

App. 1

APPENDIX A

[LOGO]

Scharfstein | Gibbings | Walen | Fisher LLP
BARRISTERS & SOLICITORS

200 Princeton Tower –
123-2nd Avenue South,
Saskatoon, Saskatchewan S7K 7E6
Tel 306.653.2838 Fax 306.652.4747
www.scharfsteinlaw.com

Reply to: Samuel W. Edmondson
E-mail: sedmondson@scharfsteinlaw.com

Assistant: Kara Kazmiruk
E-mail: kkazmiruk@scharfsteinlaw.com

January 4, 2018

VIA EMAIL [s.spencer@rslaw.com]

Robertson Stromberg LLP
600, 105-21st Street East
Saskatoon, SK S7K 0B3

Attention: Scott R. Spencer

Dear Sir:

Re: SMI v. Homegrown, et al
Q.B. No. 171 of 2008,
Judicial Centre of Saskatoon
Our File No. 15,160.1

Further to your e-mail of December 28, 2017, a copy of which is attached for your review, we are in agreement with your proposal. Specifically, it is our understanding that terms offered therein, and hereby accepted, are that:

App. 2

1. You will prepare a new Consent Order consistent in form and substance with the Consent Order forwarded in your e-mail on April 13, 2017, except that the new Consent Order will not contain paragraph (c) in relation to costs;
2. We will execute the Consent Order upon receipt, and return it to you;
3. Upon receipt of the executed Consent Order, you will file the Consent Order with the Court for issuance;
4. That the parties agree that CE Design Ltd. is entitled to costs of \$1,000.00 with respect to the application to strike the Borcia Affidavit sworn January 12, 2017, notwithstanding that costs are not addressed in the Consent Order;
5. The agreed costs with respect to the application to strike the Borcia Affidavit are set off against the amount owing by CE Design Ltd. to Saskatchewan Mutual Insurance in relation to the costs order of Justice R.C. Mills, in his Judgment dated January 8, 2008 in Q.B.G. No. 1195 of 2007, Judicial Centre of Saskatoon, such that indebtedness flowing from the order of costs of Justice R.C. Mills of January 8, 2008 is fully satisfied.

Kindly forward the revised Consent Order at your convenience, and we will attend to execution and returning it to you for issuance.

If the foregoing does not comport with your understanding of the proposal made in your December 28,

App. 3

2017 e-mail, I ask that you contact me immediately in writing for clarification.

Yours truly,

SCHARFSTEIN GIBBINGS WALEN FISHER LLP

PER: /s/ Samuel W. Edmondson
SAMUEL W. EDMONDSON

SWE/klk

Enclosures
