbury's Laws of England, and at paragraph 610 (3<sup>rd</sup> Edition) it provides as follows:

“If the debtor was entitled to receive the income of any property, the income is **not** vested in the official receiver by the receiving order, but it becomes payable to him.”

Accordingly, I think my view is right in that the Receiver is **not** entitled to any income Smiths earn from employment or contracts third parties.

I think it is appropriate to enter into a dialogue with you concerning the utilization of feed, however my initial reaction is that the Receiver should pay back to Smiths the \$116,000.00 had and received by the Receiver on account of Smiths' contracts with Horton.

I am prepared to enter into a dialogue with you for any feed consumed, but in the meantime we would ask that you make refund of the sums had and received by the Receiver, as there was no contract between Smiths and the Receiver that he would engage on a custom feedlot operation on their behalf. As this is a Receivership (and not a bankruptcy), the Receiving Order vests no estate or interest in the Receiver, other than to the extend provided for therein.

We would ask that you kindly acknowledge receipt, and confirm that you will instruct the Receiver to make payment as requested.

If you have an authority as to why this should not be so, may I please receive it?

Yours very truly,

**ABRAMETZ & EGGUM**

Per:

PETER V. ABRAMETZ

PVA/bm

- c. Deloitte Restructuring Inc.  
John Fritz ([jofritz@deloitte.ca](mailto:jofritz@deloitte.ca))  
Brent Warga ([bwarga@deloitte.ca](mailto:bwarga@deloitte.ca))
- c. MLT Aikins LLP  
Jeff Lee ([jmlee@mltaikins.com](mailto:jmlee@mltaikins.com))
- c. Tyler Smith ([7ssmith@sasktel.net](mailto:7ssmith@sasktel.net))



**Appendix D – April 9, 2021 MLT Aikins LLP Correspondence**

**Paul D. Olfert**Direct Line: (306) 956-6970  
E-mail: polfert@mltaikins.com

Stephanie Chernoff

Legal Assistant

Direct Line: (306) 956-6955  
E-mail: schernoff@mltaikins.com

April 9, 2021

*Via E-mail to petervabrametz@inet2000.com***Abrametz & Eggum**101 – 88 13<sup>th</sup> Street East

Prince Albert, SK S6V 1C6

**Attention: Peter V. Abrametz**

Dear Sir:

**Re: In the Matter of the Receivership of Tyler Smith, Pamela Smith, Smith Northern Ranching and 101197829 Saskatchewan Ltd. (QBG No. 1337 of 2020, Judicial Centre of Saskatoon)**

We write in response to your letter of April 9, 2021, in relation to the above-noted matter.

The Receiver's powers are derived from the Receivership Order granted by the Honourable Mr. Justice R.S. Smith on December 1, 2020 (the "**Receivership Order**"). The Receivership Order provides, *inter alia*, as follows [emphasis added]:**APPOINTMENT**

2. Subject to paragraphs 2.1 and 2.2 of this Order, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("BIA"), section 65(1) of *The Queen's Bench Act, 1998*, SS 1998, c Q-1.01, and section 64(8) of *The Personal Property Security Act, 1993*, SS 1993, c P-6.2 (the "**PPSA**") Deloitte Restructuring Inc. is hereby appointed Receiver (the "**Receiver**"), without security, of all of assets, undertakings and properties of the Debtors acquired for, or used in relation to the business carried on by the Debtors, including all proceeds thereof (the "**Property**").

...

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

4. (i) The Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such

Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

For clarity, the Receiver has requested, and continues to request, that all receipts from the Debtors' custom cattle operations be delivered to the Receiver forthwith.

The receipts from the Debtors' custom cattle operations are "Property" within the meaning of the Receivership Order. Accordingly, the Debtors and all persons having knowledge of the Receivership Order are subject to a valid and binding Order of the Court of Queen's Bench for Saskatchewan to deliver all receipts from the Debtors' custom cattle operations to the Receiver.

No context is provided for the excerpt that you cite from Halsbury's Laws of England. It is not clear in what circumstances, if any, the statement that you cite may form part of the law of Canada. In any event, it is not necessary to refer to Halsbury's Laws of England, as the text of the Receivership Order itself provides complete answer.

Further to Mr. Fritz's e-mail message of April 8, 2021, please (a) deliver to our office forthwith copies of the February and March 2021 custom cattle invoices (b) and confirm whether or not these invoices have already been delivered to Horton Land & Cattle Co. Ltd. As detailed in the April 8, 2021 e-mail correspondence, the Receiver will be contacting Horton Land & Cattle Co. Ltd. as early as today to pursue collection of the outstanding account(s).

We look forward to hearing from you.

Sincerely,

**MLT AIKINS LLP**

Per:



Paul D. Olfert

cc: Deloitte Restructuring Inc., Attention: Brent Warga and John Fritz

**Appendix E – First April 13, 2021 Abrametz & Eggum Correspondence**

# Abrametz & Eggum

**Barristers, Solicitors, & Notaries Public**

#101 - 88 - 13<sup>th</sup> Street East

Prince Albert, Saskatchewan S6V 1C6

PETER V. ABRAMETZ, B.A., LL.B.

KRISTA L.L. EGGUM, B. COMM., LL.B.

(J.M. CUELENAERE, Q.C., 1910-1967)

Phone: (306) 763-7441

Facsimile: (306) 764-2882

Email: [peter.v.abrametz@inet2000.com](mailto:peter.v.abrametz@inet2000.com)

Please refer to: Peter V. Abrametz

Our File: 21045

VIA EMAIL TO: [polfert@mltaikins.com](mailto:polfert@mltaikins.com)

April 13, 2021

MLT Aikins LLP

Attention: Paul Olfert

Dear Sir:

**RE: BANK OF MONTREAL VS. SMITH ET AL**

**Q.B.G. NO. 1337 OF 2020**

**PLEASE REFER TO OUR FILE NO: 20110-2**

On review of this file, I see that the issue of wages to Tyler Smith and Pamela Smith, and what these wages covered, would appear to have been negotiated by Doug Yaremko, in his emails to Brent Warga.

Brent Warga, in his email of December 7<sup>th</sup>, 2020, confirms that Tyler and Pamela would be contractors, paid a totality of \$20,000.00 per month, and that once the cattle operations were wound down this would be reviewed.

No where in the negotiations is there any suggestion that Smiths were working on the custom feed operation for the Receiver.

There seems to be some confusion concerning the function of the Receiver; it is governed by the Receivership Order and is restricted to the property identified therein. Unlike a bankruptcy, the Receiver does not step into shoes of the debtor. The effect of this is that the debtor can acquire new assets, carry on business, etc.

Please accept this letter as a return by the Receiver to the Debtors of the \$118,000.00 contract payment had and received on account of custom feeding.

Kindly also confirm that you are agreeable to entering into a dialogue with me concerning the utilization of feed. If you have any questions or concerns kindly call the writer.

Yours very truly,

**ABRAMETZ & EGGUM**

Per:

PETER V. ABRAMETZ

PVA/bm

**Appendix F – Second April 13, 2021 Abrametz & Eggum Correspondence**

# Abrametz & Eggum

---

**Barristers, Solicitors, & Notaries Public**

#101 – 88 – 13<sup>th</sup> Street East  
Prince Albert, Saskatchewan S6V 1C6

PETER V. ABRAMETZ, B.A., LL.B.  
KRISTA L.L. EGGUM, B. COMM., LL.B.  
(J.M. CUELENAERE, Q.C., 1910-1967)

Phone: (306) 763-7441  
Facsimile: (306) 764-2882  
Email: [petervabrametz@inet2000.com](mailto:petervabrametz@inet2000.com)

Please refer to: Peter V. Abrametz  
Our File: 20110-2

VIA EMAIL TO: [polfert@mltaikins.com](mailto:polfert@mltaikins.com)

April 13, 2021

MLT Aikins LLP  
Ste. 1201 – 409 – 3<sup>rd</sup> Ave. South  
Saskatoon, SK S6K 5R5

ATTENTION: Paul Olfert  
Dear Sir:

**RE: DELOITTE RESTRUCTURING INC.**  
**PLEASE REFER TO OUR FILE NO: 20110-2**

---

From your correspondence it is clear that you do not share my view that the powers of the Receiver do not extend to contracts being performed by the Debtors during the course of the Receivership.

In accordance with Section 7 of the Receivership Order granted December 1<sup>st</sup>, 2020, please accept this letter as a request for your consent on behalf of the Receiver, that we may commence an action against the Receiver.

We attach hereto a written Consent of the Receiver.

Should we fail to receive the Consent, then we shall be required to apply to the Court for leave.

Thank you for your attention.

Yours very truly,

**ABRAMETZ & EGGUM**

Per:  
PETER V. ABRAMETZ

PVA/bm

c. Tyler & Pamela Smith

**COURT FILE NUMBER: QBG NO. 1337 OF 2020**

**COURT OF QUEEN'S BENCH FOR SASKATCHEWAN**

**JUDICIAL CENTRE: SASKATOON**

**PLAINTIFF: BANK OF MONTREAL**

**DEFENDANTS: TYLER SMITH, PAMELA SMITH, SMITH  
NORTHERN RANCHING, AND 101197829  
SASKATCHEWAN LTD.**

**IN THE MATTER OF THE RECEIVERSHIP OF TYLER SMITH, PAMELA  
SMITH, SMITH NORTHERN RANCHING and 101197829 SASKATCHEWAN LTD.**

**CONSENT**

DELOITTE RESTRUCTURING INC., by these presents, does hereby consent to the Debtors, TYLER SMITH, PAMELA SMITH, SMITH NORTHERN RANCHING and 101197829 SASKATCHEWAN LTD., commencing an action against the Receiver.

DATED at Prince Albert, Saskatchewan, this \_\_\_\_ day of April 2021.

**DELOITTE RESTRUCTURING INC.**

Per: \_\_\_\_\_  
Solicitors for the Defendants/Applicants



**Appendix G – April 13, 2021 MLT Aikins LLP Correspondence**

April 13, 2021

*Via E-mail to [peterabrametz@inet2000.com](mailto:peterabrametz@inet2000.com)*

**Abrametz & Eggum**

101 – 88 13<sup>th</sup> Street East

Prince Albert, SK S6V 1C6

**Attention: Peter V. Abrametz**

Dear Sir:

**Re: In the Matter of the Receivership of Tyler Smith, Pamela Smith, Smith Northern Ranching and 101197829 Saskatchewan Ltd. (QBG No. 1337 of 2020, Judicial Centre of Saskatoon)**

We write in response to your two (2) letters of April 13, 2021, in relation to the above-noted matter.

***Custom Cattle Operations***

1. In addition to sections 2 and 4 of the Receivership Order granted by the Honourable Mr. Justice R.S. Smith on December 1, 2020 (the “**Receivership Order**”), as cited in our letter to you on April 9, 2021, we draw your attention to section 3 thereof, which provides, *inter alia*, as follows [emphasis added]:

**RECEIVER'S POWERS**

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof...
- (c) to manage, operate and carry on the business of the Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtors;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties including, without limitation, those conferred by this Order;

...

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(u) to conduct (and to provide to the Court, the Plaintiff and the Defendants) a detailed inventory of the cattle and other livestock in the possession or control of the Debtors (collectively, the "**Livestock**"), including:

(i) Livestock owned by the Debtors; and

(ii) Livestock not owned by the Debtors but which are held in the possession or control of the Debtors pursuant to lease arrangements, financing arrangements or bailment arrangements, including, without limitation, for the purpose of custom feeding;

(v) to the extent deemed necessary or appropriate by the Receiver, in its sole discretion, to take steps to ensure the feeding and care of any Livestock;

...

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

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

2. Further, in regard to 101197829 Saskatchewan Ltd., we draw your attention to section 91 of *The Business Corporations Act*, RSS 1978, c B-10, which provides as follows [emphasis added]:

### **Directors' powers cease**

**91** If a receiver-manager is appointed by a court or under an instrument, the powers of the directors of the corporation that the receiver-manager is authorized to exercise may not be exercised by the directors until the receiver-manager is discharged.

3. The emphasized provisions of the Receivership Order make clear that **the Receiver categorically does “step into the shoes of the Debtors”** in order to assume control of, and the right to receive all of the income from, the Debtors’ custom cattle operations. The Receivership Order expressly authorized the Receiver to take possession of, exercise control of, and manage the custom cattle operations (including all income therefrom) to the exclusion of the Debtors. The Receiver has in fact, taken possession of, exercised control over, and managed the custom cattle operations (including all income therefrom) to the exclusion of the Debtors, and it continues to do so. That the Receivership Order does not vest title to the Debtors’ assets in the Receiver is entirely beside the point.
4. We have reviewed the attached December 7, 2020 e-mail from Brent Warga to Doug Yaremko, to which you refer, and to the e-mail exchange between Mr. Warga and Mr. Yaremko which preceded it. This e-mail makes it clear that the Receiver was proposing to contract with Tyler Smith and Pamela Smith to provide certain services to the Receiver, including day-to-day management of both the owned cattle and custom cattle operations (about 1500 head in total at the time of the e-mail exchange, as noted by Mr. Yaremko on December 5, 2020).
5. The Receivership Order speaks for itself in this regard. We will not debate this legal question further in correspondence with you.
6. Further to John Fritz’s e-mail message of April 8, 2021, please (a) deliver to our office forthwith copies of the February and March 2021 custom cattle invoices and (b) confirm whether or not these invoices have already been delivered to Horton Land & Cattle Co. Ltd. (In respect of the month of February, at least, this information had been requested during our March 5, 2021 call but has still not been provided.) As detailed in the April 8, 2021 e-mail correspondence, the Receiver has contacted Horton Land & Cattle Co. Ltd. (“**Horton**”) to advise that the February and March 2021 custom cattle payments remain outstanding. These invoices remain necessary to confirm the balance owing.
7. For clarity, the Receiver has requested, and continues to request, that all receipts from the Debtors’ custom cattle operations be delivered to the Receiver forthwith.

***Leave to Commence an Action Against the Receiver***

8. In your second letter of April 13, 2021 you have requested that the Receiver grant to the Debtors permission to bring an action against the Receiver. There is no legal basis whatsoever for the Debtors to bring an action against the Receiver and, in any case, your letter does not set out any such legal basis.
9. The Receiver does not grant the Debtors permission to bring an action against the Receiver, and the Debtors remain stayed from doing so by the operation of paragraph 7 of the Receivership Order.

***Conclusion***

10. Your two letters of today's date are the latest in a series of meritless attempts to re-litigate the granting of the Receivership Order. With respect, the positions taken in these letters reflect a flawed understanding of the Receivership Order and the law pertaining to receiverships generally.
11. The unfortunate result of this letter writing campaign is that it requires the Receiver to devote time, energy and resources of senior professionals in its office and the office of its legal counsel to respond to this litany of grievances and misguided statements of the law. When this campaign escalates to the point of threats to sue the Receiver, it becomes necessary for senior professionals in the Receiver's office and our office to become involved. That is the reason that I am authoring this response to your letters of today addressed to Mr. Olfert.
12. The outcome of this approach is a commensurate increase in the cost of the administration of these proceedings by the Receiver and its legal counsel (for which outcome the Debtors are primarily responsible).
13. **The Receiver requires Tyler Smith, Pamela Smith, Smith Northern Ranching and 101197829 Saskatchewan Ltd. (the "Debtors"), on or before Friday, April 16, 2021, to unconditionally deliver to the Receiver the documentation, information and cash receipts identified above in paragraphs 6 and 7 of this letter.** Failure by the Debtors to comply with this request from the Receiver will be a deliberate breach of the Receivership Order by the Debtors and will leave the Receiver with no alternative but to (a) seize the income from the custom cattle operation in the hands of Horton and/or (b) commence an application to Mr. Justice Meschishnick for an appropriate remedy against the Debtors (including an Order for solicitor-client costs of such application payable forthwith and in any event of the cause).

We trust that the foregoing sets out the Receiver's position with clarity.

Sincerely,

**MLT AIKINS LLP**

Per:   
Jeffrey M. Lee, Q.C.

Encl. (1)

cc: Deloitte Restructuring Inc., Attention: Brent Warga and John Fritz

**From:** [Warga, Brent](#)  
**To:** [Doug Yaremko](#); [Fritz, John](#)  
**Cc:** [Pam Smith](#); [Tyler Smith](#)  
**Subject:** RE: Monthly Compensation  
**Date:** Monday, December 7, 2020 2:54:07 PM  
**Attachments:** [image005.png](#)  
[image006.png](#)

---

Doug,

Based on the correspondence below, although the requested compensation is higher than expected, the Receiver is prepared to retain Doug and Pam as contractors on the following basis for the month of December 2020:

- Tyler Smith - \$13,000 / month
- Pam Smith - \$7,000 / month

with payment being made as follows:

- 50% on December 15, 2020 (\$6,500 Tyler; \$3,500 Pam); and
- 50% on December 31, 2020 (\$6,500 Tyler; \$3,500 Pam).

Both Pam and Tyler will be paid as contractors, and accordingly, the Receiver will not be withholding or remitting any source deductions (as Pam and Tyler are not employees), and Pam and Tyler will be responsible for their own personal tax obligations.

As operations continue during the month of December 2020, and the cattle operations are wound down, the Receiver will revisit the monthly compensation arrangement in early January 2021, and we are hopeful that Pam and Tyler will continue to negotiate in good faith at that time if operations have materially changed.

Regards,

**Brent Warga, CPA, CA, CIRP, CFE, LIT, M. Acc.**

Partner | Restructuring Services | Financial Advisory

Deloitte

360 Main Street, Suite 2300

Winnipeg, MB R3C 3Z3 Canada

O: (204)942-0051 | D: (204)944-3611 | F: (204)947-2689

[bwarga@deloitte.ca](mailto:bwarga@deloitte.ca) | [deloitte.ca](http://deloitte.ca)



**Deloitte.**

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**From:** Doug Yaremko <doug.yaremko@outlook.com>

**Sent:** Saturday, December 5, 2020 4:30 PM

**To:** Warga, Brent <bwarga@deloitte.ca>; Fritz, John <jofritz@deloitte.ca>

**Cc:** Pam Smith <typamsmith@sasktel.net>; Tyler Smith <7ssmith@sasktel.net>

**Subject:** [EXT] Re: Monthly Compensation

Good afternoon John and Brent,

Running a farm with cattle is a 365/24/7 proposition. Pam and Tyler are on call at all times of the day. They can only be absent the farm for short periods of time, and when they are away,

there is someone else on the farm either working or monitoring. On weekends they are 100% responsible for feeding so time commitment increases substantially (hired men have weekends off).

The rate was arrived at as follows:

- Tyler \$13,000/month
- Pam \$7,000/month

Tyler works 7 days per week, 8 to 16 hours per day depending upon time of year and day of week. At this time of year (still dealing with weaning, grain movement, etc) expect 8 to 14 hours days. Let's use an average of 12 hours per day.

\$13,000 over 30 days is \$433/day. 12 hours is \$36/hour. I don't think you will find a contractor to come into the farm at that rate. If a contractor does come in at that rate, they will not do it 30 days per month, and there is the risk of capability. And in the contractor's absence, there is need to have someone else on the yard monitoring operations, ideally 24/7 at this time of year.

Pam also works 7 days per week. 5 to 12 hours per day depending upon time of year. At this time of year it drops to an average of 6 hours per day, and significantly more on weekends.

\$7,000 over 30 days is \$233 dollars per day. Assume an average of 8 hours works out to \$29/hour. Similar observations to the above. Pam is also back up to Tyler. If Tyler is sick, absent, or unable to work for whatever reason, Pam is back up. There is value in having someone on the farm as back up.

There are approximately 1500 animals on the farm. Their average value currently ranges between \$1100 and \$2000 per animal and increases daily. Assume an average value of \$1700. The value is \$2.5M and this living asset needs to be monitored and managed by experienced, capable managers. Pam and Tyler have responsibility for delivering a service that results in a certain increase in weight/value, within a small tolerance for death loss.

Our request remains \$20,000/month.

Doug Yaremko

Doug's Strategy Workshop Inc.

306-537-2431

[doug.yaremko@outlook.com](mailto:doug.yaremko@outlook.com)

<https://www.dougsstrategyworkshop.com/>

---

**From:** Warga, Brent <[bwarga@deloitte.ca](mailto:bwarga@deloitte.ca)>

**Sent:** December 4, 2020 2:11 PM

**To:** Doug Yaremko <[doug.yaremko@outlook.com](mailto:doug.yaremko@outlook.com)>; Fritz, John <[jofritz@deloitte.ca](mailto:jofritz@deloitte.ca)>

**Cc:** Pam Smith <[typamsmith@sasktel.net](mailto:typamsmith@sasktel.net)>; Tyler Smith <[7ssmith@sasktel.net](mailto:7ssmith@sasktel.net)>

**Subject:** RE:Monthly Compensation

Doug,

As the monthly amount suggested below is higher than the Receiver anticipated, are you able to provide further details in support of same. For example, is this based on an estimated number of hours, at an hourly rate (etc.).

We will need to be able to support/justify same.

Please advise.

**Brent Warga, CPA, CA, CIRP, CFE, LIT, M. Acc.**

Partner | Restructuring Services | Financial Advisory  
Deloitte

360 Main Street, Suite 2300

Winnipeg, MB R3C 3Z3 Canada

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[bwarga@deloitte.ca](mailto:bwarga@deloitte.ca) | [deloitte.ca](http://deloitte.ca)



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**From:** Doug Yaremko <[doug.yaremko@outlook.com](mailto:doug.yaremko@outlook.com)>

**Sent:** Friday, December 4, 2020 12:19 PM

**To:** Fritz, John <[jofritz@deloitte.ca](mailto:jofritz@deloitte.ca)>; Warga, Brent <[bwarga@deloitte.ca](mailto:bwarga@deloitte.ca)>

**Cc:** Pam Smith <[typamsmith@sasktel.net](mailto:typamsmith@sasktel.net)>; Tyler Smith <[7ssmith@sasktel.net](mailto:7ssmith@sasktel.net)>

**Subject:** [EXT] Monthly Compensation

Hi John and Brent,

Pam and Tyler have requested monthly compensation of \$20,000 for labour and services over the next few months. They have not indicated the split between themselves. Simply the full amount.

The payment would be exempted from the Receivership.

Please advise



Doug

Doug Yaremko

Doug's Strategy Workshop Inc.

306-537-2431

[doug.yaremko@outlook.com](mailto:doug.yaremko@outlook.com)

<https://www.dougsstrategyworkshop.com/>

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**Appendix H – April 7, 2021 Fiat**

QBG 1337 of 2020 - JCS

*Bank of Montreal v Tyler Smith*

James P. Kroczyński for Richardson Pioneer Limited

David G. Gerecke, Q.C.,  
Wuraola (Wura) A. Dasylva,  
and Jacey K. Safnuk for Bank of Montreal

Jeffrey M. Lee, Q.C.,  
and Paul D. Olfert for Deloitte Restructuring, Receiver of Tyler Smith, Pamela Smith, Smith Northern Ranching and 101197829 Saskatchewan Ltd.

Peter V. Abrametz for Tyler and Pamela Smith

Janine L. Lavoie-Harding,  
and David J. Ukrainetz for Farm Credit Corporation

Nicole C. Krupski for John Deere Financial Inc.

Donald J. Klaassen for Department of Justice (Canada)

FIAT - April 7, 2021 - MESCHISHNICK J.

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[1] Pursuant to my order of March 17, 2021, a number of matters were brought before me for argument on March 31, 2021. They were applications:

- a. That the Receivership Order made December 1, 2020 be interpreted or amended to read as included within the definition of “property” in paragraph 2, the proceeds from the sale of land; alternately
- b. For a Preservation Order pursuant to s. 5 of *The Enforcement of Money Judgments Act*, SS 2010, c E-9.22, preventing Tyler and Pamela Smith from disposing of the net sale proceeds of land;
- c. By the Debtors, as that term is defined in the Receivership Order, to terminate the Receivership Order; and
- d. To determine whether various creditors could be paid from the proceeds of the sale of the four quarter sections of farmland as described in the statement of adjustments filed by the Debtors’ lawyer [4 Quarter Sale] pursuant to my order of March 17, 2021.

[2] Let me briefly deal with the application to terminate the receivership. It is based on two grounds. The first is that the receivership proceeding was not commenced in accordance with s. 243(5) of the *Bankruptcy and Insolvency Act*, RSC

1985, c B-3 [BIA]. The Debtors misread that provision when they say that it requires that the proceeding be commenced in the judicial district where they reside. It requires the application for the order to be filed in a court having jurisdiction in the judicial district of the locality of the debtor. The application was filed in the Court of Queen's Bench. This Court has original jurisdiction throughout Saskatchewan: *The Queen's Bench Act, 1998*, SS 1998, c Q-1.01. It has jurisdiction by virtue of s. 183 of the BIA to hear applications under that Act. The Receivership Order is not a nullity because it was filed in the Judicial Centre of Saskatoon rather than the Judicial Centre of Prince Albert: *Kucera (Re)*, 2014 BCSC 394. It is not necessary for me to address the arguments saying the Debtors are estopped from raising this argument at this point in the proceeding or that this is a collateral attack on the Receivership Order.

[3] The Debtors also argue that the purpose of the Receivership Order has been realized as the Receiver is in possession of sufficient funds to retire the secured claim of the Bank of Montreal and that there is no net realizable value left in the remaining assets.

[4] The Receiver has filed the Third Report. In it the report details that there is currently insufficient funds to pay the claim of the Bank of Montreal and the amounts secured by the Receiver's Charge found in paragraph 17 of the Receivership Order. In addition, the Receiver points to a variety of assets that are yet capable of realization.

[5] The Debtors' evidence on the first point was incomplete in that they did not have the current information provided in the Third Report. Their argument that there was no further net realization to be made was speculative and unsupported by the evidence.

[6] I accept the evidence of the Receiver as set out in the Third Report. I will leave it for the Receiver, acting as an officer of this Court, to determine when its activities have served the purpose of satisfying the claim of the Bank of Montreal or should be ended because they have maximized the available recovery.

[7] The Debtors' application to terminate the Receivership Order is dismissed with costs in the amount of \$2,000 to be paid to the Bank of Montreal.

### **Scope of the Receivership Order**

[8] I find myself in agreement with Richardson Pioneer Limited and the Bank of Montreal on this point. In particular, I am in agreement with the law and analysis found at paragraphs 10 to 22 of the brief of law filed by counsel for the Bank of Montreal. Once a landowner has entered into an agreement for sale and certainly when the transaction has closed, the proceeds of that sale become personal property by virtue

of the equitable doctrine of conversion: *Re Hole Estate*, [1948] 2 WWR 754 (MBKB); *Re MacDougall Estate*, [1927] 1 WWR 612 (Sask KB); *MacWilliams v MacWilliams and Ray*, [1962] OR 407 (Ont CA).

[9] At this point there is nothing that turns on whether the proceeds from the sale of land which would reach the hands of the Smiths is currently property within the meaning of the Receivership Order or whether an amendment to the Receivership Order is needed. If it would have been necessary to decide that point I would have concluded that the Receivership Order, read in light of the case law cited by the Bank of Montreal, already captured the proceeds of the sale of land that would not be needed to honour the terms of the sale (i.e. provide clear title) or were reasonable and necessary costs to arrange and complete the sale. I realize that this was not the Receiver's understanding of the scope of the Receivership Order when it was granted. Thankfully the Receiver has not advised that it would withdraw its consent to acting if the scope of property covered by the Receivership Order was broader than it believed it to be.

[10] I will leave it to the Receiver to propose amendments to the Receivership Order clarifying and assisting with the efficient investigation and, subject to the claims of the other parties, realization of the proceeds of the sale of land that the Debtors would be entitled to after the payment of the amounts necessary to provide clear title to the purchasers and the necessary and reasonable costs of closing the sale.

[11] The Receiver can circulate the proposed amendments to the Bank of Montreal, Richardson Pioneer Limited, Farm Credit Canada and the Debtors. If these parties consent to the proposed amendments a consent order may be filed for my review. If there is disagreement over the proposed amendments the Receiver shall arrange a hearing before me by conference call to settle the necessary amendments.

[12] Because the net proceeds of sale of land by the Debtors that they would be entitled to receive falls within the definition of property in the Receivership Order, it is not necessary to rule on the application for a preservation order. For the same reason the statement of claim and application for a preservation order issued and brought by Richardson Pioneer Limited should now be and are stayed.

[13] Because this ruling requires the Receiver to consider the prospects of realization of the net proceeds of sale of land that would be paid to the Debtors, it must have an opportunity to do so. For the time being the balance of the sale proceeds from the 4 Quarter Sale which does not include the payments authorized with the consent of the parties at the March 31 hearing (Rosthern Agencies \$2,885, Krista L.L. Eggum Legal Professional Corp. \$2,363.13, A & M Ventures \$25,787.08 and Peter V. Abrametz Legal Professional Corp. \$25,000) shall remain in Mr. Abrametz's trust account and shall only be disbursed by further court order.

[14] The Receiver shall advise the parties appearing at the March 31 hearing as to its position with respect to the disbursement of the funds held in trust by Mr. Abrametz. There are various positions that the Receiver may take. There are various interests in those funds. If, after the Receiver has made its position known, the interested parties are unable to agree on the disbursement of those funds a further conference call shall be arranged with the court to determine how and when the matter shall be brought back before the court for resolution.

  
\_\_\_\_\_  
G.A. MESCHISHNICK

**Appendix I – PA Lands Sale Statement of Adjustments**



**STEVENSON HOOD THORNTON BEAUBIER LLP**

**Barristers and Solicitors**

**500, 123 - 2nd Avenue South, Saskatoon, SK S7K 7E6**

**Ph: (306) 244-0132 Fax: (306) 653-1118**

File No. 23567/RFT/tg

Date: December 12, 2020

Invoice No. Preliminary

**Re: NW & SW 12-47-26 W3 and SE 14-47-26 W2  
Smith to Four Jacks Cattle Company  
December 15, 2020**

---

**ESTIMATED VENDORS' STATEMENT OF ADJUSTMENTS**

Sale Price 637,500.00

Interest accrued from Purchaser

Payout of Existing Mortgage as at December 15, 2020  
in favour of Farm Credit Canada

Paid Real Estate Commission	12,750.00	
- PST	765.00	
- GST	<u>637.50</u>	14,152.50

Legal Fees:	2,000.00	
- PST on Legal Fees	120.00	
- GST on Legal Fees	<u>100.00</u>	2,220.00

Taxes to be paid to the RM of Prince Albert 2,493.29

LAND System Fees and Other Disbursements:

- Land Registry Searches	36.00 *	
- Tax Search	60.00 *	
- Courier Charges	10.00 *	
- Fax, Photocopy & Postage Charges	10.00 *	
- GST on * Disbursements	<u>5.80</u>	121.80

Net Sale Proceeds 618,512.41

\$ 637,500.00

\$ 637,500.00

**Legal fees and disbursements payable by you have been charged in accordance with this Statement of Adjustments and paid from monies in trust**

**STEVENSON HOOD THORNTON BEAUBIER LLP**

**Per: \_\_\_\_\_**

**Appendix J – December 18, 2020 Stevenson Hood Thornton Beaubier LLP  
Correspondence**

Reply to:

Robert F. Thornton, Q.C.  
Partner  
Email: rthornton@shtb-law.com

Legal Assistant: Tricia Guthrie  
Email: tguthrie@shtb-law.com

*Our File:23567/RFT/tg*

December 18, 2020

McKercher LLP  
374 3<sup>rd</sup> Avenue S  
Saskatoon, SK S7K 1M5

Attention: Janine L. Lavoie-Harding

Dear Madam:

**Re: Farm Credit Canada and Tyler and Pamela Smith  
Sale of SE Sec 14 Twp 47 Rge 26 W 2 Extension 0, SW Sec 12 Twp 47 Rge 26 W 2 Extension  
0 and NW Sec 12 Twp 47 Rge 26 W 2 Extension 0**

In accordance with our previous correspondence, we enclose our trust cheque in the sum of \$618,512.63 calculated in accordance with the statement of adjustments previously provided and approved by you.

The enclosed sum is sent to you pursuant to your previous undertaking and on the trust condition that you immediately:

1. Discharge Interest Register #121711755 entirely; and,
2. Discharge Interest Register #122870718 partially as it relates to the lands being sold (namely, NW 12-47-26-W2, SW 12-47-26-W2 and SE 14-47-26-W2);

and that the enclosed sum is applied first to fully payout the mortgage with interest register # 121711755 (item 1 above) and the balance is applied to mortgage interest register # 122870781 (item 2 above).

In the event that you are unable or unwilling to comply with this trust condition then the enclosed funds are not to be used and are to be returned to the writer upon demand unless an alternate agreement is first agreed to with the writer.

Yours truly,

**STEVENSON HOOD THORNTON BEAUBIER LLP**

Per:



Robert F. Thornton Q.C.

RFT/tg

**Appendix K – Farm Credit Canada Payout as at April 13, 2021**



### Loan Payout Statement

To: Janine Lavoie-Harding @ Mckercher j.lavoie-harding@mckercher.ca

From: C. Harrison for Mike de Morais

Fax number: via email

Department: Special Credit

detailed  summary

Issue date (YYYY-MM-DD): 2021-04-13

Customer name: Tyler J. Smith

**Projected payout date (YYYY-MM-DD): 2021-04-13**

Customer number	Loan number	Payout amount	Estimated daily factor
100070585	416359.001	\$293,403.25	\$31.01

Please note that the above calculations assume that all payments between today's date and the projected date will have been made.

These are projections only. For the final payout amount, please call your Special Credit Account Manager or Special Credit Technician on the day you intend to make the payment.

The prepayment fee calculation is valid for three business-days, including the date of issue.

Note: Payment can be sent to the Special Credit office at 1820 Hamilton Street, Regina, SK, S4P 2B8

To ensure your payment is applied correctly, include your customer and loan number with your cheque. Payments made after 3:00 PM will be credited to the account the next business day and will therefore incur additional per diem.

If you have questions about this statement or fees charged to your account, please contact Special Credit at 306-994-419.0

If completed by FCC, payouts on Real Property loans will require an electronic discharge fee based on where the security is located:

Province:	Ontario	Manitoba	British Columbia
Fee:	\$85	\$125	\$40

**Other borrower(s):**

Pamela Smith



**Appendix L – Farm Credit Canada Payout Details as at March 19, 2021**



## Loan Payout Statement

To: Janine Lavoie-Harding @ Mckercher j.lavoie-harding@mckercher.ca

Fax number: via email

detailed  summary

From: C. Harrison for Mike de Morais

Department: Special Credit

Issue date (YYYY-MM-DD): 2021-03-18

Customer name: Tyler J. Smith

**Projected payout date (YYYY-MM-DD): 2021-03-19**

Funds	CAD	CAD
Customer number	100070585	100070585
Loan number	318498.001	416359.001
Interest rate	3.791%	3.647%
Daily interest due after payout date	\$17.21	\$21.98
Term expiry date	2019-07-02	2021-07-02
Principal balance		\$216,357.91
Principal past due	\$156,966.79	\$40,977.64
Accrued interest		\$5,631.38
Interest past due	\$8,255.55	\$23,404.65
Unapplied funds / Suspense funds		
Fees	-\$2,447.09	
Insurance	\$735.51	\$1,878.01
Interest on past due	\$12,539.77	\$4,415.89
Prepayment fees		
<b>Total payout amount</b>	<b>\$176,050.53</b>	<b>\$292,665.48</b>

Please note that the above calculations assume that all payments between today's date and the projected date will have been made.

These are projections only. For the final payout amount, please call your Special Credit Account Manager or Special Credit Technician on the day you intend to make the payment.

The prepayment fee calculation is valid for three business-days, including the date of issue.

Note: Payment can be sent to the Special Credit office at 1820 Hamilton Street, Regina, SK, S4P 2B8, Attention: Casey HARRISON

To ensure your payment is applied correctly, include your customer and loan number with your cheque. Payments made after 3:00 PM will be credited to the account the next business day and will therefore incur additional per diem.

If you have questions about this statement or fees charged to your account, please contact Special Credit at 306-994-4190

If completed by FCC, payouts on Real Property loans will require an electronic discharge fee based on where the security is located:



**Other borrower(s):**

Pamela Smith, Smith Northern Ranching, 101197829 Saskatchewan Ltd.

6270c1(2020-03-26)

Province:	Ontario	Manitoba	British Columbia
Fee:	\$85	\$125	\$40

A	B	C	D	E	F	G	H	I	J	K
Judgment Amount	Judgment Date (yyyy/mm/dd)	Annual Nominal Rate	Compounding	Annual Effective Interest Rate	Customer Name		Customer Number	Loan Number		
519,405.14	3/15/2018	6.00%	Annual	6.00%	Tyler J Smith		100070585.562791	IR#121711755		
Payment Date	Payment Amount	Number of Days	Daily Interest	Accrued Interest	Interest Unpaid	Interest Paid	Principal Paid	Principal Balance	Interest Balance	Total Outstanding
2018-04-02	200,000.00	18	85.38166685	1,536.87	0.00	1,536.87	198,463.13	320,942.01	0.00	320,942.01
2019-06-12	0.00	436	52.75759069	23,002.31	23,002.31	0.00	0.00	320,942.01	23,002.31	343,944.32
2019-08-08	0.00	57	52.75759069	3,007.18	26,009.49	0.00	0.00	320,942.01	26,009.49	346,951.50
2019-11-25	0.00	109	52.75759069	5,750.58	31,760.07	0.00	0.00	320,942.01	31,760.07	352,702.08
2020-01-13	0.00	49	52.75759069	2,585.12	34,345.19	0.00	0.00	320,942.01	34,345.19	355,287.20
2020-05-22	0.00	130	52.75759069	6,858.49	41,203.68	0.00	0.00	320,942.01	41,203.68	362,145.69
2020-07-31	0.00	70	52.75759069	3,693.03	44,896.71	0.00	0.00	320,942.01	44,896.71	365,838.72
2020-08-17	0.00	17	52.75759069	896.88	45,793.59	0.00	0.00	320,942.01	45,793.59	366,735.60
2020-11-20	0.00	95	52.75759069	5,011.97	50,805.56	0.00	0.00	320,942.01	50,805.56	371,747.57
2021-01-06	246,767.11	47	52.75759069	2,479.61	0.00	53,285.17	193,481.94	127,460.07	0.00	127,460.07
2021-03-18	0.00	71	20.95233971	1,487.62	1,487.62	0.00	0.00	127,460.07	1,487.62	128,947.68
2021-03-19	0.00	1	20.95233971	20.95	1,508.57	0.00	0.00	127,460.07	1,508.57	128,968.64

**Appendix M – April 20, 2021 MLT Aikins LLP Correspondence Regarding Duck Lake  
Lands Sale Proceeds**

**Paul Olfert**Direct Line: (306) 956-6970  
E-mail: polfert@mltaikins.comStephanie Chernoff  
Legal AssistantDirect Line: (306) 956-6955  
E-mail: schemoff@mltaikins.com

April 20, 2021

**Via E-mail****Duchin Bayda & Kroczyński**

Attention: James Kroczyński

**Miller Thomson LLP**Attention: David Gerecke, Q.C., Wuraola Dasyilva, and  
Jacey Safnuk**Abrametz & Eggum**

Attention: Peter V. Abrametz

**McKercher LLP**

Attention: Janine Lavoie-Harding and David Ukrainetz

**McDougall Gauley LLP**

Attention: Nicole Krupski

**Department of Justice Canada**

Attention: Donald Klaassen

Dear Counsel:

**Re: Receivership of Tyler Smith, Pamela Smith, Smith Northern Ranching, and 101197829 Saskatchewan Ltd. QBG 1337 of 2020, Judicial Centre of Saskatoon Review of Farm Credit Canada Security and Land Sale Transactions**

On April 7, 2021, the Honourable Mr. Justice G.A. Meschishnick delivered a decision (the “**Meschishnick Decision**”) in the above-described receivership proceedings (the “**Receivership Proceedings**”).

This letter shall form the Receiver’s advice to counsel pursuant to the direction in paragraph 14 of the Meschishnick Decision.

The Meschishnick Decision contains certain directions to the Receiver, Deloitte Restructuring Inc. (the “**Receiver**”), including the following [emphasis added]:

[9] At this point there is nothing that turns on whether the proceeds from the sale of land which would reach the hands of the Smiths is currently property within the meaning of the Receivership Order or whether an amendment to the Receivership Order is needed. If it would have been necessary to decide that point I would have concluded that the Receivership Order, read in light of the case law cited by the Bank of Montreal, already captured the proceeds of the sale of land that would not be needed to honour the terms of the sale (i.e. provide clear title) or were reasonable and necessary costs to arrange and complete the sale. ...

[10] I will leave it to the Receiver to propose amendments to the Receivership Order clarifying and assisting with the efficient investigation and, subject to the claims of the other parties, realization of the proceeds of the sale of land that the Debtors would be entitled to after the payment of the amounts necessary to provide clear title to the purchasers and the necessary and reasonable costs of closing the sale.

...

[13] Because this ruling requires the Receiver to consider the prospects of realization of the net proceeds of sale of land that would be paid to the Debtors, it must have an opportunity to do so. ...

[14] The Receiver shall advise the parties appearing at the March 31 hearing as to its position with respect to the disbursement of the funds held in trust by Mr. Abrametz. There are various positions that the Receiver may take. There are various interests in those funds. If, after the Receiver has made its position known, the interested parties are unable to agree on the disbursement of those funds a further conference call shall be arranged with the court to determine how and when the matter shall be brought back before the court for resolution.

The Meschishnick Decision directs the Receiver to investigate and report upon all sales of Lands (as that term is defined in section 2.1 of the Receivership Order granted by the Honourable Mr. Justice R. S. Smith on December 1, 2020 (the "**Receivership Order**")) which have occurred since the granting of the Receivership Order.

Accordingly, this letter will set out the Receiver's position regarding the legal status of the proceeds of each of the two sales of Lands during the Receivership Proceedings of which we are aware, namely:

1. The sale of SE 14-47-26 W2 ("**SE 14**"), NW 12-47-26 W2 ("**NW 12**"), and SW 12-47-26 W2 ("**SW 12**"; together with SE 14 and NW 12, the "**P.A. Lands**") by Tyler and Pamela Smith (the "**Smiths**") to Four Jacks Cattle Company Ltd. for \$637,500.00 on or about December 15, 2020 (the "**December Sale**"); and
2. The sale of SE 32-44-03 W3 ("**SE 33**"), NE 32-44-03 W3 ("**NE 32**"), NW 32-44-03 W3 ("**NW 32**"), and NW 33-44-03 W3 ("**NW 33**"; together with SE 33, NE 32, and NW 32, the "**Duck Lake Lands**") by the Smiths to John Neufeld on or about March 19, 2021 (the "**March Sale**").

**I. FARM CREDIT CANADA LOAN AND SECURITY DOCUMENTATION**

We have reviewed the following Farm Credit Canada (“FCC”) loan and security documentation (certain of which was appended to the Affidavit of Mike de Morais sworn on March 26, 2021 and filed in the Receivership Proceedings, and the rest of which was provided by counsel to FCC on April 14 and 20, 2021 and is attached as **Schedule A**), namely:

1. Mortgage dated December 18, 2007 in the principal amount of \$150,500.00 (the “**2007 Mortgage**”), granted by the Smiths and covering six (6) quarter sections of land: the four (4) quarters comprising the Duck Lake Lands, plus SE 20-45-03 W3 (“**SE 20**”) and SW 20-45-03 W3 (“**SW 20**”);
2. Mortgage dated May 17, 2011 in the principal amount of \$400,000.00 (the “**2011 Mortgage**”), granted by the Smiths and covering one (1) quarter section of land; namely, SW 20;
3. Mortgage dated July 18, 2016 in the principal amount of \$360,000.00 (the “**2016 Mortgage**”) granted by the Smiths and covering the P.A. Lands;
4. Mortgage dated April 20, 2018 in the principal amount of \$350,000.00 (the “**2018 Mortgage**”; together with the 2007 Mortgage, the 2011 Mortgage, and the 2016 Mortgage, the “**Mortgages**”), granted by the Smiths and covering both the P.A. Lands and the Duck Lake Lands;
5. Repayment Agreement between FCC and the Debtors dated January 25, 2018 (the “**Repayment Agreement**”);
6. Loan Payout Statement as at March 19, 2021 respecting FCC credit facilities 318498 and 416359;
7. Calculation of the amount owing pursuant to the Repayment Agreement; and
8. E-mail exchange with counsel to FCC on April 20, 2021.

All of the Mortgages prescribe an interest rate of 18% per annum and contain the following provisions [emphasis added]:

**1. DEFINITIONS**

...

**"Loan Agreement"** means any Promissory Note, Loan Approval and Acceptance, Loan or Credit Agreement, Guarantee, Covenant, Indemnity or any similar agreement

evidencing a Loan between You and Us to be secured by this Mortgage. It includes any Guarantee signed by You guaranteeing the repayment of a Loan made by Us to a third party, which contingent indebtedness under the Guarantee is secured by this Mortgage.

**"Loan Amount"** means the outstanding balance of any Loan or Guarantee after demand or of any draw under any Loan. This balance could include unpaid principal, defaulted payments, interest on defaulted payments, Other Charges and interest on Other Charges.

**"Loan"** means all loans made by Us to You from time to time and secured by this Mortgage, including the Loan made at the time this Mortgage is signed, and all loans which We have made to others which You have guaranteed or covenanted to pay to Us or for which You have otherwise indemnified Us, and which are secured by this Mortgage. Loans may be agreed to in Loan Agreements. The Specific Mortgage Terms attached set out the maximum Principal Amount of the Loan and the maximum interest rate We will charge You on the Loan.

...

## 2. WHAT THIS MORTGAGE DOES

By signing the Specific Mortgage Terms attached You acknowledge that You are indebted to Us or may become indebted to Us and agree to repay the Principal Sum or the Loan Amount outstanding with interest. You also mortgage all of Your estate and interest in the Property to Us, as additional and collateral security for the repayment of all the Loan Amounts up to the Principal Sum, plus interest and Other Charges. You also represent to Us that Your Loan and all related Loan Agreements have been entered into for primarily business purposes.

Accordingly, the Mortgages are "collateral mortgages", each of which secures the repayment of all of the indebtedness owing from time to time by the respective mortgagors to FCC.

## II. TRANSACTIONAL DOCUMENTATION

We have reviewed the following transactional documentation, namely:

1. Letter from Robert Thornton, Q.C. to Janine Lavoie-Harding dated December 18, 2020 in respect of the December Sale (the "**Thornton Letter**", a copy of which is attached as **Schedule B**), enclosing a trust cheque in the sum of \$618,512.63 and appending, *inter alia*, titles to the P.A. Lands which were then in the name of Four Jacks Cattle Company Ltd. but which were still encumbered by the 2016 Mortgage and the 2018 Mortgage;
2. Estimated Vendors' Statement of Adjustments prepared by Stevenson Hood Thornton Beaubier LLP in respect of the December Sale, estimating net sale proceeds (after the payment of real estate commissions plus taxes, legal fees plus taxes, property taxes, and

legal disbursements) in the amount of \$618,512.41 (the “**December Statement of Adjustments**”, a copy of which is attached as **Schedule C**); and

3. Statement of Adjustments appended to correspondence from Abrametz & Eggum dated March 26, 2021 (the “**March Statement of Adjustments**”) and appended to the Third Report of the Receiver dated March 29, 2021 (the “**Third Report**”).

### **III. SEARCH RESULTS**

In addition to the titles appended to the Thornton Letter, we have reviewed copies of the following obtained from the Saskatchewan Land Titles Registry, namely:

1. Attachment to Interest Register #124109850, disclosing that FCC claims an equitable mortgage over SE 20 a copy of which is attached as **Schedule D**;
2. Titles to the Duck Lake Lands, SW 20, and SE 20, appended to the Affidavit of Amanda Blechinger sworn on March 9, 2021 and filed in these proceedings;
3. Titles to the P.A. Lands effective December 1, 2020, copies of which are also attached at Schedule D; and
4. Titles to the Duck Lake Lands effective March 18, 2021, copies of which are also attached at Schedule D.

### **IV. ANALYSIS OF APPLICATION OF FUNDS**

Our analysis assumes that all amounts claimed by, and/or paid to, FCC were and are validly due and owing.

Where a mortgage document provides for the recovery of a specified principal amount plus interest and costs, the mortgagee is entitled to recover, at minimum, (a) in respect of principal, the specified principal amount; and (b) in respect of interest and costs, the amounts calculated pursuant to the terms of the mortgage.<sup>1</sup>

In regard to the December Sale, the P.A. Lands were encumbered at the time of sale by both the 2016 Mortgage and the 2018 Mortgage, which were the only two financial encumbrances registered on title. The combined principal amount of these two mortgages is \$710,000.00. Accordingly, FCC was entitled to require that the entire amount of the sale proceeds (net only of

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<sup>1</sup> See *The Land Titles Act, 2000*, SS 2000, c L-5.1, s 27(2), and see e.g. *CareVest Capital Inc. v 1336868 Alberta Ltd.*, 2015 ABQB 94.



property taxes, real estate commissions, and legal fees); namely, \$618,512.63, be paid to it to be applied against the indebtedness owed by the Debtors to FCC.

In regard to the March Sale, the Duck Lake Lands were encumbered at the time of sale by both the 2007 Mortgage and the 2018 Mortgage, which were the only two financial encumbrances registered on title. The combined principal amount of these two mortgages is \$500,500.00.

Based upon the information provided by FCC, the breakdown between principal, on one hand, and interest and fees, on the other, in regard to the amounts owing by the Debtors to FCC on March 19, 2021, is as follows:

<b>Loan Account</b>	<b>Principal</b>	<b>Interest &amp; Fees</b>	<b>Total</b>
318498.001	\$156,966.79	\$19,083.74	\$176,050.53
416359.001	\$257,335.55	\$35,329.93	\$292,665.48
Repayment Agreement	\$127,460.07	\$1,508.57	\$128,968.64
<b>TOTAL:</b>	<b>\$541,762.41</b>	<b>\$55,922.24</b>	<b>\$597,414.65</b>

FCC is entitled to recover \$500,500.00 on account of principal in priority to the receivership estate, together with all interest and fees secured by the mortgages (\$55,922.24), for a total of **\$556,422.24**.

Accordingly, we recommend that the proceeds of the March Sale in the aggregate amount of \$700,000.00 be distributed as follows, namely:

1. To Rosthern Agencies, \$3,885.00;
2. To Krista L.L. Eggum Legal Prof Corp, \$2,363.13;
3. To A & M Ventures Ltd., \$25,787.08;<sup>2</sup>
4. To Farm Credit Canada, \$556,422.24;
5. To Peter V. Abrametz Legal Prof. Corp., \$25,000.00; and
6. To the Receiver, \$86,542.55.

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<sup>2</sup> Upon review of the relevant land titles, it appears that the builders' lien registered by A & M Ventures Ltd. was registered only against title to SE 20 and SW 20, not against the Duck Lake Lands. As such, it could be argued that the amount claimed pursuant to the lien should not have been paid out from the proceeds from the sale of the Duck Lake Lands. However, since the Meschishnick Decision clearly directs that the amount required to satisfy the lien be paid from the proceeds from the sale of the Duck Lake Lands (which decision was rendered based on representations made by the Smiths' counsel as to which parcel of land the A & M Ventures Ltd. lien was registered), we do not propose to revisit the matter now.

We trust that the foregoing sets out the position of the Receiver with clarity.

Sincerely,

**MLT AIKINS LLP**

Per:



Paul Olfert

cc: MLT Aikins LLP, Attention: Jeffrey M. Lee, Q.C.  
Deloitte Restructuring Inc., Attention: Brent Warga and John Fritz

**SCHEDULE A****Additional FCC Loan and Security Documentation**

Please find attached:

1. Mortgage dated July 18, 2016 in the principal amount of \$360,000.00, granted by the Smiths and covering the P.A. Lands.
2. Repayment Agreement between FCC and the Debtors dated January 25, 2018.
3. Loan Payout Statement as at March 19, 2021 respecting FCC credit facilities 318498 and 416359.
4. Calculation of the amount owing pursuant to the Repayment Agreement.
5. E-mail correspondence with counsel to FCC on April 20, 2021.

The Land Titles Act, 2000  
SPECIFIC MORTGAGE TERMS  
FARM CREDIT CANADA  
PLAIN LANGUAGE MORTGAGE

**YOUR LOAN**

Principal Amount

\$360,000.00

Interest Adjustment Date

N/A

Calculation Period

Half - yearly not in advance

Interest Rate

18% Per Annum

Amortization Period

N/A

**YOUR PAYMENT TERMS**

Amount of Each Payment

N/A

First Payment Date

N/A

Payment Date and Period

This Mortgage secures a revolving line of credit up to the Principal Amount shown hereon in accordance with section 27 of *The Land Titles Act, 2000*, as amended from time to time. All payments, dates and other contractual terms shall be determined in accordance with the attached Schedule "A".  
If this mortgage is given wholly or partially in support of a Guarantee provided by the Mortgagor(s) to the Mortgagee, it is payable on the terms set forth in the Guarantee or if the terms of payment are not set forth in the Guarantee then the mortgage will be payable ON DEMAND.

Balance Due Date

ON DEMAND

Last Payment Date

N/A

Additional Terms

The Collateral Mortgage Terms attached hereto as Schedule "A" form part of this mortgage and the Mortgagor(s) acknowledge receiving a copy thereof.

**MORTGAGOR**

Individual  Corporation

Name and address of owner, as in certificate of title

TYLER JOHN SMITH

BOX 983 DUCK LAKE, SK. S0K 1J0

Signature of Witness

I agree to the terms and conditions of this Mortgage.

Signature of Mortgagor

Date

July 18, 2016

**MORTGAGOR**

Individual  Corporation

Name and address of owner, as in certificate of title

PAMELA RAMONA CLAIRE SMITH

BOX 983 DUCK LAKE, SK. S0K 1J0

Signature of Witness

I agree to the terms and conditions of this Mortgage.

Signature of Mortgagor

Date

July 18, 2016

**MORTGAGEE**

Farm Credit Canada

Street City Province Postal Code

2ND FLOOR, 12040-149 STREET NW, EDMONTON, ALBERTA T5V 1P2

The Land Titles Act, 2000

SPECIFIC MORTGAGE TERMS  
FARM CREDIT CANADA  
PLAIN LANGUAGE MORTGAGE

**DESCRIPTION OF THE PROPERTY**

SURFACE PARCEL # 133867233  
SE SEC 14 TWP 47 RGE 26 W2 EXTENSION 0

SURFACE PARCEL # 133867176  
NW SEC 12 TWP 47 RGE 26 W2 EXTENSION 0

SURFACE PARCEL # 133867165  
SW SEC 12 TWP 47 RGE 26 W2 EXTENSION 0

## SCHEDULE "A"

### COLLATERAL MORTGAGE TERMS

#### FARM CREDIT CANADA

##### Plain Language Mortgage - Continuing Collateral Mortgage

#### 1. DEFINITIONS

This section defines some of the specific terms You will find in these Collateral Mortgage Terms.

**"Mortgage"** means the Specific Mortgage Terms attached, this set of Collateral Mortgage Terms and any changes made by written agreement with You.

**"You"** and **"Your"** mean each person or corporation who has signed this Mortgage as Mortgagor or Guarantor. This includes the personal and legal representatives of each person or corporation and any person or corporation who has assumed any obligations under the Mortgage.

**"We"**, **"Us"** and **"Our"** mean the Mortgagee, Farm Credit Canada and its legal representatives.

**"Property"** means the lands described on the Specific Mortgage Terms attached. This includes all buildings on that land now and all improvements made before or during the time this Mortgage is in effect.

**"Principal Amount" or "Principal Sum"** means the total maximum principal amount of any Loan that is, or may be, secured by this Mortgage as set out in the Specific Mortgage Terms attached.

**"Interest Rate"** means the rate of interest expressed as a percentage rate per annum which is set out in the Specific Mortgage Terms attached.

**"Variable Mortgage Loan Rate"** means the rate of interest expressed as a percentage rate per annum which is set by Us from time to time.

**"Loan Agreement"** means any Promissory Note, Loan Approval and Acceptance, Loan or Credit Agreement, Guarantee, Covenant, Indemnity or any similar agreement evidencing a Loan between You and Us to be secured by this Mortgage. It includes any Guarantee signed by You guaranteeing the repayment of a Loan made by Us to a third party, which contingent indebtedness under the Guarantee is secured by this Mortgage.

**"Loan Amount"** means the outstanding balance of any Loan or Guarantee after demand or of any draw under any Loan. This balance could include unpaid principal, defaulted payments, interest on defaulted payments, Other Charges and interest on Other Charges.

**"Loan"** means all loans made by Us to You from time to time and secured by this Mortgage,

including the Loan made at the time this Mortgage is signed, and all loans which We have made to others which You have guaranteed or covenanted to pay to Us or for which You have otherwise indemnified Us, and which are secured by this Mortgage. Loans may be agreed to in Loan Agreements. The Specific Mortgage Terms attached set out the maximum Principal Amount of the Loan and the maximum interest rate We will charge You on the Loan.

**"Guarantee"** means a form of Guarantee signed by You in which You agree to repay a Loan made by Us to a third party if the third party fails to pay the Loan.

**"Other Charges"** means Our expenses of protecting and enforcing Our rights and of making payments on any Prior Charges against the Property. Other Charges could include but are not limited to the cost of the following:

- investigating the Property, and preparing and registering this Mortgage;
- insurance if We decide to insure You or the Property;
- appraising the Property and undertaking an environmental inspection or clean-up of the Property;
- all of Our administrative, clerical and actual legal costs on a solicitor and client basis; and
- the cost of any receiver or receiver-manager appointed under this Mortgage.

**"Prior Charges"** mean any charges or liens against the Property that affect the priority of this Mortgage.

**"Hazardous Substances"** mean and include any substances declared from time to time to be hazardous, dangerous or toxic or similarly described under any applicable federal, provincial or municipal law, by-law, regulation or other enactment.

## 2. WHAT THIS MORTGAGE DOES

By signing the Specific Mortgage Terms attached You acknowledge that You are indebted to Us or may become indebted to Us and agree to repay the Principal Sum or the Loan Amount outstanding with interest. You also mortgage all of Your estate and interest in the Property to Us, as additional and collateral security for the repayment of all the Loan Amounts up to the Principal Sum, plus interest and Other Charges. You also represent to Us that Your Loan and all related Loan Agreements have been entered into for primarily business purposes.

### 2.1 Your title to the Property

You guarantee that You are the registered owner of an estate in fee simple in the Property or have an absolute right to acquire such an estate under a registered Agreement for Sale or Right to Purchase or have a registered leasehold interest in the Property and have the right to give Us this Mortgage and hereby mortgage all Your estate and interest in the Property to Us. If you acquire a greater or additional interest in the Property, it too is hereby charged by this Mortgage.

You also guarantee that there are no Prior Charges on the Property, other than those We have agreed to in any Loan approval document or Loan Agreement and You

agree to make payments on approved Prior Charges as they become due.

## **2.2 Who is bound by this Mortgage**

The obligations under this Mortgage are the collective and individual responsibility of all persons or corporations who have signed it.

Your legal and personal representatives and Our legal representatives must comply with the terms of this Mortgage.

## **2.3 Changing or extending this Mortgage**

We may make written agreements with You to change any part of this Mortgage. This could include changing the Principal Amount or Interest Rate or both. We do not have to register any written agreement as to any such change to maintain the priority of this Mortgage.

## **2.4 Additional Collateral Security**

This Mortgage provides Us with general and continuing collateral security for repayment of the Loan Amount regardless of any changes in the balance owing or even if there is no balance owing, and this Mortgage will not be deemed to have been redeemed or become void as a result of such event. This mortgage is in addition to any other security We may hold in connection with the Loan and will not in any way affect any rights We may have under any such other security, any Loan Agreement, by rule or law or otherwise to recover the Loan Amount.

## **2.5 Mortgage of Lease**

This provision only applies if any of the interest mortgaged in the Specific Mortgage Terms attached is a leasehold interest.

You represent, warrant and agree with Us that:

- You are the lawful tenant of the Property and have a good and marketable leasehold interest in the Property under a good, valid and subsisting lease, free of any encumbrance or claim, except as approved by Us;
- You have paid all rents and other monies payable under Your lease and are not in default under any of Your other obligations under Your lease;
- You have obtained the written consent of Your landlord, or have the right without such consent, to mortgage Your leasehold interest in the Property;
- You will pay all rent and other payments due and perform and observe all of Your other obligations under Your lease, in default of which We may make such payments or perform such obligations and charge same to You as Other Charges;



- You will not surrender Your lease or cause or allow it to be terminated or forfeited;
- You will not agree to any amendment to Your lease without Our prior written consent; and
- You will, as soon as possible after receipt, give Us a copy of any notice, demand or request You receive relating to Your lease.

## 2.6 **Mortgage in support of a guarantee**

This provision applies only if this Mortgage is given in support of a Guarantee given by You to Us guaranteeing the repayment of any Loan made by Us to a third party. If the Mortgage is in support of a Guarantee it will be payable on the terms set forth in the Guarantee or if the terms of payment are not set forth in the Guarantee then the Mortgage will be payable on demand by Us.

## 3. **INTEREST**

### 3.1 **Interest Rate**

You will find the Interest Rate on the Specific Mortgage Terms attached.

### 3.2 **Interest on Your Loan**

We will charge interest from the date each advance under each Loan is made to You at the Interest Rate or such lesser rate or rates as may be provided in the Loan Agreement evidencing each Loan or any subsequent extensions or renewals with respect to each Loan. You agree to pay this interest and to comply with Your obligations under this Mortgage and under any Loan Agreement.

### 3.3 **Interest on defaulted payments**

If You fail to make any payment on time, We will charge interest on the payment. We will calculate interest from the date the payment was due until the date You pay it. The rate of interest on defaulted payments is the Interest Rate or such lesser rate as provided in the applicable Loan Agreement.

### 3.4 **Interest on Other Charges**

We may add Other Charges to the Loan Amount of Your Loan. You agree to pay interest on these Other Charges from the date We incur the cost or pay the Other Charges until the date You pay Us.

In the event We advance more than one Loan to You, We shall have the sole discretion to decide which Loan interest rate applies to Other Charges.

## 4. **VARIABLE INTEREST RATES**

The following applies to You only if interest on Your Loan accrues at Our Variable Mortgage Loan Rate.

#### **4.1 How the rate of interest is calculated and varies**

The Variable Mortgage Loan Rate will change automatically each time We set the rate of interest for Our Variable Mortgage Loan product.

You will not be advised by Us of any increase or decrease in Our Variable Mortgage Loan Rate until You receive an annual Mortgage statement in which any changes in the Variable Mortgage Loan Rate will be set out. We will, however, advise you on an annual basis as to any change required with respect to Your scheduled payments due to a change of Our Variable Mortgage Loan Rate.

Any failure by Us to mail the annual Mortgage statement or the fact that You may not have received it will not prevent the variation of the rate of interest payable on Your Loan.

Our Variable Mortgage Loan Rate is available from any one of Our offices and shall be conclusive and binding as to the rate of interest applicable to Your Loan.

#### **4.2 Deferred Interest**

If the amount of interest that has accrued on the Principal Amount from one payment to the next exceeds the amount of the payment, then such excess (the "Deferred Interest") shall bear interest from and including the payment date at the then Variable Mortgage Loan Rate. All interest that has accrued on Deferred Interest during the payment period shall, on the first day of the following payment period, be added to and become Deferred Interest and shall bear interest from and including the payment period date at the then Variable Mortgage Loan Rate.

### **5. YOUR RESPONSIBILITIES**

By signing this Mortgage You agree to carry out all of Your responsibilities under it. You also agree to be bound by and carry out all the terms and conditions under which We make a Loan. You will find these terms and conditions in the document approving the Loan or the Loan Agreement or both.

#### **5.1 Business plan and financial statements**

You agree to carry out any business plan that We request and have approved. You also agree to provide financial statements to Us when, and in the form, requested by Us.

#### **5.2 Use of Your Loan**

You agree to Use the proceeds of Your Loan(s) as described in the document approving the Loan and/or the Loan Agreement.

### **5.3 Repaying Your Loan**

You agree to pay to Us in Canadian dollars the Principal Amount of all Loans secured by this Mortgage, plus the interest calculated half-yearly, not in advance, in regular payments as set out in the Loan Agreement. You will find the amount of each payment in the Loan Agreement related to each Loan.

You agree to make Your payments on the payment date stated in the Loan Agreement related to each Loan.

If You are not in default on any Loan from Us, We will apply each Loan payment to the appropriate Loan as follows:

- first, to pay Other Charges;
- second, to pay the interest due; and
- third, to reduce the Principal Amount.

If You are in default on any Loan from Us, We can apply each Loan payment as We see fit.

### **5.4 Prepayments**

If You are not in default on any Loan from Us, We may, but are not obligated to, grant You the right to prepay all or part of any Loan.

If We do grant You a right of payment on any Loan, We may require You to pay Us an additional amount representing Our costs incurred by reason of the prepayment, including all interest lost by Us as a result of the prepayment.

### **5.5 Taxes on the Property**

You agree to pay all liens, taxes and rates levied or charged against the Property.

### **5.6 Insuring the Property**

You agree to insure all buildings and improvements on the Property subject to this Mortgage, in Our favour, during the time this Mortgage is in effect. We must approve the insurance policy and company. We can require a certified copy of the policy and can require changes in the policy. The insurance policy must cover loss by fire and other hazards, including extended perils coverage. The policy must be for replacement value. The policy must include a Mortgage clause stating that proceeds are payable to Us.

If You do not insure Your buildings and improvements in this manner, We can insure them and the cost will be considered as Other Charges and added to the Loan Amount of the appropriate Loan or Loans.

If any damage or loss occurs, You agree to notify Us promptly and co-operate with the insurance company. At Our sole discretion, We may apply the insurance

proceeds to any of the following:

- to repair or rebuild buildings or improvements;
- to reduce Your Loan; or
- pay them to You.

If We pay the insurance proceeds to You, that does not affect Your payment obligations under any Loan Agreement.

#### **5.7 Life Insurance**

If requested by Us, You agree to provide and maintain life insurance on You or others in a form satisfactory to Us. The life insurance, will be assigned and payable to Us during the period of time this Mortgage is in effect. If You do not provide or maintain this insurance, We may do so and the cost will be considered as Other Charges and added to the Loan Amount of the appropriate Loan or Loans.

#### **5.8 Transferring the Property**

You agree not to transfer any of the Property without Our written consent. This includes creating a new parcel from the Property, or giving a lease or a license over any part of the Property.

You agree to assign to Us any agreement relating to the Property under which You receive payments. If You are not in default, We may not require these payments to be made to Us. We are not responsible for Your obligations in any such agreements.

#### **5.9 Removal of resources**

You agree not to remove any trees, gravel or other resources from the Property without Our written consent.

#### **5.10 Keeping the Property in good condition**

You agree to keep the Property in good condition. You shall not do anything that lowers the value of the Property. If You do not maintain the good condition and value of the Property We may enter and take any action We consider necessary to restore the Property. The cost of any such action may be added to the Loan Amount of the Loan or Loans of Our choosing.

#### **5.11 Environmental protection**

You represent and agree that:

- You and all persons You are responsible for in law will, at Your cost, comply with all relevant environmental laws as they may pertain to the Property, including those relating to the management, handling and clean-up of Hazardous Substances;

- the Property has not and will not be Used to store any Hazardous Substances above or below ground, except in the normal course of Your business at the time of this Mortgage. Any such storage in the normal course shall comply with any laws, regulations or by-laws pertaining to safe storage and handling of such Hazardous Substances;
- no Hazardous Substances have or will be released from the Property into the environment;
- there are no existing or threatened legal proceedings or investigations in relation to any Hazardous Substance affecting the Property or any environmental matter generally nor any grounds for same;
- You will advise Us of any environmental condition involving a Hazardous Substance or breach of environmental law on or near the Property which You may become aware of. You must remedy the environmental condition on the Property and remove any Hazardous Substance at Your expense within a reasonable time as determined by Us. If You fail to do so, We may, but are not obligated to, take steps to remedy this environmental condition and remove such Hazardous Substance. The costs, expenses or damages incurred by Us shall be added to the Loan Amount of the Loan of Our choosing;
- You will provide Us with any environmental information respecting the Property when and as requested by Us during the time this Mortgage is in effect.

#### 5.12 **Paying Other Charges**

You agree to pay all costs and expenses incurred by Us, including all costs and expenses to enforce or protect our rights under this Mortgage or any

Loan Agreement, including, but not limited to, all legal fees on a solicitor and client basis.

You agree to pay all Other Charges plus any interest thereon.

We may add Other Charges to the Loan Amount for each Loan when they occur.

### 5.13 **Assignment of Rents/Leases**

This provision only applies if a Loan Agreement provides for an assignment of rents or an assignment of lease as additional security.

You assign and transfer to Us all leases, agreements to lease and rental agreements (the "Rental Agreements") affecting the Property together with all rents payable and all rights, benefits and advantages under them.

We will not be responsible for collecting any rents or doing anything the landlord or the tenant is supposed to do under the Rental Agreements and We will not become a mortgagee in possession by this provision.

We will only be liable for monies We actually receive under this provision, after deduction of Our expenses in collecting such monies, and We will apply all such monies received against the amounts due under this Mortgage.

We will not collect any monies under this provision until You are in default under this Mortgage or in default of any other obligation You have with Us..

You will not accept prepayment of any rent due or to become due under the Rental Agreements, but will only accept payment in the amount, on the days and in the manner set out in the Rental Agreements.

### 5.14 **No subdivision, zoning or use change**

You agree not to create a new parcel for the Property, subdivide the Property, make an application for a change in the municipal zoning of the Property or change the use of the Property without Our written approval and consent.

## 6. **OUR RIGHTS**

We have the following rights to ensure that You carry out Your responsibilities under this Mortgage.

### 6.1 **Our right of inspection**

We have the right to enter and inspect the Property for any reason and at any time, whether or not You are in default under this Mortgage or any Loan Agreement.

### 6.2 **What We can do if You default**

You are in default if You fail to make any payment required under any Loan Agreement on time or fail to do anything else You agreed to do under this Mortgage or any Loan Agreement.

You are in default if any of the environmental representations are untrue at the time given or are breached during the time this Mortgage is in effect.

If You are a corporation, You are also in default if there is a change in the voting control, ownership, officers or directors without Our written consent.

If You default, We may take certain actions.

- **We may demand payment**

If We demand payment of the Loan Amount, the Loan Amount is immediately due and payable.

- **We may foreclose**

We may take action in court to foreclose Your title to or interest in the Property and Your right to reclaim the title or interest. If the court grants a final order of foreclosure the Property or Your interest in it legally becomes Ours.

- **We may take sale proceedings**

We may take immediate possession of the Property.

We may carry on all or any part of Your business conducted on the Property.

We may sell all or part of the Property by private sale or public auction for cash or credit or both or We may lease all or part of the Property on any terms and for any period We wish.

Before doing any of these, We will give You notice or obtain court approval if required by any applicable law.

- **We may sue You**

We may sue you for possession.

Where permitted by law, We may sue You for the Loan Amount and if the amount We receive from any sale of the Property does not equal the Loan Amount, We may recover the difference from You.

- **We may appoint a receiver or receiver-manager**

We may appoint or ask a court to appoint someone to manage, sell or liquidate the Property.

- **We may take any other lawful action**

We may take any other action or remedy provided to Us in law.

### 6.3 Non - merger

If We take any action forcing You to comply with any part of this Mortgage or any Loan Agreement relating to any Loan, or obtain a judgement against You, it will not affect Our other rights under this Mortgage or any Loan Agreement. It will also not affect Our rights under any other mortgage or Loan Agreement You have with Us.

#### **6.4 Time extension**

If We delay in enforcing any of Our rights under this Mortgage, it will not affect Our other rights under this Mortgage.

#### **6.5 Partial release**

If We release part of the Property from this Mortgage, it will not affect Your responsibilities under this Mortgage or any Loan Agreement. Our interest will continue in the rest of the Property.

If We release any person or corporation from any obligation under this Mortgage or any Loan Agreement, it will not affect the obligations of the remaining signers.

#### **6.6 Consolidation**

If You default under any terms of any other mortgage or Loan Agreement with Us, We will consider You in default under this Mortgage.

If You default under any of the terms of this Mortgage or any Loan Agreement, We will consider You in default under any other mortgage with Us.

#### **6.7 We are under no obligation to make advances to You under this Mortgage**

We may decide for any reason not to give You all or part of any Loan, even if:

- You have signed this Mortgage or a Loan Agreement or both;
- We have registered this Mortgage; and
- We have already given You part of any Loan Amount.

#### **6.8 Right to Re-advance**

Provided You are not in default under any terms of this Mortgage or any Loan Agreement, We may, in Our sole discretion, re-advance any principal portion of any Loan to an amount not to exceed the original Loan Amount and this Mortgage shall continue to be security therefore.

#### **6.9 Differences**

Where there is any difference between the terms of this Mortgage and the terms of the document approving Your Loan or any Loan Agreement, the terms of the document approving Your Loan or any Loan Agreement will prevail.

### **7. DISCHARGE**



When You have satisfied all of Your obligations in this Mortgage and any Loan Agreements secured by this Mortgage, including payment of all the Loan Amounts outstanding, We agree to discharge this Mortgage.

We will prepare and provide You with a full discharge in a reasonable time after Our interest in the Property ends.

## 8. MISCELLANEOUS

### 8.1 Waiver

If You are a corporation, by executing this Mortgage You waive the provisions of *The Land Contracts (Actions) Act* (Saskatchewan), *The Limitation of Civil Rights Act* (Saskatchewan) and any amendments thereto or successor statutory enactments insofar as they pertain to this mortgage.

### 8.2 Interpretation

In interpreting this Mortgage, whenever the singular number and the masculine gender are used, the same will be construed as including the plural, and feminine and neuter where the fact or context so requires. If this Mortgage is signed by more than one person, all of the promises and agreements contained in this Mortgage will jointly and severally bind the signers.

### 8.3 Land Title Mortgage

This mortgage is made under and in pursuance of *The Land Title Act, 2000* (Saskatchewan).

**AFFIDAVIT OF WITNESS**

I, \_\_\_\_\_ of \_\_\_\_\_  
in the Province of Saskatchewan, make oath and say that:

- 1. I was personally present and did see \_\_\_\_\_  
named in the within instrument, who \_\_\_\_\_ personally known to me to be the person(s) names therein duly sign, and execute the  
same for the purposes named therein.
- 2. The Instrument was executed at the \_\_\_\_\_ of \_\_\_\_\_ in the \_\_\_\_\_  
of \_\_\_\_\_ and that I am a subscribing witness thereto.
- 3. I know \_\_\_\_\_  
and that \_\_\_\_\_ in my belief of the full age of eighteen years or more.

SWORN before me at \_\_\_\_\_ )  
 \_\_\_\_\_ in the )  
 Province of Saskatchewan this \_\_\_\_\_ day of )  
 \_\_\_\_\_, \_\_\_\_\_ )

\_\_\_\_\_  
 A COMMISSIONER FOR OATHS in & for  
 The Province of Saskatchewan  
 BEING A SOLICITOR -or-  
 My Commission expires \_\_\_\_\_

**AFFIDAVIT OF WITNESS**

I, \_\_\_\_\_ of \_\_\_\_\_  
in the Province of Saskatchewan, make oath and say that:

- 1. I was personally present and did see \_\_\_\_\_  
named in the within instrument, who \_\_\_\_\_ personally known to me to be the person(s) names therein duly sign, and execute the  
same for the purposes named therein.
- 2. The Instrument was executed at the \_\_\_\_\_ of \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_  
and that I am a subscribing witness thereto.
- 3. I know \_\_\_\_\_  
and that \_\_\_\_\_ in my belief of the full age of eighteen years or more.

SWORN before me at \_\_\_\_\_ )  
 \_\_\_\_\_ in the )  
 Province of Saskatchewan this \_\_\_\_\_ day of )  
 \_\_\_\_\_, \_\_\_\_\_ )

\_\_\_\_\_  
 A COMMISSIONER FOR OATHS in & for  
 The Province of Saskatchewan  
 BEING A SOLICITOR -or-  
 My Commission expires \_\_\_\_\_

**CONSENT OF NON-OWNING SPOUSE**

I, \_\_\_\_\_, non-owning spouse of \_\_\_\_\_  
\_\_\_\_\_, consent to the above disposition. I declare that I have signed this  
consent for the purpose of relinquishing all my homestead rights in the property described in the attached disposition in favour of  
Farm Credit Canada to the extent necessary to give effect to this Mortgage.

\_\_\_\_\_  
Signature of non-owning spouse

**CONSENT OF NON-OWNING SPOUSE**

I, \_\_\_\_\_, non-owning spouse of \_\_\_\_\_  
\_\_\_\_\_, consent to the above disposition. I declare that I have signed this  
consent for the purpose of relinquishing all my homestead rights in the property described in the attached disposition in favour of  
Farm Credit Canada to the extent necessary to give effect to this Mortgage.

\_\_\_\_\_  
Signature of non-owning spouse

**CERTIFICATE OF ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public/Solicitor, certify that I have examined \_\_\_\_\_, non-owning spouse of \_\_\_\_\_, the owning spouse, in the attached Mortgage separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consented without any compulsion on the part of the owning spouse; and
- (b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the attached Mortgage and that I am not nor is my employer, partner or clerk otherwise interested in the transaction involved.

Dated at \_\_\_\_\_, in the Province of Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

\_\_\_\_\_  
A Notary Public pursuant to The Notaries Public Act.

\_\_\_\_\_  
Solicitor entitled to practise law pursuant to The Legal Profession Act.

My Appointment expires \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public/Solicitor, certify that I have examined \_\_\_\_\_, non-owning spouse of \_\_\_\_\_, the owning spouse, in the attached Mortgage separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consented without any compulsion on the part of the owning spouse; and
- (b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the attached Mortgage and that I am not nor is my employer, partner or clerk otherwise interested in the transaction involved.

Dated at \_\_\_\_\_, in the Province of Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

\_\_\_\_\_  
A Notary Public pursuant to The Notaries Public Act.

\_\_\_\_\_  
Solicitor entitled to practise law pursuant to The Legal Profession Act.

My Appointment expires \_\_\_\_\_

AFFIDAVIT

I/We TYLER JOHN SMITH (and) PAMELA RAMONA CLAIRE SMITH (both) of DUCK LAKE, in the Province of Saskatchewan, (SEVERALLY) MAKE OATH AND SAY THAT:

- 1. I am (one of) the Mortgagor(s).
- 2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage. *T.S.P.S. M* -or-
- 2. I have no spouse ✓ -or-
- 3. My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.

(SEVERALLY) SWORN BEFORE ME at PRINCE ALBERT in the Province of Saskatchewan this 18 day of JULY, 2016.

*Tyler John Smith*  
TYLER JOHN SMITH

*Pamela Ramona Claire Smith*  
PAMELA RAMONA CLAIRE SMITH

A COMMISSIONER FOR OATHS in & for the Province of Saskatchewan BEING A SOLICITOR -or-

My Commission *2* expires

DATED JULY, 2016

TYLER JOHN SMITH AND

PAMELA RAMONA CLAIRE SMITH

(Mortgagor)

TO

**FARM CREDIT CANADA (MORTGAGEE)**

Address 2ND FLOOR, 12040-149 STREET NW

EDMONTON, ALBERTA T5V 1P2

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# MORTGAGE

UNDER

THE LAND TITLES ACT, 2000

SANDERSON BALICKI PARCHOMCHUK

Solicitor for the Mortgagee

# Province of Saskatchewan Land Titles Registry Title

**Title #:** 148466302      **As of:** 21 Jul 2016 20:14:40  
**Title Status:** Active      **Last Amendment Date:** 21 Jul 2016 11:21:03.647  
**Parcel Type:** Surface      **Issued:** 21 Jul 2016 11:21:00.377  
**Parcel Value:** \$133,333.00 CAD  
**Title Value:** \$133,333.00 CAD      **Municipality:** RM OF PRINCE ALBERT NO. 461  
**Converted Title:** 97PA02475  
**Previous Title and/or Abstract #:** 116513254

Tyler John Smith and Pamela Ramona Claire Smith are the registered owners, as joint tenants, of Surface Parcel #133867233

Reference Land Description: SE Sec 14 Twp 47 Rge 26 W 2 Extension 0  
As described on Certificate of Title 97PA02475.

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

### Registered Interests:

**Interest #:**  
**176068514**      Mortgage

**Value:** \$158,000.00 CAD  
**Reg'd:** 12 Jul 2013 12:06:39  
**Interest Registered Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
 The Bank of Nova Scotia  
 670-800-15th Street E,  
 Prince Albert, Saskatchewan, Canada S6V 8E3  
**Client #:** 128817096  
**Int. Register #:** 119301061

**Interest #:**  
**176068570**      Mortgage

**Value:** \$360,000.00 CAD  
**Reg'd:** 21 Jul 2016 11:21:04  
**Interest Registered Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
 Farm Credit Canada  
 2nd Floor, 12040-149 Street NW  
 Edmonton, AB, Canada T5V 1P2  
**Client #:** 131681055  
**Int. Register #:** 121711755

### Addresses for Service:

Name	Address
------	---------

**Owner:**

Tyler John Smith  
Client #: 131681033

Box 983 Duck Lake, SK, Canada S0K 1J0

**Owner:**

Pamela Ramona Claire Smith  
Client #: 131681044

Box 983 Duck Lake, SK, Canada S0K 1J0

**Notes:**

Parcel Class Code: Parcel (Generic)

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**Name**

**Owner:**

Tyler John Smith  
Client #: 131681033

**Owner:**

Pamela Ramona Claire Smith  
Client #: 131681044

**Address**

Box 983 Duck Lake, SK, Canada S0K 1J0

Box 983 Duck Lake, SK, Canada S0K 1J0

**Notes:**

Parcel Class Code: Parcel (Generic)

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# Province of Saskatchewan Land Titles Registry Title

**Title #:** 148466324**Title Status:** Active**Parcel Type:** Surface**Parcel Value:** \$133,334.00 CAD**Title Value:** \$133,334.00 CAD**Converted Title:** 97PA02475A**Previous Title and/or Abstract #:** 116512950**As of:** 21 Jul 2016 20:26:18**Last Amendment Date:** 21 Jul 2016 11:21:03.617**Issued:** 21 Jul 2016 11:21:03.093**Municipality:** RM OF PRINCE ALBERT NO. 461

Tyler John Smith and Pamela Ramona Claire Smith are the registered owners,  
as joint tenants, of Surface Parcel #133867165

Reference Land Description: SW Sec 12 Twp 47 Rge 26 W 2 Extension 0  
As described on Certificate of Title 97PA02475A.

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

**Registered Interests:****Interest #:****176068558**

Mortgage

**Value:** \$360,000.00 CAD**Reg'd:** 21 Jul 2016 11:21:04**Interest Registered Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**

Farm Credit Canada  
2nd Floor, 12040-149 Street NW  
Edmonton, AB, Canada T5V 1P2

**Client #:** 131681055**Int. Register #:** 121711755**Addresses for Service:****Name****Address****Owner:**

Tyler John Smith  
Client #: 131681033

Box 983 Duck Lake, SK, Canada S0K 1J0

**Owner:**

Pamela Ramona Claire Smith  
Client #: 131681044

Box 983 Duck Lake, SK, Canada S0K 1J0

**Notes:**

Parcel Class Code: Parcel (Generic)

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**Repayment Agreement**

January 25, 2018

SMITH, Tyler  
SMITH, Pamela  
Smith Northern Ranching  
101197829 Saskatchewan Ltd.  
PO Box 983  
Duck Lake, Saskatchewan  
S0K-1J0

Cust 100070585  
100138116  
200759068  
200759086

Dear Tyler and Pamela

**Re: Indebtedness to Farm Credit Canada (FCC)**

As of January 25, 2018 you are indebted to FCC as follows

FCC Term Loans           \$767,800.34 (including undisbursed funds)  
FCC Crop Input Loans    \$507,095.46 (All arrears)

You acknowledge that you are indebted to FCC as set out above. You also acknowledge that you have defaulted in repayment of some or all your indebtedness, and that the security held by FCC with respect to such indebtedness is valid and enforceable.

In consideration of FCC agreeing to not take immediate action to enforce repayment of the indebtedness, you have agreed as follows:

1. You agree to provide FCC a demand mortgage (with no Non FCC prior charges) to secure repayment of the FCC Crop Input Loan to the limit of \$350,000.00 registered against the following lands:

NE32-44-3 W3  
SE32-44-3 W3  
NW33-44-3 W3  
NW32-44-3 W3  
SE14-47-26 W2  
NW12-47-26 W2  
SW12-47-26 W2

FCC will discharge the mortgage upon full repayment of your FCC Crop Input loan. The Crop Input Loan number is 562791000.

2. You agree to repay the entire amount owing to FCC on the Crop Input Loan by April 1, 2019. You will also make a minimum \$200,000 payment toward the crop input arrears on or before April 1, 2018

3. You agree to maintain the interest on FCC Term Loans in a current position for the payments due in July 2018.

4. You provide FCC a copy of the 2017 financial statements for the consolidated operations in Smith Northern Ranching by Feb 28, 2018. You will also provide FCC a copy of your BMO Credit Agreement when available for the 2018 crop year.

In consideration of the foregoing, FCC agrees as follows:

Upon registration of the demand mortgage, FCC will reduce the interest rate on the Crop Input loan to 6% and forebear from taking any action to recover payment or enforce any security for a period of 1 year provided the

Special Credit Regina

1800 Hamilton Street, P.O. Box 4320 | Regina SK S4P 4L3 | T: 306-780-8100 | F: 306-780-3491

Toll free 1-800-910-5263 | www.fcc.ca

\$200,000 payment referred to above is made by April 1, 2018. If such payment is not made, FCC shall be entitled to enforce its security upon such default.

Please review, sign, and return a copy of this agreement to FCC by January 31, 2018. Upon your acceptance this letter will constitute an agreement between yourselves and FCC. In the event you default in any of your obligations as set out herein, FCC may revert to its strict legal rights and may take immediate steps to enforce repayment of your indebtedness and to realize on any collateral held as security.

FCC's solicitor is Mr. Joel Hesje, Q.C. at McKercher LLP, Saskatoon. You have advised that your solicitor is John Abrametz, KMP Law Saskatoon. Upon signing this agreement FCC will advise our solicitor to prepare the demand mortgage. FCC's solicitor will communicate with your solicitor to register the mortgage. All legal costs incurred by FCC with respect to preparation and registration of the mortgage will be your responsibility and shall be immediately re-imbursed to FCC.

Sincerely,

FARM CREDIT CANADA



Darryl Epp  
Account Manager, Special Credit

ACKNOWLEDGEMENT AND ACCEPTANCE

I, Tyler Smith, of Duck Lake, SK, hereby accept the terms and conditions of this repayment agreement on this 13 day of February, 2018.

) Tyler Smith  
Borrower Signature

) Tyler Smith  
Borrower: Print Name

I, Pamela Smith, of Duck Lake, SK, hereby accept the terms and conditions of this repayment agreement on this 13 day of February, 2018.

) Pamela Smith  
Borrower Signature

) Pamela Smith  
Borrower: Print Name

Signature for 101197829 Saskatchewan Ltd.

) Tyler Smith  
Borrower Signature  
) Tyler Smith



## Loan Payout Statement

To: Janine Lavoie-Harding @ Mckercher j.lavoie-harding@mckercher.ca

Fax number: via email

detailed  summary

From: C. Harrison for Mike de Morais

Department: Special Credit

Issue date (YYYY-MM-DD): 2021-03-18

Customer name: Tyler J. Smith

**Projected payout date (YYYY-MM-DD): 2021-03-19**

Funds	CAD	CAD
Customer number	100070585	100070585
Loan number	318498.001	416359.001
Interest rate	3.791%	3.647%
Daily interest due after payout date	\$17.21	\$21.98
Term expiry date	2019-07-02	2021-07-02
Principal balance		\$216,357.91
Principal past due	\$156,966.79	\$40,977.64
Accrued interest		\$5,631.38
Interest past due	\$8,255.55	\$23,404.65
Unapplied funds / Suspense funds		
Fees	-\$2,447.09	
Insurance	\$735.51	\$1,878.01
Interest on past due	\$12,539.77	\$4,415.89
Prepayment fees		
<b>Total payout amount</b>	<b>\$176,050.53</b>	<b>\$292,665.48</b>

Please note that the above calculations assume that all payments between today's date and the projected date will have been made.

These are projections only. For the final payout amount, please call your Special Credit Account Manager or Special Credit Technician on the day you intend to make the payment.

The prepayment fee calculation is valid for three business-days, including the date of issue.

Note: Payment can be sent to the Special Credit office at 1820 Hamilton Street, Regina, SK, S4P 2B8, Attention: Casey HARRISON

To ensure your payment is applied correctly, include your customer and loan number with your cheque. Payments made after 3:00 PM will be credited to the account the next business day and will therefore incur additional per diem.

If you have questions about this statement or fees charged to your account, please contact Special Credit at 306-994-4190

If completed by FCC, payouts on Real Property loans will require an electronic discharge fee based on where the security is located:

**Other borrower(s):**

Pamela Smith, Smith Northern Ranching, 101197829 Saskatchewan Ltd.

6270c1(2020-03-26)

Province:	Ontario	Manitoba	British Columbia
Fee:	\$85	\$125	\$40



A	B	C	D	E	F	G	H	I	J	K
Judgment Amount	Judgment Date (yyyy/mm/dd)	Annual Nominal Rate	Compounding	Annual Effective Interest Rate	Customer Name		Customer Number	Loan Number		
519,405.14	3/15/2018	6.00%	Annual	6.00%	Tyler J Smith		100070585.562791	IR#121711755		
Payment Date	Payment Amount	Number of Days	Daily Interest	Accrued Interest	Interest Unpaid	Interest Paid	Principal Paid	Principal Balance	Interest Balance	Total Outstanding
2018-04-02	200,000.00	18	85.38166685	1,536.87	0.00	1,536.87	198,463.13	320,942.01	0.00	320,942.01
2019-06-12	0.00	436	52.75759069	23,002.31	23,002.31	0.00	0.00	320,942.01	23,002.31	343,944.32
2019-08-08	0.00	57	52.75759069	3,007.18	26,009.49	0.00	0.00	320,942.01	26,009.49	346,951.50
2019-11-25	0.00	109	52.75759069	5,750.58	31,760.07	0.00	0.00	320,942.01	31,760.07	352,702.08
2020-01-13	0.00	49	52.75759069	2,585.12	34,345.19	0.00	0.00	320,942.01	34,345.19	355,287.20
2020-05-22	0.00	130	52.75759069	6,858.49	41,203.68	0.00	0.00	320,942.01	41,203.68	362,145.69
2020-07-31	0.00	70	52.75759069	3,693.03	44,896.71	0.00	0.00	320,942.01	44,896.71	365,838.72
2020-08-17	0.00	17	52.75759069	896.88	45,793.59	0.00	0.00	320,942.01	45,793.59	366,735.60
2020-11-20	0.00	95	52.75759069	5,011.97	50,805.56	0.00	0.00	320,942.01	50,805.56	371,747.57
2021-01-06	246,767.11	47	52.75759069	2,479.61	0.00	53,285.17	193,481.94	127,460.07	0.00	127,460.07
2021-03-18	0.00	71	20.95233971	1,487.62	1,487.62	0.00	0.00	127,460.07	1,487.62	128,947.68
2021-03-19	0.00	1	20.95233971	20.95	1,508.57	0.00	0.00	127,460.07	1,508.57	128,968.64

## Paul Olfert

---

**From:** Janine Lavoie-Harding <j.lavoie-harding@mckercher.ca>  
**Sent:** Tuesday, April 20, 2021 1:56 PM  
**To:** Paul Olfert  
**Cc:** Marek Coutu; Jeff Lee; David J. Ukrainetz  
**Subject:** RE: Bank of Montreal v. Tyler Smith et al. - QBG 1337 of 2020

Yes, that is correct.

**Janine L. Lavoie-Harding\***  
**Partner**  
**MCKERCHER LLP BARRISTERS & SOLICITORS**  
374 Third Avenue South, Saskatoon, SK S7K 1M5  
\*practicing through Janine L. Harding Legal Prof. Corp.  
Direct Line: (306) 664-1265  
[mckercher.ca](http://mckercher.ca)

---

**From:** Paul Olfert <polfert@mltaikins.com>  
**Sent:** Tuesday, April 20, 2021 1:51 PM  
**To:** Janine Lavoie-Harding <j.lavoie-harding@mckercher.ca>  
**Cc:** Marek Coutu <mcoutu@mltaikins.com>; Jeff Lee <jmlee@mltaikins.com>; David J. Ukrainetz <d.ukrainetz@mckercher.ca>  
**Subject:** RE: Bank of Montreal v. Tyler Smith et al. - QBG 1337 of 2020

Thanks, Janine. This is very much appreciated.

Just to confirm – I assume that the "judgment" referred to is not in fact a judgment, but rather the indebtedness which remains owing pursuant to the January 25, 2018 Repayment Agreement, correct?

Thanks and best regards,

**Paul Olfert**  
**Partner**  
**P:** +1 (306) 956-6970 | **E:** polfert@mltaikins.com

---

**From:** Janine Lavoie-Harding <j.lavoie-harding@mckercher.ca>  
**Sent:** Tuesday, April 20, 2021 11:28 AM  
**To:** Paul Olfert <polfert@mltaikins.com>  
**Cc:** Marek Coutu <mcoutu@mltaikins.com>; Jeff Lee <jmlee@mltaikins.com>; David J. Ukrainetz <d.ukrainetz@mckercher.ca>  
**Subject:** RE: Bank of Montreal v. Tyler Smith et al. - QBG 1337 of 2020

Hi, Paul:

Further to your request and our call yesterday, I am attaching the following:

1. Detailed Payout Statement for 318498 and 416359 as of March 19, 2021. Please note for CF 318498.001 the amount of \$2,447.09 in legal fees was charged in error and needs to be deducted from the payout amount. This was communicated to counsel for the Smiths at the time the original payout statement was delivered to their office on March 19, 2021. As a result, the amount of \$173,603.44 is owing as it relates to CF 318498.001; and

2. Calculation for payout of the judgment as of March 19, 2021 as it relates to CF 562791.

Please advise if you require anything further.

Regards,

**Janine L. Lavoie-Harding\***

**Partner**

**MCKERCHER LLP BARRISTERS & SOLICITORS**

374 Third Avenue South, Saskatoon, SK S7K 1M5

\*practicing through Janine L. Harding Legal Prof. Corp.

Direct Line: (306) 664-1265

[mckercher.ca](http://mckercher.ca)

---

**From:** Paul Olfert <[polfert@mltaikins.com](mailto:polfert@mltaikins.com)>

**Sent:** Thursday, April 15, 2021 5:32 PM

**To:** Janine Lavoie-Harding <[j.lavoie-harding@mckercher.ca](mailto:j.lavoie-harding@mckercher.ca)>

**Cc:** Marek Coutu <[mcoutu@mltaikins.com](mailto:mcoutu@mltaikins.com)>; Jeff Lee <[jmlee@mltaikins.com](mailto:jmlee@mltaikins.com)>

**Subject:** RE: Bank of Montreal v. Tyler Smith et al. - QBG 1337 of 2020

Hello, Janine.

Further to our letter of April 9, 2021 and your response on April 14, 2021, I note that the payout statement appended to your reply does not provide a breakdown of principal and interest. Could you please provide us with a current statement of the FCC indebtedness which breaks down principal and interest (and fees, etc. if any)?

Thanks and best regards,

**Paul Olfert**

**Partner**

**P:** +1 (306) 956-6970 | **E:** [polfert@mltaikins.com](mailto:polfert@mltaikins.com)

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**MLT Aikins LLP**

Suite 1201 - 409 3rd Avenue S

Saskatoon, SK S7K 5R5

[BIO](#) | [VCARD](#)



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---

**From:** Kelsey L. Sheetka <[k.sheetka@mckercher.ca](mailto:k.sheetka@mckercher.ca)>

**Sent:** Wednesday, April 14, 2021 11:38 AM


**To:** Paul Olfert <[polfert@mltaikins.com](mailto:polfert@mltaikins.com)>

**Cc:** Janine Lavoie-Harding <[j.lavoie-harding@mckercher.ca](mailto:j.lavoie-harding@mckercher.ca)>; [peterabrametz@inet2000.com](mailto:peterabrametz@inet2000.com); Jeff Lee

<[jmlee@mltaikins.com](mailto:jmlee@mltaikins.com)>; Marek Coutu <[mcoutu@mltaikins.com](mailto:mcoutu@mltaikins.com)>; [bwarga@deloitte.ca](mailto:bwarga@deloitte.ca); [jofritz@deloitte.ca](mailto:jofritz@deloitte.ca)

**Subject:** Bank of Montreal v. Tyler Smith et al. - QBG 1337 of 2020

---

 External Sender

**SENT ON BEHALF OF JANINE L. LAVOIE-HARDING:**

Good morning,

Further to the above-captioned matter please find attached a copy of our correspondence to you of today's date.

Regards,

**Kelsey Sheetka**  
**Legal Assistant**  
**MCKERCHER LLP BARRISTERS & SOLICITORS**

374 Third Avenue South, Saskatoon, SK S7K 1M5  
Direct Line: (306) 664-1369 | Main Line: (306) 653-2000  
Fax: (306) 653-2669 | [mckercher.ca](http://mckercher.ca)  
[k.sheetka@mckercher.ca](mailto:k.sheetka@mckercher.ca)

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**SCHEDULE B**

**Thornton Letter**

Letter from Robert Thornton, Q.C. to Janine Lavoie-Harding dated December 18, 2020, with enclosures.

Reply to:

Robert F. Thornton, Q.C.  
Partner  
Email: rthornton@shtb-law.com

Legal Assistant: Tricia Guthrie  
Email: tguthrie@shtb-law.com

*Our File:23567/RFT/tg*

December 18, 2020

McKercher LLP  
374 3<sup>rd</sup> Avenue S  
Saskatoon, SK S7K 1M5

Attention: Janine L. Lavoie-Harding

Dear Madam:

**Re: Farm Credit Canada and Tyler and Pamela Smith  
Sale of SE Sec 14 Twp 47 Rge 26 W 2 Extension 0, SW Sec 12 Twp 47 Rge 26 W 2 Extension  
0 and NW Sec 12 Twp 47 Rge 26 W 2 Extension 0**

In accordance with our previous correspondence, we enclose our trust cheque in the sum of \$618,512.63 calculated in accordance with the statement of adjustments previously provided and approved by you.

The enclosed sum is sent to you pursuant to your previous undertaking and on the trust condition that you immediately:

1. Discharge Interest Register #121711755 entirely; and,
2. Discharge Interest Register #122870718 partially as it relates to the lands being sold (namely, NW 12-47-26-W2, SW 12-47-26-W2 and SE 14-47-26-W2);

and that the enclosed sum is applied first to fully payout the mortgage with interest register # 121711755 (item 1 above) and the balance is applied to mortgage interest register # 122870781 (item 2 above).

In the event that you are unable or unwilling to comply with this trust condition then the enclosed funds are not to be used and are to be returned to the writer upon demand unless an alternate agreement is first agreed to with the writer.

Yours truly,

**STEVENSON HOOD THORNTON BEAUBIER LLP**

Per:



Robert F. Thornton Q.C.

RFT/tg



**Name**

**Address**

**Owner:**

FOUR JACKS CATTLE COMPANY LTD.

Client #: 135784402

BOX 1297 MOOSE JAW, Saskatchewan, Canada S6H 4P9

**Notes:**

Parcel Class Code: Parcel (Generic)



**Province of Saskatchewan  
Land Titles Registry  
Title**

**Title #:** 153547869 **As of:** 18 Dec 2020 09:57:46  
**Title Status:** Active **Last Amendment Date:** 17 Dec 2020 14:47:17.823  
**Parcel Type:** Surface **Issued:** 17 Dec 2020 14:47:17.370  
**Parcel Value:** \$212,500.00 CAD  
**Title Value:** \$212,500.00 CAD **Municipality:** RM OF PRINCE ALBERT NO. 461  
**Converted Title:** 97PA02475A  
**Previous Title and/or Abstract #:** 148466324

FOUR JACKS CATTLE COMPANY LTD. is the registered owner of Surface Parcel #133867165

Reference Land Description: SW Sec 12 Twp 47 Rge 26 W 2 Extension 0  
As described on Certificate of Title 97PA02475A.

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

**Registered Interests:**

**Interest #:**  
**189530488**

Mortgage

**Value:** \$360,000.00 CAD  
**Reg'd:** 21 Jul 2016 11:21:04  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
Farm Credit Canada  
2nd Floor, 12040-149 Street NW  
Edmonton, AB, Canada T5V 1P2  
**Client #:** 131681055

**Int. Register #:** 121711755

**Interest #:**  
**189530499**

Mortgage

**Value:** \$350,000.00 CAD  
**Reg'd:** 01 May 2018 15:34:23  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
FARM CREDIT CANADA  
12040 - 149 Street NW  
Edmonton, AB, Canada T5V 1P2  
**Client #:** 101944201

**Int. Register #:** 122870718

**Interest #:**  
**189530501**

Power Corporation Act  
Easement (s.23)

**Value:** N/A  
**Reg'd:** 24 Sep 2019 08:02:10  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

EASEMENT FOR AN ELECTRICAL TRANSMISSION LINE DATED SEPTEMBER 9, 2019 BETWEEN SASKATCHEWAN POWER CORPORATION AND TYLER JOHN SMITH AND PAMELA RAMONA CLAIRE SMITH.

**Holder:**

SASKATCHEWAN POWER CORPORATION  
2025 VICTORIA AVE  
REGINA, SK, Canada S4P 0S1  
**Client #:** 100307618

**Int. Register #:** 123656418

**Addresses for Service:**

**Name**

**Address**

**Owner:**

FOUR JACKS CATTLE COMPANY LTD.  
Client #: 135784402

BOX 1297 MOOSE JAW, Saskatchewan, Canada S6H 4P9

**Notes:**

Parcel Class Code: Parcel (Generic)

## Province of Saskatchewan Land Titles Registry Title

<b>Title #:</b> 153547881	<b>As of:</b> 18 Dec 2020 09:58:06
<b>Title Status:</b> Active	<b>Last Amendment Date:</b> 17 Dec 2020 14:47:18.167
<b>Parcel Type:</b> Surface	<b>Issued:</b> 17 Dec 2020 14:47:17.887
<b>Parcel Value:</b> \$212,500.00 CAD	
<b>Title Value:</b> \$212,500.00 CAD	<b>Municipality:</b> RM OF PRINCE ALBERT NO. 461
<b>Converted Title:</b> 97PA02475	
<b>Previous Title and/or Abstract #:</b> 148466302	

FOUR JACKS CATTLE COMPANY LTD. is the registered owner of Surface Parcel #133867233

Reference Land Description: SE Sec 14 Twp 47 Rge 26 W 2 Extension 0  
As described on Certificate of Title 97PA02475.

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

**Registered Interests:**

<b>Interest #:</b> 189530523	Mortgage	<b>Value:</b> \$360,000.00 CAD <b>Reg'd:</b> 21 Jul 2016 11:21:04 <b>Interest Register Amendment Date:</b> N/A <b>Interest Assignment Date:</b> N/A <b>Interest Scheduled Expiry Date:</b> N/A <b>Expiry Date:</b> N/A
---------------------------------	----------	---

**Holder:**  
Farm Credit Canada  
2nd Floor, 12040-149 Street NW  
Edmonton, AB, Canada T5V 1P2  
**Client #:** 131681055

**Int. Register #:** 121711755

<b>Interest #:</b> 189530534	Mortgage	<b>Value:</b> \$350,000.00 CAD <b>Reg'd:</b> 01 May 2018 15:34:23 <b>Interest Register Amendment Date:</b> N/A <b>Interest Assignment Date:</b> N/A <b>Interest Scheduled Expiry Date:</b> N/A <b>Expiry Date:</b> N/A
---------------------------------	----------	---

**Holder:**  
FARM CREDIT CANADA  
12040 - 149 Street NW  
Edmonton, AB, Canada T5V 1P2  
**Client #:** 101944201

**Int. Register #:** 122870718

**Addresses for Service:**

**Name**

**Address**

**Owner:**

FOUR JACKS CATTLE COMPANY LTD.  
Client #: 135784402

BOX 1297 MOOSE JAW, Saskatchewan, Canada S6H 4P9

**Notes:**

Parcel Class Code: Parcel (Generic)

## Tricia Guthrie

---

**From:** Stacey Dedelley <[sdedelley@graysonandcompany.com](mailto:sdedelley@graysonandcompany.com)>  
**Sent:** December 18, 2020 10:01 AM  
**To:** Real Estate  
**Subject:** RE: Smith to Four Jacks Cattle  
**Attachments:** Funds Release Letter (with Titles) - December 18, 2020.pdf

Here you go!!

Again, I'm sorry. I'm not sure why ISC didn't send my notification.

Regards,

Stacey Dedelley

*Legal Assistant, GRAYSON & COMPANY, Law Firm Established in 1883*

350 Langdon Cres., Moose Jaw, SK S6H 0X4

T. 306 693 6176 | F. 306 693 1515

E. [sdedelley@graysonandcompany.com](mailto:sdedelley@graysonandcompany.com)

<https://www.graysonandcompany.com/>

---

**From:** Real Estate <[realestate@shtb-law.com](mailto:realestate@shtb-law.com)>  
**Sent:** Friday, December 18, 2020 9:53 AM  
**To:** Stacey Dedelley <[sdedelley@graysonandcompany.com](mailto:sdedelley@graysonandcompany.com)>  
**Subject:** RE: Smith to Four Jacks Cattle

Hey Stacey,

I see this one registered yesterday, can you please forward titles and authorization to release the funds.

Thanks.

**IMPORTANT NOTICE: SHTB LLP – Our COVID-19 Response (UPDATED: September 1, 2020)**

*In keeping with provincial health guidelines we are limiting public access and in-person meetings at our office.*

*However, we continue to accept mail and courier deliveries. We ask that anyone entering our office use the available hand sanitizer and wear a mask. Also, all visitors will be asked COVID-19 screening questions and to provide contact tracing information. Please see our website: [www.shtb-law.com](http://www.shtb-law.com) for further information.*



Tricia Guthrie, Real Estate Legal Assistant  
Stevenson Hood Thornton Beaubier LLP  
500, 123 - 2nd Avenue South  
Saskatoon SK S7K 7E6  
Telephone: (306) 244-0132/Facsimile: (306) 653-1118

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**From:** Stacey Dedelley <[sdedelley@graysonandcompany.com](mailto:sdedelley@graysonandcompany.com)>  
**Sent:** December 15, 2020 1:37 PM

**To:** Tricia Guthrie <[tguthrie@shtb-law.com](mailto:tguthrie@shtb-law.com)>  
**Subject:** RE: Smith to Four Jacks Cattle

Done!

Regards,

Stacey Dedelley

Legal Assistant, **GRAYSON & COMPANY**, Law Firm Established in 1883  
350 Langdon Cres., Moose Jaw, SK S6H 0X4  
T. 306 693 6176 | F. 306 693 1515  
E. [sdedelley@graysonandcompany.com](mailto:sdedelley@graysonandcompany.com)  
<https://www.graysonandcompany.com/>

---

**From:** Tricia Guthrie <[tguthrie@shtb-law.com](mailto:tguthrie@shtb-law.com)>  
**Sent:** Tuesday, December 15, 2020 1:37 PM  
**To:** Stacey Dedelley <[sdedelley@graysonandcompany.com](mailto:sdedelley@graysonandcompany.com)>  
**Subject:** RE: Smith to Four Jacks Cattle

Grrrrr, yes for sure.

**IMPORTANT NOTICE: SHTB LLP – Our COVID-19 Response (UPDATED: September 1, 2020)**  
*In keeping with provincial health guidelines we are limiting public access and in-person meetings at our office. However, we continue to accept mail and courier deliveries. We ask that anyone entering our office use the available hand sanitizer and wear a mask. Also, all visitors will be asked COVID-19 screening questions and to provide contact tracing information. Please see our website: [www.shtb-law.com](http://www.shtb-law.com) for further information.*



Tricia Guthrie, Real Estate Legal Assistant  
Stevenson Hood Thornton Beaubier LLP  
500, 123 - 2nd Avenue South  
Saskatoon SK S7K 7E6  
Telephone: (306) 244-0132/Facsimile: (306) 653-1118

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**From:** Stacey Dedelley <[sdedelley@graysonandcompany.com](mailto:sdedelley@graysonandcompany.com)>  
**Sent:** December 15, 2020 1:36 PM  
**To:** Tricia Guthrie <[tguthrie@shtb-law.com](mailto:tguthrie@shtb-law.com)>  
**Subject:** Smith to Four Jacks Cattle

Hey,

Bad news....I got a packet rejection because the Certificate of Lawyer for remote signing wasn't dated on the 1<sup>st</sup> page. Can I fill in the 10<sup>th</sup> and resubmit?

Regards

Stacey Dedelley

Legal Assistant, **GRAYSON & COMPANY**, Law Firm Established in 1883  
350 Langdon Cres., Moose Jaw, SK S6H 0X4  
T. 306 693 6176 | F. 306 693 1515  
E. [sdedelley@graysonandcompany.com](mailto:sdedelley@graysonandcompany.com)

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**SCHEDULE C**

**December Statement of Adjustments**

Estimated Vendors' Statement of Adjustments prepared by Stevenson Hood Thornton Beaubier LLP in respect of the December Sale.



**STEVENSON HOOD THORNTON BEAUBIER LLP**

**Barristers and Solicitors**

**500, 123 - 2nd Avenue South, Saskatoon, SK S7K 7E6**

**Ph: (306) 244-0132 Fax: (306) 653-1118**

File No. 23567/RFT/tg

Date: December 12, 2020

Invoice No. Preliminary

**Re: NW & SW 12-47-26 W3 and SE 14-47-26 W2  
Smith to Four Jacks Cattle Company  
December 15, 2020**

---

**ESTIMATED VENDORS' STATEMENT OF ADJUSTMENTS**

Sale Price 637,500.00

Interest accrued from Purchaser

Payout of Existing Mortgage as at December 15, 2020  
in favour of Farm Credit Canada

Paid Real Estate Commission	12,750.00	
- PST	765.00	
- GST	<u>637.50</u>	14,152.50

Legal Fees:	2,000.00	
- PST on Legal Fees	120.00	
- GST on Legal Fees	<u>100.00</u>	2,220.00

Taxes to be paid to the RM of Prince Albert 2,493.29

LAND System Fees and Other Disbursements:

- Land Registry Searches	36.00 *	
- Tax Search	60.00 *	
- Courier Charges	10.00 *	
- Fax, Photocopy & Postage Charges	10.00 *	
- GST on * Disbursements	<u>5.80</u>	121.80

Net Sale Proceeds 618,512.41

\$ 637,500.00

\$ 637,500.00

**Legal fees and disbursements payable by you have been charged in accordance with this Statement of Adjustments and paid from monies in trust**

**STEVENSON HOOD THORNTON BEAUBIER LLP**

**Per: \_\_\_\_\_**

**SCHEDULE D****Search Results**

1. Attachment to Interest Register #124109850
2. Title to Surface Parcel #133867165, SW Sec 12 Twp 47 Rge 26 W 2 Extension 0, as at December 1, 2020
3. Title to Surface Parcel #133867176, NW Sec 12 Twp 47 Rge 26 W 2 Extension 0, as at December 1, 2020
4. Title to Surface Parcel #133867233, SE Sec 14 Twp 47 Rge 26 W 2 Extension 0, as at December 1, 2020
5. Title to Surface Parcel #133728521, NW Sec 33 Twp 44 Rge 03 W 3 Extension 0, as at March 18, 2021
6. Title to Surface Parcel #133728497, NW Sec 32 Twp 44 Rge 03 W 3 Extension 0, as at March 18, 2021
7. Title to Mineral Parcel #149213842, NW Sec 32 Twp 44 Rge 03 W 3 Extension 0, as at March 18, 2021
8. Title to Surface Parcel #133728509, NE Sec 32 Twp 44 Rge 03 W 3 Extension 0, as at March 18, 2021
9. Title to Mineral Parcel #149213819, NE Sec 32 Twp 44 Rge 03 W 3 Extension 0, as at March 18, 2021
10. Title to Surface Parcel #133688188, SE Sec 32 Twp 44 Rge 03 W 3 Extension 0, as at March 18, 2021
11. Title to Mineral Parcel #149213820, SE Sec 32 Twp 44 Rge 03 W 3 Extension 0, as at March 18, 2021

Take Notice that **FARM CREDIT CANADA** (“**FCC**”), a corporation established under the *Farm Credit Act*, RSQ, c C-75, and continued pursuant to the *Farm Credit Canada Act*, SC 1993, c 14, with an office at:

1800 Hamilton Street

Regina, SK

S4P 4L3

claims an interest as Mortgagee under an equitable mortgage on the following land:

Surface Parcel #133688346

Reference Land Description: SE Sec 20 Twp 45 Rge 03 W 3 Extension 0

As described on Certificate of Title 73PA09968A

in the amount of \$400,000, bearing interest at the rate of 18% per annum, and payable ON DEMAND, granted on May 17, 2011 by **Pamela Ramono Claire Smith** and **Tyler John Smith**, of:

RR3 Site 2A Comp 14

Prince Albert, SK,

S6V 5R1.

# Province of Saskatchewan Land Titles Registry Title

**Title #:** 148466324      **As of:** 01 Dec 2020 00:00:00  
**Title Status:** Active      **Last Amendment Date:** 24 Sep 2019 08:02:10.017  
**Parcel Type:** Surface      **Issued:** 21 Jul 2016 11:21:03.093  
**Parcel Value:** \$133,334.00 CAD  
**Title Value:** \$133,334.00 CAD      **Municipality:** RM OF PRINCE ALBERT NO. 461  
**Converted Title:** 97PA02475A  
**Previous Title and/or Abstract #:** 116512950

Tyler John Smith and Pamela Ramona Claire Smith are the registered owners,  
as joint tenants, of Surface Parcel #133867165

Reference Land Description: SW Sec 12 Twp 47 Rge 26 W 2 Extension 0  
As described on Certificate of Title 97PA02475A.

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

## Registered Interests:

**Interest #:**  
**176068558**      Mortgage      **Value:** \$360,000.00 CAD  
**Reg'd:** 21 Jul 2016 11:21:04  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
Farm Credit Canada  
2nd Floor, 12040-149 Street NW  
Edmonton, AB, Canada T5V 1P2  
**Client #:** 131681055

**Int. Register #:** 121711755

**Interest #:**  
**181934501**      Mortgage      **Value:** \$350,000.00 CAD  
**Reg'd:** 01 May 2018 15:34:23  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
FARM CREDIT CANADA  
12040 - 149 Street NW  
Edmonton, AB, Canada T5V 1P2  
**Client #:** 101944201

**Int. Register #:** 122870718

**Interest #:**  
**186139974**      Power Corporation Act  
Easement (s.23)      **Value:** N/A

**Reg'd:** 24 Sep 2019 08:02:10  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

EASEMENT FOR AN ELECTRICAL TRANSMISSION LINE DATED SEPTEMBER 9, 2019 BETWEEN SASKATCHEWAN POWER CORPORATION AND TYLER JOHN SMITH AND PAMELA RAMONA CLAIRE SMITH.

**Holder:**  
 SASKATCHEWAN POWER CORPORATION  
 2025 VICTORIA AVE  
 REGINA, SK, Canada S4P 0S1  
**Client #:** 100307618

**Int. Register #:** 123656418

**Addresses for Service:**

<b>Name</b>	<b>Address</b>
<b>Owner:</b> Tyler John Smith Client #: 131681033	Box 983 Duck Lake, SK, Canada S0K 1J0
<b>Owner:</b> Pamela Ramona Claire Smith Client #: 131681044	Box 983 Duck Lake, SK, Canada S0K 1J0

**Notes:**

Parcel Class Code: Parcel (Generic)



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# Province of Saskatchewan Land Titles Registry Title

**Title #:** 148466313                      **As of:** 01 Dec 2020 00:00:00  
**Title Status:** Active                      **Last Amendment Date:** 01 May 2018 15:34:23.393  
**Parcel Type:** Surface                      **Issued:** 21 Jul 2016 11:21:01.947  
**Parcel Value:** \$133,333.00 CAD  
**Title Value:** \$133,333.00 CAD                      **Municipality:** RM OF PRINCE ALBERT NO. 461  
**Converted Title:** 97PA02475A  
**Previous Title and/or Abstract #:** 116512949

Tyler John Smith and Pamela Ramona Claire Smith are the registered owners, as joint tenants, of Surface Parcel #133867176

Reference Land Description: NW Sec 12 Twp 47 Rge 26 W 2 Extension 0  
As described on Certificate of Title 97PA02475A.

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

**Registered Interests:**

**Interest #:**  
**176068569**                      Mortgage                      **Value:** \$360,000.00 CAD  
**Reg'd:** 21 Jul 2016 11:21:04  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
Farm Credit Canada  
2nd Floor, 12040-149 Street NW  
Edmonton, AB, Canada T5V 1P2  
**Client #:** 131681055

**Int. Register #:** 121711755

**Interest #:**  
**181934488**                      Mortgage                      **Value:** \$350,000.00 CAD  
**Reg'd:** 01 May 2018 15:34:23  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
FARM CREDIT CANADA  
12040 - 149 Street NW  
Edmonton, AB, Canada T5V 1P2  
**Client #:** 101944201

**Int. Register #:** 122870718

**Addresses for Service:**

Name Owner:	Address
----------------	---------

[Tyler John Smith](#)

[Box 983 Duck Lake, SK, Canada S0K 1J0](#)

Client #: 131681033

**Owner:**

[Pamela Ramona Claire Smith](#)

[Box 983 Duck Lake, SK, Canada S0K 1J0](#)

Client #: 131681044

**Notes:**

Parcel Class Code: [Parcel \(Generic\)](#)



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# Province of Saskatchewan Land Titles Registry Title

**Title #:** 148466302      **As of:** 01 Dec 2020 00:00:00  
**Title Status:** Active      **Last Amendment Date:** 01 May 2018 15:34:23.380  
**Parcel Type:** Surface      **Issued:** 21 Jul 2016 11:21:00.377  
**Parcel Value:** \$133,333.00 CAD  
**Title Value:** \$133,333.00 CAD      **Municipality:** RM OF PRINCE ALBERT NO. 461  
**Converted Title:** 97PA02475  
**Previous Title and/or Abstract #:** 116513254

Tyler John Smith and Pamela Ramona Claire Smith are the registered owners, as joint tenants, of Surface Parcel #133867233

Reference Land Description: SE Sec 14 Twp 47 Rge 26 W 2 Extension 0  
As described on Certificate of Title 97PA02475.

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

## Registered Interests:

**Interest #:**  
**176068570**      Mortgage

**Value:** \$360,000.00 CAD  
**Reg'd:** 21 Jul 2016 11:21:04  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
 Farm Credit Canada  
 2nd Floor, 12040-149 Street NW  
 Edmonton, AB, Canada T5V 1P2  
**Client #:** 131681055

**Int. Register #:** 121711755

**Interest #:**  
**181934466**      Mortgage

**Value:** \$350,000.00 CAD  
**Reg'd:** 01 May 2018 15:34:23  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
 FARM CREDIT CANADA  
 12040 - 149 Street NW  
 Edmonton, AB, Canada T5V 1P2  
**Client #:** 101944201

**Int. Register #:** 122870718

## Addresses for Service:

Name Owner:	Address
----------------	---------



[Tyler John Smith](#)

[Box 983 Duck Lake, SK, Canada S0K 1J0](#)

Client #: 131681033

**Owner:**

[Pamela Ramona Claire Smith](#)

[Box 983 Duck Lake, SK, Canada S0K 1J0](#)

Client #: 131681044

**Notes:**

Parcel Class Code: [Parcel \(Generic\)](#)



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# Province of Saskatchewan Land Titles Registry Title

**Title #:** 134951339      **As of:** 18 Mar 2021 00:00:00  
**Title Status:** Active      **Last Amendment Date:** 01 May 2018 15:34:23.363  
**Parcel Type:** Surface      **Issued:** 20 Dec 2007 11:46:00.833  
**Parcel Value:** \$37,500.00 CAD  
**Title Value:** \$37,500.00 CAD      **Municipality:** RM OF DUCK LAKE NO. 463  
**Converted Title:** 73PA09969  
**Previous Title and/or Abstract #:** 118099682

Tyler John Smith and Pamela Ramona Claire SMITH are the registered owners, as joint tenants, of Surface Parcel #133728521

Reference Land Description: NW Sec 33 Twp 44 Rge 03 W 3 Extension 0  
As described on Certificate of Title 73PA09969.

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

## Registered Interests:

**Interest #:**  
**141136758**

Mortgage

**Value:** \$150,500.00 CAD  
**Reg'd:** 20 Dec 2007 11:46:05  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
 FARM CREDIT CANADA  
 12040 - 149 Street NW  
 Edmonton, AB, Canada T5V 1P2  
**Client #:** 101944201

**Int. Register #:** 113960033

**Interest #:**  
**181934455**

Mortgage

**Value:** \$350,000.00 CAD  
**Reg'd:** 01 May 2018 15:34:23  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
 FARM CREDIT CANADA  
 12040 - 149 Street NW  
 Edmonton, AB, Canada T5V 1P2  
**Client #:** 101944201

**Int. Register #:** 122870718

## Addresses for Service:

Name Owner:	Address
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[Tyler John Smith](#)

[Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0](#)

Client #: 122012389

**Owner:**

[Pamela Ramona Claire SMITH](#)

[Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0](#)

Client #: 122012435

**Notes:**

Parcel Class Code: [Parcel \(Generic\)](#)



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# Province of Saskatchewan Land Titles Registry Title

**Title #:** 134951306  
**Title Status:** Active  
**Parcel Type:** Surface  
**Parcel Value:** \$37,500.00 CAD  
**Title Value:** \$37,500.00 CAD  
**Converted Title:** 73PA09968  
**Previous Title and/or Abstract #:** 118099705

**As of:** 18 Mar 2021 00:00:00  
**Last Amendment Date:** 01 May 2018 15:34:23.347  
**Issued:** 20 Dec 2007 11:45:58.570  
**Municipality:** RM OF DUCK LAKE NO. 463

Tyler John Smith and Pamela Ramona Claire SMITH are the registered owners, as joint tenants, of Surface Parcel #133728497

Reference Land Description: NW Sec 32 Twp 44 Rge 03 W 3 Extension 0  
As described on Certificate of Title 73PA09968.

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

## Registered Interests:

**Interest #:**  
**141136736**                      Mortgage

**Value:** \$150,500.00 CAD  
**Reg'd:** 20 Dec 2007 11:46:05  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
 FARM CREDIT CANADA  
 12040 - 149 Street NW  
 Edmonton, AB, Canada T5V 1P2  
**Client #:** 101944201

**Int. Register #:** 113960033

**Interest #:**  
**181934477**                      Mortgage

**Value:** \$350,000.00 CAD  
**Reg'd:** 01 May 2018 15:34:23  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
 FARM CREDIT CANADA  
 12040 - 149 Street NW  
 Edmonton, AB, Canada T5V 1P2  
**Client #:** 101944201

**Int. Register #:** 122870718

## Addresses for Service:

Name Owner:	Address

[Tyler John Smith](#)  
Client #: 122012389

[Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0](#)

**Owner:**  
[Pamela Ramona Claire SMITH](#)  
Client #: 122012435

[Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0](#)

**Notes:**

Parcel Class Code: [Parcel \(Generic\)](#)



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Tyler John Smith  
Client #: 122012389

Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0

**Owner:**  
Pamela Ramona Claire SMITH  
Client #: 122012435

Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0

**Title Locks:**

<b>Date</b>	<b>Type</b>	<b>Description</b>
06 Dec 2002 01:24:29	Uncertified Mineral Title - Non-Producing Area (Transfer Permitted)	mineral title without a mineral certificate

**Notes:**

Parcel Class Code: Mineral



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# Province of Saskatchewan Land Titles Registry Title

**Title #:** 134951115 **As of:** 18 Mar 2021 00:00:00  
**Title Status:** Active **Last Amendment Date:** 01 May 2018 15:34:23.427  
**Parcel Type:** Surface **Issued:** 20 Dec 2007 11:45:53.897  
**Parcel Value:** \$37,500.00 CAD **Municipality:** RM OF DUCK LAKE NO. 463  
**Title Value:** \$37,500.00 CAD  
**Converted Title:** 73PA09969  
**Previous Title and/or Abstract #:** 118099648

Tyler John Smith and Pamela Ramona Claire SMITH are the registered owners, as joint tenants, of Surface Parcel #133728509

Reference Land Description: NE Sec 32 Twp 44 Rge 03 W 3 Extension 0  
As described on Certificate of Title 73PA09969.

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

### **Registered Interests:**

**Interest #:**  
**141136691** Mortgage **Value:** \$150,500.00 CAD  
**Reg'd:** 20 Dec 2007 11:46:05  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
FARM CREDIT CANADA  
12040 - 149 Street NW  
Edmonton, AB, Canada T5V 1P2  
**Client #:** 101944201

**Int. Register #:** 113960033

**Interest #:**  
**181934512** Mortgage **Value:** \$350,000.00 CAD  
**Reg'd:** 01 May 2018 15:34:23  
**Interest Register Amendment Date:** N/A  
**Interest Assignment Date:** N/A  
**Interest Scheduled Expiry Date:** N/A  
**Expiry Date:** N/A

**Holder:**  
FARM CREDIT CANADA  
12040 - 149 Street NW  
Edmonton, AB, Canada T5V 1P2  
**Client #:** 101944201

**Int. Register #:** 122870718

### **Addresses for Service:**

Name Owner:	Address
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[Tyler John Smith](#)

[Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0](#)

Client #: 122012389

**Owner:**

[Pamela Ramona Claire SMITH](#)

[Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0](#)

Client #: 122012435

**Notes:**

Parcel Class Code: [Parcel \(Generic\)](#)



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Tyler John Smith  
Client #: 122012389

Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0

**Owner:**  
Pamela Ramona Claire SMITH  
Client #: 122012435

Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0

**Title Locks:**

<b>Date</b>	<b>Type</b>	<b>Description</b>
06 Dec 2002 01:24:09	Uncertified Mineral Title - Non-Producing Area (Transfer Permitted)	mineral title without a mineral certificate

**Notes:**

Parcel Class Code: Mineral



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[Tyler John Smith](#)

[Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0](#)

Client #: 122012389

**Owner:**

[Pamela Ramona Claire SMITH](#)

[Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0](#)

Client #: 122012435

**Notes:**

Parcel Class Code: [Parcel \(Generic\)](#)



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Tyler John Smith  
Client #: 122012389

Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0

**Owner:**  
Pamela Ramona Claire SMITH  
Client #: 122012435

Box 983 Duck Lake, Saskatchewan, Canada S0K 1J0

**Title Locks:**

<b>Date</b>	<b>Type</b>	<b>Description</b>
06 Dec 2002 01:24:13	Uncertified Mineral Title - Non-Producing Area (Transfer Permitted)	mineral title without a mineral certificate

**Notes:**

Parcel Class Code: Mineral



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**Appendix N – Fees and Disbursements of the Receiver**



**TYLER SMITH, PAMELA SMITH, SMITH NORTHERN RANCHING, AND 101197829 SASKATCHEWAN LTD.**

**SUMMARY OF RECEIVER FEES AND DISBURSEMENTS**

<b>Date</b>	<b>Invoice #</b>	<b>Fees</b>	<b>Disbursements</b>	<b>GST</b>	<b>Total</b>	<b>Hours</b>
10-Feb-21	8001603185	\$ 39,011	\$ -	\$ 1,951	\$ 40,962	96.6
11-Mar-21	8001670038	28,376	-	1,419	29,794	71.6
7-Apr-21	8001727872	30,872	-	1,544	32,416	75.8
<b>Total</b>		<b>\$ 98,259</b>	<b>\$ -</b>	<b>\$ 4,913</b>	<b>\$ 103,171</b>	<b>244.0</b>



**Invoice 8001603185**

**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: February 10, 2021  
Client No.: 1140625  
WBS#: BAN02626  
Engagement Partner: Brent Warga  
GST Registration: 122893605RT0001

**For professional services rendered**

**Fees**

In accordance with the Court Appointed Receivership proceedings of Tyler Smith, Pamela Smith, Smith Northern Ranching, and 101197829 Saskatchewan Ltd. for the period January 1, 2021 to February 5, 2021:

B. Warga - Partner (33.7 hrs): 16,176.00  
R. Adlington - Partner (1.5 hrs): 720.00  
J. Fritz - Senior Manager (55.8 hrs): 20,925.00  
T. Dew - Senior Associate (4.2 hrs): 1,050.00  
A. Keene - Technician (1.4 hrs): 140.00  
Total (96.6 hrs): 39,011.00

GST applicable 39,011.00

**Sales Tax**

GST at 5.00 % 1,950.55

**Total Amount Due (CAD) 40,961.55**

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.

**TYLER SMITH, PAMELA SMITH, SMITH NOTHERN RANCHING, AND 101197829 SASKATCHEWAN LTD.  
RECEIVERSHIP TIME SUMMARY  
INVOICE NO: 8001603185**

Date	Name	Hours	Total	Description
1/4/2021	Keene, Ashley	0.4	40.00	Website updates.
1/5/2021	Dew, Todd	1.0	250.00	Processing of payables; e-mails and phone calls to SaskPower re: new accounts and closure of existing accounts.
1/5/2021	Fritz, John	4.6	1,725.00	Court Report documentation and edits; calls and correspondence with principal re: various operational requests, grain, and cattle sales.
1/5/2021	Warga, Brent	2.8	1,344.00	Updates to First Report; call with T. Smith; discussions with J. Fritz re: file matters.; e-mail correspondence with BMO.
1/6/2021	Fritz, John	4.8	1,800.00	Review of Court Reporting; calls and correspondence to grain purchasers and counsel; correspondence with principals re: operational matters, ongoing suppliers, custom cattle billings, and grain shipments.
1/6/2021	Warga, Brent	2.6	1,248.00	Updates to First Report; correspondence with MLT Aikins re: Report and file matters; e-mail correspondence with BMO; review of email correspondence re: grain sales to Richardson Pioneer.
1/7/2021	Keene, Ashley	0.2	20.00	Website updates.
1/7/2021	Fritz, John	3.7	1,387.50	Calls and correspondence with principals re: operational matters and asset realizations; correspondence with Receiver's Agent re: grain inventory; creditor correspondence; Court Reporting matters; call and correspondence with counsel re: grain sale process.
1/7/2021	Warga, Brent	1.7	816.00	Updates to First Report; e-mail correspondence with D. Gerecke and BMO; call with MLT Aikins re: Richardson Pioneer and possible grain sales.
1/7/2021	Adlington, Ryan	1.5	720.00	QAR Report; follow up discussions with J. Fritz.
1/8/2021	Keene, Ashley	0.3	30.00	Website updates.
1/8/2021	Fritz, John	1.7	637.50	Finalize Court Reporting; insurance matters; call with prospective grain purchaser.
1/8/2021	Warga, Brent	1.4	672.00	Finalization of First Report; e-mail correspondence with D. Gerecke; e-mail correspondence with MLT Aikins; website posting.
1/11/2021	Fritz, John	1.1	412.50	Correspondence with insurance broker; operational items and correspondence with principal.
1/12/2021	Dew, Todd	0.3	75.00	Trust accounting.
1/12/2021	Fritz, John	2.7	1,012.50	Review of equipment information from Receiver's Agent; compilation of supplier payments and status of CIBC funds; review, compilation, and reconciliation of grain deliveries and payments; correspondence with Receiver's Agent.
1/12/2021	Warga, Brent	0.6	288.00	E-mail correspondence to/from MLT Aikins re: file matters; review of e-mail correspondence re: Richardson Pioneer deposits; discussion of file matters with J. Fritz.
1/14/2021	Fritz, John	2.7	1,012.50	Correspondence with principals re: grain inventory, cattle auction, and Court proceeding outcome; call and correspondence with counsel to the Receiver re: grain marketing and sales; correspondence to potential grain purchasers.
1/14/2021	Warga, Brent	1.7	816.00	Attendance at Court hearing; follow up call with MLT Aikins re: canola contracts and canola sales; call with Cargill; call with J. Fritz; review of e-mail correspondence to MLT Aikins re: sales approach.
1/15/2021	Dew, Todd	1.4	350.00	Processing of payables; trust accounting.
1/15/2021	Fritz, John	0.9	337.50	Correspondence and call with principals re: operational and asset sale matters; creditor correspondence.
1/16/2021	Fritz, John	0.4	150.00	Correspondence with Receiver's Agent re: grain locations and equipment listing.
1/18/2021	Fritz, John	1.6	600.00	Grain sale matters; review and edits to proposed correspondence; calls with principals and counsel; call with stock yard re: cattle sale.
1/18/2021	Warga, Brent	1.2	576.00	Call with T. Smith re: canola; call with J. Lee re: correspondence with Richardson Pioneer; call with J. Fritz re: file matters; review of various e-mail correspondence; review of draft letter from MLT Aikins to Richardson Pioneer.
1/19/2021	Fritz, John	3.4	1,275.00	Correspondence with principals re: cattle sale; review of cattle sale accounting; correspondence with stock yard re: cattle sale costs; correspondence with prospective grain buyers; correspondence with counsel re: grain transaction; equipment matters.
1/19/2021	Warga, Brent	0.8	384.00	Call with J. Fritz re: file matters; review of e-mail correspondence to/from MLT Aikins re: canola; review of e-mail correspondence to Miller Thomson.
1/20/2021	Fritz, John	1.7	637.50	Review of land rental agreements; compilation of grain storage locations; correspondence with principals re: ongoing supply arrangements and lease arrangements; insurance correspondence.
1/20/2021	Warga, Brent	0.5	240.00	Review of various e-mail correspondence re: file matters; e-mail correspondence to/from MLT Aikins re: Order and Richardson Pioneer correspondence.
1/21/2021	Fritz, John	3.3	1,237.50	Compilation of equipment information; correspondence with counsel re: grain sale; correspondence with principals.
1/21/2021	Warga, Brent	1.2	576.00	Review of e-mail correspondence from MLT Aikins re: Richardson Pioneer; e-mail correspondence with M. Kumar re: repayment of Borrowing Certificate; updates to R&D.
1/22/2021	Keene, Ashley	0.2	20.00	Website updates.
1/22/2021	Fritz, John	2.4	900.00	Correspondence with suppliers and principals re: operational matters; grain sale correspondence with principals and counsel; review of landlord lease agreements; updates to R&D.
1/22/2021	Warga, Brent	0.4	192.00	Review and signing of cheques; e-mail correspondence with BMO; discussion of file matters with J. Fritz.
1/25/2021	Fritz, John	1.3	487.50	Call and correspondence with former landlord re: onsite canola; correspondence with principals re: operational matters, cattle sale, and grain storage matters.
1/25/2021	Warga, Brent	0.8	384.00	Review of various e-mail correspondence re: file matters; call with J. Fritz re: equipment list, lessors, and landlord lease matters.
1/26/2021	Fritz, John	5.8	2,175.00	Call with principal re: canola; landlord correspondence; correspondence with counsel to the Receiver re: Richardson Pioneer matters; review of secured creditors' supporting documents and compilation of equipment listing pursuant to same.
1/26/2021	Warga, Brent	2.6	1,248.00	Review of correspondence from MLT Aikins to Richardson Pioneer; drafting of Second Report re: Canola Contract disclaimer.
1/27/2021	Dew, Todd	0.2	50.00	Email to CWB Leasing re: PPSA and payout schedules.
1/27/2021	Fritz, John	1.1	412.50	Correspondence and discussions with counsel re: grain sale; call with principal re: grain sale and equipment matters; creditor enquiries.
1/27/2021	Warga, Brent	1.3	624.00	Call with T. Smith re: canola sales; review of letter correspondence to/from DBK Law; call with MLT Aikins re: same.
1/29/2021	Fritz, John	0.9	337.50	Correspondence with counsel re: grain sale agreement; equipment correspondence re: secured creditors' interest and PPSR registrations.
1/29/2021	Warga, Brent	2.1	1,008.00	Drafting of Second Report; calls with P. Olfert re: canola contracts and correspondence to/from Richardson Pioneer.
1/31/2021	Fritz, John	1.9	712.50	Correspondence with principals re: operational matters; review of Second Receiver's Report and grain sale/disclaimer matters; review of grain tickets and remittance details re: ongoing grain deliveries.
1/31/2021	Warga, Brent	1.9	912.00	Updates to Second Report; e-mail correspondence with R. Adlington re: QAR; review and responding to various e-mail correspondence from MLT Aikins.
2/1/2021	Keene, Ashley	0.3	30.00	Website updates.
2/1/2021	Fritz, John	1.9	712.50	Correspondence with counsel re: grain sale and disclaimer; finalization of Second Report for service.

TYLER SMITH, PAMELA SMITH, SMITH NOTHERN RANCHING, AND 101197829 SASKATCHEWAN LTD.  
 RECEIVERSHIP TIME SUMMARY  
 INVOICE NO: 8001603185

Date	Name	Hours	Total	Description
2/1/2021	Warga, Brent	2.6	1,248.00	Review and finalization of Second Report; call with R. Adlington (QAR); calls with P. Olfert re: Report and amendments to letter agreement; various e-mail correspondence with MLT Aikins.
2/2/2021	Fritz, John	3.6	1,350.00	Review and confirmation of cattle sale proceeds; correspondence with stock yard re: settlement; correspondence with principals re: asset sale and operational items; updates to R&D; equipment compilation and review of secured creditors' materials; requisition of appraisal.
2/2/2021	Warga, Brent	2.6	1,248.00	Review of equipment list; discussion of same with J. Fritz; e-mail correspondence and call with P. Olfert re: security review; review of brief of law.
2/3/2021	Fritz, John	2.9	1,087.50	Review of secured creditor correspondence re: equipment and security agreements; correspondence with counsel re: security; correspondence and call with principals re: operational and asset sale matters; auctioneer correspondence re: appraisal; equipment list review.
2/3/2021	Warga, Brent	2.4	1,152.00	Review of motions brief (Richardson Pioneer); e-mail correspondence with MLT Aikins re: same; preparation of asset schedule for MLT Aikins; discussion of asset schedule, residual grain, and equipment list with J. Fritz.
2/4/2021	Dew, Todd	1.0	250.00	Processing of payables.
2/4/2021	Fritz, John	1.2	450.00	Call with B. Warga re: disclaimer proceedings; correspondence with counsel re: disclaimer; correspondence with principal re: operational matters.
2/4/2021	Warga, Brent	2.1	1,008.00	Attendance on Court call re: contract disclaimer; e-mail correspondence with MLT Aikins re: same.
2/5/2021	Dew, Todd	0.3	75.00	Trust accounting.
2/5/2021	Fritz, John	0.2	75.00	Review of interim canola shipping agreement; correspondence with counsel and principals re: delivery schedule.
2/5/2021	Warga, Brent	0.4	192.00	E-mail correspondence to/from MLT Aikins re: canola sales; review of letter agreement to Richardson Pioneer.
<b>Total</b>		<b>96.6</b>	<b>\$ 39,011.00</b>	



**Invoice 8001670038**

**Deloitte Restructuring Inc.**

360 Main St  
Suite 2300  
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Canada

Tel: (204) 942-0051  
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Date: March 11, 2021  
Client No.: 1140625  
WBS#: BAN02626  
Engagement Partner: Brent Warga  
GST Registration: 122893605RT0001

**For professional services rendered**

**Fees**

In accordance with the Court Appointed Receivership proceedings of Tyler Smith, Pamela Smith, Smith Northern Ranching, and 101 197829 Saskatchewan Ltd. for the period February 8, 2021 to March 9, 2021:

B. Warga - Partner (20.6 hrs): 9,888.00  
J. Fritz - Senior Manager (45.9 hrs): 17,212.50  
T. Dew - Senior Associate (5.1 hrs): 1,275.00  
Total (71.6 hrs): 28,375.50

**Sales Tax**

GST applicable 28,375.50

GST at 5.00 % 1,418.78

**Total Amount Due (CAD) 29,794.28**

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.

**TYLER SMITH, PAMELA SMITH, SMITH NOTHERN RANCHING, AND 101197829 SASKATCHEWAN LTD.  
RECEIVERSHIP TIME SUMMARY  
INVOICE NO: 8001670038**

Date	Name	Hours	Total	Description
2/8/2021	Dew, Todd	0.5	125.00	Emails CWB Leasing re: secured claim.
2/8/2021	Fritz, John	0.2	75.00	Follow-up correspondence with Principals re: canola deliveries and equipment.
2/8/2021	Warga, Brent	1.0	480.00	Downloading of images from J. Gabrysh; review of McDougall asset appraisal.
2/9/2021	Dew, Todd	0.5	125.00	Trust accounting.
2/9/2021	Fritz, John	4.1	1,537.50	Compilation of equipment list; review of Debtors' equipment listing; correspondence with counsel re: SFSA, secured creditors, and grain sales; call and correspondence with Principals re: operational and grain matters.
2/9/2021	Warga, Brent	1.6	768.00	Call with MLT Aikins re: barley / canola deliveries to Richardson Pioneer; trust accounting; review of various e-mail correspondence; call with J. Fritz re: file matters.
2/10/2021	Fritz, John	4.9	1,837.50	Call and correspondence with Principal re: operational matters and elevator schedule; correspondence with counsel re: grain; compilation of equipment listing for Principals' review and input.
2/10/2021	Warga, Brent	0.8	384.00	Updates to R&D; call with T. Smith; review of various e-mail correspondence to/from MLT Aikins re: grain shipments to Richardson Pioneer.
2/11/2021	Dew, Todd	1.0	250.00	Trust accounting.
2/11/2021	Fritz, John	2.3	862.50	Correspondence with Principals re: equipment; call from former landlord re: canola storage; correspondence with insurer; review and request for supplier payments.
2/11/2021	Warga, Brent	0.7	336.00	Review of various e-mail correspondence re: barley contracts; call with J. Fritz re: file matters.
2/12/2021	Fritz, John	1.6	600.00	Correspondence and call with counsel re: Richardson Pioneer counsel's enquiries and secured creditor(s) correspondence; compilation of information to address Richardson Pioneer counsel's enquiries; call with Principal re: grain inventory; appraiser correspondence.
2/12/2021	Warga, Brent	1.0	480.00	Call with MLT Aikins re: grain; call with J. Fritz re: same; e-mail correspondence with BMO; review of various e-mail correspondence; review and signing of cheques.
2/16/2021	Warga, Brent	0.8	384.00	Review of equipment listing and security (equipment) review summary from MLT Aikins; call with BMO.
2/17/2021	Fritz, John	4.2	1,575.00	Correspondence with Principals re: equipment, custom cattle, and canola; compilation of R&D by asset category re: realizations to date; lessor equipment vetting and correspondence to Principals re: necessary equipment.
2/17/2021	Warga, Brent	1.8	864.00	Review of equipment listing and lessor claims; e-mail correspondence with BMO; call with J. Fritz re: file matters; review of R&D.
2/18/2021	Dew, Todd	0.5	125.00	Trust accounting; e-mail and phone call to CWB Leasing.
2/18/2021	Fritz, John	4.4	1,650.00	Call with Principal re: feed inventory and equipment matters; correspondence with Principal and counsel re: crop inventory and equipment security interests; compilation and review of secured interests in equipment; draft correspondence to secured creditor.
2/18/2021	Warga, Brent	0.4	192.00	Review of draft release letters.
2/19/2021	Fritz, John	1.7	637.50	Correspondence with Principals and supplier re: operational matters; draft correspondence to counsel re: equipment matters.
2/19/2021	Warga, Brent	0.5	240.00	Review of equipment list re: secured creditors; discussion with J. Fritz re: file matters.
2/22/2021	Dew, Todd	0.3	75.00	Processing of payables.
2/22/2021	Fritz, John	1.9	712.50	Correspondence with Principals re: operational matters; call with T. Smith; draft correspondence to counsel re: operational and equipment matters.
2/22/2021	Warga, Brent	1.2	576.00	Call with T. Smith; review of e-mail correspondence to/from MLT Aikins; call with J. Fritz re: file matters.
2/23/2021	Fritz, John	0.4	150.00	Correspondence with counsel; correspondence with Principals re: operational and realization matters.
2/23/2021	Warga, Brent	1.1	528.00	Review of various e-mail correspondence; review and updates to letter form MLT Aikins to Richardson Pioneer.
2/24/2021	Fritz, John	3.7	1,387.50	Calls and correspondence with Principals re: operational and asset realization matters; discussion of proposed call with legal counsel; review of correspondence from the Principals' counsel; counsel's response commentary; R&D update; feed review.
2/24/2021	Warga, Brent	1.0	480.00	Review of various e-mail correspondence re: file matters; review of letter correspondence from MLT Aikins.
2/25/2021	Dew, Todd	0.6	150.00	Trust accounting.
2/25/2021	Fritz, John	0.9	337.50	Correspondence to the Principals re: feed and inventory costs; review of bank statement detail and updated receipts and disbursements accordingly; review and request for payment of supplier accounts.
2/25/2021	Warga, Brent	0.5	240.00	Review of e-mail correspondence; discussions with J. Fritz re: file matters.
2/26/2021	Fritz, John	0.5	187.50	Review of correspondence from the Principals' counsel; draft points of response to the Receiver's counsel.
2/26/2021	Warga, Brent	0.4	192.00	Review of e-mail correspondence to/from MLT; review of letter correspondence from Smiths' counsel.
3/1/2021	Dew, Todd	0.2	50.00	Trust accounting.
3/1/2021	Fritz, John	2.1	787.50	Call and correspondence with counsel re: asset realization and creditor communication matters; correspondence with the Principals re: confirmation of canola quantities and operational items.
3/1/2021	Warga, Brent	0.8	384.00	Call with MLT Aikins re: canola/barley matters with Richardson Pioneer and correspondence from counsel representing the Smiths; review of various e-mail correspondence re: file matters; e-mail correspondence with BMO.
3/2/2021	Fritz, John	2.3	862.50	Correspondence with Principals re: canola deliveries and variances; correspondence with counsel re: equipment, canola status, and sales process matters.
3/2/2021	Warga, Brent	1.1	528.00	Review of various e-mail correspondence to/from MLT Aikins; review of e-mail correspondence to/from the Smiths; call with J. Fritz re: file matters.
3/3/2021	Fritz, John	1.7	637.50	Call with counsel and counsel to primary secured creditor re: general update and equipment realization matters; correspondence with counsel re: current and pending asset realizations; equipment realization process.
3/3/2021	Warga, Brent	1.8	864.00	Call with Miller Thomson, MLT Aikins, and BMO re: equipment, grain, and other file matters; call with MLT Aikins re: file matters; review of various e-mail correspondence.
3/4/2021	Dew, Todd	1.0	250.00	Trust accounting.
3/4/2021	Fritz, John	1.2	450.00	Correspondence with counsel re: presentation of Richardson Pioneer pre-filing delivery information; calls with J. Gabrysh and Principal re: site visit.
3/4/2021	Warga, Brent	1.2	576.00	Review of various e-mail correspondence re: file matters; call with J. Gabrysh re: site attendance.
3/5/2021	Dew, Todd	0.3	75.00	Trust accounting.
3/5/2021	Fritz, John	3.3	1,237.50	Preparation of canola ticket delivery summary; compilation and circulation of meeting agenda; preparation for and participation on teleconference with T. Smith, his counsel, and the Receiver's counsel.
3/5/2021	Warga, Brent	1.3	624.00	Call with MLT Aikins, T. Smith, and P. Abrametz re: file matters; review of agenda for same.
3/8/2021	Dew, Todd	0.2	50.00	Trust accounting.
3/8/2021	Fritz, John	0.9	337.50	Draft correspondence to the Principal and counsel re: undertakings pursuant to conference call; correspondence from counsel re: pre-receivership grain deliveries.
3/8/2021	Warga, Brent	0.8	384.00	Review of e-mail correspondence to/from BMO, Miller Thomson, and MLT Aikins; review of e-mail correspondence to/from the Smiths and their legal counsel re: outstanding matters.
3/9/2021	Fritz, John	3.6	1,350.00	Call with secured creditor re: equipment interest; review of documentation and compilation of correspondence and related material re: equipment; drafting creditor (CWB) correspondence re: same.
3/9/2021	Warga, Brent	0.8	384.00	Review of secured creditor correspondence re: release of equipment; discussions of same with J. Fritz.
<b>Total</b>		<b>71.6</b>	<b>\$ 28,375.50</b>	



**Invoice 8001727872**

**Deloitte Restructuring Inc.**

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Date: April 07, 2021  
Client No.: 1140625  
WBS#: BAN02626  
Engagement Partner: Brent Warga

GST Registration: 122893605RT0001

**For professional services rendered**

**Fees**

In accordance with the Court Appointed Receivership proceedings of Tyler Smith, Pamela Smith, Smith Northern Ranching, and 101197829 Saskatchewan Ltd. for the period March 10, 2021 to April 4, 2021:

B. Warga - Partner (29.1 hrs): 13,968.00  
B. Taylor - Partner (0.3 hrs): 144.00  
J. Fritz - Senior Manager (42.0 hrs): 15,750.00  
T. Dew - Senior Associate (3.8 hrs): 950.00  
A. Keene - Technician (0.6 hrs): 60.00  
Total (75.8 hrs): 30,872.00

GST applicable 30,872.00

**Sales Tax**

GST at 5.00 % 1,543.60

**Total Amount Due (CAD) 32,415.60**

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.

**TYLER SMITH, PAMELA SMITH, SMITH NOTHERN RANCHING, AND 101197829 SASKATCHEWAN LTD.  
RECEIVERSHIP TIME SUMMARY  
INVOICE NO: 8001727872**

Date	Name	Hours	Total	Description
3/10/2021	Fritz, John	1.4	525.00	Correspondence to principals re: information requests; direction to T. Dew re: priority creditor matters; finalize secured creditor correspondence with counsel.
3/10/2021	Warga, Brent	1.1	528.00	Trust accounting; review of various e-mail correspondence to/from MLT Aikins re: security review, Richardson Pioneer matters, and communications to secured creditors.
3/11/2021	Fritz, John	0.7	262.50	Review of PPSR registrations re: secured creditor's disputed position and correspondence with counsel; follow up with principals' re: information requests.
3/11/2021	Warga, Brent	0.5	240.00	Review of e-mail correspondence re: outstanding requests of the Smiths; review of e-mail correspondence from CWB re: leased equipment.
3/12/2021	Dew, Todd	1.2	300.00	Telephone call to CRA re: outstanding accounts; telephone call to SK PST re: outstanding accounts; trust accounting.
3/12/2021	Fritz, John	1.3	487.50	Review of correspondence from principal re: custom cattle operations; drafting and provision of response re: items of clarification; feed value enquiries.
3/12/2021	Warga, Brent	1.1	528.00	Review and signing of disbursements; review of letter correspondence to Richardson Pioneer from MLT Aikins; review of e-mail correspondence to/from the Smiths; e-mail correspondence to BMO.
3/15/2021	Keene, Ashley	0.1	10.00	Website update.
3/15/2021	Fritz, John	2.4	900.00	Correspondence with counsel re: application for land sale proceeds; canola proceeds matters; correspondence to principal re: follow-up information requests; call with auctioneer re: feed and desktop appraisal; compile listing for desktop appraisal.
3/15/2021	Warga, Brent	1.0	480.00	Review of notice of application for leave (et al) from Richardson Pioneer; various e-mail correspondence to/from MLT Aikins re: same.
3/16/2021	Keene, Ashley	0.2	20.00	Website updates.
3/16/2021	Dew, Todd	0.8	200.00	Emails and telephone calls to CRA re: existing BN numbers.
3/16/2021	Fritz, John	3.4	1,275.00	Call with counsel; review of correspondence from counsel, counsel to Richardson Pioneer, counsel to the principals, and counsel to the primary secured creditor; drafting correspondence to principal and counsel; review of Richardson Pioneer proposed payments.
3/16/2021	Warga, Brent	1.6	768.00	Call with MLT Aikins re: Richardson Pioneer (leave application/canola proceeds) and various file matters involving Smiths and their legal counsel.
3/17/2021	Fritz, John	3.1	1,162.50	Richardson Pioneer land motion matters; call and correspondence with counsel re: Richardson land and canola proceeds matters; correspondence to principal and counsel re: information requests; appraiser correspondence; insurance broker correspondence.
3/17/2021	Warga, Brent	1.7	816.00	Attendance on Court call re: Richardson Pioneer leave application; call with MLT Aikins re: same; discussions with J. Fritz re: file matters (secured creditor correspondence, McDougall Auctioneers feed appraisal, etc.)
3/18/2021	Dew, Todd	0.7	175.00	Review of various e-mail correspondence; CRA discussions.
3/18/2021	Fritz, John	1.7	637.50	Correspondence from principal's counsel; correspondence to principal and counsel; appraisal matters; correspondence with the Receiver's counsel re: various file matters.
3/18/2021	Warga, Brent	0.8	384.00	Review of T. Smith Affidavit re: appeal hearing; review of various e-mail/letter correspondence from Smiths' legal counsel; discussions with J. Fritz re: file matters and on-site attendance for feed appraisal.
3/19/2021	Dew, Todd	0.4	100.00	Trust accounting.
3/19/2021	Fritz, John	1.3	487.50	Correspondence with principal, appraiser, and Receiver's Agent re: site visit; call with counsel; review and input into correspondence re: canola proceeds.
3/19/2021	Warga, Brent	2.6	1,248.00	Call with MLT Aikins re: leave and land sale proceeds preservation application; drafting of Third Report; review of letter correspondence from MLT Aikins to counsel re: leave hearing on March 31, 2021.
3/22/2021	Fritz, John	0.7	262.50	Correspondence with principal re: pending appraisal and outstanding information requests.
3/22/2021	Warga, Brent	2.4	1,152.00	Drafting of Third Report; drafting of e-mail correspondence to T. Smith re: custom cattle operations; review of e-mail correspondence from MLT Aikins re: leave hearing and final agreement between the Receiver and Richardson Pioneer.
3/23/2021	Fritz, John	4.1	1,537.50	Correspondence to principal and counsel re: outstanding information and site visit issues; draft secured creditor correspondence and correspondence to counsel; review of Third Report of the Receiver; website matters.
3/23/2021	Warga, Brent	1.1	528.00	E-mail correspondence to/from MLT Aikins re: land sale proceeds correspondence and reporting; review of e-mail correspondence from Miller Thomson; review of e-mail correspondence from J. Gabrysh; discussion with J. Fritz re: file matters.
3/24/2021	Keene, Ashley	0.1	10.00	Website update.
3/24/2021	Fritz, John	3.7	1,387.50	Correspondence with principal and counsel re: outstanding information requests; drafting secured creditor correspondence and review of same with counsel; review of counsel's correspondence re: preservation Order application; review of Third Report; call with Agent.
3/24/2021	Warga, Brent	2.4	1,152.00	Updates to Third Report; review of draft letter correspondence from MLT Aikins re: land sale proceeds; review of secured creditor correspondence.
3/25/2021	Keene, Ashley	0.1	10.00	Website update.
3/25/2021	Fritz, John	4.7	1,762.50	Secured creditor matters re: correspondence and compilation of security status; call with McDougall Auctioneers re: feed; website update; primary secured creditor update; review of Receiver discharge application materials; Third Report revisions.
3/25/2021	Warga, Brent	3.4	1,632.00	Review of Notice of Application for Trustee Discharge; edits to Third Report; updates to R&D; e-mail correspondence with BMO.
3/26/2021	Fritz, John	4.4	1,650.00	Correspondence and call with counsel re: Receiver discharge application and secured creditor correspondence; review of correspondence re: land sales; correspondence with principal and counsel re: operational matters and outstanding data; Third Report updates.
3/26/2021	Warga, Brent	2.6	1,248.00	Review and updates to Third Report; call with MLT Aikins re: Notice of Application to Discharge the Receiver; review of court materials.
3/27/2021	Fritz, John	2.9	1,087.50	Receiver's Third Report revisions; canola payout analysis; correspondence with B. Warga and counsel re: Reporting and canola payout.
3/27/2021	Warga, Brent	1.2	576.00	Review and updates to Third Report.
3/28/2021	Taylor, Robert	0.3	144.00	QAR Third Report.
3/29/2021	Keene, Ashley	0.1	10.00	Website update.



**TYLER SMITH, PAMELA SMITH, SMITH NOTHERN RANCHING, AND 101197829 SASKATCHEWAN LTD.  
RECEIVERSHIP TIME SUMMARY  
INVOICE NO: 8001727872**

<b>Date</b>	<b>Name</b>	<b>Hours</b>	<b>Total</b>	<b>Description</b>
3/29/2021	Fritz, John	1.3	487.50	Finalize Third Report for service; review of materials from FCC and BMO re: March 31, 2021 hearing; follow-up correspondence to principal and counsel re: outstanding information.
3/29/2021	Warga, Brent	1.6	768.00	Review and finalization of Third Report; review of FCC and BMO materials re: March 31, 2021 hearing.
3/30/2021	Fritz, John	0.7	262.50	Receipt and review of principal's counsel's materials re: Richardson Pioneer; receipt and review appeal extension Fiat.
3/30/2021	Warga, Brent	0.8	384.00	Call with MLT Aikins re: possible settlement with Richardson Pioneer; review of Court materials filed by P. Abrametz.
3/31/2021	Fritz, John	3.7	1,387.50	Review of lease documentation; review of counsel security commentary; review of payout statements re: equipment creditors; draft correspondence to equipment creditors claiming a security interest; review of supplier invoices and payment requests.
3/31/2021	Warga, Brent	2.1	1,008.00	Attendance at Court hearing; discussions with J. Fritz re: same.
4/1/2021	Dew, Todd	0.7	175.00	Trust accounting; telephone calls to CRA re: BN numbers.
4/1/2021	Fritz, John	0.5	187.50	Correspondence with principal and counsel re: conference call and outstanding information; creditor correspondence.
4/1/2021	Warga, Brent	1.1	528.00	Review of secured creditor correspondence (DLL, CNH, John Deere); review of e-mail correspondence to/from creditors, MLT Aikins, and P. Abrametz.
<b>Total</b>		<b>75.8</b>	<b>\$ 30,872.00</b>	

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

**TYLER SMITH, PAMELA SMITH, SMITH NORTHERN RANCHING, AND 101197829 SASKATCHEWAN LTD.**

**SUMMARY OF LEGAL FEES AND DISBURSEMENTS  
MLT AIKINS LLP**

<b>Date</b>	<b>Invoice #</b>	<b>Fees</b>	<b>Disbursements</b>	<b>GST</b>	<b>PST</b>	<b>Total</b>	<b>Hours</b>
9-Feb-21	6185069	\$ 16,835	\$ 349	\$ 857	\$ 1,010	\$ 19,051	30.9
8-Mar-21	6191139	16,284	391	818	960	18,453	41.1
31-Mar-21	6196082	28,260	234	1,424	1,696	31,613	50.9
<b>Total</b>		<b>\$ 61,378</b>	<b>\$ 975</b>	<b>\$ 3,099</b>	<b>\$ 3,665</b>	<b>\$ 69,117</b>	<b>122.9</b>

February 9, 2021  
Invoice #6185069**INVOICE****Deloitte Restructuring Inc.**  
**2300, 360 Main Street**  
**Winnipeg, MB R3C 3Z3**  
**Brent Warga****TO PROFESSIONAL SERVICES RENDERED TO AND INCLUDING 01/31/21 AS FOLLOWS****RE: Tyler Smith & Pamela Smith**  
**FILE: 0056074-00016**

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
Jan 04/2021	PDO	0.20	Telephone attendance on and correspondence with Court of Queen's Bench Local Registrar's office; correspondence to J. Fritz
Jan 04/2021	JML	0.20	Reviewing correspondence from De Lage Landed Financial services regarding Demand For Notice and give instructions to update Service List
Jan 04/2021	JML	0.10	Reviewing scheduling of Receiver's motion for Sale Approval Order regarding grain sales
Jan 05/2021	PDO	0.10	Correspondence with B. Warga
Jan 05/2021	JML	0.10	Reviewing relief to be sought on January 15, 2021 application by Receiver
Jan 06/2021	PDO	1.40	Correspondence with B. Warga and J. Fritz; reviewing and revising draft First Report of the Receiver; drafting Notice of Application and Draft Order in support of sale approvals and other relief
Jan 07/2021	JML	0.20	Reviewing correspondence from J. Fritz regarding proposed correspondence to J. Kroczyński and prepare reply correspondence regarding same
Jan 07/2021	PDO	1.00	Telephone attendance on and correspondence with B. Warga and J. Fritz; drafting Notice of Application and Draft Order in support of sale approvals and other relief
Jan 07/2021	JML	0.20	Telephone attendance on B. Warga and J. Fritz regarding proposed communication with counsel to grain company

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
Jan 07/2021	JML	0.10	Attending to preparations for January 14 hearing of Receiver's application
Jan 08/2021	PDO	0.50	Revising Notice of Application; correspondence with B. Warga and J. Fritz; reviewing correspondence from counsel for Bank of Montreal; attending to service and filing matters
Jan 08/2021	JML	0.80	Revising court application materials for January 14 hearing
Jan 08/2021	JML	0.20	Reviewing correspondence from B. Warga regarding proposed edits to court application materials and prepare reply correspondence regarding same and give instructions to implement edits
Jan 08/2021	JML	0.10	Reviewing correspondence from B. Warga to D. Gerecke regarding First Report of the Receiver
Jan 08/2021	JML	0.10	Giving instructions to identify Service List Keeper in service correspondence
Jan 08/2021	RFC	0.20	Searching SK Corporate Registry (x1)
Jan 11/2021	PDO	0.30	Correspondence with borrowers' counsel; correspondence with B. Warga and J. Fritz; telephone attendance on counsel for CNH
Jan 11/2021	JML	0.10	Reviewing correspondence from R. Thornton withdrawing as counsel of record for T. Smith and P. Smith
Jan 11/2021	JML	0.20	Giving instructions to review Electronic Case Information and Service Protocol to verify correct method of service of materials on debtors subsequent to withdrawal of their counsel
Jan 11/2021	JML	0.10	Reviewing correspondence from D. Klassen regarding position of Government of Canada on January 14 court application and prepare reply correspondence regarding January 14 court application by Receiver
Jan 11/2021	JML	0.10	Giving instructions to contact T. Smith and P. Smith to update e-mail address on Service List
Jan 11/2021	JML	0.10	Reviewing correspondence from D. Klassen regarding position of Government of Canada and prepare reply correspondence
Jan 11/2021	JML	0.30	Reviewing correspondence from counsel to John Deere Financial Inc. requesting return of leased equipment and prepare detailed follow up correspondence to B. Warga
Jan 12/2021	JML	0.10	Reviewing correspondence B. Warga regarding potential response to counsel for John Deere Financial Inc. and prepare reply correspondence

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
Jan 12/2021	SMB	1.20	Reviewing service requirements under Schedule C of the Receivership Order; Reviewing service on party in service list whose counsel has served a Notice of Withdrawal
Jan 12/2021	JML	0.50	Telephone attendance on P. Abrametz regarding January 14 hearing of Receiver's application and prepare detailed follow up correspondence to B. Warga and J. Fritz
Jan 12/2021	PDO	0.10	Reviewing correspondence with B. Warga and J. Fritz; reviewing documentation from debtors' counsel
Jan 12/2021	JML	0.10	Reviewing correspondence from P. Abrametz regarding Notice of Change of Representation
Jan 12/2021	JML	0.10	Reviewing correspondence from B. Warga regarding status of discussions with Richardson Pioneer and prepare reply correspondence
Jan 13/2021	JML	0.10	Telephone attendance on P. Abrametz regarding January 14 court application
Jan 13/2021	PDO	0.10	Correspondence with B. Warga and J. Fritz
Jan 13/2021	JML	0.10	Reviewing correspondence from counsel for Farm Credit Canada and CNH Capital in regard to position to be taken at January 14 hearing of Receiver's application
Jan 13/2021	JML	0.10	Correspondence to P. Abrametz regarding dial-in particulars for January 14 court hearing
Jan 13/2021	JML	0.70	Preparing oral submissions for January 14 Receiver's application
Jan 14/2021	PDO	0.10	Reviewing correspondence with J. Fritz
Jan 14/2021	JML	0.50	Reviewing materials and prepare oral submissions for January 14 Receiver's court application
Jan 14/2021	JML	0.40	Court appearance before Mr. Justice Smith on Receiver's application for approval of sale of livestock and canola and ancillary relief
Jan 14/2021	JML	0.20	Telephone attendance on B. Warga and J. Fritz regarding potential negotiations with Richardson Pioneer regarding sale of canola
Jan 14/2021	JML	0.10	Giving instructions to issue and serve Court Order
Jan 15/2021	JML	0.20	Reviewing correspondence from insurance representative and prepare reply correspondence

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
Jan 15/2021	JML	0.10	Reviewing correspondence from J. Fritz regarding canola purchase issues
Jan 15/2021	JML	0.20	Reviewing correspondence from J. Kroczyński regarding status of land sale and Receiver's involvement in same and prepare reply correspondence regarding same
Jan 15/2021	JML	0.80	Preparing detailed correspondence to J. Kroczyński regarding proposed disclaimer of Richardson Pioneer contracts
Jan 18/2021	PDO	0.10	Reviewing and revising draft correspondence to counsel for Richardson Pioneer
Jan 18/2021	JML	0.30	Revising draft letter to J. Kroczyński regarding proposal to sell canola to Richardson Pioneer for discounted price
Jan 18/2021	JML	0.40	Telephone attendance on B. Warga and J. Fritz regarding proposed approach to negotiations with counsel for Richardson Pioneer
Jan 19/2021	JML	0.20	Reviewing correspondence from J. Kroczyński inquiring as to status of canola delivery and prepare follow up correspondence to B. Warga and J. Fritz
Jan 20/2021	JML	0.40	Reviewing correspondence from J. Fritz regarding revised letter to J. Kroczyński and revise same and prepare follow up correspondence to J. Fritz
Jan 20/2021	JML	0.10	Reviewing correspondence from Kubota Canada Ltd. regarding background lease documents
Jan 20/2021	JML	0.40	Attending to finalizing and signing letter to J. Kroczyński and give instructions to send same
Jan 20/2021	JML	0.10	Reviewing correspondence from B. Warga regarding status of January 14 Sale Approval Order and prepare reply correspondence and give instructions to follow up
Jan 20/2021	JML	0.10	Giving instructions to follow up at Courthouse to obtain issued Sale Approval Order
Jan 20/2021	JML	0.10	Correspondence to J. Kroczyński to confirm receipt of letter proposing sale of canola to Richardson Pioneer
Jan 20/2021	JML	0.10	Reviewing correspondence from J. Kroczyński and prepare reply correspondence
Jan 21/2021	JML	0.30	Reviewing correspondence from J. Kroczyński regarding response to proposal for sale of canola and prepare follow up correspondence to B.

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
			Warga and J. Fritz
Jan 21/2021	JML	0.10	Reviewing correspondence from B. Warga regarding Richardson Pioneer and prepare reply correspondence
Jan 21/2021	JML	0.10	Correspondence to J. Kroczyński regarding proposed conference call to discuss potential sale of canola
Jan 21/2021	JML	0.10	Correspondence to B. Warga and J. Fritz regarding status of communications with counsel to Richardson Pioneer
Jan 21/2021	JML	0.20	Correspondence to Registrar G. Metivier regarding proposed dates for hearing of Receiver's court application for Order authorizing disclaimer of contracts
Jan 21/2021	JML	0.10	Giving instructions to effect service of Sale Approval Order
Jan 22/2021	JML	0.10	Reviewing correspondence from J. Kroczyński regarding proposed conference call and prepare reply correspondence regarding same
Jan 22/2021	JML	0.30	Telephone attendance on J. Kroczyński regarding without prejudice proposal and prepare follow up correspondence to B. Warga and J. Fritz
Jan 22/2021	JML	0.10	Reviewing correspondence from Court Registrar regarding availability of Insolvency Justice to hear proposed application by Receiver
Jan 25/2021	JML	0.10	Reviewing correspondence from G. Metivier regarding potential hearing date
Jan 25/2021	JML	0.10	Reviewing correspondence from G. Metivier regarding proposed hearing date and prepare reply correspondence
Jan 26/2021	PDO	1.90	Preparing for drafting of Brief of Law in support of application to disclaim Richardson Pioneer contract; drafting correspondence to counsel for Richardson Pioneer
Jan 26/2021	JML	0.10	Correspondence to J. Kroczyński regarding request for response to January 22, 2021 proposal from Receiver
Jan 26/2021	JML	0.20	Reviewing correspondence from J. Kroczyński and prepare reply correspondence
Jan 26/2021	JML	0.10	Correspondence to B. Warga regarding instructions to send out letter to counsel for Richardson Pioneer
Jan 26/2021	JML	0.10	Revising draft letter to J. Kroczyński
Jan 26/2021	MC	0.20	Reviewing issues for preparation of brief of law on Receiver's



<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
			entitlement to disclaim contracts
Jan 27/2021	JML	0.10	Reviewing correspondence from J. Kroczyński regarding grain purchase ticket option and prepare follow up correspondence to B. Warga and J. Fritz
Jan 27/2021	JML	0.20	Telephone attendance on B. Warga and J. Fritz regarding interim arrangement for grain sale
Jan 27/2021	PDO	0.50	Reviewing correspondence from counsel for Richardson Pioneer; drafting letter agreement with Richardson Pioneer
Jan 27/2021	JML	0.10	Giving instructions to prepare letter agreement between Receiver and Richardson Pioneer
Jan 27/2021	JML	0.20	Reviewing correspondence from J. Fritz regarding proposed agreement between Receiver and Richardson Pioneer and revise and circulate draft letter agreement for comment
Jan 27/2021	JML	0.20	Reviewing correspondence from debtors' counsel regarding potential filing of Statement of Defence and give instructions regarding next steps
Jan 28/2021	PDO	0.20	Correspondence with J. Fritz; revising and executing correspondence to Richardson Pioneer
Jan 28/2021	JML	0.10	Reviewing and finalizing draft reply letter to J. Kroczyński
Jan 29/2021	PDO	1.20	Correspondence with counsel for Richardson Pioneer; correspondence with B. Warga and J. Fritz
Jan 29/2021	JML	0.10	Reviewing correspondence from G. Metivier regarding proposed hearing date and prepare reply correspondence
Jan 30/2021	PDO	0.80	Preparing Notice of Application and Draft Order in support of application to disclaim Richardson Pioneer contracts
Jan 30/2021	MC	1.30	Reviewing correspondence between counsel regarding disclaimer of Richardson Pioneer contract; drafting brief of law in support of disclaimer of Richardson Pioneer contract
Jan 31/2021	JML	0.20	Reviewing draft court application materials and provide comments on same
Jan 31/2021	PDO	1.90	Correspondence with counsel for BMO; correspondence with B. Warga and J. Fritz; correspondence to Court of Queen's Bench Local Registrar; reviewing and revising draft Receiver's Report; revising Notice of Application

Date	Initials	Hours	Narrative
Jan 31/2021	MC	4.80	Reviewing correspondence from B. Warga and from counsel regarding disclaimer of Richardson Pioneer contract; reviewing contract disclaimer authorities; drafting brief of law in support of disclaimer of Richardson Pioneer contract

**Total Fees: 16,834.50**

**SUMMARY OF PROFESSIONAL SERVICES**

	HOURS	HOURLY RATE	AMOUNT
Rebecca Cobbe	0.20	205.00	41.00
Shay Brehm	1.20	225.00	270.00
Marek Coutu	6.30	285.00	1,795.50
Paul D. Olfert	10.40	450.00	4,680.00
Jeffrey M. Lee	12.80	785.00	10,048.00
	<u>30.90</u>		<u>16,834.50</u>

**DISBURSEMENTS AND OTHER CHARGES**

Imaging Services	146.00
Corporate Registry - Saskatoon	6.00
Computerized Legal Research - WestlaweCarswell	80.00
Postage Meter	77.16
	<b>Total Taxable 309.16</b>
SK Provincial-Court of Queen's Bench	40.00
	<b>Total Non-Taxable 40.00</b>
	<b>Sub-Total Disbursements: 349.16</b>

**BILL SUMMARY**

Total Fees	16,834.50
GST	841.73
SK PST	1,010.07
Total Disbursements	349.16
GST	15.46
Subtotal	<u>19,050.91</u>

**TOTAL AMOUNT DUE CDN DOLLARS: \$ 19,050.91**

JML/ CRB

**MLT Aikins LLP**

To the extent possible, we have made every effort to include fees and disbursements for the current billing period. In the event further fees or disbursements are incurred on your behalf, a subsequent account will be forwarded.

"Other Charges" are based on rates established by MLT AIKINS LLP and may change from time to time. A schedule of those rates is available on request.

**TERMS: DUE UPON RECEIPT**

Interest at the rate of 14% per annum is added to all amounts overdue by 30 days or more.

March 8, 2021  
Invoice #6191139**INVOICE****Deloitte Restructuring Inc.**  
**2300, 360 Main Street**  
**Winnipeg, MB R3C 3Z3**  
**Brent Warga****TO PROFESSIONAL SERVICES RENDERED TO AND INCLUDING 02/28/21 AS FOLLOWS****RE: Tyler Smith & Pamela Smith**  
**FILE: 0056074-00016**

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
Feb 01/2021	PDO	3.40	Revising Notice of Application and Draft Order in respect of application to disclaim canola contracts; attending to service matters in respect of same; revising Brief of Law in respect of same; telephone attendance on and correspondence with counsel for Richardson Pioneer; telephone attendance on and correspondence with B. Warga and J. Fritz; telephone attendance on and correspondence with counsel for BMO; reviewing Personal Property Registry search results; reviewing affidavit material served on behalf of Richardson Pioneer; preparing for hearing of application to disclaim canola contracts
Feb 01/2021	MC	1.40	Reviewing and revising brief of law; reviewing correspondence from B. Warga and counsel regarding disclaimer of Richardson Pioneer contracts; reviewing affidavits of A. Blechinger and A. Anderson
Feb 01/2021	CSS	0.40	Searching Person Property Registry and forward search results
Feb 01/2021	JML	0.10	Reviewing correspondence from J. Kroczyński regarding canola sale arrangement
Feb 02/2021	MC	1.80	Reviewing and revising brief of law; reviewing and summarizing contract disclaimer precedents
Feb 02/2021	PDO	0.60	Attending to service and filing matters; telephone attendance on B. Warga
Feb 02/2021	PDO	0.70	Correspondence with B. Warga; reviewing equipment lessor security documentation and preparing to report regarding same
Feb 03/2021	MC	1.60	Reviewing issues for preparation of security review on personal property security priorities; attending to due diligence searches on same;

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
			reviewing brief of law of Richardson Pioneer; researching creditor classification issue for application; preparing summary on same
Feb 03/2021	PDO	6.70	Preparing for hearing of application to disclaim canola sale contracts; correspondence with B. Warga; reviewing Brief of Law on behalf of Richardson Pioneer
Feb 03/2021	RFC	1.00	Searching Personal Property Registry (x3) and Bank Act (x4)
Feb 04/2021	PDO	4.00	Preparing for and attending Court on application to disclaim canola contracts; correspondence with B. Warga; telephone attendance on borrowers' counsel; telephone attendance on Local Registrar; participating in reconvened Court hearing
Feb 05/2021	PDO	0.20	Correspondence with counsel for Richardson Pioneer; correspondence with B. Warga
Feb 07/2021	MC	3.70	Reviewing Personal Property Security Registry results for T. Smith; drafting security review
Feb 08/2021	PDO	0.10	Correspondence with counsel for BMO; correspondence with B. Warga and J. Fritz
Feb 08/2021	MC	2.50	Reviewing Personal Property Registry search results; reviewing equipment leases; drafting security review on personal property security priority issues
Feb 09/2021	PDO	0.40	Correspondence with counsel for Richardson Pioneer; correspondence with B. Warga and J. Fritz; telephone attendance on B. Warga
Feb 09/2021	JML	0.10	Reviewing correspondence from D. Wilson regarding Demand For Notice and giving instructions to modify Service List accordingly
Feb 10/2021	PDO	0.50	Correspondence with J. Fritz
Feb 10/2021	MC	2.90	Reviewing equipment leases; drafting security review
Feb 10/2021	JML	0.10	Reviewing correspondence from J. Fritz regarding barley issues
Feb 10/2021	JML	0.20	Reviewing issue regarding potential disclaimer of barley contract
Feb 10/2021	PDO	0.10	Reviewing barley contract issue; correspondence to B. Warga and J. Fritz
Feb 11/2021	PDO	0.30	Correspondence with counsel for Richardson Pioneer; correspondence with B. Warga and J. Fritz
Feb 11/2021	MC	2.30	Reviewing equipment leases and Personal Property Registry results;

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
			drafting security review regarding priority to personal property
Feb 11/2021	JML	0.10	Reviewing correspondence J. Fritz regarding barley delivery issues
Feb 11/2021	JML	0.20	Reviewing issues regarding feed barley
Feb 12/2021	PDO	0.20	Correspondence with counsel for Richardson Pioneer; correspondence with B. Warga and J. Fritz
Feb 12/2021	PDO	0.40	Telephone attendance on B. Warga and J. Fritz; correspondence to counsel for Richardson Pioneer
Feb 13/2021	PDO	0.50	Correspondence with J. Fritz; correspondence with counsel for BMO and BMO Transportation Finance
Feb 18/2021	PDO	1.00	Reviewing judicial Fiat in relation to disclaimer issue; correspondence with B. Warga and J. Fritz; revising and attending to service of form of Order; correspondence to counsel for Richardson Pioneer
Feb 18/2021	MC	0.20	Reviewing decision of Scherman J. on the disclaimer of the Richardson Pioneer contracts, and correspondence on same
Feb 18/2021	JML	0.30	Reviewing Decision of Mr. Justice Scherman regarding disclaimer of contracts by Receiver
Feb 18/2021	JML	0.10	Reviewing correspondence from J. Fritz regarding status of receivership and next steps regarding canola sales and deliveries
Feb 22/2021	PDO	0.60	Correspondence with counsel for Richardson Pioneer Limited; correspondence with B. Warga and J. Fritz
Feb 22/2021	JML	0.10	Reviewing correspondence from J. Kroczyński regarding proposed appeal of Order of Justice Scherman
Feb 23/2021	PDO	0.20	Correspondence with J. Fritz; correspondence to counsel for Richardson Pioneer
Feb 23/2021	JML	0.20	Revising draft letter to J. Kroczyński regarding barley contracts
Feb 23/2021	JML	0.30	Preparing correspondence to P. Abrametz regarding request for conference call to discuss various outstanding matters pertaining to receivership estate
Feb 24/2021	JML	0.10	Reviewing correspondence from P. Abrametz and prepare follow up correspondence to B. Warga and J. Fritz
Feb 24/2021	PDO	0.80	Reviewing correspondence from Debtors' counsel; drafting correspondence to Debtors' counsel; correspondence with B. Warga and

Date	Initials	Hours	Narrative
			J. Fritz
Feb 25/2021	JML	0.10	Reviewing and approving draft letter to P. Abrametz
Feb 25/2021	JML	0.10	Telephone attendance on P. Abrametz regarding outstanding issues and proposed conference call to discuss same
Feb 26/2021	JML	0.20	Reviewing correspondence from P. Abrametz regarding proposed conference call and prepare follow up correspondence to B. Warga and J. Fritz
Feb 28/2021	JML	0.10	Reviewing proposed time for conference call and prepare reply correspondence regarding same
Feb 28/2021	JML	0.10	Reviewing correspondence from J. Kroczyński regarding barley delivery request
Feb 28/2021	PDO	0.10	Reviewing correspondence from counsel for Richardson Pioneer; correspondence with B. Warga and J. Fritz

**Total Fees: 16,283.50**

**SUMMARY OF PROFESSIONAL SERVICES**

	HOURS	HOURLY RATE	AMOUNT
Carmen S. Sokochoff	0.40	205.00	82.00
Rebecca Cobbe	1.00	205.00	205.00
Marek Coutu	16.40	285.00	4,674.00
Paul D. Olfert	20.80	450.00	9,360.00
Jeffrey M. Lee	2.50	785.00	1,962.50
	<u>41.10</u>		<u>16,283.50</u>

**DISBURSEMENTS AND OTHER CHARGES**

Imaging Services	190.00
Computerized Legal Research - WestlaweCarswell	60.00
Postage Meter	80.91
PPR Online - Regina	10.00
PPR Online - Saskatoon	30.00
	<b>Total Taxable 370.91</b>
SK Provincial-Court of Queen's Bench	20.00

## DISBURSEMENTS AND OTHER CHARGES

Total Non-Taxable	20.00
<b>Sub-Total Disbursements:</b>	<b>390.91</b>

## BILL SUMMARY

Total Fees	16,283.50
GST	799.83
SK PST	959.79
Total Disbursements	390.91
GST	18.55
Subtotal	<u>18,452.57</u>

**TOTAL AMOUNT DUE CDN DOLLARS: \$ 18,452.57**

JML/ CRB

### **MLT Aikins LLP**

To the extent possible, we have made every effort to include fees and disbursements for the current billing period. In the event further fees or disbursements are incurred on your behalf, a subsequent account will be forwarded.

"Other Charges" are based on rates established by MLT AIKINS LLP and may change from time to time. A schedule of those rates is available on request.

### **TERMS: DUE UPON RECEIPT**

Interest at the rate of 14% per annum is added to all amounts overdue by 30 days or more.



March 31, 2021  
Invoice #6196082**INVOICE****Deloitte Restructuring Inc.**  
**2300, 360 Main Street**  
**Winnipeg, MB R3C 3Z3**  
**Brent Warga****TO PROFESSIONAL SERVICES RENDERED TO AND INCLUDING 03/31/21 AS FOLLOWS****RE: Tyler Smith & Pamela Smith**  
**FILE: 0056074-00016**

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
Dec 16/2020	JML	0.10	Reviewing correspondence from D. Smith regarding acknowledgement of information regarding bankruptcy and prepare reply correspondence and follow up correspondence to B. Warga and J. Fritz
Mar 01/2021	PDO	1.90	Telephone attendance on and correspondence with B. Warga and J. Fritz; correspondence with counsel for Richardson Pioneer; reviewing correspondence from Kubota Canada; correspondence to Court of Queen's Bench Local Registrar; attending to issuance of Order in relation to disclaimer of canola contracts; drafting correspondence to Kubota Canada
Mar 01/2021	JML	0.10	Reviewing correspondence from J. Kroczyński regarding application to extend time for filing Notice of Appeal
Mar 01/2021	JML	0.30	Telephone attendance on B. Warga and J. Fritz regarding request from J. Kroczyński for court application regarding disclaimer of barley contract
Mar 01/2021	JML	0.10	Reviewing and provide comments on draft letter to J. Kroczyński
Mar 01/2021	JML	0.10	Reviewing Draft Letter to Kubota regarding request for release of equipment
Mar 02/2021	PDO	0.80	Correspondence with J. Fritz; correspondence with counsel for BMO; reviewing materials in support of application to extend time to appeal from Richardson Pioneer Limited; correspondence with counsel for Richardson Pioneer Limited; correspondence with Court of Queen's Bench Local Registrar
Mar 02/2021	JML	0.10	Telephone attendance on P. Abrametz regarding request for conference call

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
Mar 02/2021	PDO	0.30	Telephone attendance on J. Fritz
Mar 03/2021	PDO	2.40	Telephone attendance on and correspondence with counsel for BMO; telephone attendance on and correspondence with B. Warga and J. Fritz; telephone attendance on BMO and counsel for BMO
Mar 03/2021	JML	0.10	Reviewing correspondence from D. Gerecke regarding request for conference call
Mar 03/2021	JML	0.10	Reviewing correspondence from J. Fritz regarding potential service of SFSA seizure of implement notice
Mar 03/2021	JML	0.10	Reviewing correspondence from J. Fritz regarding proposed dates for equipment sale by auction
Mar 03/2021	JML	0.10	Reviewing correspondence from J. Fritz regarding delivery of canola to Richardson Pioneer
Mar 03/2021	JML	0.20	Telephone attendance on P. Abrametz regarding proposed conference call and give instructions to schedule same
Mar 03/2021	JML	0.50	Telephone attendance on Bank of Montreal, Receiver and counsel regarding status update
Mar 04/2021	PDO	0.50	Correspondence with J. Fritz; preparing to respond to Richardson Pioneer appeal
Mar 04/2021	JML	0.20	Reviewing proposed appeal of Order regarding disclaimer of canola purchase contract
Mar 04/2021	JML	0.10	Correspondence to B. Warga and J. Fritz regarding proposed conference call with P. Abrametz and T. Smith
Mar 04/2021	JML	0.10	Correspondence to P Abrametz regarding proposed time for a call
Mar 04/2021	JML	0.20	Telephone attendance on B. Warga and prepare correspondence to P. Abrametz regarding scheduling new time for March 5 conference call
Mar 04/2021	PDO	0.10	Correspondence with J. Fritz; correspondence to counsel for BMO
Mar 05/2021	JML	0.10	Reviewing correspondence from P. Abrametz regarding scheduling proposed conference call and prepare reply correspondence
Mar 05/2021	JML	0.10	Reviewing correspondence from P. Abrametz requesting financial information and prepare reply correspondence and follow up correspondence to J. Fritz and B. Warga

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
Mar 05/2021	JML	0.80	Attending telephone conference call among P. Abrametz, T. Smith, B. Warga and J. Fritz
Mar 08/2021	PDO	0.30	Reviewing correspondence from counsel to BMO; correspondence with B. Warga and J. Fritz
Mar 08/2021	JML	0.10	Reviewing correspondence from D. Gerecke regarding concerns of Bank of Montreal on payments to Rabobank
Mar 08/2021	JML	0.10	Reviewing correspondence from M. Kumar regarding Bank of Montreal concerns on pre-receivership deliveries
Mar 09/2021	JML	0.30	Revising draft e-mail correspondence from J. Fritz to T. Smith regarding follow up items arising from March 5 conference call
Mar 10/2021	PDO	0.60	Correspondence with J. Fritz; revising correspondence to CWB National Leasing; reviewing Personal Property Registry search results
Mar 10/2021	MC	0.70	Reviewing documents and correspondence on proposed response to CWB National Leasing equipment claims; reviewing lease terms, Personal Property Registry registrations and security review on same; reviewing registration perfection issue and correspondence on same; reviewing correspondence from J. Fritz and Affidavit of M. Kumar regarding BMO security documents for security review
Mar 11/2021	PDO	0.20	Correspondence with CWB National Leasing; correspondence with J. Fritz
Mar 11/2021	MC	0.90	Reviewing documents and correspondence from CWB National Leasing regarding perfection of security interest; reviewing Personal Property Registry Results on same; reviewing registration issue; drafting response to CWB National Leasing on same; reviewing correspondence from J. Fritz on same; reviewing invoice provided by CWB National Leasing; revising proposed response
Mar 12/2021	PDO	0.10	Correspondence with J. Fritz; correspondence with CWB National Leasing
Mar 12/2021	JML	0.40	Reviewing status of application for leave to appeal and correspondence from J. Fritz regarding instructions to prepare demand letter to J. Kroczyński
Mar 12/2021	JML	0.20	Correspondence to J. Kroczyński requesting payment for canola delivered to Richardson Pioneer pursuant to February 5, 2021 letter agreement
Mar 12/2021	JML	0.40	Reviewing correspondence from J. Fritz regarding instructions to send letter to J. Kroczyński and attend to finalize, sign and send letter to J.

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
			Kroczyński and attend to schedule video conference meeting to discuss March 24 Richardson Pioneer application to Court of Appeal
Mar 14/2021	JML	0.10	Reviewing correspondence from J. Fritz to T. Smith regarding proposed takeover of custom cattle operation by the Smiths
Mar 15/2021	PDO	0.40	Reviewing correspondence from and application materials served by counsel for Richardson Pioneer; correspondence with B. Warga
Mar 15/2021	JML	0.10	Reviewing correspondence from J. Kroczyński regarding letter from MLT Aikins dated March 12, 2021 requesting payment of canola sale proceeds and forwarding same to B. Warga and J. Fritz
Mar 15/2021	JML	0.20	Reviewing March 17 court application materials served by counsel for Richardson Pioneer
Mar 16/2021	PDO	1.40	Correspondence with counsel for BMO; correspondence with B. Warga and J. Fritz; reviewing correspondence from counsel for Richardson Pioneer
Mar 16/2021	JML	0.10	Reviewing correspondence from J. Kroczyński and D. Gerecke regarding March 17 court application by Richardson Pioneer
Mar 16/2021	JML	0.10	Attending to respond to inquiry from Court of Queen's Bench
Mar 16/2021	JML	0.50	Attending conference call with B. Warga and J. Fritz regarding status of receivership
Mar 16/2021	JML	0.10	Reviewing correspondence from P. Abrametz and J. Fritz regarding proposed takeover of custom cattle operations and outstanding information items
Mar 16/2021	JML	0.30	Reviewing correspondence from J. Kroczyński regarding proposal by Richardson Pioneer to pay contract price for canola on interim basis and prepare reply correspondence and detailed follow up correspondence to B. Warga and J. Fritz
Mar 16/2021	JML	0.10	Correspondence to P. Abrametz requesting follow up conference call with Receiver and T. Smith
Mar 17/2021	PDO	3.10	Preparing for and attending hearing of application by Richardson Pioneer Limited for partial lifting of stay of proceedings; preparing of hearing for application to extend time within which to file Notice of Appeal
Mar 17/2021	JML	0.40	Correspondence to J. Kroczyński regarding proposal by Richardson Pioneer to make payment to Receiver of canola sale proceeds calculated at contract price

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
Mar 17/2021	JML	0.90	Preparing draft letter agreement between the Receiver and Richardson Pioneer regarding payment of canola sale proceeds
Mar 17/2021	JML	0.10	Reviewing outcome of March 17 application by Richardson Pioneer
Mar 17/2021	MC	0.10	Reviewing correspondence regarding issues for asset preservation application
Mar 17/2021	JML	0.30	Revising and finalizing draft letter to J. Kroczyński regarding payment of contract price for Subject Canola
Mar 18/2021	PDO	1.40	Telephone attendance on counsel for FCC
Mar 18/2021	JML	0.10	Reviewing correspondence from P. Abrametz regarding status of Richardson Pioneer account receivable and prepare follow up correspondence to B. Warga and J. Fritz
Mar 18/2021	JML	0.10	Reviewing correspondence from P. Abrametz regarding outstanding court applications
Mar 18/2021	JML	0.10	Reviewing correspondence from D. Gerecke regarding status of receivership order and effect on land sale proceeds
Mar 19/2021	PDO	1.50	Telephone attendance on B. Warga and J. Fritz; drafting correspondence to counsel; correspondence with counsel for BMO
Mar 19/2021	JML	0.10	Correspondence to J. Kroczyński regarding canola sale proceeds and prepare follow up correspondence to B. Warga and J. Fritz
Mar 19/2021	MC	0.70	Telephone attendance with B. Warga and J. Fritz regarding issues for proceeds from the sale of land and impact on the receivership; reviewing correspondence from counsel for BMO on same; reviewing issues for scope of receivership order
Mar 19/2021	JML	0.50	Telephone attendance on B. Warga and J. Fritz regarding March 24 Court of Appeal application and March 31 Queen's Bench application and next steps in regard to both
Mar 19/2021	JML	0.10	Reviewing draft letter to opposing counsel regarding Receiver's position on scope of receivership order
Mar 20/2021	PDO	1.40	Drafting Memorandum to be filed in relation to application by Richardson Pioneer Limited for an extension of time within which to appeal
Mar 21/2021	PDO	0.20	Correspondence with counsel for BMO' reviewing potential to have proceeds from sale of real property included in receivership

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
Mar 22/2021	JML	0.10	Reviewing correspondence from T. Smith to J. Fritz objecting to feed appraisal
Mar 22/2021	PDO	0.70	Correspondence with B. Warga and J. Fritz; correspondence with counsel for Richardson Pioneer; reviewing Brief of Law filed by Richardson Pioneer in support of application to extend time to appeal; correspondence with Court of Appeal Registrar's office
Mar 22/2021	JML	0.10	Reviewing correspondence from J. Fritz to T. Smith regarding proposed valuation of feed inventory by McDougall Auctions
Mar 22/2021	JML	0.10	Reviewing March 22, 2021 Fiat of Justice Meschishnick
Mar 22/2021	JML	0.10	Reviewing signed letter agreement submitted by counsel to Richardson Pioneer
Mar 22/2021	JML	0.10	Reviewing correspondence from B. Warga regarding March 24 Court of Appeal hearing
Mar 23/2021	PDO	0.90	Reviewing correspondence with J. Fritz; reviewing correspondence from counsel for other parties; revising draft correspondence to counsel for other parties
Mar 23/2021	JML	0.10	Giving instructions to finalize letter setting out Receiver's position in scope of receivership order
Mar 23/2021	JML	0.10	Correspondence to Court of Queen's Bench requesting adjournment of March 31 hearing
Mar 24/2021	JML	0.10	Reviewing correspondence from J. Fritz to T. Smith regarding McDougall Auction attendance to value feed inventory and request for conference call
Mar 24/2021	PDO	1.40	Revising correspondence to counsel regarding proceeds from land sales; preparing for and attending hearing in Court of Appeal Chambers regarding Richardson Pioneer application for extension of time to appeal; correspondence with B. Warga and J. Fritz
Mar 24/2021	JML	0.20	Reviewing correspondence from G. Metivier regarding request to re-schedule March 31 hearing and prepare reply correspondence and follow up correspondence to counsel regarding proposed alternative hearing times
Mar 24/2021	JML	1.00	Revising draft letter to counsel regarding position of Receiver in scope of receivership order as to pertains to proceeds of lands
Mar 24/2021	JML	0.10	Reviewing correspondence from J. Lavoie Harding regarding proposed scheduling of hearing and prepare reply correspondence

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
Mar 24/2021	JML	0.10	Correspondence to B. Warga regarding draft letter to counsel regarding Receiver's position on scope of Receivership Order
Mar 24/2021	JML	0.20	Reviewing correspondence from counsel regarding availability and prepare follow up correspondence to G. Metivier regarding scheduling of alternative time for hearing
Mar 24/2021	MC	1.70	Reviewing correspondence from counsel for John Deere regarding security agreements, registrations and subordination agreements; reviewing Receiver's proposed response; reviewing Personal Property Security Act priority issues for John Deere security and registrations; preparing summary of conclusions on priority contests
Mar 24/2021	JML	0.50	Attending to revise, finalize and send Applicant's Compendium of Evidence to Court Registrar and prepare follow up correspondence to B. Jamieson and G. Metivier
Mar 24/2021	JML	0.20	Reviewing correspondence from B. Warga regarding proposed edits to letter to counsel setting out Receiver's position on scope of receivership order and prepare reply correspondence and give instructions to implement edits
Mar 24/2021	JML	0.10	Reviewing correspondence from J. Fritz to T. Smith and reply correspondence from T. Smith
Mar 25/2021	PDO	1.30	Correspondence with B. Warga and J. Fritz; reviewing Notice of Application and Affidavit in support of application to discharge Receiver; revising reply to John Deere Financial
Mar 25/2021	MC	0.80	Reviewing Personal Property Security Act priority issues and revisions required for correspondence to John Deere; reviewing application for the discharge of the Receiver
Mar 25/2021	JML	0.10	Telephone attendance on D. Gerecke regarding application materials served by P. Abrametz
Mar 25/2021	JML	0.10	Reviewing correspondence from G. Metivier regarding scheduling of court hearing
Mar 25/2021	JML	0.10	Reviewing Notice of Application filed by T. Smith for Order discharging the Receiver
Mar 26/2021	PDO	1.10	Telephone attendance on and correspondence with B. Warga and J. Fritz; reviewing application materials and correspondence from Debtors' counsel; reviewing correspondence from counsel for BMO
Mar 26/2021	MC	1.00	Reviewing draft Receiver's Report, Notice of Application and Brief of

<b>Date</b>	<b>Initials</b>	<b>Hours</b>	<b>Narrative</b>
			Law of counsel for T. Smith, and draft letter to John Deere; telephone attendance with B. Warga and J. Fritz on issues with respect to same
Mar 27/2021	PDO	1.30	Revising Third Report of the Receiver; reviewing jurisdictional issue
Mar 29/2021	PDO	0.60	Correspondence with J. Fritz; correspondence with counsel for Richardson Pioneer; reviewing Court materials filed on behalf of counsel for Richardson Pioneer; reviewing Court materials filed on behalf of counsel for FCC; reviewing Court materials filed on behalf of counsel for BMO
Mar 29/2021	JML	0.10	Reviewing Draft Third Report of the Receiver
Mar 29/2021	JML	0.20	Reviewing Brief of Law submitted on behalf of T. Smith regarding termination of the receivership
Mar 29/2021	JML	0.10	Reviewing correspondence from P. Abrametz regarding delivery of Statement of Adjustments
Mar 29/2021	JML	0.10	Reviewing correspondence from P. Abrametz and T. Smith regarding proposed conference call
Mar 29/2021	JML	0.20	Telephone attendance on D. Gerecke regarding March 31 application by Tyler Smith and status of Third Receiver's Report
Mar 29/2021	JML	0.20	Reviewing Brief of Law and Affidavit filed on behalf of FCC and forward same to B. Warga and J. Fritz
Mar 29/2021	JML	0.30	Reviewing Bank of Montreal Brief of Law and forward same to B. Warga and J. Fritz
Mar 30/2021	PDO	0.40	Reviewing materials served on behalf of the Debtors; preparing for hearing of Richardson Pioneer application to amend Receivership Order and Debtor's application to discharge Receiver
Mar 30/2021	JML	0.20	Reviewing Brief of Law filed by counsel to Debtor Companies
Mar 30/2021	JML	0.20	Reviewing decision of Madam Justice Schwann extending time for filing Notice of Appeal
Mar 30/2021	JML	0.60	Reviewing materials and preparing for March 31 court application
Mar 30/2021	JML	0.40	Telephone attendance on B. Warga and D. Gerecke regarding potential resolution of appeal and pending court applications
Mar 30/2021	JML	0.10	Correspondence to J. Kroczyński regarding proposed conference call
Mar 30/2021	JML	0.10	Reviewing correspondence from D. Klassen regarding position of



Date	Initials	Hours	Narrative
			Department of Justice on March 31 application
Mar 30/2021	JML	0.70	Preparing oral submissions for March 31 court hearing
Mar 31/2021	PDO	1.80	Preparing for and attending Court hearing of applications to extend Preservation Order, to amend Receivership Order, and to terminate Receiveship; reviewing correspondence with B. Warga and J. Fritz
Mar 31/2021	JML	0.20	Reviewing correspondence from B. Warga regarding dialogue with counsel for BMO and Richardson Pioneer and prepare reply correspondence
Mar 31/2021	JML	0.10	Reviewing correspondence from B. Warga and prepare reply correspondence
Mar 31/2021	JML	0.10	Reviewing correspondence from J. Kroczyński and prepare follow up correspondence to B. Warga
Mar 31/2021	JML	0.40	Preparing oral submissions for March 31 court application
Mar 31/2021	JML	1.80	Court appearance before Mr. Justice Meschishnick on applications by Richardson Pioneer and Tyler Smith

**Total Fees: 28,259.50**

**SUMMARY OF PROFESSIONAL SERVICES**

	HOURS	HOURLY RATE	AMOUNT
Marek Coutu	5.90	285.00	1,681.50
Paul D. Olfert	26.10	450.00	11,745.00
Jeffrey M. Lee	0.10	750.00	75.00
Jeffrey M. Lee	18.80	785.00	14,758.00
	<u>50.90</u>		<u>28,259.50</u>

**DISBURSEMENTS AND OTHER CHARGES**

Imaging Services	146.75
Online Bank of Canada	32.00
Postage Meter	25.72
PPR Online - Regina	10.00
	<b>Total Taxable 214.47</b>
SK Provincial-Court of Queen's Bench	20.00

## DISBURSEMENTS AND OTHER CHARGES

Total Non-Taxable	20.00
<b>Sub-Total Disbursements:</b>	<b>234.47</b>

## BILL SUMMARY

Total Fees	28,259.50
GST	1,412.98
SK PST	1,695.57
Total Disbursements	234.47
GST	10.73
Subtotal	<u>31,613.24</u>

**TOTAL AMOUNT DUE CDN DOLLARS: \$ 31,613.24**

JML/ CRB

### **MLT Aikins LLP**

To the extent possible, we have made every effort to include fees and disbursements for the current billing period. In the event further fees or disbursements are incurred on your behalf, a subsequent account will be forwarded.

"Other Charges" are based on rates established by MLT AIKINS LLP and may change from time to time. A schedule of those rates is available on request.

### **TERMS: DUE UPON RECEIPT**

Interest at the rate of 14% per annum is added to all amounts overdue by 30 days or more.

**Appendix P – Statement of Receipts and Disbursements for the Period December 1, 2020 to April 20, 2021**

**TYLER SMITH, PAMELA SMITH, SMITH NORTHERN RANCHING, 101197829 SASKATCHEWAN LTD.  
IN RECEIVERSHIP**

**STATEMENT OF RECEIPTS AND DISBURSEMENTS**

For the Period December 1, 2020 to April 20, 2021

	<b>Amount</b>	<b>Notes</b>
<b>Receipts</b>		
Advance from Secured Creditor	\$ 100,000	
Accounts receivable	409,151	(1)
Cash on hand	66,826	(2)
Cattle sales (calves and bulls)	609,576	
Custom cattle revenue	119,798	(3)
Sale of market grains (Richardson Pioneer)	1,055,606	(4)
<b>Total Receipts</b>	<b>2,360,957</b>	
<b>Disbursements</b>		
Agent fees and disbursements	5,642	
Appraisal fees	2,367	
Bank fees	25	
Cattle sale costs (commissions, brand inspection, etc.)	30,616	
Contract workers	125,417	
Equipment repairs and maintenance	9,991	
Filing fees	143	
Fuel	33,161	
Grain check off fees	1,622	
GST paid on disbursements	4,241	
GST paid on legal fees and disbursements	3,667	
GST paid on Receiver fees and disbursements	7,585	
Insurance	21,157	
Interest	372	
Legal fees and disbursements	73,706	(5)
Livestock supplies	10,247	
Miscellaneous	327	
PST paid on disbursements	802	
PST paid on legal fees and disbursements	4,343	
Receiver fees and disbursements	151,695	(6)
Repayment of Receiver's Borrowing Certificate	100,000	
Utilities	3,794	
<b>Total Disbursements</b>	<b>590,919</b>	
<b>Excess of Receipts over Disbursements - funds held in trust as at April 20, 2021</b>	<b>\$ 1,770,038</b>	

**Notes:**

- (1) Collections from Richardson Pioneer with respect to unsettled shipments of canola (\$198K), oats (\$122K), and barley (\$89K) delivered prior to the date of receivership.
- (2) Primarily comprised of custom cattle receipts for the month of November 2020.
- (3) Includes custom cattle revenue for the months of December 2020 and January 2021.
- (4) The Receiver has received \$845,560.57 related to the sale of canola to Richardson Pioneer, based on contract pricing. The difference between the "date of delivery opening spot market price" and the "contract price" (approximately \$500K) is subject to appeal by Richardson Pioneer and will be determined in due course.
- (5) Excludes fees and disbursements of the Receiver's legal counsel subsequent to March 31, 2021.
- (6) Excludes fees and disbursements of the Receiver subsequent to April 4, 2021.