

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

January 8, 2021

ADDRESS FOR SERVICE AND
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TABLE OF CONTENTS

INTRODUCTION 1
TERMS OF REFERENCE 3
BACKGROUND 4
ACTIVITIES OF THE RECEIVER 5
OPERATIONS..... 6
ASSETS 8
PROPOSED LIVESTOCK AND MARKET GRAIN SALES 12
CREDITOR CLAIMS 15
FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL 16
STATEMENT OF RECEIPTS AND DISBURSEMENTS..... 17
APPROVALS SOUGHT 17

EXHIBITS

- Exhibit A – Receivership Order
- Exhibit B – Fees and Disbursements of the Receiver
- Exhibit C – Fees and Disbursements of the Receiver’s Legal Counsel
- Exhibit D – Statement of Receipts and Disbursements for the Period December 1, 2020 to January 6, 2021

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 (attached hereto as Exhibit A) and other information regarding the receivership proceedings can be accessed on the Receiver’s website at www.insolvencies.deloitte.ca/en-ca/smithnorthernranching (the “**Receiver’s Website**”).
2. The Receivership Order provides, *inter alia*, for the following:
 - (a) No proceeding or enforcement process in any court or tribunal (each a “**Proceeding**”) shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of the Court.
 - (b) No Proceeding against or in respect of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of the Court, and any and all Proceedings currently underway against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of the Court.
 - (c) The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements and the Receiver and counsel to the Receiver shall be entitled to,

and are granted, a charge (the “**Receiver’s Charge**”) on the Property as security for such fees and disbursements, both before and after the making of the Receivership Order, and the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any Person (as defined in the Receivership Order), but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

- (d) Any interested party may apply to the Court to vary or amend the Receivership Order on not less than seven (7) days’ notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as the Court may order.
3. This report constitutes the first report of the Receiver (the “**First Report**”), and is being filed to inform the Court as to the following:
- (a) The activities of the Receiver since the Date of Receivership;
 - (b) Details of the Company’s assets and liabilities including charges, security interests, and encumbrances registered against the Property; and
 - (c) Recommended sales for certain livestock and grain inventories that exceed the Receiver’s powers granted in paragraph 3(l)(i) of the Receivership Order.
4. Furthermore, the First Report is being filed in support of the Receiver’s application to this Honourable Court to be heard on January 14, 2021, seeking the following items of relief:
- (a) Approval of the reported actions of the Receiver since the Date of Receivership in respect of administering these receivership proceedings;
 - (b) Approval of the Proposed Livestock Sale (as defined below) of approximately 400 head of cattle by way of public auction to be held on January 18, 2021 and January 29, 2021 at Northern Livestock Sales (“**NLS**”) in Price Albert, Saskatchewan;

- (c) Approval of the Proposed Market Grain Sale (as defined below) of approximately 107,000 bushels of canola;
- (d) Approval of the repayment of the Receiver's borrowings under the Borrowing Facility (as defined below);
- (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 January 6, 2021.

TERMS OF REFERENCE

5. In preparing this First Report, the Receiver has relied upon unaudited financial information, the books and records of the Debtors, and discussions with Tyler Smith, Pamela Smith and their financial advisors, interested parties, and the stakeholders of the Debtors.
6. 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 First 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 First Report.
7. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction or use of this First Report. Any use which any party makes of this First Report, or any reliance or decision

to be made based on this First Report, is the sole responsibility of such party.

8. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.
9. Capitalized terms used in this First Report but not defined herein are as defined in the Receivership Order.

BACKGROUND

10. Smith Northern Ranching is a partnership amongst Tyler Smith (“**Mr. Smith**”), Pamela Smith (“**Mrs. Smith**”) (collectively the “**Smiths**”), and 101197829 Saskatchewan Limited (“**829 SK Ltd.**”), intended to carry on the business of a family farming operation. As detailed in the Affidavit of Mathan Kumar dated November 10, 2020 (the “**Kumar Affidavit**”), the Smith Northern Ranching partnership agreement was executed on January 1, 2012, and was registered in the Province of Saskatchewan on March 16, 2012.
11. The Debtors operated a mixed grain and livestock farming operation, along with a custom cattle feed lot, near Duck Lake, Saskatchewan. As at the Date of Receivership, the Debtors owned approximately 400 head of cattle, were custom feeding approximately 1,070 head of cattle, and owned approximately 1,450 acres of farmland (inclusive of their home quarter section).
12. BMO is the principal secured operating lender to the Debtors and holds various first ranking security positions (the “**BMO Security**”) against the Property. BMO was owed approximately \$1.8 million (the “**BMO Indebtedness**”) by the Debtors as at October 13, 2020, with interest continuing to accrue thereon, as detailed in the Kumar Affidavit.

Powers of the Receiver

13. The Receiver’s powers are detailed in Paragraph 3 of the Receivership Order and include the power to take and maintain possession and control of the Property; the power to manage, operate, and carry on the business of the Debtors; and the power to market and sell the Property (subject to Court approval if one sale exceeds \$100,000 or

if in the aggregate the sales exceed \$500,000), among others.

14. The Receivership Order also empowers the Receiver to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount of such Receiver's borrowings does not exceed \$350,000 (or such greater amount as the Court may by further Order authorize) (the "**Borrowing Facility**").

Possession and Control of the Property

15. On the Date of Receivership, the Receiver attended at the Property and met with the Smiths. As detailed in paragraph 3(b) of the Receivership Order, although the Receiver was empowered and authorized to change locks and secure the Property (with the exception of the Smiths' personal residence and Mrs. Smith's personal vehicle), in consultation with the Smiths, it was determined to be least disruptive to operations if the Property remained secured by the Smiths, as it had been immediately prior to the granting of the Receivership Order. Furthermore, given that the Receiver intended to retain the Smiths to provide assistance with managing the cattle operations, realizing on the grain inventories, and liquidating certain of the equipment, the Receiver did not take any additional steps to secure the Property, as complete and unfettered access would have needed to have been granted to the Smiths in any event.

ACTIVITIES OF THE RECEIVER

16. Since the Date of Receivership, the Receiver has undertaken the following activities with respect to the Property:
 - (a) Attended onsite at the Home Section (as defined below) on the Date of Receivership to meet with the Smiths and to take possession and control of the Property;
 - (b) Confirmed the existence of insurance coverage on the Property as at the Date of Receivership, and arranged for continued monthly payment of the related premiums where necessary and appropriate;

- (c) Arranged for the prompt payment of all ongoing operating expenditures;
- (d) Retained JAG Investigations & Bailiff Services Ltd. (“**JAG**”) to assist with a complete physical count of the Debtors’ equipment and grain inventories located onsite, as well as on various parcels of land in and around Prince Albert, Saskatchewan;
- (e) Arranged with the Smiths, and certain on-farm contractors previously engaged by the Debtors, for their continued involvement with ongoing operations as independent contractors;
- (f) Corresponded with the sole owner of the custom fed cattle to assess available options for the continued care and management of the herd on both a short-term and medium-term basis;
- (g) Corresponded with Richardson Pioneer Limited (“**Richardson Pioneer**”) with respect to a series of grain purchase contracts (the “**Purchase Contracts**”) previously entered into by Mr. Smith, as well as assessing the willingness of Richardson Pioneer to enter into new grain purchase contracts with the Receiver;
- (h) Discussed options to liquidate the owned cattle and realize on the grain inventories with the Smiths; and
- (i) Prepared, reviewed, and finalized this First Report.

OPERATIONS

17. Since the Date of Receivership, in order to preserve the value of the Property, the Receiver has worked closely with the Smiths to ensure that the cattle are properly cared for, and the grain inventories are secured and protected to limit any damage caused by wildlife. In this regard, shortly after the Date of Receivership, the Smiths advised the Receiver that approximately 35,000 bushels of barley, 12,000 bushels of oats, and 66,000 bushels of canola were stored in grain bags in fields that were at risk of damage from wildlife.

18. After discussing the urgency of the situation with the Smiths, and reviewing the Purchase Contracts, it was determined that as the barley and oats were most at risk to damage given their location, arrangements would be made to deliver same to Richardson Pioneer under the extant Purchase Contracts. Mr. Smith advised that the majority of the canola could be easily moved to available storage bins on leased land, and accordingly, there was less of an urgency to deliver same to Richardson Pioneer.
19. On December 17, 2020, the Receiver authorized Smith Northern Ranching to take certain protective and conservatory measures and deliver up to 1,166 metric tonnes of barley at price \$229.65 per metric tonne (approximately \$268,000), and up to 417 metric tonnes of oats at a price of \$194.31 per metric tonne (approximately \$81,000) to Richardson Pioneer in accordance with the Purchase Contracts. The Receiver did not seek advance approval from the Court for such sale transactions given the following:
 - (a) The sale of the barley and oats were to occur in the ordinary course of the Debtors' operations, under extant Purchase Contracts; and
 - (b) Each individual grain delivery was not expected to exceed \$100,000, and the aggregate of all such deliveries were not expected to exceed \$500,000 (as the Receiver was empowered to complete such transactions in accordance with paragraph 3(l)(i) of the Receivership Order).
20. On January 5 and January 7, 2021, the Receiver was provided with confirmation from the Smiths that the following deliveries were made (approximating \$93,800 in the aggregate):
 - (a) December 21, 2020 – 85.36 metric tonnes of barley (approximately \$19,600);
 - (b) December 22, 2020 – 82.69 metric tonnes of barley (approximately \$19,000);
 - (c) December 23, 2020 – 84.02 metric tonnes of barley (approximately \$19,300);
 - (d) December 29, 2020 – 38.71 metric tonnes of oats (approximately \$7,500);
 - (e) December 30, 2020 – 82.47 metric tonnes of oats (approximately \$16,000); and

(f) December 31, 2020 – 63.87 metric tonnes of oats (approximately \$12,400).

21. As at the date of this First Report, the Receiver has not received payment from Richardson Pioneer for the above noted grain deliveries.

ASSETS

Cash on Hand

22. At the Date of Receivership, the Smiths advised the Receiver of a Canadian Imperial Bank of Commerce (“**CIBC**”) account (the “**CIBC Account**”) used for operations with a balance of approximately \$66,800. The balance in the CIBC Account primarily represented receipts from the custom fed cattle operations for the month of November 2020 of approximately \$61,000 (deposited December 1, 2020). The Smiths advised that the CIBC Account was established to continue with operations as their BMO account(s) had been frozen.
23. Since the Date of Receivership, all disbursements from the CIBC Account have been reviewed and approved by the Receiver, and have been required for ongoing operations, primarily for the payment of independent contractors, fuel, and equipment repairs and maintenance.
24. It has also been brought to the attention of the Receiver that the Debtors maintained a business operating account at Affinity Credit Union (the “**Affinity Account**”) prior to the Date of Receivership. The Receiver continues to investigate this matter, as based on the representations and online account summary provided by the Smiths as at the Date of Receivership, there was an overdraft position in the Affinity Account of approximately \$11,395.

Accounts Receivable

25. Subsequent to the Date of Receivership, in communications with Richardson Pioneer, the Receiver became aware that the following grain deliveries were made by Smith Northern Ranching to Richardson Pioneer prior to the Date of Receivership:

- (a) 436 metric tonnes of canola (valued at approximately \$198,030);
- (b) 631 metric tonnes of oats (valued at approximately \$122,796); and
- (c) 387 metric tonnes of barley (valued at approximately \$88,895).

The Receiver has confirmed with Richardson Pioneer that the aggregate proceeds of approximately \$409,721 remain owing to Smith Northern Ranching, and arrangements are being made to have the funds paid to the Receiver as at the date of this First Report.

26. Richardson Pioneer also advised the Receiver that prior to BMO's seizure of the Market Grains (as defined below) on November 12, 2020, Richardson Pioneer had received delivery of 816 metric tonnes of canola, and had applied the proceeds of same (approximately \$370,000) to the account of Mr. Smith for certain crop input financing that Richardson Pioneer purportedly acquired from Rabobank Canada. As at the date of this First Report, the Receiver continues to review this transaction with Richardson Pioneer and its legal counsel.

Inventory

27. At the Date of Receivership, the Smiths provided the Receiver with an inventory analysis dated November 10, 2020 (the "**Inventory Analysis**") detailing the following inventories approximating \$2.9 million:

- (a) Market grains ("**Market Grains**"):
 - (i) 100,000 bushels of canola valued at approximately \$1.0 million (\$10.35 per bushel);
 - (ii) 57,691 bushels of barley (malt) valued at approximately \$0.3 million (\$5.00 per bushel); and
 - (iii) 14,000 bushels of oats valued at approximately \$43,000 (\$3.05 per bushel).
- (b) Livestock ("**Livestock**");

- (i) 160 calves valued at approximately \$152,000 (\$950 per calf);
 - (ii) 13 grass heifers valued at approximately \$20,000 (\$1,500 per cow);
 - (iii) 55 bred cows valued at approximately \$66,000 (\$1,200 per cow);
 - (iv) 105 first and second calvers valued at approximately \$189,000 (\$1,800 per cow);
 - (v) 60 replacement heifers valued at approximately \$120,000 (\$2,000 per cow); and
 - (vi) 10 bulls valued at approximately \$22,000 (\$2,200 per bull).
- (c) Feed grains (“**Feed**”):
- (i) 8,000 bushels of silage (corn, barley, and oats) valued at approximately \$560,000 (\$70 per bushel);
 - (ii) 1,755 hay bales valued at approximately \$140,000 (\$80 per bale);
 - (iii) 5,800 straw bales valued at approximately \$174,000 (\$30 per bale); and
 - (iv) 30,000 bushels of feed barley valued at approximately \$143,000 (\$4.75 per bushel).
28. Based on the Receiver’s and JAG’s physical count of the Livestock and Market Grains subsequent to the Date of Receivership, the following quantities were identified:
- (a) Livestock:
- (i) 156 calves;
 - (ii) 11 bulls;
 - (iii) 60 bred mature cows; and
 - (iv) 180 first and second bred heifers.

(b) Market Grains:

- (i) 106,600 bushels (2,417.67 metric tonnes) of canola;
- (ii) 61,200 bushels (1,332.45 metric tonnes) of barley;
- (iii) 12,000 bushels (185.05 metric tonnes) of oats; and
- (iv) 1,000 bushels (27.22 metric tonnes) of wheat.

The quantities physically counted by the Receiver and JAG do not materially differ from those disclosed on the Inventory Analysis previously prepared by the Smiths.

- 29. As further detailed below, in consultation with the Smiths, the Receiver is seeking approval from the Court to liquidate the Market Grains and the Livestock commencing in mid-January 2021. As the Smiths have also listed their home quarter section(s) and residence for sale (the “**Home Section**”) (further detailed below), in order to maximize the value of the Feed, the Smiths advised that it would be best to sell the Feed to a prospective purchaser of the Home Section.
- 30. As at the date of this First Report, the Receiver continues to work with the owner of the custom fed cattle to determine the timing for movement of same to an alternate feed lot and/or to market. In the interim, with assistance from the Smiths, the Receiver continues to feed the custom cattle under the same terms and conditions that existed prior to the Date of Receivership.

Machinery and Equipment

- 31. At the Date of Receivership, the Smiths provided the Receiver with a detailed equipment list comprising approximately 119 pieces of equipment (90 owned pieces and 29 leased pieces). The Smiths estimated the value of the owned equipment at approximately \$0.9 million and the leased equipment at approximately \$2.3 million. As at the date of this First Report, the Receiver has not made a determination as to how the equipment will be liquidated, nor has it obtained an independent appraisal of same, as the Receiver and JAG

were still reconciling the equipment list provided by the Smiths with the physical inspection undertaken by JAG.

32. With respect to the leased equipment, the Receiver has been in correspondence with a number of the lessors and is in the process of assessing the validity and enforceability of their respective security interests, and whether there may be any residual equity in the equipment, prior to making a final determination as to whether or not to release the equipment to the respective lessors.

Land

33. As detailed in the Receivership Order, the Receiver has not been appointed over the Lands. However, on December 12, 2020, the Receiver was advised by the Smiths that the Home Section (SE, NE, and NW 32-44-03-W3, NW 33-44-03-W3, and parts of SW and SE 20-45-03-W3) was listed for sale with Rosthern Agencies for \$2.2 million (the “**Listing Agreement**”).
34. Although the Receiver has not been appointed over the Lands (or the Smiths’ personal residence), certain items included in the Listing Agreement are in the Receiver’s possession and control (i.e. eight (8) 5,000 bushel steel hopper bins, four (4) 2,000 bushel fertilizer bins, and one (1) GSI 1116 propane grain dryer (the “**Receivership Assets**”). Although the final allocation of any sale proceeds to the Receivership Assets has not been determined, the Smiths have estimated that approximately \$250,000 would be attributed to same.

PROPOSED LIVESTOCK AND MARKET GRAIN SALES

Livestock

35. In consultation with the Smiths, the Receiver recommends that the Livestock be liquidated by way of public auction at NLS, commencing in January 2021. The proposed auction dates are January 18 and 29, 2021, with the following delivery and sales schedules, and estimated realizations (the “**Proposed Livestock Sale**”):

- (a) January 18, 2021 sale with estimated gross sale proceeds (before selling costs) of approximately \$162,000 to \$178,000 (the “**January 18, 2021 Sale**”), involving the following:
- (i) Delivery of the cattle to be completed by Smith Northern Ranching on January 16, 2021 (using the Debtors’ transport equipment);
 - (ii) 156 calves (steers and heifers) to be auctioned, with estimated realizations of \$140,000 to \$156,000 (\$900 to \$1,000 per calf);
 - (iii) 11 bulls to be auctioned, with estimated realizations of \$22,000 (\$2,000 per bull); and
 - (iv) Selling costs of \$33.95 per calf (on account of commission, pre-sorting fee, brand inspection, insurance, and check-off levy) and \$53.45 per bull (on account of commission, two (2) days of feed, brand inspection, insurance, and check-off levy).
- (b) January 29, 2021 sale with estimated gross sale proceeds (before selling costs) of approximately \$192,000 to \$504,000 (the “**January 29, 2021 Sale**”), involving the following:
- (i) Delivery of the cattle to be completed by Smith Northern Ranching on January 26, 2021 (using the Debtors’ transport equipment);
 - (ii) 60 mature cows to be auctioned, with estimated realizations of \$48,000 to \$108,000 depending on whether bred or open (\$800 to \$1,800 per cow);
 - (iii) 180 first and second bred heifers to be auctioned, with estimated realizations of \$144,000 to \$396,000 depending on whether bred or open (\$800 to \$2,200 per cow); and
 - (iv) Selling costs of \$115.45 per cow (on account of 4% selling commission, two (2) days of feed, on-line advertising, pregnancy checks, brand inspection, insurance, and check-off levy).

The Receiver confirmed the above arrangements and pricing by phone with NLS (as cattle auction markets do not normally prepare or execute written agreements for livestock auctions of this nature), and the Receiver is satisfied that it is appropriate to proceed on the basis of verbal agreements in the circumstances.

36. As Smith Northern Ranching would generally sell its Livestock by way of public auction in the ordinary course of operations, the Receiver is recommending that the Proposed Livestock Sale be approved by the Court.

Market Grains

37. As noted above, in order to preserve the underlying value of the oats and barley that were at risk of damage from wildlife, and in consultation with the Smiths, the Receiver approved certain sales and deliveries of Market Grains to Richardson Pioneer in mid-December 2020. It is the Receiver's intention to continue to deliver contracted barley (up to approximately 913.93 metric tonnes) in the ordinary course of operations under the extant Purchase Contracts with Richardson Pioneer, with the residual barley being used for feed.
38. With respect to the approximate 2,417.67 metric tonnes of canola in the possession of the Receiver, the Receiver continues to correspond with the Smiths and Richardson Pioneer with respect to same. In July 2020, Mr. Smith had contracted with Richardson Pioneer for the delivery of approximately 3,750 metric tonnes of canola at an average price of approximately \$457 per metric tonne (the "**July Canola Contracts**"). As at the Date of Receivership, approximately 2,280 metric tonnes remained outstanding under the July Canola Contracts according to Richardson Pioneer.
39. Based on Richardson Pioneer's prevailing market price for canola of approximately \$556 per metric tonne, there is an approximate \$99 per metric tonne price increase from the July Canola Contracts. Considering the approximate 2,417.67 metric tonnes of canola in the Receiver's possession, this price difference equates to approximately \$239,000 in potential additional sale proceeds to the estate.

40. As the Receiver continues to discuss available sale options for the canola with the Smiths and Richardson Pioneer, the Receiver is requesting the approval of this Honourable Court to sell the approximate 2,417.67 metric tonnes of canola at, or above, the July Canola Contract price of \$457 per metric tonne (approximately \$1,105,000) (the “**Proposed Market Grain Sale**”), without the need for a further Court application.

CREDITOR CLAIMS

41. As at the date of this First Report, the Receiver has not yet obtained a written opinion from its independent legal counsel, MLT Akins LLP (“**MLT Aikins**”), opining on the validity and enforceability of the BMO Security. Further, although the Receiver is aware of certain creditors claiming a priority interest in certain equipment, and potentially a priority interest in certain of the Market Grain inventories (and/or proceeds therefrom), the Receiver has not completed an assessment of such claims as at the date of this First Report. Accordingly, any proceeds received from the Proposed Livestock Sale and the Proposed Market Grain Sale discussed above will be held in trust by the Receiver pending a thorough review and assessment of the priority interests with respect to same. Once a determination has been made, the Receiver will make a subsequent application to this Honourable Court detailing a proposed distribution of the sale proceeds.
42. As the Receiver continues to address inquiries from various equipment lessors and/or lenders, assuming the Receiver is provided with sufficient evidence to conclude on the validity and enforceability of the creditor’s priority interest in same, if there is no apparent equity available to the receivership estate, the Receiver will endeavor to release the equipment to the respective creditors and/or lenders in a timely manner.
43. Based on the information made available to the Receiver as at the Date of Receivership, total secured creditors of the Debtors approximated \$8.5 million (comprised of the BMO Indebtedness of approximately \$1.8 million, equipment financing of approximately \$3.9 million, crop input financing of approximately \$1.6 million, and mortgage financing of approximately \$1.2 million). Other unsecured creditors include third party service providers who are not claiming any security interest in the Property or the proceeds

therefrom, which debts approximate \$0.6 million.

FEES AND DISBURSEMENTS OF THE RECEIVER AND ITS LEGAL COUNSEL

44. 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 First Report and has been provided with the first invoice of the Receiver within these proceedings.
45. Attached as Exhibit B is a summary of the invoice of the Receiver for fees and disbursements incurred during the course of the proceedings for the period November 3, 2020 to December 31, 2020. The Receiver's accounts total \$53,436 in fees and disbursements, excluding GST.
46. 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 the invoice issued to date is \$415 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.
47. 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.
48. Attached as Exhibit C is a summary of the invoice of the Receiver's legal counsel, MLT Aikins, for fees and disbursements incurred during the course of the proceedings for the period November 10, 2020 to December 28, 2020. The accounts total \$11,354 in fees and disbursements excluding PST and GST.
49. The Receiver has reviewed the invoice rendered by its legal counsel and finds it

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 January 6, 2021 for the Debtors, a copy of which is attached hereto as Exhibit D. Total receipts were \$166,826 and total disbursements were \$101,405 (excluding the Receiver's fees noted above), resulting in \$65,422 being held in trust by the Receiver.
51. As at the date of this First Report, in accordance with paragraph 20 of the Receivership Order, the Receiver has borrowed \$100,000 from the Court authorized Borrowing Facility to fund the receivership proceedings. It is the Receiver's intention to repay the Borrowing Facility from the proceeds realized from the Proposed Livestock Sale and the Proposed Market Grain Sale.

APPROVALS SOUGHT

52. For the reasons outlined above, the Receiver respectfully recommends that this Honourable Court grant an Order:
- (a) Approving all activities and actions of the Receiver from the Date of Receivership 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 this First Report;
 - (b) Approving the First Report filed by the Receiver in these proceedings;
 - (c) Approving the fees and disbursements of the Receiver and its legal counsel for the period November 3, 2020 to December 31, 2020, and November 10, 2020 to December 28, 2020, respectively;
 - (d) Approving the Receiver's Statement of Receipts and Disbursements for the period December 1, 2020 to January 6, 2021;

- (e) Approving the Proposed Livestock Sale;
- (f) Approving the Proposed Market Grain Sale; and
- (g) Approving the repayment of the Receiver's borrowings under the Borrowing Facility.

All of which is respectfully submitted at Winnipeg, Manitoba, this 8th day of January 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

Exhibit A – Receivership Order

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

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

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

Before the Honourable Mr. Justice R. S. Smith Justice in Chambers the 1st day of December, 2020.

Upon the application of Bank of Montreal ("**BMO**") in respect of TYLER SMITH, PAMELA SMITH, SMITH NORTHERN RANCHING AND 101197829 SASKATCHEWAN LTD. (collectively, the "**Debtors**"); Notice of Application, the Affidavit of Mathan Kumar sworn November 10, 2020, and upon reading the consent of Deloitte Restructuring Inc. to act as Receiver; all filed; and upon hearing David Gerecke, Q.C., counsel for BMO, and upon hearing from counsel on behalf of all other parties present, and on reading the Statement of Claim issued on behalf of BMO on November 12, 2020, the draft Receivership Order and the Brief of Law filed on behalf of BMO; and upon reading the Affidavits of Tyler Smith and Pamela Smith each sworn on November 18, 2020, and the Brief of Law on behalf of the Debtors;

The Court Orders:

SERVICE

1. To the extent required, the time for service of the BMO Notice of Application and the materials filed in support thereof (collectively, the "**Application Materials**") shall be and is hereby abridged and service thereof is deemed good and sufficient.

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**").
 - 2.1 The Property shall not comprise any real property of the Debtors (the "**Lands**") including, without limitation, the Lands listed in Schedule "D" to this Order. Notwithstanding the foregoing, the Receiver shall be permitted to utilize any or all of the Lands (other than

the residence of Tyler Smith and Pamela Smith located upon the Lands) and lands leased by the Debtors for the purposes of carrying out its mandate under this Order.

- 2.2 To the extent that the Property includes any asset that would constitute an "implement" as defined in *The Saskatchewan Farm Security Act*, S.S., c. S-17.1 (the "SFSA") (such assets, collectively, the "Implements"):
- (a) the Receiver shall be permitted to preserve, protect, maintain control of and utilize any such Implements (in the ordinary manner in which such Implements are intended to be used) for the purposes of carrying out its mandate under this Order, and such action by the Receiver shall not be construed as a breach of the SFSA; and
 - (b) this Order shall not be interpreted in such a manner as to construe the Receiver's execution or enforcement of this Order as a seizure of any Implement unless and until the Receiver actually takes exclusive possession of such Implement to the exclusion of the Debtors.

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable; provided that the power to change locks and security codes shall not apply with respect to the personal residence of Tyler Smith and Pamela Smith, and Pamela Smith's personal vehicle, a 1 Ton Dodge Truck;
 - (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;
 - (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

- (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;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtors;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the Property or the Receiver, and to settle or compromise any such proceedings; provided that, other than with respect to the Receiver's right to use the Lands as provided for herein, the foregoing powers shall not apply with respect to proceedings pertaining to the Lands. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) subject to section 68 of the SFSA, to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;and in each such case notice under section 59(10) of the PPSA shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (s) to enter on the Lands listed in Schedule "D" to this Order, or on any other real property in respect of which the Receiver determines or has reason to believe that any livestock owned by the Debtors may be located, in order to determine whether any of the Property is present, and to take possession of any Property located on such lands;
- (t) to ascertain and supervise the status and location of, and if deemed necessary or appropriate by the Receiver, to take steps to preserve all Implements of 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;
- (w) [INTENTIONALLY DELETED]; and
- (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.

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.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto provided, however, that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

and any and all Proceedings currently under way against or in respect of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement, if such Proceeding is not commenced before the expiration of the stay provided by this paragraph; (ii) affect a Regulatory Body's investigation in respect of the Debtors or an action, suit or proceeding that is taken in respect of the Debtors by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province; or (iii) prevent any Person holding an interest in land in the Lands from commencing or continuing a Proceeding with respect to the Lands.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtors or the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall: (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on; (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a mortgage or security interest; (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect a lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Debtors and the Receiver; or (v) prevent any Person holding an interest in land in the Lands from commencing or continuing a Proceeding with respect to the Lands. The stay and suspension shall not apply in respect of any "**Eligible Financial Contract**" as defined in section 65.1 of the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors, including, without limitation, insurance coverage, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an Eligible Financial Contract with the Debtors from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including, without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain

names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

13. Subject to the employees' rights to terminate their employment, all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5), 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c 47.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements and the Receiver and counsel to the Receiver shall be entitled to, and are hereby granted, a charge (the "**Receiver's Charge**") on the Property as security for such fees and disbursements both before and after the making of this Order in respect of these proceedings, and the Receivers' Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
18. The Receiver and its legal counsel shall pass their accounts from time to time.
19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. The Receiver shall be at liberty and is hereby empowered to borrow, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not at any time exceed \$350,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
 - 20.1 The Receiver is granted leave to apply to the Court for an Order increasing the limit of the Receiver's Borrowings Charge.
21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

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

GENERAL

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

NOTICE AND SERVICE

32. The Applicant shall, within ten (10) days of the date of this Order, cause a true copy of this Order to be served by prepaid ordinary mail on all Persons to whom the Receiver is required to send notice pursuant to section 245(1) of the BIA (the "**Notice**").
33. The Notice shall be deemed to have been received on the seventh day after mailing.
34. The Notice served pursuant to paragraph 32 above shall be accompanied by a cover letter in the form attached as Schedule "B" to this Order.
35. The Electronic Case Information and Service Protocol attached as Schedule "C" hereto (the "**Protocol**") is approved and adopted for these proceedings. Terms which are capitalized herein but otherwise not defined shall bear the respective meanings ascribed to them in the Protocol. Service of documents made in accordance with the Protocol shall (subject to review by the Court at the time of any application) constitute valid and effective service. A Case Website shall be established in accordance with the Protocol with the following URL: www.insolvencies.deloitte.ca/ca-en/smithnothernranching. Applications in respect of this matter may be made upon three days' notice.
36. The failure of any Person to forward a Request for Electronic Service or a Request for Facsimile Service to the Service List Keeper shall release the Receiver, the Applicant, and any other interested Person serving court materials in this matter from any requirement to provide further notice in respect of these proceedings to any such Person until such time as a properly completed request for such service is received from such Person by each of the counsel for the Receiver and the Applicant.
37. The Applicant and the Receiver shall be at liberty to serve the Notice on any other interested Person by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such Persons at their respective addresses as last shown on the records of the Applicant.
38. Concurrent with the issuance of this Order, the Order dated November 20, 2020 in this matter of Q.B.G. 1337 of 2020 (the "**November Order**") shall terminate and be of no further force and effect, provided that such termination shall not have the effect of relieving any Persons affected thereby from their obligations that arose while the November Order was in force.
39. Rule 10-4 is hereby waived with respect to this Order.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this 1st day of December, 2020.


DEPUTY LOCAL REGISTRAR

This document was delivered by:

Name of firm: Miller Thomson LLP
Name of lawyer in charge of file: David Gerecke, Q.C.
Address of legal firm: Suite #300, 15-23rd Street East, Saskatoon,
SK S7K 2H6
Telephone number: (306) 667-5615
Fax number: (306) 652-1586
Email address: dgerecke@millerthomson.com
File Number: 0150020.0228

TO:

- a) Tyler Smith
Box 983, Duck Lake
Saskatchewan S0K 1J0
- b) Pamela Smith
Box 983, Duck Lake
Saskatchewan S0K 1J0
- c) Smith Northern Ranching
Box 983, Duck Lake
Saskatchewan S0K 1J0
- d) 101197829 Saskatchewan Ltd.
Box 983, Duck Lake
Saskatchewan S0K 1J0

SCHEDULE "A"

RECEIVER'S CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of Tyler Smith, Pamela Smith, Smith Northern Ranching and 101197829 Saskatchewan Ltd. (collectively, the "**Debtors**") acquired for, or used in relation to the Debtors' business, including all proceeds thereof (the "**Property**") appointed by Order of the Court of Queen's Bench of Saskatchewan (the "**Court**") issued the ____ day of _____, 20__ (the "**Order**") made in action _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$350,000.00 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily] [monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act* (Canada) and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at *.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake any personal liability to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

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

Per: _____
Name:
Title:

SCHEDULE "B"

COVER LETTER OF DEMAND FOR NOTICE

[Date]

[Address]

[Address]

[Address]

[Address]

Attention:

RE: IN THE MATTER OF THE RECEIVERSHIP OF TYLER SMITH, PAMELA SMITH, SMITH NORTHERN RANCHING AND 101197829 SASKATCHEWAN LTD.

A Receiver has been appointed by Order of the Court of Queen's Bench for Saskatchewan over the property, assets and undertaking of **Tyler Smith, Pamela Smith, Smith Northern Ranching and 101197829 Saskatchewan Ltd.** A copy of the Court Order appointing Deloitte Restructuring Inc. as Receiver is posted on the Case Website at: www.insolvencies.deloitte.ca/ca-en/smithnothernranching.

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

If at any time, you would like to be served with court documents relating to further proceedings in relation to this matter, please review the Electronic Case Information and Service Protocol (the "**Protocol**") set forth in Schedule "C" to the Order and complete and transmit a Request for Electronic Service (or where permitted a Request for Facsimile Service) to each of the following persons:

1. Bank of Montreal
c/o Miller Thomson LLP
Attention: David Gerecke, Q.C.
Email: dgerecke@millerthomson.com
Fax: (306) 652-1586
2. Deloitte Restructuring Inc.
c/o MLT Aikins LLP
Attention: Jeff Lee, Q.C.
Email: jmlee@mltaikins.com
Fax: (306) 975-7145

If you do not properly complete a request for service and forward that request by email to each of the above-referenced persons indicating that you require to be served with court documents in these proceedings, then you will not receive, nor will you be entitled to receive, any further notice of the proceedings.

DEMAND FOR NOTICE

TO:

1. Bank of Montreal
c/o Miller Thomson LLP
Attention: David Gerecke, Q.C.
Email: dgerecke@millerthomson.com
Fax: (306) 652-1586

2. Deloitte Restructuring Inc.
c/o MLT Aikins LLP
Attention: Jeff Lee, Q.C.
Email: jmlee@mltaikins.com
Fax: (306) 975-7145

Re: In the Matter of the Receivership of Tyler Smith, Pamela Smith, Smith Northern Ranching and 101197829 Saskatchewan Ltd.

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

- (a) by email, at the following email address:

_____, or

- (b) I do not have the ability to receive electronic mail, and am therefore eligible to request, and do hereby request, notice by facsimile at the following facsimile number:

_____.

Signature: _____

Name of Creditor: _____

Address of Creditor: _____

Phone Number: _____

SCHEDULE "C"

Electronic Case Information and Service Protocol

See attached.

SCHEDULE "C"

**ELECTRONIC CASE INFORMATION AND SERVICE PROTOCOL
EFFECTIVE AS OF DECEMBER 6, 2017**

APPLICATION

This Electronic Case Information and Service Protocol shall apply to this proceeding except as otherwise ordered by the Court.

DEFINITIONS

For the purposes of this Protocol, the following capitalized terms shall have the meanings ascribed below:

"Case Website" means the website referenced in paragraph 35 of the Implementation Order;

"Court" means the Court of Queen's Bench for Saskatchewan, sitting in bankruptcy if applicable;

"Court Document" means a document in this proceeding which must be served for the purposes of this proceeding and/or is to be filed, or has been filed or issued in the Court, including:

originating applications;

notices of application;

affidavits;

reports of a Court Officer;

briefs of law;

books of authorities;

draft orders;

fiats; and

issued orders;

"Court Officer" means the receiver, monitor or proposed trustee appointed by or reporting to the Court in this proceeding;

"Creditor List" means the list of creditors to be compiled in accordance with the terms of the Implementation Order;

"Email" means electronic mail transmitted to a specified addressee or addressees;

"Email Address List" means the Word Format list provided for in paragraph 23 of this Protocol;

"Hyperlink" means an active link located within an Email message or on a website, by which means an interested person can click to be linked to a document or part of a document on the Case Website;

"Implementation Order" means the order of the Court to which this Protocol is scheduled, and by which this Protocol is implemented;

"PDF Format" means the Portable Document Format compatible with a number of programs, including Adobe Acrobat and Acrobat Reader;

"Protocol" means this Electronic Case Information and Service Protocol;

"Request for Electronic Service" or **"RES"** means a request in the form appended to this Protocol as Appendix 1;

"Request for Facsimile Service" or **"RFS"** means a request in the form appended to this Protocol as Appendix 2;

"Request for Removal from Service List" or **"RFR"** means a request in the form appended to this Protocol as Appendix 3;

"Service List" means the list to be created pursuant to paragraphs 16 to 19 of this Protocol;

"Service List Keeper" means the person(s) appointed to keep the Service List pursuant to paragraph 16 of this Protocol;

"Supplementary Email Address List" has the meaning given to it in paragraph 26(b) of this Protocol;

"Supplementary Service List" has the meaning given to it in paragraph 26(a) of this Protocol;

"URL" means a Uniform Resource Locator which acts as an address for a webpage or Hyperlink;

"Web Host" means that person or persons appointed by the Court Officer for the purposes of hosting and maintaining the Case Website and receiving and posting case information to the Case Website as provided for in the Implementation Order and in this Protocol; and

"Word Format" means a format compatible with Microsoft Word

CASE WEBSITE

The Case Website shall be established in accordance with the Implementation Order.

The Case Website shall be hosted by the Web Host.

The Case Website shall be designed to ensure easy public access thereto and to any documents posted thereon. The Case Website shall be specifically devoted to the posting, organization, storage and display of electronic versions of Court Documents and other related documents as provided for herein.

The Web Host shall post the following categories of documents, as served or to be served:

originating applications;

notices of application;

affidavits, including exhibits, and other material filed by a moving or responding party with respect to an application;

briefs and written arguments filed by any party with respect to an application;

books of authorities (where the Web Host, in its discretion, determines that a book of authorities should be posted);

reports filed by the Court Officer;

orders, fiats, endorsements and judgments;

the current version of the Service List and Email Address List;

the name and Email address of each of the Service List Keeper(s) and the Web Host(s); and

any document that requires dissemination to interested parties, such as summaries of claims processes, proof of claim forms, notices of creditor meetings, plan disclosure statements, plans of reorganization and voting letters, as requested by a party or the Court Officer.

Documents that have been sealed by Court order and documents in respect of which sealing orders have been or are being requested shall not be posted on the Case Website.

The Web Host may post other case-related information to the Case Website in its discretion. Nothing in this Protocol shall affect any requirements set out in any legislation or regulations with respect to the posting of documents to a website by the Court Officer.

To the extent practicable, the Web Host shall post links to foreign proceedings related to this proceeding on the Case Website.

If the Web Host is uncertain whether a document should be posted on the Case Website, the Web Host may seek directions from the Court.

Any party intending to bring an application in this proceeding shall, if reasonably practicable, provide an electronic copy of Court Documents to be served to the Web Host for posting on the Case Website prior to service to facilitate service by use of Hyperlink.

The Web Host shall use its best efforts to post documents provided to it by a party to these proceedings in PDF Format on the Case Website as soon as practicable.

The Web Host shall maintain the Case Website for a period of at least six months after the earlier of the completion of this proceeding or the discharge of the Court Officer.

The Web Host is entitled to charge for the time spent maintaining the Case Website at its usual hourly rates. No additional charges or fees may be claimed with respect to the establishment and maintenance of the Case Website.

The Web Host shall use its best efforts to maintain the Case Website in a current and complete state. In addition to any other protection that may be available to the Web Host by statute or court order the Web Host shall incur no liability or obligation in carrying out the provisions of this Protocol and, in particular, with respect to the creation and maintenance of the Case Website, except as a result of any gross negligence or wilful misconduct on the part of the Web Host.

SERVICE LIST

Prior to serving notice of the Implementation Order, the Court Officer shall designate and identify, in conjunction with service thereof, a person or persons who shall be responsible for keeping the Service List in this proceeding (the "**Service List Keeper**").

Following service of the Implementation Order, the Service List Keeper shall prepare the initial Service List for this proceeding, which shall include:

counsel for the applicant in the proceeding;

the Court Officer appointed in the matter and counsel for the Court Officer; and

counsel for any party who appeared at the application giving rise to the Implementation Order.

Thereafter, the Service List Keeper shall add to the Service List in a timely manner:

any person completing and delivering to the Service List Keeper a Request for Electronic Service (or RES) in the form contained in Appendix 1;

any person (other than legal counsel, who are required to receive service by Email) completing and delivering to the Service List Keeper a Request for Facsimile Service (or RFS) in the form contained in Appendix 2, in which they certify that they do not have access to Email; and

any other person as the Court may order.

The Service List shall list names, addresses, Email addresses, facsimile numbers (where permitted pursuant to this Protocol) and telephone numbers (if available) of the persons thereon.

Upon adding a person to the Service List, the Service List Keeper shall send an Email (or where permitted, facsimile) message to that person identifying themselves as the Service List Keeper and advising that:

the person has been placed upon the Service List,

Court Documents will be validly served upon the person by Email (or where permitted, facsimile); and

any person on the Service List may serve Court Documents on any other person on the Service List in accordance with this Protocol.

Any person on the Service List may request in writing that the Service List Keeper remove that person by delivering a Request for Removal from Service List (or RFR) in the form contained in Appendix 3. Upon receipt of any such request, the Service List Keeper shall comply with the request. Subject to order of the Court, upon removal, any such person will no longer be entitled to service of documents or notice of further proceedings.

Those persons who are interested in monitoring a proceeding but are not required to be served with Court Documents are not to be placed on the Service List. Such persons should monitor this proceeding by accessing the Case Website.

In addition to the Service List, the Service List Keeper shall create and maintain a document, capable of being copied in Word Format, which contains the up to date Email addresses of all persons on the Service List (the "**Email Address List**"). The purpose of the Email Address List is to allow persons on the Service List to copy and paste the Email addresses of the persons listed on the Service List

into Emails for the purpose of serving Court Documents. This process is designed to avoid service of Court Documents using out of date or inaccurate Service Lists, and to discourage the undesirable practice of serving Court Documents by a "reply to all" on a previous Email.

The Service List Keeper shall, on a timely and periodic basis, provide an updated copy of the Service List and of the Email Address List to the Web Host for posting on the Case Website.

The Service List Keeper shall use its best efforts to maintain the Service List and Email Address List in a current and accurate state. In addition to any other protection that may be available to the Service List Keeper by reason of statute or court order, the Service List Keeper shall incur no liability in carrying out the provisions of this Protocol and, in particular, with respect to the creation or maintenance of the Service List and Email Address List, except for any gross negligence or wilful misconduct on its part.

During the course of this proceeding, certain applications may require service of Court Documents on respondents with an interest in that particular application only (for example, service on lien claimants with an interest only in a specific property which is the subject of a proposed sale approval and vesting order). In such circumstances:

the party bringing the application shall prepare a service list identifying only the respondents that the applicant is required to serve or otherwise wishes to serve (a "**Supplementary Service List**");

the party bringing the application shall prepare an Email address list corresponding to the Supplementary Service List (a "**Supplementary Email Address List**");

the body of the original service Email shall note that the entire Service List has not been served;

the party bringing the application shall append the Supplementary Service List and Supplementary Email Address List to the original service Email; and

the affidavit of service with respect to that application shall include the Supplementary Service List.

SERVICE OF DOCUMENTS

Unless otherwise ordered by the Court, and except as provided herein, Email shall be the required mechanism to serve Court Documents on those persons referenced on the Service List.

All Court Documents shall be served by Email by way of a PDF Format file attached to, or by Hyperlink to such Court Document(s) embedded in, a service Email.

Any party wishing to serve a Court Document in this proceeding shall serve them upon the recipients listed in the current the Email Address List posted on the Case Website, as well as any recipients listed in the Service List entitled to service other than by e-mail pursuant to this Protocol. If possible, the serving party shall first make enquiries of the Service List Keeper to determine if the Service List Keeper is aware of any person who has filed a request to be added to the Service List or the Email Address List who has not yet been added.

Originating Applications, Notices of Application and any other document specified by court order shall be appended in PDF Format to the service Email.

All other documents shall, unless it is impracticable to do so by reason of time constraints or otherwise, be served by way of a Hyperlink embedded in the service Email, in accordance with the following:

Any party filing material with the Court in these proceedings may request that the Web Host post documents (including Court Documents) to the Case Website. Any such document shall be provided in PDF Format. The Web Host shall post such documents as soon as practicable. The Web Host shall retain the discretion to refuse documents which do not appear to comply with the requirements of this Protocol. The Web Host shall inform the party providing documents immediately upon posting, and provide Hyperlink information for each such document.

Where a party is serving more than one document by Email by way of Hyperlink, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served.

A service Email shall:

clearly state in the subject line of the Email:

notification that a Court Document is being served;

a recognizable short form name of this proceeding; and

the nature of this proceeding or the order being served;

identify the document(s) being served and:

where the document(s) is/are attached, so indicate, with the identified documents attached in PDF Format with identifying filenames;

where the document(s) is/are being served by Hyperlink, so indicate and link the document(s) by Hyperlink to the Case Website. Where a party is serving more than one document in this manner, the service Email shall specify each document being served and shall include a separate Hyperlink for each such document being served;

identify the party serving the Court Document; and

provide the date of the proceeding and any other specific information with respect to the proceeding such as, for example, a specific commencement time or court location if known, in substantial accordance with format set forth in Appendix 4.

Where service by facsimile is authorized:

the transmission shall contain a copy of the service Email and of any document attached thereto;

the facsimile cover sheet shall contain the following notation:

You are being served by fax with court documents, pursuant to the Order of the Court of Queen's Bench for Saskatchewan made <insert date> and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order at the Case Website, and this transmission and reference to that document constitutes service of that Order upon you.

Particulars of the documents to be served and other information related to the associated Court matter are contained in the message following.

Please note that documents referenced in the following message but which are not attached to this transmission may be viewed at the Case Website located at <insert a list of documents and the URL for each document>.

Upon serving documents not already posted on the Case Website, the serving party shall immediately send an electronic copy of each to the Web Host, with a request to post the documents.

If a serving party receives notification of an Email or facsimile transmission failure, they shall make reasonable efforts to ensure that successful transmission of the Court Document occurs or that the Court Documents and related information come to the attention of the intended recipient or his or her firm.

Even though a Court Document has been served in accordance with this Protocol, a person may show that the Court Document:

did not come to the person's notice;

came to the person's notice later than when it was served or effectively served; or

was incomplete or illegible.

Each party serving a Court Document in accordance with this Protocol shall prepare an affidavit of service containing the particulars of the service including the Service List served, the Email addresses to which Court Documents were sent and the time of the Emailing. A copy of the affidavit of service shall be filed with the Court.

Where, by the nature of the matter before the Court, it is appropriate to serve persons that are not on the Service List, any Court Document may be served as follows:

if the person is listed on the Creditor List, by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such person at their respective addresses as last shown on the Creditor List, in which case service shall be deemed to have been effected if sent by personal delivery, on the date of delivery; if sent by courier, facsimile or other electronic transmission, on the next business day following the date of forwarding thereof; or if sent by prepaid ordinary mail, on the seventh day after mailing;

if the person is not listed on the Creditor List, by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such persons at their respective addresses as last shown on the records of the applicant or the Court Officer or as otherwise publicly available; and

otherwise, by service effected in accordance with *The Court of Queen's Bench Rules*.

APPENDIX 1

REQUEST FOR ELECTRONIC SERVICE ("RES")

Please refer to important notes below.

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
In Bankruptcy and Insolvency	
In the Matter of the	
<input type="checkbox"/> CCAA <input checked="" type="checkbox"/> Receivership <input type="checkbox"/> BIA Proposal <input type="checkbox"/> Other _____	
of:	
Tyler Smith, Pamela Smith, Smith Northern Ranching and 101197829 Saskatchewan Ltd. (collectively, the "Debtors")	
< www.insolvencies.deloitte.ca/ca-en/smithnothernranching >	
Legal Counsel to Person listed below: (please provide firm name, lawyer's name, address and Email address) Please indicate your preference (by checking applicable box below): <input type="checkbox"/> Serve counsel only <input type="checkbox"/> Serve counsel & person listed below	Law Firm Name: _____ Lawyer Name: _____ Address: _____ _____ Email address: _____
Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Debtor)	Name: _____ Address: _____ _____ Email address: _____
Date: (insert current date)	Date: _____

I acknowledge having read the Saskatchewan Court of Queen's Bench Electronic Case Information and Service Protocol. I hereby request to be placed on the Service List. By so doing, I agree that the person(s) named above that each accepts service by electronic means in this matter and will be bound by that service:

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO *<insert name of Service List Keeper here>*: *<Email address>* | 306-xxx-xxxx

IMPORTANT NOTES

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at *.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RES form, you hereby agree that that you and any other person referenced herein accepts service by facsimile transmission as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RES constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 2

REQUEST FOR FACSIMILE SERVICE ("RFS")

(only available to parties not having access to Email)

Please refer to important notes below.

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
In Bankruptcy and Insolvency	
In the Matter of the	
<input type="checkbox"/> CCAA <input checked="" type="checkbox"/> Receivership <input type="checkbox"/> BIA Proposal <input type="checkbox"/> Other _____	
of:	
Tyler Smith, Pamela Smith, Smith Northern Ranching and 101197829 Saskatchewan Ltd. (collectively, the "Debtors")	
< www.insolvencies.deloitte.ca/ca-en/smithnothernranching >	
Name of Person requesting Service: (please provide full legal name, address, Email address and describe legal relationship to the Debtor)	Name: _____ Address: _____ _____ Facsimile number: _____
Date: (insert current date)	Date: _____

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

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

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

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO <insert name of Service List Keeper here>: 306-xxx-xxxx

IMPORTANT NOTES:

1. The Service List is intended to provide a timely and efficient method for effecting service in bankruptcy and insolvency in accordance with the Electronic Case Information and Service Protocol, a copy of which has been posted at *.
2. Persons interested solely in monitoring the proceedings should do so by reference to the Case Website noted above and should not request to be placed on the Service List.
3. By filing this RFS form, you hereby agree that you accept service by facsimile transmission as the sole means of service and will be bound by that service.
4. Parties residing outside of Saskatchewan should consider whether, based on substantive law, the delivery of an RFS constitutes an attornment to the Saskatchewan proceedings.

APPENDIX 3

REQUEST FOR REMOVAL FROM SERVICE LIST ("RFR")

Please refer to important notes below.

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN	
In Bankruptcy and Insolvency	
In the Matter of the	
<input type="checkbox"/> CCAA <input checked="" type="checkbox"/> Receivership <input type="checkbox"/> BIA Proposal <input type="checkbox"/> Other _____	
of:	
Tyler Smith, Pamela Smith, Smith Northern Ranching and 101197829 Saskatchewan Ltd. (collectively, the "Debtors")	
< www.insolvencies.deloitte.ca/ca-en/smithnothernranching >	
Name of Person or Counsel requesting Removal from Service List: (please provide full legal name, address, Email address (or facsimile number))	Name: _____ Address: _____ _____ Email address: _____
Date: (insert current date)	Date: _____

I wish to opt out of all further notice of these proceedings, and hereby request to be removed from the Service List.

I understand and acknowledge that delivery of this request to any party to this proceeding relieves all parties to this proceeding from any requirement to provide further notice of any steps in these proceedings to me.

I hereby represent that I am the person named above or have authority to deliver this request on behalf of such person.

Name and Position of Person Making Request

PLEASE RETURN SIGNED COPY OF FORM TO <insert name of Service List Keeper here> <insert Email address of Service List Keeper here> 306-xxx-xxxx

APPENDIX 4

FORMAT FOR SERVICE EMAILS

TO: <Email addresses of parties to be served>
FROM: <Email address of party serving documents>
SUBJECT: Service of Court Documents - QB No. * of * (<Name of Judicial Centre>) - <Nature of Proceeding or Order Being Served>
ATTACHMENTS: <Documents Attached to Email>

You are hereby served with the Court Documents referenced below by <Name of Counsel> of <Name of Firm>, legal counsel for <Name of Party Represented> <Email address for service of counsel serving>.

The following Court Documents for service are attached to this Email:

<u>Name of Document</u>	<u>Filename</u>
<enumerated list of documents and filenames>	

The following Court Documents for service are posted on the Case Website and can be accessed by way of the links embedded in the filenames below:

<u>Name of Document</u>
<enumerated list of documents with embedded Hyperlinks>

[If required] This matter will be heard on <day>, <date> at <time> before <Justice of the Court if known> at the courthouse at <City>, located at <address>.

This Email is effecting service of court documents pursuant to the Order of the Court of Queen's Bench made <insert date > and in particular, the provisions of paragraphs <insert paragraph numbers> thereof. You may view that Order by clicking <here (with embedded link)>, and this Email constitutes service of that order upon you.

You are receiving this Email because you have filed a request for service of documents in this proceeding with <Name of Service List Keeper>. If you do not wish further notice of these proceedings (which includes service of all court documents) you may contact <Name of Service List Keeper> at <Email address with embedded link>, and ask to be removed.

SCHEDULE "D"

Lands

Surface Parcel # 133728509
Reference Land Description: NE 32-44-3 W3
As described on Certificate of Title 73PA09969

Surface Parcel # 133688188
Reference Land Description: SE 32-44-3 W3
As described on Certificate of Title 73PA09969

Surface Parcel # 133728521
Reference Land Description: NW 33-44-3 W3
As described on Certificate of Title 73PA09969

Surface Parcel # 133728497
Reference Land Description: NW 32-44-3 W3
As described on Certificate of Title 73PA09968

Surface Parcel # 133729847
Reference Land Description: SW 20-45-3 W3 (bins/feedlot)
As described on Certificate of Title 73PA09968A

Surface Parcel # 133867233
Reference Land Description: SE 14-47-26 W2
As described on Certificate of Title 97PA02475

Surface Parcel # 133867176
Reference Land Description: NW 12-47-26 W2
As described on Certificate of Title 97PA02475A

Surface Parcel # 133867165
Reference Land Description: SW 12-47-26 W2
As described on Certificate of Title 97PA02475A

Surface Parcel # 133688346
Reference Land Description: SE 20-45-3 W3 (HQ)
As described on Certificate of Title 73PA09968A

Exhibit B – Fees and Disbursements of the Receiver

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

SUMMARY OF RECEIVER FEES AND DISBURSEMENTS

Date	Invoice #	Fees	Disbursements	GST	Total	Hours
5-Jan-21	8001540388	\$ 51,922	\$ 1,514	\$ 2,672	\$ 56,108	125.1
Total		\$ 51,922	\$ 1,514	\$ 2,672	\$ 56,108	125.1



Invoice 8001540388

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: January 05, 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 November 3, 2020 to December 31, 2020:

B. Warga - Partner (57.4 hrs): 27,552.00
J. Fritz - Senior Manager (61.0 hrs): 22,875.00
T. Dew - Senior Associate (5.5 hrs): 1,375.00
A. Keene - Technician (1.2 hrs): 120.00
Total (125.1 hrs): 51,922.00

GST applicable 51,922.00

Expense

Travel

GST applicable 1,514.08

Sales Tax

GST at 5.00 % 2,671.80

Total Amount Due (CAD) 56,107.88

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: 8001540388**

Date	Name	Hours	Total	Description
3-Nov-20	Warga, Brent	1.2	576.00	Review of draft Receivership Order and comments on same.
4-Nov-20	Warga, Brent	0.8	384.00	Various e-mail correspondence with D. Gerecke re: Smiths.
5-Nov-20	Warga, Brent	0.8	384.00	Review of draft Kumar affidavit.
16-Nov-20	Warga, Brent	0.8	384.00	Call with BMO and J. Gabrysh re: Smiths and November 19, 2020 Court Hearing.
18-Nov-20	Warga, Brent	0.6	288.00	Call with D. Gerecke re: Smiths
19-Nov-20	Warga, Brent	2.2	1,056.00	Attendance via phone on Court call; call with M. Kumar and D. Gerecke re: path forward.
26-Nov-20	Warga, Brent	0.8	384.00	Review of various e-mail correspondence re: file matters.
27-Nov-20	Warga, Brent	1.2	576.00	Review of various e-mail correspondence; review of Court materials.
12/1/2020	Fritz, John	7.0	2,625.00	Travel to and attendance at Smith Northern Ranching yardsite re: Receivership appointment; meeting with Principals and Receiver's agent; correspondence with Principals re: Summary of Information requests.
12/1/2020	Warga, Brent	7.0	3,360.00	Attendance at Court Hearing; travel to Smiths' yardsite (Saskatoon to Duck Lake); initial receivership procedures and meeting with Smiths.
12/2/2020	Keene, Ashley	1.1	110.00	Website creation.
12/2/2020	Fritz, John	11.0	4,125.00	Travel to and attendance at Smith Northern Ranching; meeting with Principal's and reviewing information requests; asset confirmation and review; direction to Receiver's Agent; correspondence with Principals re: Summary of Information requests.
12/2/2020	Warga, Brent	11.0	5,280.00	On-site receivership proceedings; inventory counts; direction to Agent; call with M. Kumar; meetings with the Smiths; call with Smith's advisors.
12/3/2020	Fritz, John	4.5	1,687.50	Travel to and attendance at Smith Northern Ranching; direction to the Receiver's Agent; meeting with Principals re: information requests and ongoing operations; asset confirmation and review.
12/3/2020	Warga, Brent	4.5	2,160.00	Attendance on-site at yardsite to count custom fed cattle; meeting with P. Smith; meeting with J. Gabrysh; travel from Duck Lake to Saskatoon.
12/4/2020	Dew, Todd	1.5	375.00	Trust accounting and file set-up.
12/4/2020	Fritz, John	1.5	562.50	Call and correspondence with Principals re: operations and information requests; calls to Richardson Pioneer re: Smith Northern Ranching grain inventory.
12/4/2020	Warga, Brent	2.6	1,248.00	Call with Smiths and their advisor re: sale options; drafting of Notice and Statement of the Receiver; calls with Richardson Pioneer.
12/5/2020	Fritz, John	0.7	262.50	Custom cattle and grain inventory matters; correspondence to the Receiver's counsel re: grain sales process.
12/6/2020	Warga, Brent	1.3	624.00	Updates to creditor list; review and finalization of Notice and Statement of the Receiver.
12/7/2020	Keene, Ashley	0.1	10.00	Website update.
12/7/2020	Dew, Todd	1.3	325.00	Update creditor listing; preparation of creditor mailing.
12/7/2020	Fritz, John	2.7	1,012.50	Correspondence with Richardson Pioneer re: grain Inventory; custom cattle contact call and correspondence; Principal correspondence re: contractors and cattle inventory; statutory reporting matters.
12/7/2020	Warga, Brent	2.6	1,248.00	Call with Richardson Pioneer; call with G. Horton re: cattle; e-mail correspondence to/from Smiths and their advisors; review of Notice and Statement of the Receiver.
12/8/2020	Dew, Todd	1.5	375.00	Mailing to creditors.
12/8/2020	Fritz, John	3.1	1,162.50	Correspondence with management re: custom cattle, and ongoing operations; correspondence with incumbent insurance broker re: current coverage; correspondence with legal counsel re: grain inventory; finalize statutory reporting and direction to T. Dew.
12/8/2020	Warga, Brent	1.6	768.00	Review of various e-mail correspondence re: file matters; call with J. Fritz re: same; review and finalization of Notice and Statement of the Receiver.
12/9/2020	Fritz, John	3.4	1,275.00	Call with Principal re: operational matters, ongoing contractors, and information requests; correspondence with Receiver's counsel and counsel to Richardson Pioneer re: grain inventory; compilation of operational and inventory information.
12/9/2020	Warga, Brent	1.3	624.00	Review of various e-mail correspondence to/from MLT Aikins re: grain; review of e-mail correspondence from J. Gabrysh.
12/10/2020	Fritz, John	2.9	1,087.50	Insurance matters and correspondence/calls with incumbent broker; calls and correspondence with Principal re: operational and realization matters; correspondence with counsel to Richardson Pioneer; appraisal correspondence.
12/10/2020	Warga, Brent	2.2	1,056.00	E-mail correspondence with D. Yaremko re: file matters; call and e-mail correspondence with J. Fritz re: file matters; e-mail correspondence with BMO re: borrowing facility.
12/11/2020	Fritz, John	1.9	712.50	Insurance correspondence re: incumbent policy; correspondence with Principal re: grain and custom cattle matters; additional equipment appraisals.
12/11/2020	Warga, Brent	2.1	1,008.00	Review of various e-mail correspondence re: file matters; call with D. Yaremko re: property listing; e-mail correspondence with M. Kumar.
12/12/2020	Fritz, John	1.7	637.50	Review of correspondence from Agent; compilation of inventory data; questions to Agent; correspondence with counsel re: asset sales.
12/14/2020	Fritz, John	5.4	2,025.00	Creditor and supplier calls re: ongoing service; calls and correspondence with Principals re: operational and sales matters; correspondence from counsel to Richardson and the Receiver's counsel re: grain contract matters.
12/14/2020	Warga, Brent	2.7	1,296.00	Call with Smiths and D. Yaremko re: file matters; review of Richardson correspondence; calls with J. Fritz re: same.
12/15/2020	Fritz, John	1.9	712.50	Supplier calls and correspondence re: ongoing operations; correspondence with counsel re: asset sale matters; correspondence and calls with Principals re: asset and operational items.
12/15/2020	Warga, Brent	1.2	576.00	Review of various e-mail correspondence re: grain inventories; e-mail correspondence to MLT Aikins re: PPSA notices from BMO.
12/16/2020	Dew, Todd	0.3	75.00	Email to SaskPower to open new accounts.
12/16/2020	Fritz, John	2.1	787.50	Correspondence with Principals re: operational matters; correspondence and telephone conversation with counsel to Richardson Pioneer re: grain.
12/16/2020	Warga, Brent	1.6	768.00	Call with legal counsel to Richardson; e-mail correspondence with J. Gabrysh; discussion of file matters with J. Fritz; review of e-mail correspondence re: file matters.
12/17/2020	Fritz, John	1.7	637.50	Correspondence with counsel to Richardson Pioneer re: ongoing grain deliveries and accounts owing to the Receiver; call and correspondence with Principals re: grain deliveries and operational matters; review and request for supplier payments.
12/17/2020	Warga, Brent	0.5	240.00	Review of e-mail correspondence re: file matters.
12/18/2020	Dew, Todd	0.6	150.00	Trust accounting and processing of payables.
12/18/2020	Fritz, John	0.9	337.50	Creditor enquiries; correspondence with Principal re: operational matters; correspondence with Receiver's Agent re: operational and equipment inventory matters.
12/21/2020	Fritz, John	3.7	1,387.50	Correspondence with Principals re: pending cattle sales process and operational matters; correspondence with Receiver's Agent re: reporting matters; compilation of asset information; creditor correspondence; correspondence with Richardson's Counsel.
12/21/2020	Warga, Brent	0.5	240.00	Review of various e-mail correspondence from MLT Aikins and J. Fritz re: file matters and Court hearing.
12/22/2020	Dew, Todd	0.3	75.00	Trust accounting.

**TYLER SMITH, PAMELA SMITH, SMITH NOTHERN RANCHING, AND 101197829 SASKATCHEWAN LTD.
RECEIVERSHIP TIME SUMMARY
INVOICE NO: 8001540388**

Date	Name	Hours	Total	Description
12/22/2020	Fritz, John	2.2	825.00	Call and correspondence with Principals re: cattle and grain realization process; operational matters; calls and correspondence with the Receiver's Agent re: capital assets; creditor enquiries.
12/22/2020	Warga, Brent	0.5	240.00	Discussions with J. Fritz re: file matters.
12/23/2020	Fritz, John	1.9	712.50	Correspondence with Counsel re: pending hearing; correspondence with Principals re: operational and asset matters; creditor enquiries; correspondence/calls with equipment dealers re: consignment equipment; review of Agent's materials and correspondence.
12/23/2020	Warga, Brent	0.3	144.00	Review of various e-mail correspondence.
12/28/2020	Fritz, John	0.4	150.00	Correspondence to counsel for Richardson Pioneer re: grain sale matters; correspondence to Receiver's Agent re: equipment listing.
12/28/2020	Warga, Brent	2.3	1,104.00	Review of various e-mail correspondence; drafting of First Report.
12/29/2020	Fritz, John	0.4	150.00	Correspondence with Principals re: cattle sale matters.
12/29/2020	Warga, Brent	3.2	1,536.00	Drafting of First Report.
Total		125.1	\$ 51,922.00	

Exhibit C – 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

Date	Invoice #	Fees	Disbursements	GST	PST	Total	Hours
31-Dec-20	6174046	\$ 11,300	\$ 54	\$ 568	\$ 678	\$ 12,600	19.8
Total		\$ 11,300	\$ 54	\$ 568	\$ 678	\$ 12,600	19.8

December 31, 2020
Invoice #6174046**INVOICE****Deloitte Restructuring Inc.**
2300, 360 Main Street
Winnipeg, MB R3C 3Z3
Brent Warga**TO PROFESSIONAL SERVICES RENDERED TO AND INCLUDING 12/30/20 AS FOLLOWS****RE: Tyler Smith & Pamela Smith**
FILE: 0056074-00016

Date	Initials	Hours	Narrative
Nov 10/2020	JML	0.50	Reviewing draft court application materials in detail
Nov 10/2020	PDO	1.20	Telephone attendance on B. Warga and J. Fritz; preparing proposed revisions to form of Receivership Order
Nov 10/2020	JML	0.20	Reviewing Draft Receivership Order
Nov 10/2020	JML	0.60	Telephone attendance on B. Warga and J. Fritz regarding Draft Receivership Order and November 19 receivership application
Nov 12/2020	PDO	0.10	Reviewing correspondence with B. Warga; reviewing correspondence with counsel for BMO
Nov 13/2020	PDO	0.20	Correspondence with counsel for BMO
Nov 13/2020	JML	0.40	Attending to provide comments on Draft Receivership Order
Nov 14/2020	PDO	0.30	Reviewing materials served on behalf of BMO in support of its application for a Receivership Order
Nov 15/2020	JML	0.20	Attending to file administration matters
Nov 15/2020	PDO	0.10	Reviewing correspondence with B. Warga
Nov 15/2020	JML	0.30	Giving instructions to appear in Court on November 19 on behalf of proposed receiver at hearing of receivership application
Nov 15/2020	JML	0.20	Giving instructions to appear at November 19 court hearing and to communicate with BMO counsel to that effect and follow up correspondence to B. Warga and J. Fritz

Date	Initials	Hours	Narrative
Nov 16/2020	MC	0.60	Reviewing receivership application materials in advance of hearing; correspondence to counsel for BMO on same
Nov 16/2020	JML	0.10	Reviewing correspondence from B. Warga regarding plans for November 19 court hearing
Nov 17/2020	PDO	0.10	Reviewing correspondence from counsel for BMO
Nov 18/2020	JML	0.10	Reviewing correspondence from D. Gerecke and R. Thornton regarding November 19 receivership application
Nov 18/2020	PDO	0.30	Reviewing correspondence with counsel for BMO; reviewing materials served on behalf of Debtors
Nov 18/2020	MC	1.50	Reviewing correspondence from counsel for BMO regarding receivership application; correspondence to B. Warga and J. Fritz on same; correspondence to counsel for BMO on same; reviewing affidavits and application materials filed in advance of application
Nov 18/2020	JML	0.10	Reviewing status of November 19 receivership application
Nov 18/2020	JML	0.10	Reviewing correspondence from D. Gerecke regarding conduct of November 19 receivership application
Nov 18/2020	JML	0.20	Reviewing Affidavit of T. Smith and Affidavit of P. Smith
Nov 19/2020	MC	1.20	Reviewing briefs of law in advance of application; attending receivership application
Nov 19/2020	JML	0.10	Reviewing outcome of November 19 hearing of receivership application
Nov 26/2020	PDO	0.60	Reviewing correspondence from borrowers' counsel and counsel for BMO; telephone attendance on B. Warga and J. Fritz
Nov 26/2020	JML	0.30	Reviewing correspondence from B. Thornton regarding receivership order and from D. Gerecke and prepare follow up correspondence to B. Warga and J. Fritz
Nov 26/2020	JML	0.10	Reviewing correspondence from B. Warga regarding response to suggested edits to the Order proposed by B. Thornton
Nov 26/2020	MC	0.80	Telephone attendance with B. Warga and J. Fritz regarding proposed revisions to receivership order; drafting correspondence to counsel on same
Nov 26/2020	JML	0.40	Telephone attendance on B. Warga and J. Fritz regarding proposed edits to draft receivership order

Date	Initials	Hours	Narrative
Nov 26/2020	JML	0.20	Revising and finalizing draft e-mail correspondence to R. Thornton and D. Gerecke
Nov 27/2020	PDO	0.50	Correspondence with counsel for BMO; telephone attendance on BMO, counsel for BMO, B. Warga, and J. Fritz
Nov 27/2020	JML	0.20	Correspondence to D. Gerecke providing response of Deloitte Restructuring Inc. to proposed edits to receivership order put forward by R. Thornton
Nov 27/2020	JML	0.10	Reviewing correspondence from D. Gerecke to R. Thornton regarding proposed revisions to receivership order
Nov 27/2020	JML	0.10	Reviewing correspondence from D. Gerecke regarding proposed conference call and prepare reply correspondence
Nov 27/2020	JML	0.20	Reviewing correspondence from D. Gerecke regarding steps to obtain same day issuance of court order and prepare detailed reply correspondence
Nov 27/2020	JML	0.40	Telephone attendance on BMO, Proposed Receiver and counsel regarding December 1 receivership application hearing before Mr. Justice Smith
Nov 27/2020	JML	0.10	Reviewing correspondence from R. Thornton regarding proposed edits to draft receivership order
Nov 27/2020	JML	0.10	Reviewing correspondence from D. Gerecke to R. Thornton regarding proposed edit to draft receivership order
Nov 27/2020	JML	0.10	Reviewing correspondence from B. Warga regarding further edits to draft receivership order and prepare reply correspondence
Nov 27/2020	JML	0.10	Reviewing correspondence from D. Gerecke regarding revised Receivership Order for December 1 hearing of BMO receivership application
Nov 30/2020	PDO	0.10	Reviewing correspondence from borrowers' counsel; reviewing correspondence from counsel for BMO
Nov 30/2020	JML	0.20	Reviewing correspondence from R. Thornton regarding December 1 hearing and prepare follow up correspondence to D. Gerecke requesting particulars for telephone attendance at December 1 hearing
Nov 30/2020	JML	0.10	Reviewing correspondence from D. Gerecke regarding dial in particulars for December 1 court application

Date	Initials	Hours	Narrative
Dec 01/2020	JML	0.10	Reviewing correspondence from B. Warga regarding plans to travel to Debtors' farm on December 1
Dec 01/2020	JML	0.60	Court appearance on Bank of Montreal receivership application
Dec 01/2020	JML	0.10	Reviewing issued Receivership Order
Dec 03/2020	JML	0.10	Reviewing correspondence from CNH Industrial Capital
Dec 03/2020	PDO	0.10	Reviewing correspondence from counsel for BMO; reviewing correspondence from counsel for CCGA
Dec 03/2020	JML	0.20	Reviewing correspondence from counsel for AAFC to counsel for BMO and review reply correspondence and prepare follow up correspondence to B. Warga and J. Fritz
Dec 03/2020	JML	0.10	Reviewing correspondence from counsel to AAFC regarding priority issues and prepare follow up correspondence to B. Warga and J. Fritz
Dec 04/2020	JML	0.10	Reviewing correspondence from counsel for BMO regarding Case Website and prepare follow up correspondence to B. Warga and J. Fritz regarding same
Dec 07/2020	JML	0.20	Reviewing correspondence from J. Fritz regarding potential discussions with Richardson Pioneer on potential disclaimer of grain purchase contracts
Dec 08/2020	JML	0.10	Reviewing Section 245 Notice and Statement of the Receiver
Dec 09/2020	JML	0.30	Reviewing correspondence from J. Fritz regarding proposed correspondence to counsel for Richardson regarding grain contracts and prepare and circulate proposed edits to same
Dec 09/2020	JML	0.30	Reviewing correspondence from various creditors with Demands For Notice requesting to be added to Service List
Dec 09/2020	JML	0.20	Giving instructions to update Service List
Dec 10/2020	JML	0.10	Reviewing correspondence from D. Gerecke regarding maintenance of Service List and prepare reply correspondence
Dec 10/2020	JML	0.20	Reviewing correspondence from J. Kroczyнки and proposed reply from J. Fritz and provide comments on same
Dec 10/2020	JML	0.10	Reviewing correspondence from D. Gerecke inquiring as to necessity of Demand For Notice from BMO and prepare reply correspondence
Dec 14/2020	JML	0.40	Reviewing correspondence from J. Fritz regarding potential need for

Date	Initials	Hours	Narrative
			sale of "at risk" grain stored off site and prepare recommendations regarding options available to receiver to address same
Dec 14/2020	PDO	0.10	Reviewing correspondence with J. Fritz
Dec 14/2020	JML	0.10	Reviewing correspondence from M. Sawatzky, counsel to John Deere Financial, regarding indebtedness owed to John Deere Financial by debtors
Dec 14/2020	JML	0.10	Reviewing correspondence from J. Kroczyński regarding Demand For Notice
Dec 14/2020	JML	0.20	Reviewing correspondence from L. Finnegan of BMO Equipment Finance and prepare reply correspondence
Dec 15/2020	JML	0.20	Reviewing and provide comments on draft e-mail correspondence to counsel for Richardson Pioneer regarding grain sales
Dec 15/2020	JML	0.20	Reviewing correspondence from D. Gerecke regarding service of statutory notices on behalf of BMO Transportation Finance and prepare reply correspondence and follow up correspondence to B. Warga and J. Fritz
Dec 15/2020	JML	0.20	Reviewing correspondence from B. Warga confirming instructions and prepare reply correspondence and follow up correspondence to D. Gerecke
Dec 15/2020	JML	0.10	Reviewing correspondence from Saskatchewan Crop Insurance Corporation regarding Demand For Notice
Dec 16/2020	JML	0.10	Reviewing correspondence from J. Fritz regarding proposed response to counsel for Richardson Pioneer and provide comments on same
Dec 17/2020	JML	0.10	Reviewing correspondence from Lake Country Co-op Regarding Demand For Notice
Dec 17/2020	JML	0.10	Reviewing correspondence from J. Lavoie Harding regarding Demand For Notice on behalf of CNH
Dec 18/2020	JML	0.10	Reviewing correspondence from J. Fritz to counsel for Richardson Pioneer regarding delivery of grain inventory
Dec 21/2020	JML	0.10	Reviewing correspondence from B. Warga regarding status of response to Kubota Canada Ltd. and prepare reply correspondence
Dec 21/2020	JML	0.10	Reviewing correspondence from J. Fritz to counsel for Richardson Pioneer regarding status of grain deliveries and proposed sales

Date	Initials	Hours	Narrative
Dec 21/2020	JML	0.10	Reviewing correspondence from P. Abrametz regarding Demand For Notice
Dec 21/2020	JML	0.10	Reviewing correspondence from J. Fritz regarding potential hearing dates for court applications and prepare reply correspondence regarding same
Dec 22/2020	JML	0.10	Reviewing correspondence from M. Sparrowhawk regarding Redhead Equipment Demand For Notice and giving instructions to update Service List
Dec 23/2020	JML	0.10	Reviewing correspondence from D. Nadane regarding Demand For Notice and give instructions to update Service List accordingly
Dec 23/2020	JML	0.10	Reviewing correspondence from D. Jacobsen regarding Demand For Notice
Dec 23/2020	PDO	0.20	Correspondence to Local Registrar; correspondence with J. Fritz
Dec 24/2020	PDO	0.10	Correspondence with J. Fritz; correspondence with Court of Queen's Bench Local Registrar
Dec 28/2020	JML	0.10	Reviewing correspondence from New Vision Agro and give instructions to update Service List
Dec 28/2020	JML	0.10	Reviewing correspondence from Glenmor Equipment LP and giving instructions to update Service List
Dec 28/2020	JML	0.10	Reviewing correspondence from K. Brower regarding scheduling of hearing for Sale Approval and Vesting Order
Dec 28/2020	JML	0.10	Correspondence to third party requesting copy of application record
Dec 28/2020	JML	0.10	Reviewing correspondence from J. Fritz to J. Kroczyński regarding contract terms and conditions for proposed grain sale

Total Fees: 11,300.00

SUMMARY OF PROFESSIONAL SERVICES

	HOURS	HOURLY RATE	AMOUNT
Marek Coutu	4.10	250.00	1,025.00
Paul D. Olfert	4.00	375.00	1,500.00
Jeffrey M. Lee	11.70	750.00	8,775.00
	<u>19.80</u>		<u>11,300.00</u>

DISBURSEMENTS AND OTHER CHARGES

Imaging Services	9.00
File Administration Fee	45.00
	Total Taxable 54.00
	Sub-Total Disbursements: 54.00

BILL SUMMARY

Total Fees	11,300.00
GST	565.00
SK PST	678.00
Total Disbursements	54.00
GST	2.70
Subtotal	<u>12,599.70</u>
	TOTAL AMOUNT DUE CDN DOLLARS: \$ <u>12,599.70</u>

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.

Exhibit D – Statement of Receipts and Disbursements for the Period December 1, 2020 to January 6, 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 January 6, 2021

	Amount	Notes
Receipts		
Advance from Secured Creditor	\$ 100,000	
Cash on hand	66,826	
Total Receipts	166,826	
Disbursements		
Bank Fees	15	
Contract workers	50,738	
Equipment repairs and maintenance	7,526	
Filing fees	143	
Fuel	16,706	
GST paid on disbursements	1,899	
GST paid on legal fees and disbursements	568	
GST paid on Receiver fees and disbursements	-	1
Insurance	7,454	
Legal fees and disbursements	11,354	
Livestock supplies	3,381	
Miscellaneous	327	
PST paid on disbursements	615	
PST paid on legal fees and disbursements	678	
Receiver fees and disbursements	-	1
Total Disbursements	101,405	
Excess of Receipts over Disbursements - funds held in trust as at January 6, 2021	\$ 65,422	

Notes:

1) Excludes Receiver fees and disbursements of \$53,436.08 (plus GST) to December 31, 2020.