

Form 5.03

2025



539955

Hfx. No.

SUPREME COURT OF NOVA SCOTIA



IN THE MATTER OF THE RECEIVERSHIP OF ANNAPOLIS MANAGEMENT, INC., RUBY LLP, BSL HOLDINGS LIMITED, 3337151 NOVA SCOTIA LIMITED and 4551650 NOVA SCOTIA LIMITED

Between:

DOURO CAPITAL LIMITED, GRAYSBROOK CAPITAL LIMITED, LEAGUE SAVINGS AND MORTGAGE COMPANY, ATLANTIC CREDIT, ASSUMPTION MUTUAL LIFE INSURANCE COMPANY, and 3046475 NOVA SCOTIA LIMITED

Applicants

And:

ANNAPOLIS MANAGEMENT, INC., RUBY, LLP, BSL HOLDINGS LIMITED, 3337151 NOVA SCOTIA LIMITED and 4551650 NOVA SCOTIA LIMITED

Respondents

NOTICE OF APPLICATION IN CHAMBERS

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

The Applicants request an order against you:

The Applicants in this proceeding are applying to the judge in chambers for the following relief:

1. Under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the "BIA"), and the *Judicature Act*, R.S.N.S. 1989, c. 240, an order:
 - a. abridging and validating the time for service of this Notice of Application and dispensing with further service thereof;
 - b. abridging and waiving the 10-day period for service of the s. 244(1) BIA Notices issued to the Companies by certain Applicants;

- c. lifting the statutory stay of proceedings as permitted by s. 69(4) of the BIA;
- d. approving under s. 243 of the BIA the appointment of Doane Grant Thornton ("**DGT**") as court-appointed receiver over all of the assets, undertakings, and properties of Annapolis Management, Inc. ("**Annapolis**"), Ruby, LLP ("**Ruby**"), BSL Holdings Limited ("**BSL**"), 3337151 Nova Scotia Limited ("**331 NSL**"), and 4551650 Nova Scotia Limited ("**455 NSL**") (the "**Companies**"), acquired for, or used in relation to the business carried on by the Companies, including all proceeds thereof.

The applicant started this application by filing this notice on the date certified by the prothonotary.

Grounds for order

1. As of the date of this Application, the Companies are insolvent. Their insolvency and need for liquidation through a formal process was admitted in the CCAA Application filed by the Companies on 09 January 2025 and subsequently withdrawn in face of a competing Motion for an Interim Receiver brought by Douro Capital Limited.
2. At the hearing on 14 January 2025, the Companies confirmed that their request for CCAA relief was being withdrawn. It was agreed that the Interim Receivership Motion brought by Douro Capital Limited would also be withdrawn in favour of the within Application for a court-appointed receiver under s. 243 of the BIA, which would be heard on 24 January 2025.
3. Each of the Applicants are secured creditors of one or more of the Companies and hold security over its real property interests. The Companies are in default under their respective loan agreements, each of which contain a clause which grants the Applicants the right to appoint a private receiver. Each of the Applicants have issued s. 244(1) Notices of Intention to Enforce on Security.
4. The Applicants state that it is in the best interests of the Companies, the Applicants, and the Companies' other stakeholders that the liquidation of their assets proceed under the supervision of the proposed court-appointed receiver, DGT, acting at the direction of the Applicants. No further alternative process has been put before the court for consideration by the Companies. The Applicants' supporting materials demonstrate that the relevant 'just and convenient' test prescribed by s. 243 of the BIA is met based on the facts present in this case.

5. The Applicants learned on 20 January 2025 that at least one of the Companies (455 NSL) had filed a Notice of Intention under s. 50.4(1). The Applicants are therefore also requesting to lift the BIA stay of proceedings pursuant to s. 69(4) as it pertains to any of the Companies having made such a filing prior to the hearing on 24 January 2025.

Other grounds

The Applicants rely on the following legislation, Rules, or points of law:

- *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3;
- *Bankruptcy and Insolvency General Rules*, Can. Reg. 368
- *Judicature Act*, R.S.N.S. 1989, c. 240; and
- the criteria used by this Honourable Court to assess the merits of motions made by secured creditors seeking the court appointment of receivers.

Evidence supporting application

The evidence in support of the motion will be as follows:

- (a) Affidavit of Charles Ackerman;
- (b) Additional Affidavits on behalf of other members of the Applicants' group, to be filed.

The Applicants will also rely on the Proposed Receiver's Pre-Filing and Supplemental Reports.

You may participate

A party may file with the court a notice of contest, and any affidavits upon which you rely, no more than five days after this notice is delivered to you or you are otherwise notified of the application. Filing the notice of contest entitles you to notice of further steps in the application, including notice of further affidavits.

Time and place

The application is to be heard by a judge on January 24, 2025, at 9:30am., or such other time as a judge may permit, at The Law Courts, 1815 Upper Water Street, Halifax, Nova Scotia (Tel: 902-424-4900). You have the right to be present and to be represented by counsel or to act on your own. If you are not present, the judge may proceed without you.

Possible order against you

The judge may grant a final order on the application without further notice to you if you fail to deliver your notice of contest on time, or if you or your counsel fail to appear in chambers at the above time, date, and place.

Filing and delivering documents

Any documents you file with the court must be filed at the office of the prothonotary at The Law Courts, 1815 Upper Water Street, Halifax, Nova Scotia (Tel: 902-424-4900).

When you file a document you must immediately deliver a copy of it to the applicants and each other party entitled to notice, unless a document is part of an ex parte motion, the parties agree delivery is not required, or a judge orders it is not required.

Contact information

The applicant designates the following address:

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

Documents delivered to this address are considered received by the applicant. Further contact information is available from the prothonotary.

Signature

Signed January 20, 2025



DARREN D. O'KEEFE
O'KEEFE & SULLIVAN
Counsel for the Applicants
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MARC DUNNING
BURCHELL WICKWIRE
BRYSON LLP
Local Counsel for the Applicants
190 - 1801 Hollis Street,
Halifax, NS B3J 3N4
mdunning@bwblp.ca

Prothonotary's certificate

I certify that this notice of application was filed with the court on January ____, 2025.

Prothonotary

SCHEDULE "A"
SERVICE LIST

Service List

Name	Contact
<p>Douro Capital Limited Graysbrook Capital Limited League Savings and Mortgage Company Atlantic Central Assumption Mutual Life Insurance Company 3046475 Nova Scotia Limited</p> <p>Applicants</p>	<p>Counsel for the Applicants</p> <p>Darren O'Keefe O'Keefe Sullivan 80 Elizabeth Avenue, Suite 202 St. John, NL A1A 1W7 dokeefe@okeefesullivan.com</p> <p>Marc Dunning Burchell Wickwire Bryson LLP 1900-1801 Hollis Street Halifax, NS B3J 3N4 mdunning@bwblp.ca</p>
<p>Grant Thornton Limited 1675 Grafton Street Halifax, NS B3J 0E9</p> <p>Proposed Receiver</p>	<p>Phil Clarke Phil.Clarke@doane.gt.ca</p> <p>Liam Murphy Liam.Murphy@doane.gt.ca</p>
<p>Annapolis Management, Inc. Ruby, LLP BSL Holdings Limited 3337151 Nova Scotia Limited 4551650 Nova Scotia Limited</p> <p>Respondents</p>	<p>Josh Santimaw BoyneClake LLP 99 Wyse Road, Unit 600 Dartmouth, NS B3A 4S5 JSantimaw@boyneclake.ca</p>
<p>CIBC 1809 Barrington Street Halifax, NS B3J 1X7</p>	<p>Stephane Peladeau Stephane.peladeau@cibc.ca</p>
<p>Saltwire Network Inc.</p>	<p>Bobby Kofman KSV Restructuring Inc. 220 Bay Street Toronto, ON M5J 2W4 bkofman@ksvadvisory.com</p>
<p>778938 Ontario Limited 81A Ronald Avenue Toronto, ON M6E 4M9</p>	<p>Ian Sutherland isutherland@stewartmckelvey.com</p>

Name	Contact
Bank of Montreal	Stephen Kingston McInnes Cooper 1300-1969 Upper Water Street Halifax, NS B3J 3R7 Stephen.Kingston@mcinnescooper.com
Parker Plumbing and Heating Limited 50 Thornhill Drive, Unit 7 Dartmouth, NS B3B 1R9	frontdesk@parkerplumbing.ca
Canada Revenue Agency 145 Hobson Lake Drive Halifax, NS B3S 0H9	Mike MacLean Mike.maclean@cra-arc.gc.ca
Estate of Steven Caryi	Marc Beaubien Cox and Palmer Nova Centre, South Tower 1500-1625 Grafton Street Halifax, NS B3J 0E8 mbeaubien@coxandpalmer.com Laurie Caryi Lauriecaryi76@gmail.com

Email List

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Liam.Murphy@doane.gt.ca; JSantimaw@boyneclake.ca;
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louis@sonicentertainmentgroup.com; Stephen.Kingston@mcinnescooper.com;
frontdesk@parkerplumbing.ca; Mike.maclean@cra-arc.gc.ca;
mbeaubien@coxandpalmer.com; Lauriecaryi76@gmail.com

SCHEDULE "B"
ORDER

2025

Hfx. No.

SUPREME COURT OF NOVA SCOTIA

**IN THE MATTER OF THE RECEIVERSHIP OF ANNAPOLIS MANAGEMENT, INC.,
RUBY LLP, BSL HOLDINGS LIMITED, 3337151 NOVA SCOTIA LIMITED and 4551650
NOVA SCOTIA LIMITED**

Between:

**DOURO CAPITAL LIMITED, GRAYSBROOK CAPITAL LIMITED, LEAGUE SAVINGS
AND MORTGAGE COMPANY, ATLANTIC CREDIT, ASSUMPTION MUTUAL LIFE
INSURANCE COMPANY, and 3046475 NOVA SCOTIA LIMITED**

Applicants

And:

**ANNAPOLIS MANAGEMENT, INC., RUBY, LLP, BSL HOLDINGS LIMITED, 3337151
NOVA SCOTIA LIMITED and 4551650 NOVA SCOTIA LIMITED**

Respondents

RECEIVERSHIP ORDER

Before the Honourable Justice Keith in chambers:

The Applicants started this proceeding for an order, under both subsection 243(1) of the *Bankruptcy and Insolvency Act* (the “BIA”) and the equitable jurisdiction of this Court as partially codified by s. 43(9) of the *Judicature Act*, to appoint Grant Thornton Limited (“GTL”) as receiver (in such capacity, the “Receiver”) without security, of all of the assets, undertakings and

properties of the Respondents acquired for, or used in relation to a business carried on by the Respondents.

The Receiver satisfies the requirement for appointment without security in Rule 73.07(a).

On motion of the Applicants the following is ordered:

Service

1. The time for service of the notice of application and the supporting materials is hereby abridged and validated so that the application is properly returnable today and further service thereof is hereby dispensed with.

Appointment

2. Pursuant to the equitable jurisdiction, subsection 43(9) of the *Judicature Act*, Rule 73 – Receiver, and subsection 243(1) of the BIA, the Receiver is hereby appointed receiver, without security, of all of the assets, undertakings, and properties of the Respondents acquired for, or used in relation to a business carried on by the Respondents, including all proceeds thereof (the "**Property**").

Receiver's Powers

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without limiting the generality of the foregoing, the Receiver is hereby empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - a. to take possession and control of the Property and any proceeds or receipts arising from the Property but, while the Receiver is in possession of any of the Property, the Receiver must preserve and protect it;
 - b. to change locks and security codes, relocate the Property to safeguard it, engage independent security personnel, take physical inventories, and place insurance coverage;

- c. to manage, operate, and carry on the business of the Respondents, including the powers to enter into any agreements, incur and pay any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Respondents;
- d. to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, property managers and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- e. to purchase or lease such machinery, equipment, inventories, supplies, premises, or other assets to continue the business of the Respondents, or any part or parts thereof;
- f. to receive and collect all monies and accounts now owed or hereafter owing to the Respondents and to exercise all remedies of the Respondents in collecting such monies, including, without limitation, to enforce any security held by the Respondents;
- g. to settle, extend, or compromise any indebtedness owing to the Respondents;
- h. to execute, assign, issue, and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondents, for any purpose pursuant to this Order;
- i. to undertake environmental or workers' health and safety assessments of the Property and operations of the Respondents;
- j. to initiate, prosecute, and continue the prosecution of any proceedings and to defend proceedings now pending or hereafter instituted with respect to the Property or the Receiver, and to settle or compromise any such proceedings, which authority extends to appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding
- k. to make payment of any and all costs, expenses, and other amounts that the Receiver determines, in its sole discretion, are necessary or advisable to

preserve, protect, or maintain the Property, including, without limitation taxes, municipal taxes, insurance premiums, repair and maintenance costs, costs or charges related to security, management fees, and any costs and disbursements incurred by any manager appointed by the Receiver;

- l. to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- m. to sell, convey, transfer, lease, or assign the Property or any part or parts thereof out of the ordinary course of business,
 - i. without the approval of this Court in respect of any transaction not exceeding \$200,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under section 60 of the *Personal Property Security Act* shall not be required.

- n. to sell the right, title, interest, property, and demand of the Respondents in and to the Property at the time the Respondents granted a security interest or at any time since, free of all claims including the claims of subsequent encumbrancers bound as named respondents, bound as parties joined as unnamed respondents, or bound under Rule 35.12;
- o. to report to, meet with, and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- p. to register a copy of this Order and any other orders in respect of the Property against title to any of the Property;

- q. to apply for any permits, licences, approvals, or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondents;
- r. to enter into agreements with any trustee in bankruptcy appointed in respect of the Respondents including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Respondents;
- s. to exercise any shareholder, partnership, joint venture, or other rights which the Respondents may have; and
- t. to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

Duty to Provide Access and Co-Operation to the Receiver

- 4. The Respondents, all of its current and former directors, officers, employees, agents, accountants, legal counsel, consultants, advisors, appraisers, managers, property managers and shareholders, and all other persons acting on its instructions or behalf, and all other individuals, firms, corporations, governmental bodies, or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.
- 5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, and information of any kind related to the business or affairs of the Respondents, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall, subject to their right to seek

a variation of this Order, provide to the Receiver or permit the Receiver to make, retain, and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall, subject to their right to seek a variation of this Order, forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper, making copies of computer disks, or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase, or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

No Proceedings Against the Receiver

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

No Proceedings Against the Respondents or the Property

8. No Proceeding against or in respect of the Respondents or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the

Respondents or the Property are hereby stayed and suspended pending further order of this Court.

No Exercise of Rights or Remedies

9. All rights and remedies of any individual, firm, corporation, governmental body or agency or any other entities against the Respondents, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Respondents to carry on any business which the Respondents is not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien and the related filing of an action to preserve the right of a lien holder, provided that the Applicant shall not be required to file a defence to same as the further prosecution of any such claim is stayed except with the written consent of the Applicant or the Receiver, or leave of this Court.

Personal Property Lessors

10. All rights and remedies of any Person pursuant to any arrangement or agreement to which any of the Respondents is a party for the lease or other rental of personal property of any nature or kind are hereby restrained except with consent of the Receiver in writing or leave of this Court. The Receiver is authorized to return any Property which is subject to a lease from a third party to such Person on such terms and conditions as the Receiver, acting reasonably, considers appropriate and upon the Receiver being satisfied as to the registered interest of such Person in the applicable Property. The return of any item by the Receiver to a Person is without prejudice to the rights or claims of any other Person to the property returned or an interest therein.

No Interference with the Receiver

11. Subject to paragraph 16 of this Order related to the Respondents' employees, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate, or cease to perform any right, renewal right, contract, agreement, licence, or permit in favour of or held by the Respondents, without written consent of the Receiver or leave of this Court.

Continuation of Services

12. All Persons having oral or written agreements with the Respondents or statutory or regulatory mandates for the supply of goods or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility, or other services to the Respondents are hereby restrained until further order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Respondents' current telephone numbers, facsimile numbers, internet addresses, and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Respondents or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.
13. The Receiver, in its sole discretion, may, but shall not be obligated to, establish accounts or payment on delivery arrangements with suppliers in its name on behalf of the Respondents for the supply of goods or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility, or other services to the Respondents, or any of them, if the Receiver determines that the opening of such accounts is appropriate.
14. No creditor of the Respondents shall be under any obligation as a result this Order to advance or re-advance any monies or otherwise extend any credit to the Respondents.

Receiver to Hold Funds

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

Employees

16. All employees of the Respondents shall remain the employees of the Respondents until such time as the Receiver, on the Respondents' behalf, may terminate the employment of such employees or they resign in accordance with their employment contract. The Receiver shall not be liable as a result of this Order for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 14.06(1.2) of the BIA, wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, such amounts as may be determined by a court or tribunal of competent jurisdiction.
17. Pursuant to paragraph 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**") as permitted at law. Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. A

prospective purchaser or bidder requesting the disclosure of personal information shall execute such documents to confirm the agreement of such Person to maintain the confidentiality of such information on terms acceptable to the Receiver. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Respondents, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

Limitation on Environmental Liabilities

18. Nothing herein contained shall require or obligate the Receiver to occupy or to take control, care, charge, occupation, possession, or management (separately or collectively, "**Possession**") of any of the Property that might, or any part thereof, which may be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release, or deposit of a substance contrary to any federal, provincial, or other legislation, statute, regulation or, rule of law or equity respecting the protection, conservation, enhancement, remediation, or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, *Canadian Environmental Protection Act, 1999* or the *Nova Scotia Environment Act* (collectively, the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

Limitation on Liability

19. Grant Thornton Limited and, without limitation, a director, officer, or employee of the Receiver, shall incur no liability or obligation as a result of its appointment as the Receiver or the carrying out the provisions of this Order, or in the case of any party acting as a director, officer, or employee of the Receiver so long as acting in such capacity, save and except for any negligence, breach of contract, or actionable misconduct on the part of such party, or in respect of the Receiver's obligations under subsections 81.4(5) and 81.6(3) of the BIA or under the *Wage Earner Protection*

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

Appointment of Secured Lender Representative Counsel

20. O'Keefe & Sullivan LLP and Burchell Wickwire Bryson LLP (together, "**Secured Lender Representative Counsel**") are each hereby appointed as representative counsel for the Applicants (collectively, the "**Secured Lenders**") in these proceedings or in any other proceeding respecting the insolvency of the Respondents that may be brought before this Court (collectively, the "**Insolvency Proceedings**"), for any issues affecting the Secured Lenders in the Insolvency Proceedings, including, without limitation, with respect to the settlement or compromise of any rights, entitlements or claims of the Secured Lenders.
21. Secured Lender Representative Counsel are hereby authorized and entitled to rely on the instructions of one representative of each Secured Lender (collectively, the "**Secured Lender Representatives**"). The Secured Lenders shall be bound by the actions and directions of the Secured Lender Representatives in the Insolvency Proceedings.
22. The Secured Lender Representatives shall be authorized and entitled to establish an appropriate protocol for collective decision-making and instruction of Secured Lender Representative Counsel, and Secured Lender Representative Counsel are hereby authorized and entitled to rely upon such protocol.
23. No action or Proceeding may be commenced against Secured Lender Representative Counsel in respect of the performance of their duties under this Order, without leave of this Court on seven (7) days' notice to Secured Lender Representative Counsel and the Receiver.
24. Secured Lender Representative Counsel shall have no liability as a result of their appointment or the fulfillment of their duties in carrying out the provisions of this Order save and except for any gross negligence or wilful misconduct on their part.

Receiver's Accounts

25. The Receiver, counsel to the Receiver, and the Secured Lender Representative Counsel shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and the Receiver, counsel to the Receiver, and the Secured Lender Representative Counsel shall be entitled to and are hereby granted a charge to a maximum of \$250,000 (the "**Administrative Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and the Administrative Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
26. The Receiver, its legal counsel, and Secured Lender Representative Counsel shall pass their accounts from time to time before a judge of this Court or a referee appointed by a judge.
27. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees, expenses and disbursements, including legal fees and disbursements and those of Secured Lender Representative Counsel, incurred at the normal rates and charges of the Receiver or counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Receiver's Indemnity Charge

28. The Receiver shall be entitled to and is hereby granted a charge (the "**Receiver's Indemnity Charge**") upon all of the Property as security for all of the obligations incurred by the Receiver including obligations arising from or incident to the performance of its duties and functions under this Order including the management, operation, and carrying on of all or part of the business of a Respondent, under the *Bankruptcy and Insolvency Act*, or otherwise, saving only liability arising from negligence or actionable misconduct of the Receiver.

29. The Receiver's Indemnity Charge shall form a second charge on the Property in priority to all security interests, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA and subordinate in priority to the Administrative Charge.

Allocation of Costs

30. The Receiver shall file with the Court for its approval a report setting out the costs, fees, expenses, and liabilities of the Receiver giving rise to the Administrative Charge, the Receiver's Indemnity Charge, and the Receiver's Borrowings Charge, as defined below, and, unless the Court orders otherwise, all such costs, fees, expenses, and liabilities shall be paid in the following manner:
- a. Firstly, applying the costs incurred in the receivership proceedings specifically attributable to an individual asset or group of assets against the realizations from such asset or group of assets;
 - b. Secondly, applying the costs *pro rata* against all of the assets based on the net realization from such asset or group of assets; and
 - c. Thirdly, applying non-specific costs incurred in the receivership proceedings *pro rata* against the assets based on the net realization from such asset or group of assets.

Funding of the Receivership

31. The Receiver shall be at liberty and is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$350,000, or such greater amount as this Court may by further order authorize, at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of making payments, including interim payments, required or permitted to be made by this Order, including, without limitation, payments of amounts secured by the Administrative Charge and the Receiver's Indemnity Charge. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the

monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Indemnity Charge, the Administrative Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

32. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court on seven days' notice to the Receiver and the Applicant.
33. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "A"** hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
34. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

General

35. The Receiver may from time to time make a motion for advice and directions in the discharge of its powers and duties hereunder.
36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents.
37. 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 Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, and regulatory or administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

38. The Receiver is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
39. The Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Respondents' estate with such priority and at such time as this Court may determine.
40. Any interested party may make a motion to vary or amend this Order upon such notice required by the *Civil Procedure Rules* or on such notice as this Court may order.
41. Any Person affected by this Order which did not receive notice in advance of the hearing may make a motion to vary or amend this Order within five days of such Person being served with a copy of this Order.
42. In addition to the reports to be filed by the Receiver under legislation, the Receiver shall file a report of its activities with the Court when the Receiver determines that a report should be made, when the Court orders the filing of a report on the motion of an interested party or on the Court's own motion, and at the conclusion of the receivership.
43. The Receiver shall not be discharged without notice to such secured creditors and other parties as the Court directs.

Issued , 2025

Prothonotary

Schedule "A"

Receiver's Certificate

Certificate No.

Amount \$

This is to certify that Grant Thornton Limited, the receiver (the "**Receiver**") of the assets, undertakings, and properties of Annapolis Management Inc., BSL Holdings Inc., Comvest Commercial Real Estate Inc., Ruby LLP, 3337151 Nova Scotia Limited and 4551650 Nova Scotia Limited (the "**Debtors**") acquired for, or used in relation to, a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by order of the Supreme Court of Nova Scotia (the "**Court**") dated the ● day of January, 2025 (the "**Order**") made in an action having court file number ● , has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$●, being part of the total principal sum of \$●, which the Receiver is authorized to borrow under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [*monthly/semi-annually/annually/other*] not in advance on the ● day of each month after the date hereof at a rate per annum equal to the rate of ● per cent above the prime commercial lending rate of ● from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at ●.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any

person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

Dated the day of , 20 .

GRANT THORNTON LIMITED, solely in its
capacity as Receiver of the Property, and
not in its personal capacity

Per: _____

Name:

Title: