

532179



**DISTRICT OF: NOVA SCOTIA  
DIVISION NO: 01 - HALIFAX  
COURT NO:**

**FIRST REPORT OF DELOITTE RESTRUCTURING INC.  
IN ITS CAPACITY AS PROPOSED RECEIVER OF  
ATLANTIC ORIENTAL WHOLESALE (AOW) INCORPORATED**

**APRIL 1, 2024**

## **TABLE OF CONTENTS**

INTRODUCTION.....	1
TERMS OF REFERENCE .....	2
BACKGROUND .....	3
PROPOSED RECEIVER’S SISP .....	8
SECURITY OPINION.....	11
BANKRUPTCY OF AOW .....	11
CONCLUSION.....	12

## **APPENDICES**

- APPENDIX A** – DELOITTE’S CONSENT TO ACT
- APPENDIX B** – TEASER
- APPENDIX C** – SALE AND INFORMATION PACKAGE
- APPENDIX D** – SECURITY OPINION

## INTRODUCTION

1. An application has been made before the Supreme Court of Nova Scotia in Bankruptcy and Insolvency (the "**Court**") by the Business Development Bank of Canada ("**BDC**") for an order (the "**Receivership Order**") appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver and manager (the "**Receiver**"), pursuant to section 243(1) of the *Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3*, as amended (the "**BIA**") without security, of the assets, collateral and undertakings of Atlantic Oriental Wholesale (AOW) Incorporated ("**AOW**").
2. In addition to the Receivership Order, Deloitte understands that BDC will also be seeking an order approving a sale and investment solicitation process (the "**SISP**") to be conducted by the Receiver (if appointed) to realize upon the assets of AOW as further discussed herein (the "**Sale Process Order**").
3. On December 19, 2023, Deloitte was retained by BDC to act as its financial consultant to review the operations and financial position of AOW (the "**Consulting Engagement**"). During the Consulting Engagement, Deloitte participated in discussions with Mr. Jun Tak Kim, the sole director and owner of AOW ("**Mr. Kim**"), conducted a site visit of AOW's property and participated in discussions with BDC and its legal counsel. Further information regarding the outcome of the Consulting Engagement is discussed further herein.
4. On January 2, 2024, BDC issued demands for repayment and notices of intention to enforce security (the "**Demands**") pursuant to section 244(1) of the BIA.
5. On January 17, 2024, Deloitte was appointed as receiver and manager (the "**Private Receiver**") of AOW by BDC pursuant to a first advanceable mortgage on land and buildings located at 121 Seal Point Road, Port La Tour, Nova Scotia, and a general security agreement dated March 2, 2022 (the "**Private Receivership**").
6. Deloitte is a licensed insolvency trustee within the meaning of section 2 of the BIA and has consented to act as Receiver in these proceedings if the Court grants the Receivership Order.

7. Deloitte has engaged BOYNECLARKE LLP ("**BoyneClarke**") to act as the Proposed Receiver's independent legal counsel.
8. Deloitte has prepared this report (the "**First Report**") as proposed receiver (the "**Proposed Receiver**") to provide information to the Court with respect to:
  - i. the Proposed Receiver's understanding of AOW's business, the factors which lead to the Consulting Engagement, the Private Receivership and the current state of AOW's operations;
  - ii. Deloitte's consent to act as Receiver, should the Court grant the Receivership Order;
  - iii. a description of the Proposed Receiver's sale and investment solicitation process (the "**SISP**") to be implemented should the Court grant the sale process order (the "**Sale Process Order**");
  - iv. the independent security opinion (the "**Security Opinion**") prepared by BoyneClarke; and
  - v. the Proposed Receiver's recommendation that the Court authorize the Receiver to file an assignment in bankruptcy of AOW, if deemed necessary.

#### **TERMS OF REFERENCE**

9. In preparing this Pre-Filing Report, Deloitte has been provided with, and has relied upon, unaudited, draft and/or internal financial information and information from third-party sources (collectively, the "**Information**"). Except as described in this Pre-Filing Report:
  - i. Deloitte has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, Deloitte has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Audit Standards ("**CAS**") pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Proposed Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information.
  - ii. Deloitte has prepared this Pre-Filing Report in its capacity as Proposed Receiver to provide background to the Court for its consideration of the relief being sought. Parties using this Pre-Filing Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.

10. Unless otherwise stated, all dollar amounts contained in this Pre-Filing Report are expressed in Canadian Dollars.
11. This Pre-Filing Report has been prepared with reference to the Affidavits of Mr. Liam Wilson sworn on March 5, 2024 (the "**Wilson Affidavit**"), copies of which have been filed separately with the Court by BDC's legal counsel.
12. The Pre-Filing Report should be read in conjunction with the Wilson Affidavit.

## **BACKGROUND**

13. Incorporated on April 24, 2013, AOW participated in the live lobster market (i.e. buying and selling live lobsters) and its sole director is Mr. Kim. AOW operated from owned facilities located at 121 Seal Point Road in Upper Port La Tour, Nova Scotia. Such facilities consist of lobster storage buildings (i.e. tank houses), offices and a warehouse (collectively, the "**Lobster Pound**"). In addition to the Lobster Pound, AOW owns a residential property (the "**Residential Property**") located at 70 Seal Point Road, Upper Port La Tour, Nova Scotia, which was used to house workers (the Lobster Pound and the Residential Property are collectively referred to throughout as the "**Property**").
14. As at the date of the Pre-filing Report, the Proposed Receiver has been unable to locate the books and records of AOW and has had limited contact with Mr. Kim. The Proposed Receiver did receive a copy of AOW's December 31, 2022 externally compiled financial statements which indicate the following:
  - i. During the fiscal years ending December 31, 2021 and 2022 AOW sustained net, after tax, losses of \$540,328 and \$1,370,405 respectively and produced losses before interest, taxes, depreciation and amortization of \$122,144 and \$954,384 respectively.
  - ii. The table below summarizes AOW's balance sheet as at December 31, 2022:

**Atlantic Oriental Wholesale (AOW) Incorporated**  
**Balance Sheet**  
**As at December 31, 2022**

**ASSETS**

Current		
	Cash & equivalents	20,036
	Accounts receivable	735,328
	HST receivable	202,322
	Inventory	1,341,971
		<u>2,299,657</u>
	Property, plant and equipment	3,281,517
	<b>TOTAL ASSETS</b>	<b><u>5,581,174</u></b>

**LIABILITIES AND SHAREHOLDERS' EQUITY**

Current		
	Accounts payable	674,192
	Deferred income	610,925
	Line of credit	1,455,000
		<u>2,740,117</u>
	Due to shareholders	412,791
	Long-term debt - RBC	935,185
	Long-term debt - BDC	1,222,795
	Line of credit	40,000
		<u>2,610,771</u>
	<b>TOTAL LIABILITIES</b>	<b><u>5,350,888</u></b>
	Shareholders' equity	230,286
	<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>	<b><u>5,581,174</u></b>

15. As detailed in the Wilson Affidavit, on December 11, 2023, Mr. Kim advised BDC that AOW had ceased operations, the Property had been abandoned and insurance coverage over the property had lapsed (the "**December 11, 2023 Correspondence**").
16. Subsequent to the December 11, 2023 Correspondence, BDC engaged Deloitte under the Consulting Engagement.
17. On December 22, 2023, Deloitte attended the Lobster Pound and also met with Mr. Kim in Halifax, Nova Scotia (the "**Kim Meeting**"). During the Kim Meeting, Mr. Kim advised Deloitte that:

- i. during the Barrington Lake wildfire (which burned uncontrolled from May 26, 2023 to June 4, 2023 and was finally extinguished on July 26, 2023), AOW staff were forced to evacuate the Lobster Pound, the Lobster Pound lost electrical power, and fuel necessary to run standby generators could not be delivered;
  - ii. with no electrical power, water circulation and filtration systems shut down, resulting in a total loss of AOW's inventory;
  - iii. insurance claims were filed pursuant to AOW's stock throughput policy, however, proceeds were not sufficient to cover the lost product and to restart operations;
  - iv. AOW had not operated since the fire, all employees had been dismissed, and the Lobster Pound was currently vacant and without insurance coverage;
  - v. due to the stress caused by the incident Mr. Kim's health had deteriorated; and
  - vi. Mr. Kim did not intend to contest BDC enforcing its security over AOW if it elected to do so.
  
18. Subsequent to the Kim Meeting, BDC arranged for temporary insurance coverage over the Lobster Pound and issued the Demands. BDC also appointed Deloitte as its Private Receiver pursuant to the powers set out in the security granted to BDC by AOW.
  
19. The Proposed Receiver notes that on December 27, 2023, Mr. Kim filed a voluntary assignment in bankruptcy and A. Farber & Partners Inc. was appointed as licensed insolvency trustee by the Official Receiver.
  
20. As at the date of this Pre-filing Report, Deloitte's activities under the Private Receivership mandate have included, but have not been limited to the following:
  - i. taking possession, securing and insuring the assets of AOW subject to BDC's security;
  - ii. taking inventory of equipment and vehicle assets located at the Lobster Pound;
  - iii. engaging subcontractors on a time and task basis to protect the Lobster Pound;
  - iv. issuing statutory notices pursuant to sections 245(1) and 246(1) of the BIA to creditors of AOW;
  - v. engaging a real estate appraiser to appraise the Lobster Pound;

- vi. engaging a property inspector to evaluate the condition of the Lobster Pound's key infrastructure (plumbing, heating, electrical, etc.);
- vii. participating in discussions with secured creditors as contained in the personal property registry (primarily equipment lessors);
- viii. participating in discussions with the Royal Bank of Canada ("**RBC**") (AOW's operating lender) and its financial advisor;
- ix. participating in discussions with BDC and its legal counsel;
- x. on March 20, 2024, met with Mr. Kim at Deloitte's office (the "**March 20 Meeting**");
- xi. attempting to locate the books and records of AOW including participating in discussions with AOW's external accountant and a former employee, neither of whom were able to provide any information with respect to the whereabouts of AOW's books and records;
- xii. participating in discussions with AOW's former insurance broker regarding insurance claims resulting from the Barrington Lake wildfire; and
- xiii. developing the proposed SISP including, but not limited to, the following:
  - a. preparing marketing materials (the "**Teaser**") and gathering necessary documents to support interested parties' evaluation of the assets;
  - b. drafting SISP-related documents including the sale and information package (the "**Tender Package**") and non-disclosure agreement ("**NDA**"); and
  - c. developing a list of interested parties that may have an interest in acquiring the Lobster Pound; and
- xiv. preparing this First Report.

21. Based on the activities summarized above, the Proposed Receiver notes the following:

- i. despite the March 20 Meeting, Mr. Kim was unable to provide the Proposed Receiver with answers or documentation to a number of questions it had pertaining to the administration of the estate;
- ii. the Proposed Receiver has not been able to locate any books and records of AOW, and the office located at the Lobster Pound appears to have been emptied of records prior to the Private Receivership;



- iii. on February 2, 2024, the Proposed Receiver participated in a discussion with AOW's former insurance broker and was advised that AOW received approximately \$1,600,000 of insurance proceeds (the "**Insurance Proceeds**") during August 2023 as a result of Barrington Lake wildfire incident; and
  - iv. according to discussions with representatives from RBC, the full extent of the Insurance Proceeds may not have been deposited into AOW's bank accounts at RBC.
22. The Proposed Receiver recommends that the Receivership Order be granted for the following reasons:
- i. powers granted to the Receiver as contained in the proposed Receivership Order will allow for further investigation into key matters, including but not limited to, the Barrington Lake wildfire incident and the disposition of insurance proceeds;
  - ii. the Receiver will be in a better position to determine the potential existence and magnitude of priority claims as against the Property, if the books and records cannot be located;
  - iii. given the number of secured encumbrances held against AOW's assets, and the composition of the assets (i.e. the existence of real property) a Court supervised SISP represents the best method for realizing on the assets of AOW and maximizing returns to stakeholders; and
  - iv. a Court-appointed Receiver will have the ability to sell AOW's real property, subject to the approval of the Court, and the potential for a Vesting Order will assist the Receiver in its marketing efforts and the exercise of its mandate.
23. Accordingly, the Proposed Receiver recommends that the Receivership Order be granted.
24. In the event that the Court grants the Receivership Order, attached hereto as **Appendix A** is Deloitte's consent to act as Receiver.

## **PROPOSED RECEIVER'S SISP**

25. The Proposed Receiver, in consultation with BDC, BDC's legal counsel, and the Proposed Receiver's own independent legal counsel, developed the proposed SISP, taking into consideration the nature of the assets and the Proposed Receiver's recent experience realizing on similar assets.
26. The proposed SISP is designed to broadly market the Property to potential interested parties involved in the Atlantic Canada seafood industry.
27. In anticipation of the proposed SISP being approved by the Court, the Proposed Receiver has prepared a one page marketing document (the "**Teaser**"), a copy of which is attached hereto as **Appendix B**.
28. The Proposed Receiver has also commenced the preparation of an information package (the "**Tender Package**") designed to provide additional information regarding the opportunity and to solicit interest in the Property. The Tender Package includes a:
  - i. sale process outline inclusive of due diligence and bid dates; and
  - ii. standard form of offer on which bidders must submit their bids for the Property. A copy of the Tender Package is attached hereto as **Appendix C**.
29. The Proposed Receiver conducted research in order to identify potential parties who may be interested in participating in the proposed SISP (the "**Interested Parties**"). If so approved by the Court, the Interested Parties will be provided with a copy of the Teaser and be invited to participate in the SISP.
30. Additionally, the Proposed Receiver has marketed similar assets recently and is well positioned to bring the Property to the market.

31. An overview of the major steps and timelines of the proposed SISP is summarized in the table below:

Summary SISP Timeline		
Phase / Event	Indicative Date	Description of activities
Sale Process Order	Day 1	The Court grants the Sale Process Order approving the SISP.
Publication Notice	Day 5	<p>Within four business days after the Sale Process Order is granted, the Receiver will provide notice of the SISP by publishing a notice in certain newspapers and online mediums, including:</p> <ul style="list-style-type: none"> <li>• Halifax Chronicle Herald – provincial edition;</li> <li>• Insolvency Insider; and</li> <li>• All Atlantic.</li> </ul>
Teaser Release	Day 5	<p>Within four business days after the Sale Process Order is granted, the Receiver will send the Teaser and the NDA to the Interested Parties and any other party that contacts the Receiver to express interest in the Property.</p> <p>Parties who identify themselves to the Receiver as a result of the publication notice will be provided with copies of the NDA for execution.</p>
Due diligence period	Day 6 to Day 51	Upon execution of the NDA, SISP participants will be provided the Tender Package and be provided an opportunity to visit the Property. The due diligence period will be 45 days.
Bid Deadline	Day 52	<p>To occur at <b>5:00PM Atlantic Standard Time on Day 51.</b></p> <p>Prospective bidders must deliver their legally binding offers (the "<b>Final Bids</b>").</p>

Summary SISP Timeline		
Phase / Event	Indicative Date	Description of activities
Evaluation and selection of the successful bid	Day 52 to Day 59	<p>Terms of all Final Bids will be clarified.</p> <p>The Receiver will review the Final Bids and determine whether any should be brought before the Court for approval (the "<b>Successful Bid</b>").</p> <p>The Receiver will negotiate the terms of the Successful Bid.</p> <p>The Successful Bid will be subject to approval of the Court.</p>
Closing of any successful bid	Day 89	Closing to occur unless another date is mutually agreed upon by the Receiver and the Successful Bidder or ordered by the Court.

32. The proposed SISP sets out a 45 day process for the marketing of the Property to prospective buyers, plus a 30 day closing period. Given the nature of the Property, the Proposed Receiver believes that this timeline is sufficient to allow interested parties the time required to perform adequate due diligence and to submit an offer. The proposed SISP also includes a certain amount of flexibility that will allow the Receiver, in consultation with stakeholders, to extend the process should that be required.
33. The Proposed Receiver is of the view that the proposed SISP exposes the Property to the market for a reasonable time, is transparent, and is designed to maximize the realizations from the Property.
34. As outlined herein, the Proposed Receiver has initiated discussions with various secured creditors who hold direct security over specific pieces of equipment (e.g., vehicles). The Proposed Receiver has confirmed with these stakeholders that they wish to include these assets in the SISP subject

to their rights to receive proceeds of any sale and the Proposed Receiver will separately track its time expended against certain of the assets, namely the insurance proceeds.

35. Accordingly, the Proposed Receiver recommends that the SISP be approved and the Sale Process Order be granted.

#### **SECURITY OPINION**

36. In preparing this Pre-Filing Report, Deloitte engaged BoyneClarke as independent legal counsel to undertake, among other things, a review of BDC's loan documents, including the security granted by AOW in favour of BDC in connection therewith.

37. BoyneClarke has provided Deloitte with the Security Opinion dated February 26, 2024, a copy of which is enclosed as **Appendix D**. The Security Opinion confirms that, subject to the usual and customary qualifications as detailed therein, BDC holds valid and enforceable security over the Property.

#### **BANKRUPTCY OF AOW**

38. As contained within paragraph 3(s) of the Receivership Order, BDC is also seeking to enhance the powers of the Proposed Receiver to include the ability to assign AOW into bankruptcy pursuant to section 49 of the BIA and act as the Licensed Insolvency Trustee (the "**Trustee**"), if deemed necessary.

39. The Proposed Receiver believes it is appropriate for the Court to grant these enhanced powers for the following reasons:

- i. paragraph 3(t) of the Receivership Order empowers and authorizes the Receiver to exercise any shareholder, partnership, joint venture, or other rights which AOW may have;
- ii. paragraph 31 of the Receivership Order provides that nothing in the Receivership Order shall prevent the Receiver from acting as the Trustee of AOW;

- iii. if the Receivership Order is granted, the Company will be in receivership and is considered an insolvent person within the meaning of the BIA, and has failed to meet its obligations to BDC and other creditors, and such obligations exceed \$1,000;
- iv. a bankruptcy of AOW will allow for the further investigation of transaction which may be deemed to be reviewable transactions pursuant to section 95(1) of the BIA;
- v. assigning AOW into bankruptcy will allow for the efficient and orderly wind-down of the restructuring process; and
- vi. a bankruptcy of AOW will allow for the alignment of priority claims and the crystallizing of various creditor claims.

40. Given the information presented and discussed herein, the Proposed Receiver recommends that the enhanced powers be granted.

#### **CONCLUSION**

41. This Pre-Filing Report has been prepared to provide this Court with information regarding AOW's business, the Proposed Receiver's activities to date under the Consulting Engagement and Private Receivership, the Proposed Receiver's proposed SISP, the Security Opinion, and BDC's request for the Receivership Order, the Sale Process Order and an order enhancing the powers of the Proposed Receiver.

42. Based on the foregoing, the Proposed Receiver requests the Court grant the orders in the form submitted by BDC's counsel.

All of which is respectively submitted on April 1, 2024.

**DELOITTE RESTRUCTURING INC.**

Acting in its capacity as

Proposed Court Appointed Receiver of Atlantic Oriental Wholesale (AOW) Incorporated  
and not in its personal capacity.

**Per:**

A handwritten signature in black ink, appearing to be 'J. Foran', written over a horizontal line.

**James Foran, CPA, CA, CIRP, LIT**  
Senior Vice President

**APPENDIX A**  
**DELOITTE'S CONSENT TO ACT**



2024

Hfx No.

Supreme Court of Nova Scotia  
In Bankruptcy and Insolvency

IN THE MATTER OF: THE RECEIVERSHIP OF ATLANTIC ORIENTAL WHOLESALE (AOW)  
INCORPORATED

Between:

THE BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

and

ATLANTIC ORIENTAL WHOLESALE (AOW) INCORPORATED

Respondents

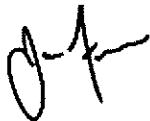
CONSENT OF RECEIVER

TAKE NOTICE THAT the undersigned, Deloitte Restructuring Inc., a body corporate under the laws of Canada, maintaining an office in the city of Halifax, in the County of Halifax, in the Province of Nova Scotia, a duly qualified and licensed trustee in bankruptcy, hereby consents to act as court-appointed receiver of the assets of the Respondents.

AND TAKE NOTICE THAT the undersigned Deloitte Restructuring Inc. hereby confirms, in compliance with *Civil Procedure Rule 73.07*, that it is a member of the Canadian Association of Insolvency and Restructuring Professionals and carries professional liability insurance.

DATED at Halifax, Nova Scotia this 1st day of April, 2024.

DELOITTE RESTRUCTURING INC.



Per: \_\_\_\_\_  
Name: James Foran, CPA, CA, CIRP, LIT  
Title: Senior Vice President

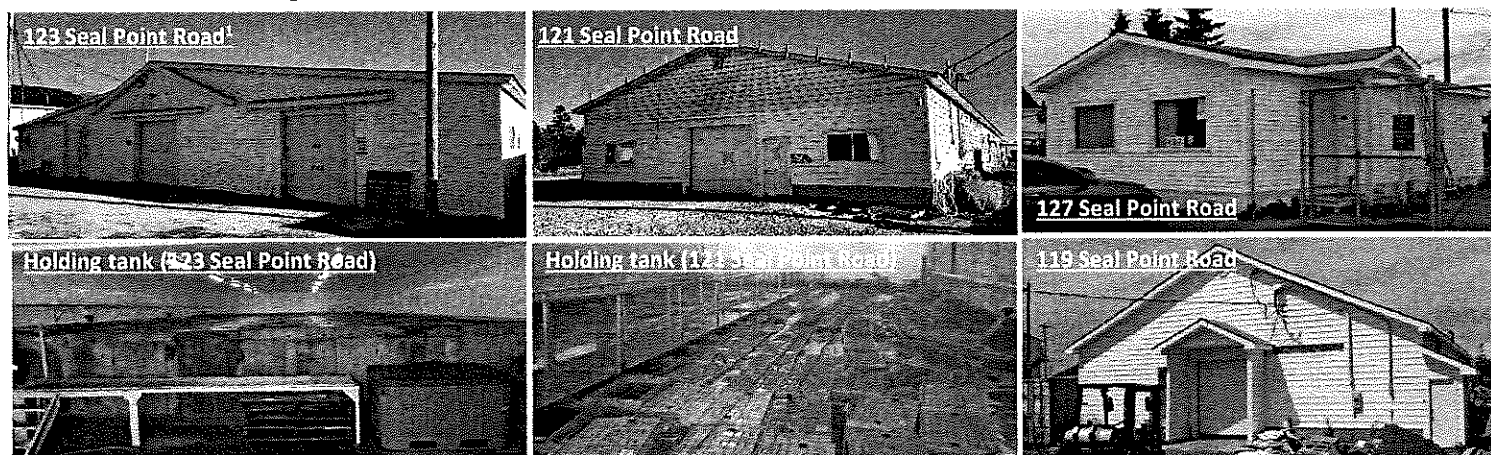
**APPENDIX B  
TEASER**

## Asset Sale Process

Deloitte Restructuring Inc. ("Deloitte"), in its capacity as Receiver and Manager (the "Receiver") of Atlantic Oriental Wholesale (AOW) Incorporated ("AOW"), is soliciting interest from parties interested in purchasing the assets described below (the "Property").

### Asset Overview

Situated on 2.71 acres, the main property (the "Lobster Holding Facility") is located on the south shore of Nova Scotia and was previously utilized in 2023 by a live lobster wholesaler. The Lobster Holding Facility includes ~17,925 ft<sup>2</sup> of building space (~15,923 ft<sup>2</sup> is attributable to buildings that include holding tanks), vehicles, generators, and various handling equipment. The buildings are currently fit to accommodate all business functions (i.e., management, finance/accounting, operations). The ability to access fresh sea water coupled with the recently constructed water cooling/treatment building yields uncontaminated water to the five holding tanks and one shower system. Furthermore, the Lobster Holding Facility is situated in the middle of lobster fishing zones 33 and 34, which provides ample procurement opportunities from local fishers. In addition to the Lobster Holding Facility, the Receiver is also seeking proposals from parties interested in purchasing a 2.5 acre residential property located at 70 Seal Point Road, Upper Port La Tour, Nova Scotia previously utilized for workers housing.



1. Additional building space includes a storage area, large staff room, and workshop.



**Aggregate Live Holdings Capacity: ~ 235,000 lbs.**

### Proposed Transaction and Timeline

The Receiver is seeking proposals from parties interested in purchasing the Property described herein.

Upon execution of a non-disclosure agreement ("NDA"), interested parties will be provided a copy of the tender package and further information regarding the Property and the sale process.

Interested parties will also be provided with an opportunity to visit the Property during the transaction process summarized herein (the "Transaction Process").

Any transaction will be subject to approval by the Supreme Court of Nova Scotia in Bankruptcy and Insolvency (the "Court") and the Receiver will make an application to the Court for approval of the sale upon completion of the Transaction Process.

Recipients of this document interested in participating in the Transaction Process must provide a fully executed NDA to the Receiver before further information will be made available. Inquiries regarding the Transaction Process should be directed only to the following:

Transaction Process	Indicative Timeline
Circulation of teaser	[TBD]
Circulation of tender package	[TBD]
End of diligence period	[TBD]
First bid deadline	[TBD]
Final bid deadline	[TBD]
Final negotiations and application to Court for approval of sale	[TBD]



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The information contained herein has not been verified for accuracy by Deloitte Restructuring Inc., and Deloitte Restructuring Inc. expressly disclaims any and all responsibility for the information contained herein and makes no representations or warranties, expressed or implied, regarding the information contained in, or omitted from, this document or any other written or oral communications transmitted or made available to prospective parties.

**APPENDIX C**  
**SALE AND INFORMATION PACKAGE**



# **Sale and Information Package**

## Atlantic Oriental Wholesale (AOW) Incorporated

**Deloitte Restructuring Inc.**

Acting in its capacity as  
Receiver and Manager of Atlantic Oriental Wholesale (AOW) Incorporated  
and not in its personal capacity

# Table of Contents

Invitation to Submit an Offer	3
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## **Appendices:**

Appendix A – Terms and Conditions of Sale	5
Appendix B – Offer to Purchase	9
Appendix C – Asset Overview	11

# Invitation to Submit an Offer

On January 17, 2024, Deloitte Restructuring Inc. ("**Deloitte**") was appointed receiver and manager (the "**Receiver**") over certain assets, undertakings and properties of Atlantic Oriental Wholesale (AOW) Incorporated ("**AOW**" or the "**Company**") by the Business Development Bank of Canada ("**BDC**") pursuant to a first advanceable mortgage on land and buildings located at 121 Seal Point Road, Port La Tour, Nova Scotia dated March 2, 2022, and a general security agreement dated March 2, 2022.

On [March [TBD], 2024], Deloitte was appointed Receiver of AOW by virtue of an order (the "**Receivership Order**") granted by the Supreme Court of Nova Scotia in Bankruptcy and Insolvency (the "**Court**"), without security, over all of the assets, undertakings and properties of AOW acquired for, or used in relation to the business carried on by AOW (the "**Property**").

Sealed offers for the purchase the Property (as outlined in Appendices A, B and C contained herein) of AOW will be received by Deloitte, in its capacity as Receiver, until [ 5:00p.m. (AST) on April [TBD], 2024]. Deloitte is accepting offers on the Property located at 119 Seal Point Road, 121 Seal Point Road, 123 Seal Point Road, 125 Seal Point Road, and 127 Seal Point Road in Upper Port La Tour, Nova Scotia B0W 3N0 (collectively, PID 82540097) (the "**Lobster Holding Facility**"). The Lobster Holding Facility also maintains a valid Fish Processors License (PL2758) and Fish Buyers Licenses (BL2759) covering several groundfish and shellfish species. Deloitte is also accepting offers on the portion of the Property located at 70 Seal Point Road, Upper Port La Tour, Nova Scotia (PID 80058449) (the "**Residential Property**").

Situated on 2.71 acres, the Lobster Holding Facility is located on the south shore of Nova Scotia and was previously utilized in 2023 by a live lobster wholesaler. The Lobster Holding Facility includes a significant asset base which consist of ~17,925 ft<sup>2</sup> of building space (~15,923 ft<sup>2</sup> is attributable to buildings that include a holding tank), vehicles, generators, and various handling equipment. The buildings are currently fit to accommodate all business functions (i.e., management, finance/accounting, operations) related to lobster wholesaling. The ability to access fresh sea water and the recently constructed water cooling/treatment building yields uncontaminated water to the five holding tanks and one shower system. Furthermore, the Property is situated in the middle of lobster fishing zone 33 and 34, which provides ample procurement opportunities from local fishers.

The Residential Property is situated on 2.5 acres of land and includes a ~2,604 ft<sup>2</sup> residential building which has been converted into two apartments. The Residential Property was previously used by AOW to house workers.

This sale and information package (the "**Sale and Information Package**") is not intended for general circulation or publication, nor is it to be reproduced or used for any purpose other than that outlined herein. The Receiver does not assume responsibility or liability for losses occasioned to any parties as a result of the circulation, publication, reproduction, or use of this Sales and Information Package.

The information provided herein was obtained from the books and records of AOW and information compiled since Deloitte's appointment as Receiver. The information is being provided for the sole use of prospective purchasers in considering their interest in acquiring the Property discussed herein and does not purport to contain all of the information that a prospective purchaser may require. Prospective purchasers should conduct their own investigations and due diligence on the Property and the information contained in this Sale and Information Package. The Receiver specifically notes that it has not independently verified or audited any of the information contained herein. The Receiver provides no representation or warranty as to the accuracy or completeness of the information contained in this Sale and Information Package and shall have no liability for any representations expressed or implied herein, or for any omissions from this Sale and Information Package or for any other written or oral communication transmitted to prospective purchasers in

**Sale and Information Package**  
**Atlantic Oriental Wholesale (AOW) Incorporated**

the course of their evaluation of the assets. As further set out in the NDA, under no circumstances shall any potential purchasers contact any AOW employees or former employees either directly or indirectly: (i) to answer any questions regarding the possible acquisition of the Property; or (ii) to request additional information. All inquiries must be made directly to the Receiver.

The Property is being offered for sale on an "as is, where is" basis. The Receiver makes no representations, expressed or implied, as to the suitability for use, description, condition, size, quantity, or value regarding the Property. Any purchaser will be asked, as a condition of sale, to sign an acknowledgement that they have inspected and satisfied themselves as to the condition of the Property.

The terms and conditions of sale are detailed later in this Sale and Information Package, along with the following key dates for the process:

<b>Event</b>	<b>Timing</b>
Asset viewings	By appointment during the following period: March [], 2024 to April [], 2024
Offer deadline	5:00 p.m. AST on April [], 2024 Legally binding offers to purchase (as outline in <b>Appendix B</b> ) must be delivered to the Receiver prior to the deadline outlined above.
Closing date	On or before ten (10) business days after the granting of a Sale Approval and Vesting Order by the Court or such other time as may be agreed by the Purchaser and the Receiver. Any extension of the Closing Date will be at the sole discretion of the Receiver.

Potential bidders are advised that the highest or any offer need not be accepted by the Receiver. Offers shall be subject to the terms and conditions of sale which shall be deemed to form part of the offer.

To arrange to view the Property, please contact Ian Lewis by phone at (902) 721-5540 or by email at [ilewis@deloitte.ca](mailto:ilewis@deloitte.ca).

DATED at Halifax, Nova Scotia this [TBD]<sup>[TBD]</sup> day of March 2024.

**DELOITTE RESTRUCTURING INC.**

In its capacity as Receiver and  
Manager of Atlantic Oriental Wholesale (AOW) Incorporated  
and not in its personal capacity



# Appendix A – Terms and Conditions of Sale

Deloitte, in its capacity as Receiver of AOW and not in its personal capacity, is offering for sale herein its interest, if any, in the Property owned by AOW on the following terms and conditions (the “**Terms and Conditions of Sale**”):

## Offers

1. The Property is being offered for sale on an “as is, where is” without recourse basis and with no representations or warranties from the Receiver or any other party as to title, encumbrances, description, fitness for use, condition (environmental or otherwise), defect (patent or latent), collectability, merchantability, quantity, quality, value or the validity, invalidity, or enforceability of any patent, copyright or trademark right, or any other matter or thing whatsoever, either stated or implied.
2. All offers made for the Property (each, an “**Offer**”) must be submitted by completing the form of Offer to Purchase attached hereto (**Appendix B**). Offers shall be delivered to the Receiver electronically via email to Ian Lewis at [ilewis@deloitte.ca](mailto:ilewis@deloitte.ca).
3. The Offers must be received by **5:00 p.m. (AST) on [April [TBD], 2024]** (the “**Offer Deadline**”). Offers that do not strictly comply with these Terms and Conditions of Sale may, at the absolute discretion of the Receiver, be rejected for that reason alone.
4. All Offers must be accompanied by a bank draft or certified cheque, in each case drawn on a Chartered Bank or Credit Union, payable to “Deloitte Restructuring Inc., in Trust”, in an amount equal to fifteen percent (15%) of the offered purchase price for the Assets (the “**Deposit**”). Deposits can also be submitted via wire transfer.
5. The Property is more particularly described in **Appendix C**.
6. Each party making an offer (the “**Offeror**”) must rely on its own judgment, inspection, and investigation of the Property. Each Offeror acknowledges and agrees that it has had a full opportunity to conduct, and has conducted, such tests, examinations, inspections, and investigations as it deems necessary or advisable to fully acquaint itself with the Property, its fitness for particular purpose, location, existence, condition, quality, quantity, merchantability, suitability for intended purpose and with any other attributes that the Offeror considers relevant.
7. Viewing of the Property will be by appointment only. Appointments can be made by contacting Ian Lewis by phone at (902) 721-5540 or by email at [ilewis@deloitte.ca](mailto:ilewis@deloitte.ca).
8. The submission of any Offer to the Receiver shall constitute an acknowledgement and an acceptance by the Offeror of the terms of the Offer to Purchase, and the Terms and Conditions of Sale.
9. Offerors will have until the expiration of the Offer Deadline to proceed with due diligence.
10. Each Offeror acknowledges that it has had the opportunity to consult with, and has consulted with, its own independent legal counsel prior to making the Offer.
11. Any Offer accepted by the Receiver will be subject to approval by the Court. The order respecting Court approval shall be in a format acceptable to the Receiver.

12. Any Offer contemplating the purchase of fish buyers licenses and/or fish processors licenses may be subject to approval from the respective Provincial and/or Federal regulator body as may be applicable.

### **Sale Process**

13. The Receiver reserves the right to amend or terminate this sale process, or to withdraw or amend the contents of the Property, at any time, at its sole discretion. With respect to any withdrawal or amendment, the sole obligation of the Receiver to the Offeror shall be to inform the Offeror of the withdrawal or amendment. With respect to the termination of the sales process, the sole obligation of the Receiver to the Offeror shall be to return any Deposit it has received without interest or deduction.

### **Acceptance of Offers**

14. The Receiver shall be entitled to accept Offers prior to the Offer Deadline.
15. Each Offeror acknowledges that the Receiver is not obligated to accept any Offer and the highest Offer shall not necessarily be accepted. The Receiver reserves the right to reject any or all Offers without explanation in its sole and unfettered discretion.
16. After receipt of the Offers, the Receiver may, in its sole discretion, negotiate with any Offeror to seek clarification and negotiate further with any Offeror in respect of any Offer. The Receiver shall not be obliged to negotiate with any Offeror or give any Offeror the opportunity to resubmit an Offer, whether or not the Receiver negotiates with other Offeror(s).
17. Upon submission of an Offer to the Receiver, no Offeror shall be entitled to retract, withdraw, vary or amend the Offer prior to acceptance or rejection thereof by the Receiver, without the prior written consent of the Receiver.
18. Deposits accompanying Offers that are not accepted by the Receiver shall be returned without interest thereon by wire transfer, prepaid registered mail or courier to the unsuccessful Offeror at the address set forth in the Offer, as soon as reasonably possible after the Offer Deadline.
19. Upon the acceptance of an Offer from an Offeror (the "**Purchaser**") in writing by the Receiver:
  - a. the Receiver will apply to the Court for a sale approval and vesting Order (the "**Sale Approval and Vesting Order**"), in a form acceptable to the Receiver which will, amongst other things and if granted, vest title to the Property in the Purchaser free and clear of any and all security interests (whether contractual, statutory, or otherwise), hypothecs, caveats, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, or otherwise excepting utility caveats;
  - b. the closing date shall be established as the earlier of ten (10) business days after the granting of a Sale Approval and Vesting Order by the Court, or such other date as agreed to by the Receiver and the Offeror (the "**Closing Date**"); and
  - c. the Deposit made by the Purchaser shall be non-refundable, except as set out herein.
20. If the sale contemplated is completed, the Purchaser's Deposit will be applied, without interest, against the purchase price.
21. If an Offer is accepted by the Receiver, but the sale of the Purchased Assets is not completed as a result of any act or omission on the part of the Purchaser, the Purchaser's Deposit shall be forfeited to the Receiver as a genuine pre-estimate of liquidated damages and not as a penalty. Furthermore, the Receiver shall be entitled to pursue all of its rights and remedies against the Purchaser.

22. The Property shall remain at the risk of the Receiver until the Closing Date. The Property thereafter shall be at the risk of the Purchaser. Until the closing, the Receiver shall hold all insurance policies or proceeds thereof in trust for the parties as their interests may appear and, in the event of substantial damage to the Property, the Purchaser may either have the net proceeds of the insurance and complete the transaction or may cancel the transaction and have all monies theretofore paid returned without interest, cost or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obliged to complete the transaction and be entitled to the net proceeds of insurance referenced to such damage.
23. The Offeror shall cause to be paid and delivered to the Receiver on the Closing Date the offered purchase price plus any applicable goods and services tax and any other applicable taxes, net of the deposit already paid to the Receiver. These amounts shall be paid to the Receiver on the Closing Date by certified cheque, bank draft or wire, in each case drawn on a Chartered Bank or Credit Union by the Purchaser. After payment the Purchaser shall take delivery and possession of the Purchased Assets on an "as is and where is" basis on the Closing Date, without recourse to the Receiver or its respective employees, partners, directors, officers servants and agents.
24. Without limitation, the Property shall be as it exists on the Closing Date with no adjustments to be allowed to the Purchaser for changes in condition, qualities or quantities from the date of viewing to the Closing Date. The Purchaser acknowledges and agrees that the Receiver shall not be required to inspect the Property or any part thereof and the Purchaser shall be deemed at its own expense to have relied entirely on its own inspections and investigations.
25. The Purchaser acknowledges that no right, duty, or liability, express or implied, pursuant to the *Sale of Goods Act* (Nova Scotia) or similar legislation in other jurisdictions, shall apply hereto and all of the same are hereby expressly waived by the Purchaser.
26. The Purchaser agrees that all the insurance maintained by the Receiver in respect of the Property shall be cancelled on the Closing Date and that the Purchaser shall be responsible for placing its own insurance from and after closing.
27. The Purchaser shall indemnify the Receiver and hold the Receiver harmless against and from all losses, costs, damages and expenses which the Receiver may sustain, incur or be or become liable for by reason of or arising from any operations of the Purchaser in relation to the Property.
28. At the Closing Date, the Purchaser shall be entitled to such deeds or assignments as may be considered necessary by the Receiver to convey the Property to the Purchaser provided that the Purchaser shall remain liable notwithstanding any assignment thereof by the Purchaser. Any such deeds or assignments shall contain only a release of the Receiver's interest in the Property and shall not contain any covenant other than a covenant that the Receiver has not done any act to encumber the Property. The Receiver shall not be required to produce any abstract of title, title deeds or documents thereof or any evidence as to title, other than those in its possession.
29. If Court approval of any sale transaction in a form satisfactory to the Receiver is not obtained, the contemplated purchase shall be deemed terminated and the Deposit accompanying the Offer shall be returned to the Purchaser without interest as soon as reasonably practicable in the manner set out above.
30. The Offeror and the Receiver mutually agree to do all such further acts and execute all such further documents and instruments as may reasonably be necessary or convenient to give full effect to the sale transaction.

**General**

31. Deloitte is acting solely in its capacity as Receiver of AOW, and not in its personal capacity, and Deloitte (and its employees, servants and agents) shall have no liability whatsoever in any way related to the Sale and Information Package, the Offer to Purchase, the Terms and Conditions of Sale, or in any way related to the Property (as these terms are defined herein), whether in contract, in tort, under statute or otherwise.
32. All stipulations as to time are strictly of the essence.
33. The Sale and Information Package, the Offer to Purchase, and the Terms and Conditions of Sale, shall be governed by and construed in accordance with the laws of Canada and the laws of the Province of Nova Scotia, as such may be applicable, and the Offeror hereby irrevocably attorns to the jurisdiction of the Supreme Court of Nova Scotia in Bankruptcy and Insolvency.

DATED at Halifax, Nova Scotia this [TBD]<sup>[TBD]</sup> day of March 2024.

**DELOITTE RESTRUCTURING INC.**

In its capacity as  
Receiver and Manager of Atlantic Oriental Wholesale (AOW) Incorporated  
and not in its personal capacity.

## Appendix B – Offer to Purchase

### Deloitte Restructuring Inc. Court appointed Receiver and Manager of Atlantic Oriental Wholesale (AOW) Incorporated

#### OFFER TO PURCHASE

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**TO: DELOITTE RESTRUCTURING INC.  
RECEIVER AND MANAGER OF ATLANTIC ORIENTAL WHOLESAL (AOW) INCORPORATED**  
1741 Lower Water Street, Suite 800  
Halifax, Nova Scotia, B3J 0J2  
Attention: Ian Lewis

1. Name of Offeror: \_\_\_\_\_
2. Address of Offeror: \_\_\_\_\_
3. Telephone and fax: \_\_\_\_\_
4. E-mail address: \_\_\_\_\_

The undersigned acknowledges having received and reviewed the Terms and Conditions of Sale ("**Terms and Conditions**") pertaining to the sale of the Property, that the Offeror has inspected and satisfied themselves as to the condition of the Property, and that this Offer is submitted pursuant to the said Terms and Conditions and the undersigned agrees to be bound thereby as if the same were set out herein as part of this Offer.

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<b>Parcel Description</b>	<b>Offer in Canadian dollars (excluding any applicable taxes)</b>
En bloc – Parcel 1, 2 and 3	\$
Parcel 1 – Lobster Holding Facility	
Parcel 1A – Land & Buildings	\$
Parcel 1B – Generators (Note 1)	\$
Parcel 1C – Movable equipment (Note 1)	\$
Parcel 1D – Licenses (Fish Buyers/Processors) (Note 1)	\$
Parcel 2 – Vehicles	
Parcel 2A – Forklifts (Note 1)	\$
Parcel 2B – Other Vehicles	\$
Parcel 3 – Residential Property	\$
<b>Total Offer Price</b>	<b>\$</b>
<b>Deposit enclosed (15%) (Note 2)</b>	<b>\$</b>

Offerors may present an en bloc offer, individual offers on specific parcels or combination offers on multiple parcels.

**Sale and Information Package**  
**Atlantic Oriental Wholesale (AOW) Incorporated**

**Note 1:** Due to encumbrances specific to Parcel 1B, 1C, 1D and 2A, Offerors interested in acquiring these parcels on a standalone basis or as part of an *en bloc* offer must indicate the specific amount of their offer attributable to Parcel 1B, 1C and 2A.

**Note 2:** All deposits must be made by certified cheque, bank draft or wire payable to "Deloitte Restructuring Inc., in Trust".

**DATED** at the City of \_\_\_\_\_ in the Province/State of \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signature of Offeror: \_\_\_\_\_

# Appendix C – Asset Overview

## Parcel #1

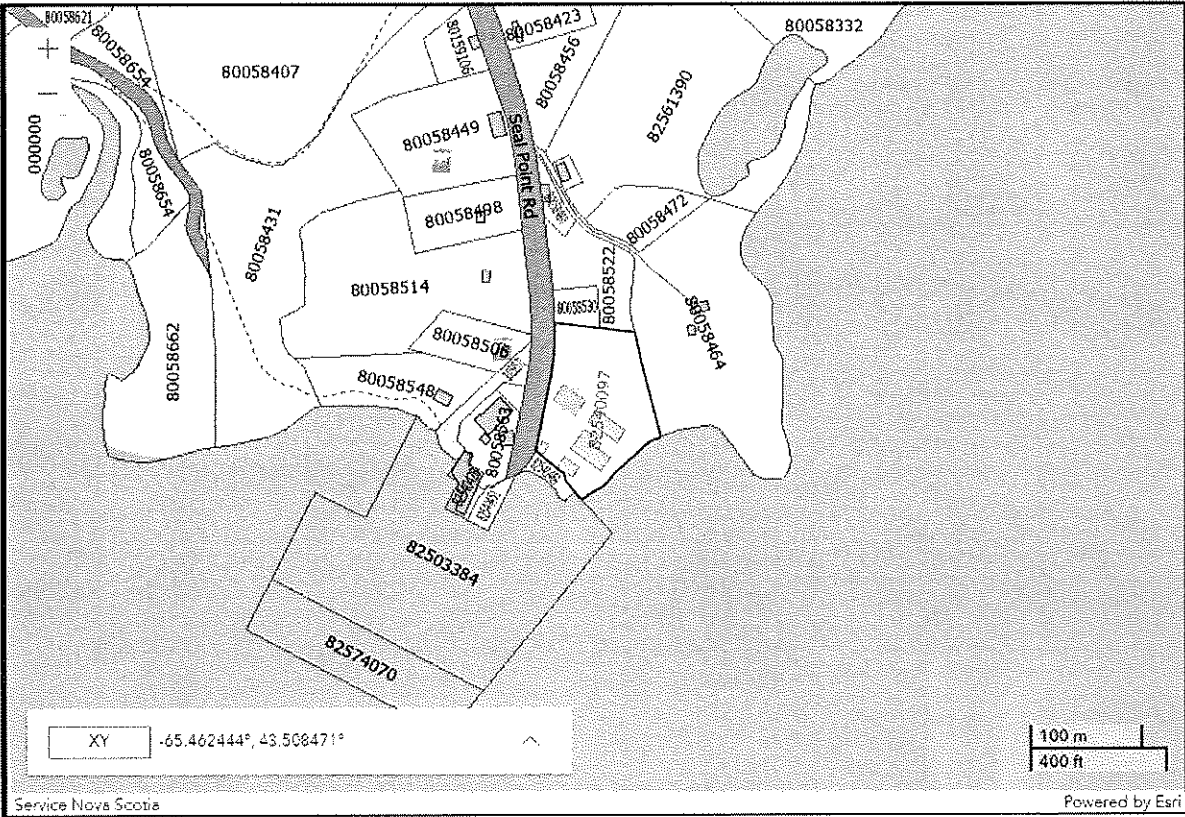
Parcel #1 including land, buildings and various equipment summarized below has been divided into the following sub-parcels (A - C).

**Parcel #1A includes the following:**

- Land and buildings located at 119, 121, 123, 125 and 127 Seal Point, Upper Port La Tour, Nova Scotia (PID 82540097)

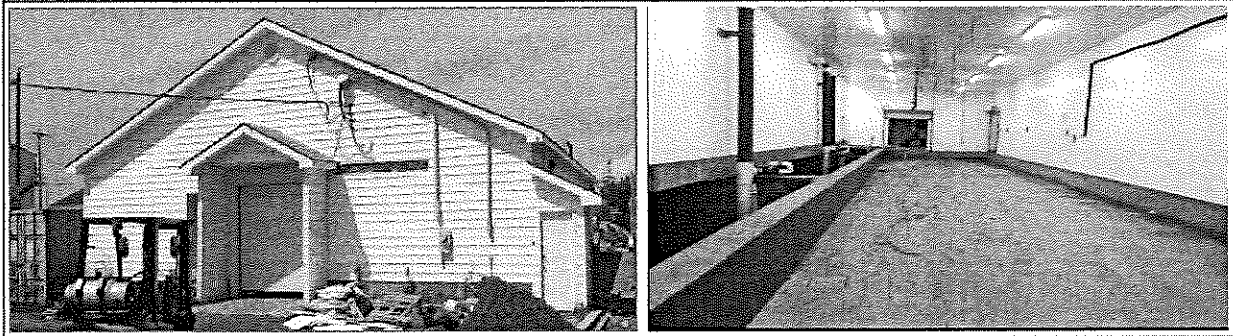
Land	
<b>Description</b>	
<b>Civic addresses<sup>1</sup></b>	119, 121, 123, 125, and 127 Seal Point Road, Upper Port La Tour, Nova Scotia
<b>Parcel Identification number</b>	PID 82540097
<b>Frontage or Area</b>	2.71 Acres
<b>County</b>	Shelburne
<b>Zoning</b>	General Development (GD) Zone

Note 1: Water cooler/chiller building does not have a civic address however is listed in the NS Property Registry under PID 82540097.



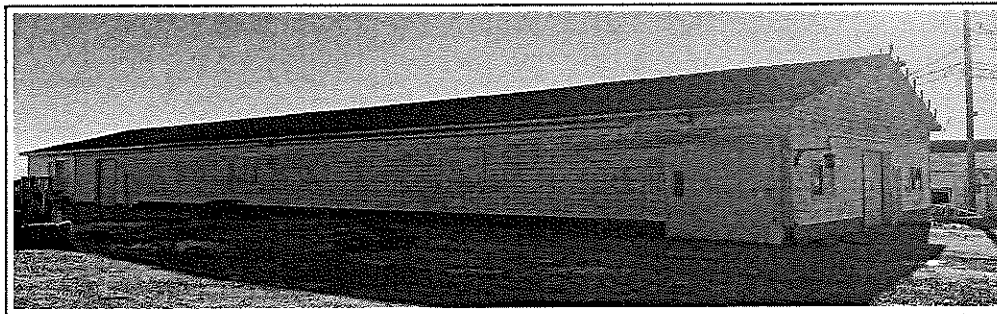
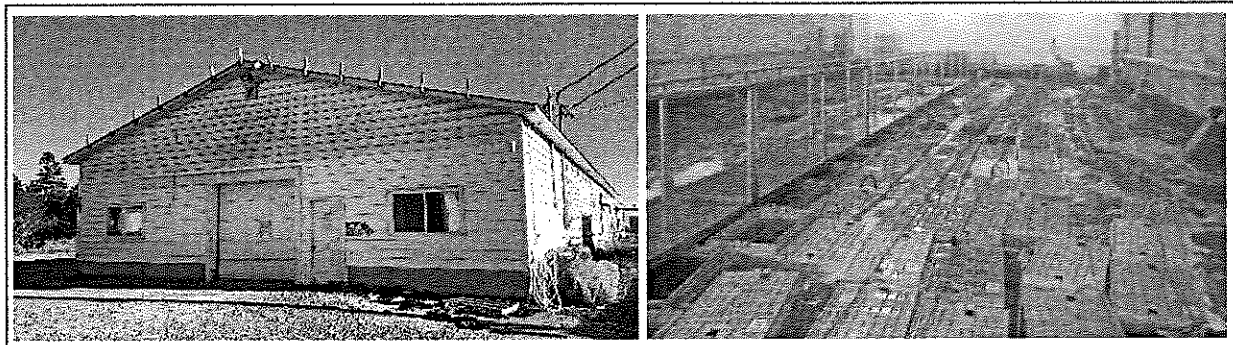
**Buildings: 119 Seal Point Road (3,781 ft<sup>2</sup>)**

<b>Lobster Holding Facility</b>	
<b>Foundation:</b>	Poured concrete
<b>Structure:</b>	Wood frame with vinyl siding
<b>Roof:</b>	Tin roof (new in 2023)
<b>Loading Docks:</b>	1 x at grade
<b>Interior Walls:</b>	PVC
<b>Interior Floors:</b>	Concrete
<b>Ceilings:</b>	PVC
<b>Clear Height:</b>	12 feet
<b>Fixed Equipment:</b>	Storage tank (Live holding capacity: 75,000 lbs)



**Buildings: 121 Seal Point Road (5,982 ft<sup>2</sup>)**

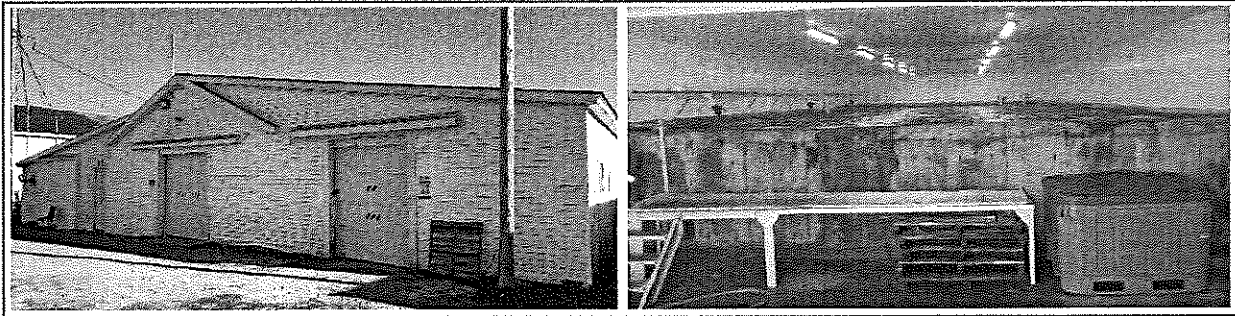
<b>Lobster Holding Facility</b>	
<b>Foundation:</b>	Poured concrete
<b>Structure:</b>	Wood frame with vinyl siding
<b>Roof:</b>	Asphalt shingle. (redone in 2023)
<b>Loading Docks:</b>	Yes
<b>Interior Walls:</b>	PVC
<b>Interior Floors:</b>	Concrete
<b>Ceilings:</b>	PVC
<b>Clear Height:</b>	12.2 feet
<b>Fixed Equipment:</b>	Storage tank (Live holding capacity: 120,000 lbs)





**Buildings: 123 Seal Point Road (6,160 ft<sup>2</sup>)**

<b>Lobster Holding Facility</b>	
<b>Foundation:</b>	Poured concrete
<b>Structure:</b>	Wood frame with vinyl siding and concrete block.
<b>Roof:</b>	Asphalt shingle. (redone in 2023)
<b>Loading Docks:</b>	Yes
<b>Interior Walls:</b>	PVC, concrete block and painted plywood
<b>Interior Floors:</b>	Concrete
<b>Ceilings:</b>	PVC and painted plywood
<b>Clear Height:</b>	8.4 feet
<b>Fixed Equipment:</b>	Storage tank (Live holding capacity: 40,000 lbs)



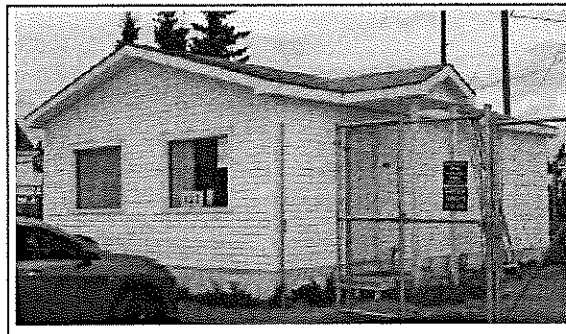
**Buildings: 125 Seal Point Road (1,344 ft<sup>2</sup>)**

<b>Storage Facility</b>	
<b>Description:</b>	Minimal finishes and is used purely for storage purposes.



**Buildings: 127 Seal Point Road (658 ft<sup>2</sup>)**

<b>Office</b>	
<b>Description:</b>	Finished with laminate flooring, wood paneling walls and suspended tile ceiling. It has a 2-piece washroom. New asphalt shingles in April 2023.

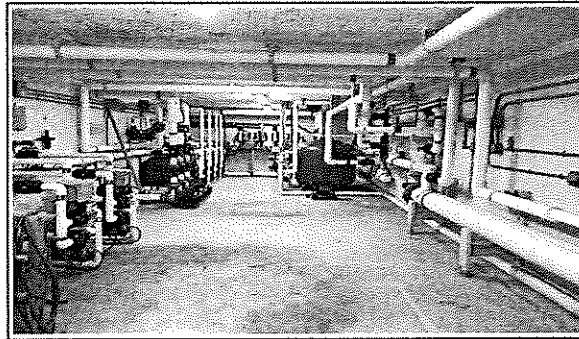
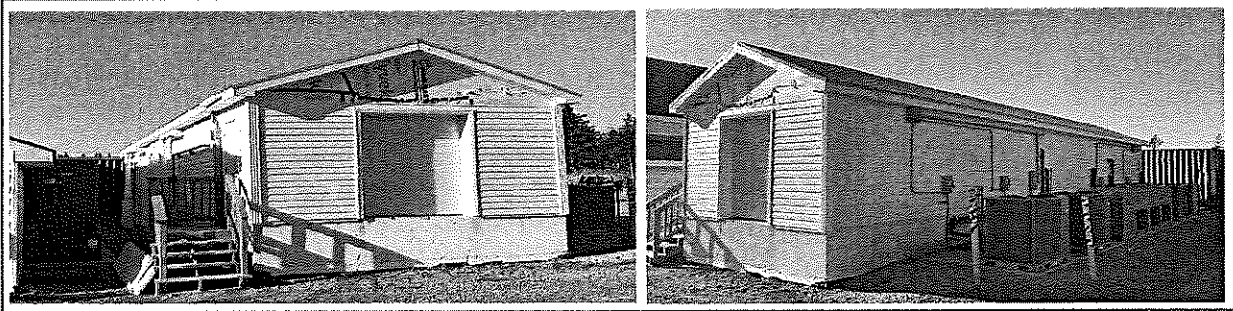


**Buildings: Water cooling/chiller building (~750 ft<sup>2</sup>)**

**Office**

**Description:**

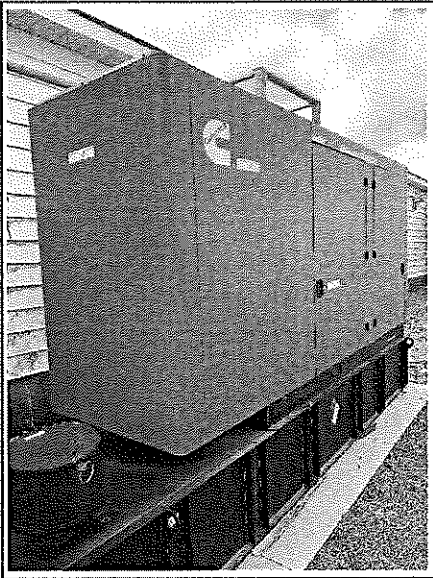
Newly constructed building (built in 2022) which provides cooling/chilling to all of the live lobster holding tanks. Tin roof.



**Parcel #1B includes the following:**

**Parcel 1B - Generators**

Description	Serial number (if applicable)	Quantity
Cummins C150 Diesel Generator		2



**Parcel #1C includes the following:**

**Parcel 1C - Movable equipment**

Description	Serial number (if applicable)	Quantity
Wooden Cabinet On Wheels With Drawers		1
Sharp Microwave		1
Large Office Desk (~ 8Ft)		1
Master Chef Mini Fridge		1
Whiteboard On Wheels		1
Whiteboard		1
Wooden Cabinet		1
4 Shelf Filing Cabinet		2
Office Desk		4
Small 6 Shelf Filing Cabinet		1
Small 2 Shelf Filing Cabinet		3
Office Chairs		6
Office Desk With Filing Drawers		1
Folding Chair		1
Folding Chair		2
Folding Wooden Desk		1
Sharp Mx-C303W Photocopier	03022513	1
Tru Red Paper Shredder	30300974MJ2	1
Various Office Supplies (I.e., Pens, Hole Punch, Stapler, Blank Paper, Etc.)		n/a
Hp Photosmart Q4680 Printer	CN9AGDY1R2	1
Dirt Devel Vacuum		1
Desk Lamp		1
White Board		1
Plastic Storage Shelves (3 Shelves)		1
Frigidaire Fridge		1
Gold Star Microwave		1
Kettle		1
Sunbeam Coffee Pot		1
Water Cooler		1
Plastic Cabinets (4 Shelves)		1
Picnic Tables		2
Office Desk		1
Wooden Shelf (4)		1
Office Chair		1
Plastic Storage Shelves (4 Shelves)		1
Fridge		1
Plastic Cabinets (2 Shelves)		1
Whiteboard		1
Folding Desk		1
4 Shelf Filing Cabinet		1
Plastic Storage Shelves (5 Shelves)		2
Plastic Storage Shelves (4 Shelves)		3
Samsung Monitor	BZ8534RN907313R	1
Watchnet Digital Video Recorder	14ENMR216P0E2T2004224023	1
Small Monitors	H9LMTJ023433, 6CM34908DS, CNC005PG4T	3
Asus Monitor	H9LMTJ023433	1
Panasonic Landline Phone		1
Hp Desktop	MXL4291HN2*	1
Genus Fli Wall Heater		1
Reflective Apparel		1

**Parcel 1C - Movable equipment**

Description	Serial number (if applicable)	Quantity
Sigma Steel Hand Film		23 boxes
Pallet Jack (5500 Lbs)		1
Wooden Work Bench		1
Pallet Jack (5500 Lbs)		5
Push Lawnmower	1D182K20490	1
Pump		1
Benchmark Pressure Washer	L20LT003749	1
Plastic Sawhorses		2
Evercraft Pressure Washer		1
Workbench		1
Wooden Sawhorses		2
Hydraulic Power Unit (12 Ton)		1
Performance Plus 20 Gallon Air Compressor		1
Service Jack (3.5 Ton)		1
Air Compressor		1
Poulan Wild Thing Chainsaw		2
Homelite Chainsaw	MA1880640	1
Rope (New In Package)		1
Various Power/Hand Tools		n/a
Wheelbarrow		1
Whipper Snipper		1
Phillips Cri Lights (F40T12Cw)		~ 15
Louisville 5-Step Ladder		1
Featherlite 5-Step Ladder		1
Powerfist Air Compressor (5 Hp)		1
Pallet Jack (5500 Lbs)		4
Mastercraft 5-Step Ladder		1
Wooden Pallets		~ 25
Wooden Pallets		~ 150
Seacan (Red)		1
Seacan (White)		1
Scrap Metal		1
Wooden Steps		1
Wooden Pallets		~ 20
Fish Tubs		~ 125
Lot Of Lobster Crates		n/a
Lot Of Cardboard Packaging Boxes		n/a
Lot Of Fish Plant Gear		n/a
Lot Of Waterproof Work Gloves		n/a
Lot Of Aow Packing Tape		n/a
Buoy Light		1
Little Hotties Glove/Boot Hanger		2
Lobster Crates		~ 40
Fiat Conveyor Belt		12
Plastic Storage Bin Tops		~ 80
Plastic Pallets		~ 100
Husqvarna Snowblower (St 124)		1
Air Filtration System		1
Couch		1
Kohler Power Systems Fast Response Generator		1

Parcel #1D includes the following:



**LICENCE HOLDER:**

ATLANTIC ORIENTAL WHOLESALE  
127 SEAL POINT ROAD  
UPPER PORT LATOUR, NS B0W 1E0

**FISH BUYERS LICENCE**

BL2759

**Effective Date:** January 1, 2024

**Expiry Date:** December 31, 2024

NON-ASSIGNABLE  
NON-TRANSFERABLE

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**CONDITIONS OF LICENCE**

Compliance with the Fisheries and Coastal Resources Act and the Fish Buyers' Licensing and Enforcement Regulations. Compliance with the attached Fish Buyers Licence Conditions.

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**SPECIES THAT MAY BE PURCHASED**

Category	Species
Groundfish	Catfish, Cod, Cusk, Flounder, Grenadier, Haddock, Hake (Silver), Hake (White), Halibut (Atlantic), Lumpfish, Monkfish, Ocean Perch, Pollock, Skate
Shellfish	Lobster
Aquaculture Products	Aqua-Finfish, Aqua-Shellfish

A handwritten signature in black ink, appearing to read "M. Blin", is written over a horizontal line.

Registrar



Fisheries and Aquaculture

**LICENCE HOLDER:**

ATLANTIC ORIENTAL WHOLESALÉ  
127 SEAL POINT ROAD  
UPPER PORT LATOUR, NS B0W 1E0

**FISH PROCESSOR LICENCE**

PL2758

**Effective Date:** January 1, 2024

**Expiry Date:** December 31, 2024

NON-ASSIGNABLE  
NON-TRANSFERABLE

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**CONDITIONS OF LICENCE**

Compliance with the Fisheries and Coastal Resources Act and the Fish Inspection Regulations. Compliance with the attached Fish Processor Licence Conditions.

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**SPECIES THAT MAY BE PRIMARY PROCESSED**

Aqua-Finfish, Aqua-Shellfish, Catfish, Cod, Cusk, Flounder, Grenadier, Haddock, Hake (Silver), Hake (White), Halibut (Atlantic), Halibut (Greenland), Lobster, Lumpfish, Monkfish, Ocean Perch, Pollock, Skate

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**FORMS OF PRIMARY PROCESSING**

Fresh, Frozen

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**FACILITY LOCATION(S)**

127 Seal Point Road, Upper Port La Tour, NS

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REGISTRAR

## **Parcel #2**

Parcel #2 includes various vehicles, summarized below, has been divided into the following sub-parcels (A - B).

**Parcel #2A includes the following:**

### **Parcel 2A - Forklifts**

<b>Description</b>	<b>Serial number (if applicable)</b>	<b>Quantity</b>
2020 Hyundai 25L 7A Forklift	HHKHHF08LL0005596	1
2020 Hyundai 25L 7A Forklift	HHKHHF08VL0005501	1

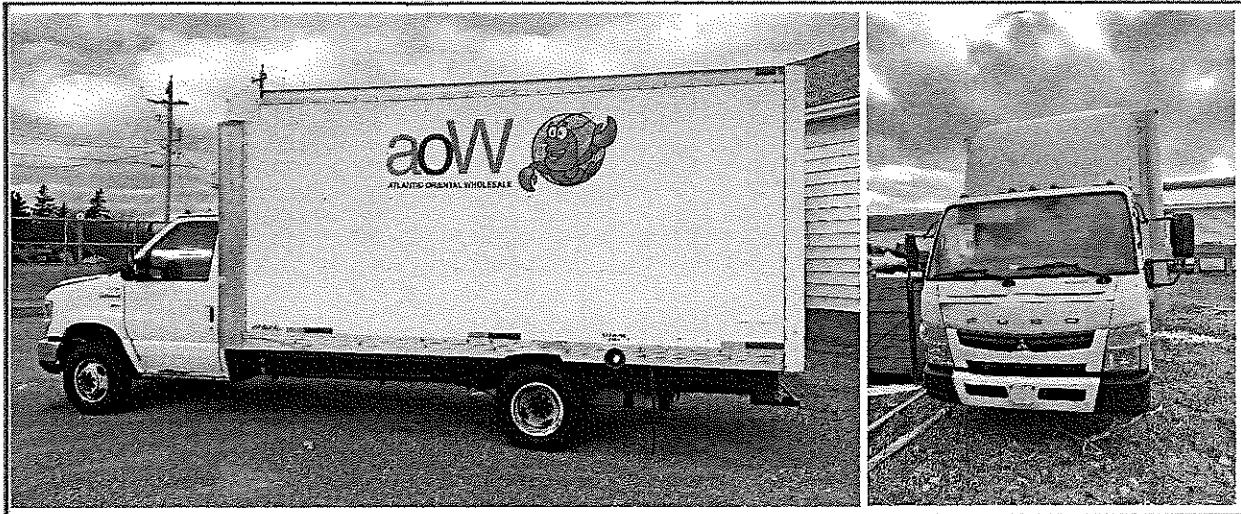




**Parcel #2B includes the following:**

**Parcel 2B - Other Vehicles**

Description	Serial number (if applicable)	Quantity
Ford E-450 (with Multi Vans Truck Body (59813))	1FDWE4FLOEDA45035	1
2012 Mitsubishi Fuso Truck	JL6BNH1A2CK005359	1

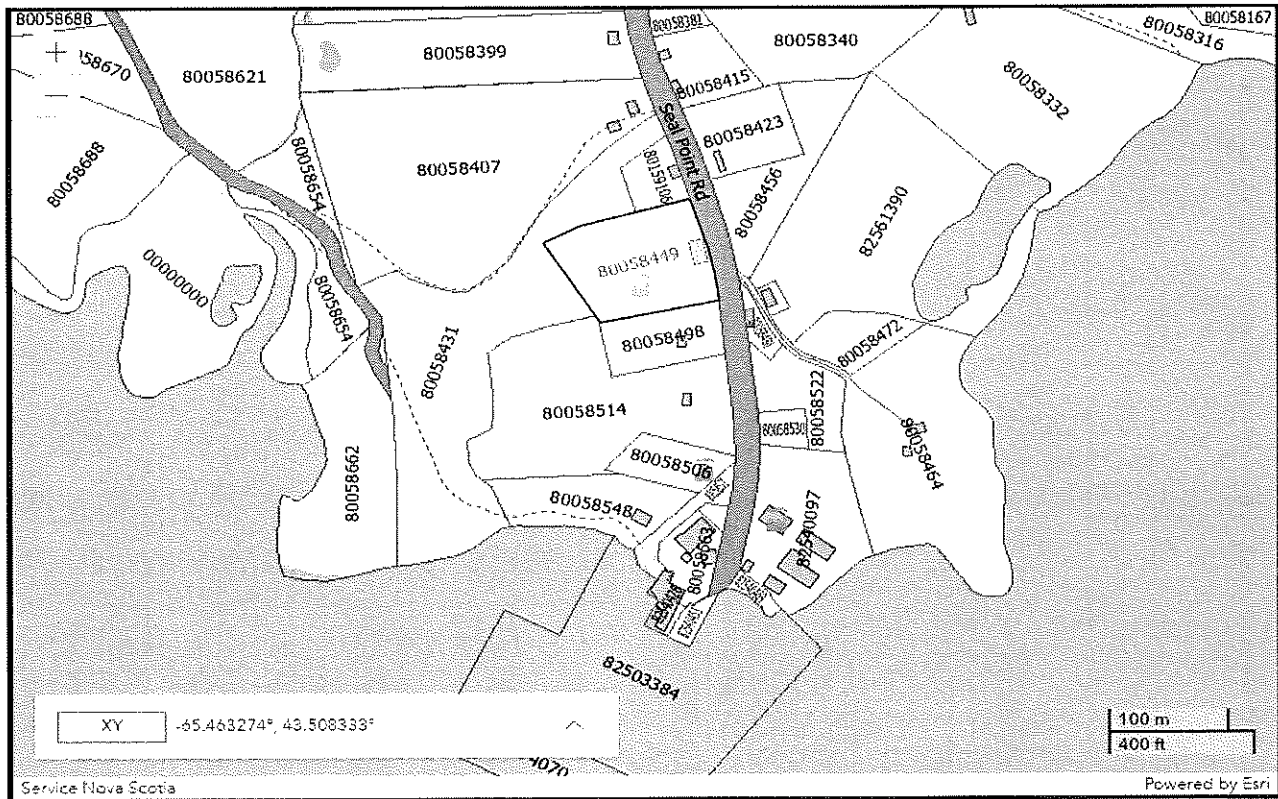


## Parcel #3

Parcel #3 including land, buildings and various furniture/fixtures summarized below located at 70 Seal Point, Upper Port La Tour, Nova Scotia (PID 80058449)

### Land:

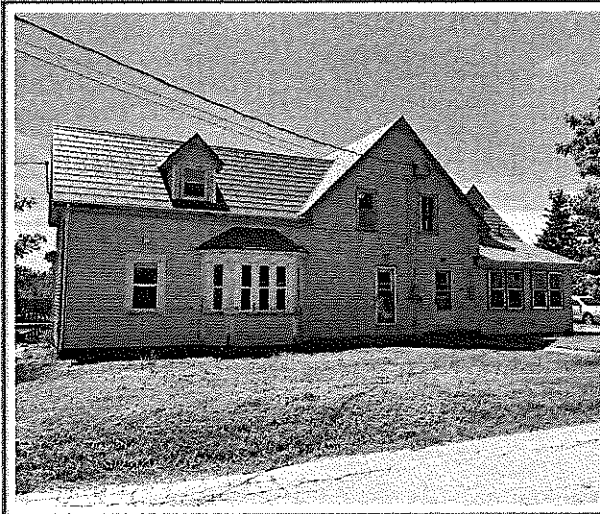
<b>Description</b>	70 Seal Point Road, Upper Port La Tour, Nova Scotia
<b>Civic address</b>	70 Seal Point Road, Upper Port La Tour, Nova Scotia
<b>Parcel Identification number</b>	PID 80058449
<b>Frontage or Area</b>	2.50 Acres
<b>County</b>	Shelburne
<b>Zoning</b>	Rural Development (RD) Zone



**Buildings (70 Seal Point Road)**

**Multi-unit Residential Building**

<b>Type</b>	Duplex
<b>Style</b>	Side by Side
<b>Building Style</b>	1.5 Level
<b>Building Dimensions</b>	64x26
<b>Beds</b>	Six
<b>Bath</b>	Two
<b>Total Living Area</b>	2,604 ft <sup>2</sup>
<b>Main Living Area</b>	1,664 ft <sup>2</sup>
<b>Parcel Size</b>	2.5 acres
<b>Assessed (2024)</b>	\$219,200
<b>Roof</b>	Metal
<b>Exterior</b>	Vinyl
<b>Foundation</b>	Stone
<b>Basement</b>	Underdeveloped, Partial, Crawl Space
<b>Heating</b>	Baseboard
<b>Fuel Supply</b>	Electric
<b>Drinking Water</b>	Well, Dug
<b>Sewer</b>	Septic



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**APPENDIX D  
SECURITY OPINION**

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**FILE REFERENCE:**  
175427

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February 26, 2024

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Dear Mr. Foran:

**Re: Atlantic Oriental Wholesale (AOW) Incorporated**

This letter is my independent opinion prepared in accordance with §13.4(1) of the *Bankruptcy and Insolvency Act* (“BIA”) with respect to the validity and enforceability of the security encumbering the real and personal property of Atlantic Oriental Wholesale (AOW) Incorporated (“AOW”).

#### **Documentation**

I reviewed the following documentation in preparing this opinion:

- March 2, 2022, Mortgage of AOW in favour of Business Development Bank of Canada (“BDC”);
- March 2, 2022, General Security Agreement of AOW in favour of BDC;
- March 2, 2022, Guarantee of Kim in favour of BDC;
- March 3, 2022, Loan Amendment of AOW in favour of BDC;
- March 29, 2022, Loan Amendment of AOW in favour of BDC;
- January 18, 2023, Promissory Note of AOW in favour of BDC; and
- January 25, 2023, Loan Amendment of AOW in favour of BDC.

(collectively the “Security”)

Based on the foregoing, the total secured debt owing by AOW to BDC pursuant to the Security as of January 25, 2023, is **\$1,222,795.00**.

### **Searches and Jurisdiction**

I also performed various searches in preparing this opinion which is prepared pursuant to the laws of Nova Scotia and the federal laws of Canada applicable herein. I express no opinion as to the laws of any other province. The searches are attached for ease of reference and reveal:

- The mortgage of AOW in favour of BDC is recorded against the property located at Seal Point Road, Upper Port La Tour, Nova Scotia, more particularly described as PID No. 82540097; and
- PPSA searches over the personal property of AOW.

### **Assumptions**

1. AOW is registered in Nova Scotia and has not been dissolved.
2. At all relevant times, AOW had the power and capacity to carry on business and execute and deliver security documents, to perform all its obligations under the security documents and secure its obligations as provided for in the Security.
3. The execution, delivery and performance of the obligations in the Security has been duly authorized by all necessary corporate action by the necessary parties.
4. All signatures are genuine on the Security submitted to the writer is authentic and confirms to the original.
5. The legal capacity to execute the Security.
6. The collateral described in the security does not include consumer goods as defined by the *Personal Property Security Act* of Nova Scotia.
7. All of the monies described in the Security has been advanced.
8. With respect to the Security given, AOW has not agreed in writing or orally to any postponement of the time for attachment of the security interests referred to in the Security.

## Opinion

Based upon and relying on the foregoing, and subject to the qualifications, limitations and restrictions herein expressed, I believe that the Security forms and is a binding valid first charge over the real property and a binding valid second charge over the personal property (except those specific serial numbered goods in various other PPSA registrations) described therein and enforceable against the parties thereto.

The foregoing opinion with respect to the Security is subject to the following qualifications, limitation and restrictions:

1. I provide no opinion on the existence of any personal property over which the Security grants security including serial numbered goods;
2. The enforceability of the Security is subject to applicable law, including bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights in general;
3. Equitable remedies, including, without limitation, specific performance and injunctive relief, may be granted only in the discretion of a Court of competent jurisdiction;
4. All rights duties and obligation arising under the Security must be exercised and discharged in good faith and in a commercially reasonable manner;
5. I express no opinion about the validity of any loans secured by the Security;
6. I express no opinion regarding the existence or priority of municipal liens including municipal taxes;
7. I express no opinion as to the priorities as between the Security held by AOW and any other security or any other competing claims and we express no opinion as to the validity of any enforcement steps taken or contemplated.
8. Without limiting the generality of the foregoing, the priority of security interests created by the Security are subject to the operation of the laws of Canada and Nova Scotia in effect from time-to-time creating statutory liens and trusts have priority over registered mortgages, charges and security interests such as those contained in the Security;
9. Notwithstanding registration under the PPSA will perfect a security interest in all forms of collateral to which the Act applies, perfection by possession of certain types of collateral may provided additional rights to a secured party.



I am also not aware of facts that would permit annulment of the Security under §95 of the BIA.

I am not aware of any information indicating that the persons granting the Security were insolvent at the time of the purported to grant security or that the Security was otherwise entered into in fraud of creditor's rights.

This opinion is prepared solely for the benefit of person to whom this letter is addressed and may not be used or relied on by any other person for any other purpose and may not be quoted from or referred to in any other document on manner without prior written consent.

Thank you for your courtesy and cooperation.

Yours truly,

**BOYNECLARKE LLP**



Joshua J. Santimaw