

SUPREME COURT
OF NOVA SCOTIA

JAN 14 2025

HALIFAX, N.S.

2024

Hfx. No. 538745

SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985 c. C- 36 as Amended (the "CCAA")

AND IN THE MATTER OF an application of Blue Lobster Capital Limited ("Blue Lobster Capital"), 3284906 Nova Scotia Limited ("328NSL"), 3343533 Nova Scotia Limited ("334NSL") and 4318682 Nova Scotia Limited ("431NSL"), (the "Applicants")

NOTICE OF MOTION

TO: The Service List as set out in Schedule "A" hereto

Motion

The Applicants in this proceeding are applying to a judge for an order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), which, *inter alia*:

- (a) abridges the time for service of the motion and the materials filed in support thereof, and dispensing with further service thereof; and
- (b) grants a Charging Order in relation to debtor-in-possession ("DIP") financing pursuant to the DIP Term Sheet entered between the Applicants and the Royal Bank of Canada ("RBC"), which is attached as **Schedule "B"** to this Application.

Time and place

The motion is to be heard by a judge on 21 January 2025, at The Law Courts, 1815 Upper Water Street, Halifax, Nova Scotia, at 9:30am.

References

The moving party relies on the following legislation:

- (a) The provisions of the CCAA generally, including s. 11 thereof; and

- (a) such further and other grounds as counsel may advise and this Honourable Court may permit.

Evidence

The evidence in support of the motion is as follows:

- (a) Second Report of the Monitor, to be filed; and
- (b) Such further and other evidence as counsel may advise and this Honourable Court may permit.

Possible order against you


You may file an affidavit and a brief, attend the hearing of the motion, and state your position on whether the proposed order should be made. If you do not attend, the judge may grant an order without further notice to you.

Signature

Signed 14 January 2024



DARREN D. O'KEEFE
O'KEEFE & SULLIVAN
Counsel for the Company
80 Elizabeth Avenue, Suite 202
St. John's, NL, A1A 1W7
dokeefe@okeefesullivan.com



MARC DUNNING
BURCHELL WICKWIRE
BRYSON LLP
Local Counsel for the Company
190 - 1801 Hollis Street,
Halifax, NS B3J 3N4
mdunning@bwblp.ca

SCHEDULE "A"
Service List

Name	Contact
<p>Blue Lobster Capital Limited 3284906 Nova Scotia Limited 3343533 Nova Scotia Limited 4318682 Nova Scotia Limited</p> <p>Applicants</p>	<p>Darren O'Keefe, Lawyer for the Applicants O'Keefe Sullivan 80 Elizabeth Avenue, Suite 202 St, John's, NL A1A 1W7 Email: dokeefe@okeefesullivan.com</p> <p>Marc Dunning, Lawyer for the Applicants (Local Counsel) Burchell Wickwire Bryson LLP 1900-1801 Hollis Street Halifax, NS B3J 3N4 Email: mdunning@bwbllp.ca</p>
<p>KSV Restructuring Inc. 220 Bay Street, Suite 1300 Toronto, ON M5J 2W3</p> <p>Monitor</p>	<p>Bobby Kofman Email: bkofman@ksvadvisory.com</p> <p>Mitch Vininsky Email: mvininsky@ksvadvisory.com</p> <p>Sharon Kour, Lawyer for the Monitor Reconstruct LLP 120 Adelaide Street West, Suite 2500 Toronto, ON M5H 1T1 Email: skour@reconllp.com</p>
<p>Royal Bank of Canada 700-1871 Hollis Street Halifax, NS B3J 0C3</p>	<p>Dave Northrup Email: dave.northrup@rbc.com</p> <p>Maurice P. Chiasson, KC Email: mchiasson@stewartmckelvey.com</p> <p>Sara Scott Email: sscott@stewartmckelvey.com</p> <p>Colton Smith Email: csmith@stewartmckelvey.com</p> <p>Stewart McKelvey Queen's Marquee 600-1741 Lower Water Street Halifax, NS B3J 0J2</p>
Name	Contact

<p>Ernst & Young Inc. Benjamin Place 11 Englehart Street, Suite 200 Dieppe, NB E1A 7Y7</p>	<p>Steven J. McLaughlin Email: Steven.J.McLaughlin@parthenon.ey.com</p> <p>Drew MacCormack Email: Drew.Maccormack@parthenon.ey.com</p>
<p>Bank of Nova Scotia 1709 Hollis Street, 6th Floor Halifax, NS B3J 1W1</p>	<p>Stephen Kingston, Recognized Agent McInnes Cooper 1969 Upper Water Street, Suite 1300 Halifax, NS B3J 3R7 Email: stephen.kingston@mcinnescooper.com</p>
<p>Tesla Motors ULC 1325 Lawrence Avenue, East Toronto, ON M3A 1C6</p>	<p>Christopher MacIntyre, Recognized Agent McInnes Cooper 1969 Upper Water Street, Suite 1300 Halifax, NS B3J 3R7 Email: chris.macintyre@mcinnescooper.com</p>
<p>Penske Truck Leasing Canada Inc. / Locations de Camions Penske Canada Inc. 7405 East Danbro Crescent Mississauga, ON L5N 6P8</p>	<p>Robert Eidinger Eidinger & Associates 1350 rue Sherbrooke ouest, suite 320 Montreal, PQ H3G 1J1 Email: robert.eidinger@eidinger.ca</p>
<p>Toyota Credit Canada 80 Micro Court, Ste. 200 Markham, ON L3R 9Z5</p>	<p>Gavin MacDonald, Recognized Agent Cox & Palmer Nova Centre, South Tower 1500-1625 Grafton Street Halifax, NS B3J 3E5 Email: gmacdonald@coxandpalmer.com</p>
<p>L. Burge Services Limited 179 Foord Street Stellarton, NS B0K 1S0</p>	<p>Ray O'Blenis, Recognized Agent O'Blenis Law 179 Foord Street Stellarton, NS B0K 1S0 Email: ray@oblenislaw.com</p>
<p>Shell Canada Products Limited 2000 Barrington Street, Suite 1101-C Halifax, NS B3J 3K1</p>	<p>Barry Horne Miller Thompson, LLP 40 King Street West, Suite 5800 Toronto, ON M5H 3C2 Email: bhorne@millerthomson.com</p>
<p>Crews Automotive Incorporated 1917 Drummond Road Westville, NS B0K 2A0</p>	<p>Kenneth Crews, Recognized Agent Email: kennycrews@yahoo.ca</p>
<p>Name</p>	<p>Contact</p>

Saint-Famille Wines Limited 106 Greenpark Close, Unit 612 Halifax, NS B3S 0A4	Michael MacKenzie Atlantica Law Group 99 Water Street Windsor, NS B0N 2T0 Email: mmackenzie@atlanticalaw.ca
Suzanne Corkum 106 Greenpark Close, Unit 612 Halifax, NS B3S 0A4	Michael MacKenzie Atlantica Law Group 99 Water Street Windsor, NS B0N 2T0 Email: mmackenzie@atlanticalaw.ca
Kevin Alexander Rice Daniel Ronald Allen Tracey Lynn Allen	Paul Radford, KC Patterson Law 2100-1801 Hollis Street Halifax, NS B3J 3N4 Email: pradford@pattersonlaw.ca
Canada Revenue Agency Insolvency Intake Centre Shawinigan – Sud National Verification and Collections Centre 4695 Shawinigan-Sud Boulevard Shawinigan, QC G9P 5H9	Deanna Frappier, KC Email: deanna.frappier@justice.gc.ca Caitlin Ward Email: caitlin.ward@justice.gc.ca
Office of the Superintendent of Bankruptcy Maritime Centre 1505 Barrington Street, 16 th Floor Halifax, NS	Email: ic.osbccaa-laccbsf.ic@canada.ca

Email List

dokeefe@okeefesullivan.com; mdunning@bwbllp.ca; bkofman@ksvadvisory.com;
mvininsky@ksvadvisory.com; skour@reconllp.com; dave.northrup@rbc.com;
mchiasson@stewartmckelvey.com; sscott@stewartmckelvey.com;
csmith@stewartmckelvey.com; Steven.J.McLaughlin@parthenon.ey.com;
Drew.Maccormack@parthenon.ey.com; stephen.kingston@mcinnescooper.com;
chris.macintyre@mcinnescooper.com; robert.eidinger@eidinger.ca;
gmacdonald@coxandpalmer.com; ray@oblenislaw.com; bhorne@millerthomson.com;
kennycraws@yahoo.ca; mmackenzie@atlanticalaw.ca; pradford@pattersonlaw.ca;
deanna.frappier@justice.gc.ca; caitlin.ward@justice.gc.ca; ic.osbccaa-laccbsf.ic@canada.ca;

SCHEDULE "B"
Charging Order

SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985
c. C- 36 as Amended (the “**CCAA**”)

AND IN THE MATTER OF an application of Blue Lobster Capital Limited
 (“**Blue Lobster Capital**”), 3284906 Nova Scotia Limited (“**328NSL**”),
3343533 Nova Scotia Limited (“**334NSL**”) and 4318682 Nova Scotia Limited
 (“**431NSL**”), (the “**Applicants**”)

Charging Order

Before the Honourable Justice Darlene Jamieson in chambers:

The Applicant applied for relief under the *Companies’ Creditors Arrangement Act* including an initial order dated 13 December 2024, and an amended and restated initial order (the “**ARIO**”) which has been granted on 19 December 2024, and further orders on further motion;

The Applicant now moves for an order approving a debtor in possession term sheet and related loan transaction (the “**DIP Term Sheet**”) and providing certain Charges in priority to existing security;

The Applicant has served the charging order along with supporting documents including the affidavit of service of Darren D. O’Keefe dated 14 January 2025 (the “**Affidavit of Service**”);

On the motion of the Applicant the following is ordered and declared:

Service

1. The service of the within Notice of Motion and the supporting documents as set out in the Affidavit of Service is deemed adequate so that the Notice of Motion is properly returnable today and further service thereof is hereby dispensed with.

Interpretation

2. All capitalized words used in this Order that are not otherwise defined in this Order have the meanings ascribed to them in the Initial Order.

DIP Financing and Charge

3. The Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from the Royal Bank of Canada (the "**DIP Lender**") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$300,000.00 (the "**DIP Facility**") unless permitted by further order of this Court.
4. The DIP Facility shall be substantially on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated 14 January 2024(the "**DIP Term Sheet**") annexed hereto as **Exhibit "B"** as same may be amended from time to time with the Monitor's written consent provided any amendment may not affect a secured creditor's rights without further order of this Court.
5. The Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs, and other security documents, guarantees, and other definitive documents (collectively, the "**DIP Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities, and obligations to the DIP Lender under the DIP Term Sheet as and when the same become

due and are to be performed, notwithstanding any other provision of this Order or the Initial Order.

6. The DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property as security for any and all obligations of the Applicant under or pursuant to the DIP Facility and the DIP Term Sheet, which charge shall not exceed the aggregate amount owed to the DIP Lender under the DIP Facility and the DIP Term Sheet. The DIP Lender's Charge shall have the priority set out herein.
7. Notwithstanding any other provision of this Order or the ARIO:
 - a. the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or the DIP Term Sheet or any of the DIP Documents;
 - b. upon the occurrence of an event of default under the DIP Term Sheet or DIP Documents or the DIP Lender's Charge, the DIP Lender, upon days' notice to the Applicant and the Monitor, may with leave of the Court exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the DIP Term Sheet, DIP Documents and the DIP Lender's Charge; and
 - c. the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.
8. The Applicant is enjoined from making a proposal under the *Bankruptcy and Insolvency Act* by which any advance made under the DIP Term Sheet or the DIP Documents could be repaid at less than one hundred cents on the dollar, or by which any claims or other rights of the DIP Lender under any agreement related to the DIP Facility could be compromised, unless the DIP Lender agrees otherwise in writing.

Validity and Priority of Charges Created by this Order

9. The priorities of the DIP Lender's Charge as against the existing security held by any secured creditor prior to the issuance of this Order (the "**Existing Security**"), shall be as follows:
 - a. First – Administration Charge as provided for in the ARIO;
 - b. Second – DIP Lender's Charge;
 - c. Third – Existing Security in such priority as they currently have.
10. The filing, registration, or perfection of the Administration Charge and the DIP Lender's Charge (collectively, the "**Charges**") shall not be required, and the Charges shall be valid and enforceable for all purposes, including as against any right, title, or interest filed, registered, recorded, or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record, or perfect.
11. Each of the Charges, all as constituted and defined herein, shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, and encumbrances, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.
12. Except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Existing Security or any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, its existing secured creditors, and the beneficiaries of the Charges (the "**Chargees**"), or further order of this Court.
13. The Charges, the DIP Term Sheet, and the DIP Documents shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not otherwise be limited or impaired in any way by i) the pendency of these proceedings and the

declarations of insolvency made herein; ii) any application for a bankruptcy order issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; or iv) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt, or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease, or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- a. neither the creation of the Charges nor the execution, delivery, perfection, registration, or performance of the DIP Term Sheet or the DIP Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
 - b. none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Applicant entering into the DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the DIP Documents; and
 - c. the payments made by the Applicant pursuant to this Order, the DIP Term Sheet or the DIP Documents, and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements, or other challengeable, voidable, or reviewable transactions under any applicable law.
14. Any Charge created by this Order over leases of real property in Canada shall only be a Charge on the Applicant's interest in such real property leases.
 15. The Monitor, in addition to its prescribed rights and obligations under the CCAA and under the Initial Order, is hereby directed and empowered to:

- a. assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender and its counsel on a monthly basis of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender; and
 - b. advise or assist the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than monthly, or as otherwise agreed to by the DIP Lender.
16. Any amounts actually advanced or expended pursuant to any of the Charges shall have the priority as provided for herein regardless of the time of advance or the use to which funds were actually put.

Service and Notice

17. The Applicant and the Monitor shall serve a copy of this Order on all secured creditors of the Applicant and shall be at liberty to serve this Order on such other Persons as it determines is appropriate. All such service shall be made in accordance with the provisions of the Initial Order.

General

18. The aid and recognition of any court, tribunal, or regulatory or administrative body having jurisdiction outside Nova Scotia is hereby requested to give effect to this Order and to assist the Applicant, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, or regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any

foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

19. Each of the Applicant and the Monitor 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.
20. Any interested party, including the Applicant and the Monitor, may apply to this Court to vary or amend this Order on such notice provided for under the *Civil Procedure Rules* or on such notice as this Court may order.
21. This Order and all of its provisions are effective as of 5:00 p.m. on the 21 day of January, 2025.

Issued at Halifax, Nova Scotia, this ____ day of January, 2025

Prothonotary

January 14, 2025

Private & Confidential

Blue Lobster Capital Limited
3284906 Nova Scotia Limited
3343533 Nova Scotia Limited
4318682 Nova Scotia Limited
99 Wyse Road
Dartmouth, Nova Scotia
B3A 1N6

Attn: Alex K. Rice:

ROYAL BANK OF CANADA (the "**Bank**") hereby offers to the Borrowers, on a joint and several basis, the Credit Facilities (as described below) subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the "**Agreement**"). Unless otherwise provided, all dollar amounts are in Canadian currency.

This offer of Credit Facilities is made in the course of the proceedings commenced by the Borrowers under the *Companies' Creditors Arrangement Act* (Canada) in Hfx. No. 538745 (the "**CCAA Proceedings**") in the Nova Scotia Supreme Court (the "**Court**").

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

BORROWERS

Blue Lobster Capital Limited, 3284906 Nova Scotia Limited, 3343533 Nova Scotia Limited and 4318682 Nova Scotia Limited (the "**Borrowers**").

CREDIT FACILITIES

\$300,000 non-revolving term facility by way of RBP based loans ("**RBP Loans**") with a variable interest rate (per annum): RBP + 6% (the "**Credit Facilities**").

COMMITMENT FEE

The Borrowers shall pay a commitment fee to the Bank of \$5,000 which shall be paid from the first advance made under the Credit Facilities.

AVAILABILITY

The Borrowers may borrow up to the amount of the Credit Facilities, provided the Credit Facilities are made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of the Credit Facilities at any time from time to time pursuant to an order of the Court in the CCAA Proceedings.

REPAYMENT

The Credit Facilities shall be repaid in full, with accrued interest and all costs of the Bank associated with the RBP Loans, on the earlier of:

- (a) the repayment in full of all amounts owing to the Bank under the Loan Agreements,
- (b) the sale of all or substantially all of the assets of the debtors pursuant to the SISP,
- (c) the termination of the CCAA Proceedings, and
- (d) June 30, 2025.

SECURITY

Security for the Credit Facilities (collectively, the "**Security**"), shall include:

- (a) A first priority charge ordered by the Court in favour of the Bank in and to all present and future-acquired properties, assets, and undertakings of the Borrowers, real and personal, tangible and intangible, whether now owned or hereafter acquired, and the proceeds thereof (the "**Charge**"), subject only to an administration charge in the maximum aggregate amount of \$175,000 pursuant to an Order of the Court in the CCAA Proceedings (the "**Charge Order**");
- (b) Acknowledgment from the Borrowers, in their capacity as guarantors of each other, Alex K. Rice, Daniel Allen and Tracey Allen (the "**Guarantors**") confirming that the guarantees previously granted to the Bank shall also apply to the amounts under the Credit Facilities hereunder; and
- (c) Such other assignments, authorizations, undertakings, contracts, or agreements required by the Bank.

CONDITIONS PRECEDENT

Unless waived in writing by the Bank, in no event will the Credit Facilities or any part thereof be available unless:

- (a) the Court has issued an order granting the Charge on terms satisfactory to the Bank (the "**Order**") from which all appeal periods have expired or been waived;
- (b) the Bank is satisfied that no material adverse change in respect of the Borrowers or any Guarantors shall have occurred after the date of the Charge Order;
- (c) a duly executed copy of this Agreement;
- (d) such financial and other information or documents relating to the Borrowers or any Guarantors as the Bank may reasonably require;
- (e) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally:

- (f) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;
- (g) no Borrowing under the Credit Facilities will be made available unless the Bank has received a Borrowing Request substantially in the form of Schedule "C".

SISP

The Bank expects that the Borrowers will immediately begin preparation for a sale and investment solicitation process (the "**SISP**") aimed at seeking offers for the sale of all or substantially all of the business assets of the Borrowers or significant investments in the businesses carried on by the Borrowers. Preparation for the SISP will run concurrent with the refinancing efforts of the Borrowers.

In the event that the Borrowers have not executed an agreement with a lender or other third party in form and substance acceptable to the Bank by February 21, 2025, which will provide for the repayment in full of all obligations owing to the Bank under the Loan Agreements, the Borrowers shall complete their preparation for the SISP and shall make application for approval of the SISP by the Court no later than March 7, 2025. The Borrowers shall provide that all transactions under the SISP will be completed no later than June 30, 2025.

As part of the preparations for the SISP, the Borrowers shall arrange to prepare, with the assistance of their advisors, among others, a teaser document outlining the opportunities available under the SISP, a preliminary list of parties to be solicited and a document outlining the terms and conditions of the SISP (the "**SISP Materials**"). The SISP Materials shall be provided to the Bank for review and approval no later than seven days prior to the date materials are filed by the Borrowers with the Court for approval of the SISP.

REPORTING REQUIREMENTS

While the Credit Facilities, or any portion thereof remain outstanding, the Borrowers shall provide the following to the Bank and its advisors:

1. bi-weekly reporting to the Bank and its advisors, Ernst & Young Inc. (“**EY**”), noting their compliance with the 13-week cashflow statement filed with the Court, including commentary on any variances in excess of 10%;
2. on a monthly basis:
 - (a) trial balance (in Microsoft excel format, if available);
 - (b) aged accounts receivable listing by invoice and customer including invoice date (in Microsoft excel format, if available);
 - (c) aged accounts payable listing by invoice and customer including invoice date (in Microsoft excel format, if available);
 - (d) list of accrued liabilities (in Microsoft excel format, if available);
 - (e) detailed inventory listing by sku reflecting quantity, cost per unit and extended value (in Microsoft excel format, if available);
 - (f) payroll statement of account with the Canada Revenue Agency (“**CRA**”) with evidence of payroll remittances for the month ended;
 - (g) payroll and vacation pay accrued liability as at month-end; and
 - (h) Workers Compensation statement of account with evidence of payment for the month ended;
3. bi-weekly reporting to the Bank in respect of the Borrowers’ refinancing efforts, including copies of all discussion papers, letters of intent and financing offers received;
4. the details of any payment arrangement with CRA in relation to outstanding arrears for source deductions, HST and excise taxes (for all entities in the corporate group, whether they are entities under CCAA protection or not); and
5. response to any request for additional information from the Bank and EY, both acting reasonably.

GOVERNING LAW JURISDICTION

Province of Nova Scotia.

ACCEPTANCE

This Agreement is open for acceptance until January 22, 2025, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA

Per: _____
Name:
Title:

We acknowledge and accept the terms and conditions of this Agreement on this ____ day of
January, 2025.

BLUE LOBSTER CAPITAL LIMITED

Per: _____
Name:
Title:

3284906 NOVA SCOTIA LIMITED

Per: _____
Name:
Title:

3343533 NOVA SCOTIA LIMITED

Per: _____
Name:
Title:

4318682 NOVA SCOTIA LIMITED

Per: _____
Name:
Title:

January 14, 2025

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The undersigned, as Guarantors, as of this ____ day of January, 2025, hereby acknowledge, confirm and agree that our guarantees in favour of the Bank for any and all obligations of the Borrowers to the Bank shall apply to and in respect of all obligations of the Borrowers under this Agreement between the Borrowers and the Bank, dated January 14, 2025, as may be further amended, restated, supplemented or replaced from time to time. The undersigned also acknowledge that it has received a copy of each of the foregoing documents.

BLUE LOBSTER CAPITAL LIMITED

Per: _____

Name:

Title:

3284906 NOVA SCOTIA LIMITED

Per: _____

Name:

Title:

3343533 NOVA SCOTIA LIMITED

Per: _____

Name:

Title:

4318682 NOVA SCOTIA LIMITED

Per: _____

Name:

Title:

Alex K. Rice

Daniel Allen

Tracey Allen

Attachments:

- Terms and Conditions

- Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Borrowing Request

TERMS AND CONDITIONS

The Bank is requested by the Borrowers to make the Credit Facilities available to the Borrowers in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrowers, jointly and severally agree, as follows:

REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment.

EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "**Accounts**") evidencing the Borrowings made available to the Borrowers by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrowers to the Bank pursuant to this Agreement. The Borrowers authorize and direct the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrowers for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

GENERAL COVENANTS

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrowers covenant and agree with the Bank that the Borrowers:

- (a) will pay all sums of money when due under the terms of this Agreement;
- (b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
- (c) will file all material tax returns which are or will be required to be filed by them, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- (d) will give the Bank 30 days prior notice in writing of any intended change in any ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- (e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- (f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrowers and hold the Bank harmless from and against any losses, costs

or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrowers;

- (g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- (h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- (i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- (j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- (k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- (l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- (m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- (n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrowers' premises, properties and assets and examine and obtain copies of the Borrowers' records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrowers' affairs with the auditors, counsel and other professional advisers of the Borrowers. The Borrowers hereby authorize and direct any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank;
- (o) will not use the proceeds of the Credit Facilities for the benefit or on behalf of any Person other than the Borrowers; and
- (p) will comply strictly with the terms of any orders issued by the Court in relation to the CCAA Proceedings.

FEES, COSTS AND EXPENSES

The Borrowers agree to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrowers agree to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or

protection of its rights in connection with this Agreement and the Security. The Borrowers shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on the Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

GENERAL INDEMNITY

The Borrowers hereby agree to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrowers or any Guarantor, or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrowers or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrowers or any Guarantor.

AMENDMENTS AND WAIVERS

Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrowers and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor. Any amendments requested by the Borrowers will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrowers' account.

SUCCESSORS AND ASSIGNS

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrowers shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrowers and any Guarantor (including, any such information provided by the Borrowers, and any Guarantor to the Bank) and shall not be liable for any such disclosure.

GAAP

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of

presentation, as appropriate, including, without limitation, the application of accrual accounting. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrowers irrevocably submit to the non-exclusive jurisdiction of the courts of such Province and acknowledge the competence of such courts and irrevocably agree to be bound by a judgment of any such court.

DEFAULT BY LAPSE OF TIME

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrowers, or any Guarantor, in default thereof.

SET-OFF

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrowers, or to which the Borrowers are beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrowers due to the Bank under the Credit Facilities and the other obligations of the Borrowers under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

NOTICES

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrowers. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrowers' business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrowers, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrowers, in which case the letter shall be deemed to be received on the date of delivery. The Borrowers must advise the Bank at once about any changes in any Borrower's address.

CONSENT OF DISCLOSURE

The Borrowers hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrowers.

NON-MERGER

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

JOINT AND SEVERAL

The obligations of the Borrowers under this Agreement shall be joint and several.

COUNTERPART EXECUTION

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

ELECTRONIC MAIL AND FAX TRANSMISSION

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrowers or any Guarantor, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any communication from the Borrowers received by electronic mail or fax transmission is a reliable communication from the Borrowers.

ELECTRONIC IMAGING

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a "**Paper Record**") into electronic images (each, an "**Electronic Image**") as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

REPRESENTATIONS AND WARRANTIES

Each of the Borrowers, jointly and severally, represents and warrants to the Bank that:

- (a) if applicable, it is duly constituted, validly existing and duly registered or qualified to carry on business or its operations in all jurisdictions where the nature of its properties, assets, business or operations make such registration or qualification necessary or desirable;
- (b) the execution, delivery and performance by it of this Agreement do not violate any Applicable Laws or agreements to which it is subject or by which it is bound, and where applicable, have been duly authorized by all necessary actions and do not violate its constating documents;
- (c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank or an Event of Default;
- (d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its

financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and

- (e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing hereunder.

LANGUAGE

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressement demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

WHOLE AGREEMENT

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrowers and the Bank with respect to the Credit Facilities.

EXCHANGE RATE FLUCTUATIONS

If, for any reason, the amount of Borrowings, if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrowers shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

JUDGEMENT CURRENCY

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "**Judgement Currency**") any amount due hereunder in any currency other than the Judgement Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgement is given. For this purpose, "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrowers will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrowers under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

EVENTS OF DEFAULT

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "**Event of Default**" which shall entitle the Bank, in its sole discretion, to seek an order of the Court to cancel any Credit Facility, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- (a) failure of the Borrowers to pay any principal, interest or other amount when due pursuant to this Agreement;
- (b) failure of the Borrowers, or any Guarantor, to observe any covenant, term or condition contained in this Agreement, the Security, or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- (c) any of the Borrowers, or any Guarantor, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent other than in the CCAA Proceedings;
- (d) other than the CCAA Proceedings, if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrowers, or any Guarantor, or to have the Borrowers, or any Guarantor, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrowers, or any Guarantor, or if any encumbrancer takes possession of any part thereof;
- (e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership or operation of the Borrowers, or any Guarantor;
- (f) if any representation or warranty made by the Borrowers, or any Guarantor, under this Agreement or in any other document relating hereto or under any Security shall be false in any material respect;
- (g) if the Borrowers, or any Guarantor, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated;
- (h) if the Borrowers fail to meet any of the milestones set out in the SISP Section of this Agreement;
- (i) any order is made in the CCAA Proceedings or otherwise that would negate or modify the priority for the amounts advanced hereunder (other than the administration charge in the maximum aggregate amount of \$175,000 as provided for in the Charge Order); or
- (j) if there is any material negative variance, in the opinion of the Bank, from the cash flow forecast submitted by the Borrower at the commencement of the CCAA Proceeding or any subsequent cash flows submitted to the Bank.

Should the Court issue an order allowing the Bank to demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrowers shall

immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.

If any change in Applicable Laws or the interpretation thereof after the date hereof (i) imposes or increases taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) imposes or increases any reserve or other similar requirement or (iii) imposes or changes any other condition affecting the Credit Facilities, and the result of any of the foregoing results in any additional cost to the Bank of making available, continuing or maintaining any of the Credit Facilities hereunder (or maintaining any obligations to make any such Credit Facilities available hereunder) or results in any reduction in the amount of any sum received or receivable by the Bank in connection with this Agreement or the Credit Facilities made available hereunder, then from time to time, upon written request of the Bank, the Borrower shall promptly pay to the Bank, such additional amount or amounts as will compensate the Bank for any such additional costs incurred or reduction suffered.

Schedule "A" **DEFINITIONS**

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

"Applicable Laws" means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable

"Borrowing" means each use of the Credit Facilities and all such usages outstanding at any time are **"Borrowings"**;

"Business Day" means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed in the Province of Nova Scotia;

"CCAA Proceedings" means proceedings commenced by the Borrowers before the Court under Hfx. No. 538745;

"Contaminant" includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

"Environmental Activity" means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

"Environmental and Health and Safety Laws" means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

"Guarantor" means any Person who has guaranteed the obligations of the Borrowers under this Agreement;

"Loan Agreements" mean any agreement executed by any of the Borrowers in favour of the Bank prior to the commencement of the CCAA Proceedings pursuant to which any of the Borrowers is indebted to the Bank;

"Maturity Date" means the date on which the Credit Facilities are due and payable in full;

"Permitted Encumbrances" means, in respect of any Borrower:

a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the

value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of such Borrower in the ordinary course of business; and

b) Security granted in favour of the Bank;

"Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;

"Potential Prior-Ranking Claims" means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

"Release" includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

"RBP" means the annual rate of interest announced by the Bank from time to time as a reference rate for determining interest rates on commercial loans made in Canadian dollars in Canada.

Schedule "B"

CALCULATION AND PAYMENT OF INTEREST AND FEES

LIMIT ON INTEREST

The Borrowers shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law. In no event shall the effective interest rate payable by the Borrowers under any facility be less than zero.

OVERDUE PAYMENTS

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 6% per annum. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

EQUIVALENT YEARLY RATES

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

TIME AND PLACE OF PAYMENT

Amounts payable by the Borrowers hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

RBP LOANS

Interest on each RBP Loan will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

Schedule "C"

BORROWING REQUEST

The Borrower hereby requests the following be established under the Credit Facilities:

Date of Borrowing:	
Amount of Borrowing: (must be a multiple of \$50,000)	\$ [insert amount]
Interest Rate (per annum):	RBP + 6%

Dated this ____ day of _____, 2025.

BLUE LOBSTER CAPITAL LIMITED

Per: _____
Name:
Title:

3284906 NOVA SCOTIA LIMITED

Per: _____
Name:
Title:

3343533 NOVA SCOTIA LIMITED

Per: _____
Name:
Title:

4318682 NOVA SCOTIA LIMITED

Per: _____

Name:

Title: