

File Reference: SM069259-59

August 28, 2026

Hand Delivered

The Honourable Associate Chief Justice Jamieson
Supreme Court of Nova Scotia
The Law Courts
1815 Upper Water Street
Halifax, NS B3J 1S7

Associate Chief Justice Jamieson:

Re: In the Matter of the Receivership of Maritime Truss Limited

Motion to Appoint Receiver: Tuesday, September 15, 2026, at 2:00 p.m.

We are counsel for Royal Bank of Canada ("RBC"), the Plaintiff in the above noted matter and moving party on this motion.

RBC seeks an Order pursuant to s. 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (the "BIA") and under the equitable jurisdiction of this Court as partially codified under s. 43(9) of the *Judicature Act*, R.S.N.S. 1989, c. 240 (the "Judicature Act") for the appointment of Deloitte Restructuring Inc. ("Deloitte") as Receiver and Manager over all of the assets, undertakings and properties of Maritime Truss Limited (the "Company").

RBC brings this application as the Company is in default of their obligations to RBC under its credit facilities and security. As of August 18, 2026, the Company is indebted to RBC in the total amount of \$3,886,419.40.

Please accept the following as the submissions of RBC in relation to the hearing scheduled for September 15, 2026 at 2:00 p.m.

I. FACTS

1. RBC relies on the facts and evidence set out in the following:

- (a) Affidavit of David (Dave) Northrup sworn on August 27, 2026 (the "Northrup Affidavit"), which sets out the facts on which this motion is based;

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Court Administration

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Halifax, N.S.

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- (b) Solicitor's affidavit of Sara L. Scott sworn on August 27, 2026 (the "**Solicitor's Affidavit**"), outlining the various interests registered against the property of the Company; and
- (c) Pre-filing Report of the Proposed Receiver (the "**Pre-Filing Report**"), to be filed.

Nature of the Company's Business

- 2. The Company is a Nova Scotia limited company registered to do business in the Province of Nova Scotia. The Company was in the business of the manufacturing and sale of roof and floor trusses and related wood-frame construction products.
- 3. The Defendants, Douglas Harris ("**Douglas Harris**"), Gregory Sullivan ("**Greg Sullivan**") and Glendon E. Mackenzie ("**Glen MacKenzie**") and together with Douglas Harris and Gregory Sullivan, hereinafter referred to as the "**Individual Defendants**" or the "**Guarantors**"), hold the following positions with the Company:
 - (a) Douglas Harris – President;
 - (b) Greg Sullivan – Vice President (Sales); and
 - (c) Glen Mackenzie – Vice-President (Production).
- 4. The Individual Defendants, together with Karen Harris, are the sole Directors of the Company.

Credit Facilities and Security

- 5. RBC extended various credit facilities to the Company and its predecessor companies, as set out in the Northrup Affidavit at paragraphs 10-11 and Exhibit 2 (the "**Credit Facilities**"). The Credit facilities include the following:
 - (a) A revolving demand facility in the maximum principal amount of \$1,500,000;
 - (b) Various term loan facilities; and
 - (c) A credit card facility.

6. The Defendants also executed various security in relation to the Credit Facilities, as set out in the Northrup Affidavit at paragraph 12 and Exhibits 3-12 (the “**Security**”):
- (a) General Security Agreement dated July 28, 2023 made by the Company in favour of RBC;
 - (b) Security Agreement (chattel mortgage) dated May 30, 2022 made by the Company in favour of RBC, granting a security interest in specified equipment (including a forklift, vehicle, and other equipment);
 - (c) Security Agreement (chattel mortgage) dated February 13, 2024 made by the Company in favour of RBC, granting a security interest in specified equipment (including certain forklifts and other vehicles);
 - (d) Collateral Mortgage dated December 18, 2024 (the “**2024 Mortgage**”) made by the Company in favour of RBC in the principal amount of \$1,350,000, charging the real property located at 23 - 25 Polymer Road and 54 Glenwood Drive / 21 Polymer Road, Truro, Nova Scotia (PID Nos. 20294682 and 20238853) (the “**Owned Property**”);
 - (e) Collateral Mortgage dated November 6, 2025 (the “**2025 Mortgage**”) made by the Company in favour of RBC in the principal amount of \$5,000,000, charging the Owned Property;
 - (f) Guarantee and Postponement of Claim dated July 28, 2023 made by Douglas Harris in favour of RBC, limited to the principal amount of \$500,000;
 - (g) Guarantee and Postponement of Claim dated July 28, 2023 made by Greg Sullivan in favour of RBC, limited to the principal amount of \$500,000;
 - (h) Guarantee and Postponement of Claim dated July 28, 2023 made by Glen MacKenzie in favour of RBC, limited to the principal amount of \$500,000; and
 - (i) Various Postponements and Assignments of Claim made by the Individual Defendants and certain shareholders of the Company.

Default, Demand and Forbearance

7. On May 23, 2025, the Company's accounts were referred to the Bank's Special Loans and Advisory Services ("**SLAS**") group, as a result of defaults on the terms of the respective Credit Facilities, including but not limited to the following (Northrup Affidavit, paragraph 15, Exhibit 14):
 - (a) various financial covenant breaches;
 - (b) the Company not being able to meet commitments from operating profits with two years of operating losses; and
 - (c) failure to provide timely required financial reporting.
8. As a result of the Company's defaults, on October 23, 2025, RBC, through its legal counsel, issued a demand for payment to the Company, together with a Notice of Intention to Enforce a Security pursuant to section 244 of the BIA. RBC also issued demands for payment to each of the Individual Defendants, as guarantors under the respective Credit Facilities (Northrup Affidavit, paragraph 20, Exhibit 15) (collectively, the "**Demands**").
9. At the date of the Demands, the amount owing by the Company was \$4,252,195.25, plus additional fees, costs and other expenses (Northrup Affidavit, paragraph 22).
10. Following the issuance of the Demands, RBC and the Company, through their respective legal counsel, engaged in discussions aimed at allowing the Company time to seek refinancing, investment, or to otherwise remedy their default. As a result of these discussions, RBC entered in a Forbearance Agreement with the Company on October 31, 2025 (the "**Forbearance Agreement**") (Northrup Affidavit, paragraph 23, Exhibit 16).
11. The terms of the Forbearance Agreement included, but were not limited to the following (Northrup Affidavit, paragraphs 24-25):
 - (a) The Company acknowledged its defaults under the Credit Facilities and the amount owing to RBC;
 - (b) The forbearance period would expire on January 30, 2026;

- (c) During the forbearance period, the Company was to complete a sales transaction, with certain milestones to be met; and
 - (d) In the event of the termination or expiry of the Forbearance Agreement, the Company consented to RBC's enforcement of its security, including the appointment of a Receiver.
- 12. Pursuant to the Forbearance Agreement, the forbearance period expired on January 30, 2026 (the **"Forbearance Period"**) (Northrup Affidavit, paragraph 29).
- 13. During the Forbearance Period, RBC had attempted to reach a resolution with the Company to allow it to pursue other transactions for the sale of the Company as a going concern. Despite pursuing multiple opportunities, the Company failed to complete a transaction (Northrup Affidavit, paragraphs 26-29).
- 14. Throughout and since the Forbearance Period, RBC has had numerous discussions with the Company and Guarantors, through legal counsel and with its financial advisor, Deloitte, in which RBC clearly communicated its expectations and concerns.
- 15. On July 16, 2026, RBC advised the Company that it was appointing Deloitte as private receiver, given the inability of the Company to refinance or to sell the business as a going concern (Northrup Affidavit, paragraph 39, Exhibit 20).
- 16. As of August 18, 2026, the Company was indebted to RBC in the amount of \$3,886,419.40 (Northrup Affidavit, paragraph 41, Exhibit 21).

Appointment of Receiver

- 17. Deloitte has agreed to act as receiver and Manager over all of the assets, undertakings, and properties of the Company, and is already acting as private receiver (Northrup Affidavit, Exhibits 45 and 22).

II. ISSUES

18. The issues to be determined on the motion are:

- (a) Whether this Honourable Court should appoint Deloitte as Receiver and Manager over all of the assets, undertakings, and properties of the Company, pursuant to s. 243(1) of the BIA and s. 43(9) of the *Judicature Act*;
- (b) Whether this Honourable Court should expand the powers of the Receiver to allow it to assign the Company into bankruptcy; and
- (c) Whether this Honourable Court should approve the proposed sales and investment solicitation process (the “**SISP**”).

III. LAW AND ARGUMENT

Preliminary Issue – Notice and Service Requirements

19. The requirement to provide a debtor with a Notice of Intention to Enforce Security (“**NOI**”) prior to applying to the Court to appoint a receiver is set out at s. 243(1.1) of the BIA (**Book of Authorities, Tab 9**):

(1.1) In the case of an insolvent person in respect of whose property a notice is to be sent under subsection 244(1), the court may not appoint a receiver under subsection (1) before the expiry of 10 days after the day on which the secured creditor sends the notice unless

- (a) the insolvent person consents to an earlier enforcement under subsection 244(2); or*
- (b) the court considers it appropriate to appoint a receiver before then.*

20. With respect to the time period set out in s. 243(1.1) of the BIA, RBC submits that the statutory ten-day waiting period between the issuance of the NOI and the appointment of a receiver has long expired, given that the NOIs were issued on October 23, 2025.

21. Additionally, as RBC seeks this appointment pursuant to the BIA, it relies on *the Bankruptcy and Insolvency General Rules*, Can. Reg. 368 (the “**BIA Rules**”) (**Book of**

Authorities, Tab 10), and in particular, section 6, for both notice and service requirements of this motion. This section provides:

6. (1) Unless otherwise provided in the Act or these Rules, every notice or other document given or sent pursuant to the Act or these Rules must be served, delivered personally, or sent by mail, courier, facsimile or electronic transmission.

(2) Unless otherwise provided in these Rules, every notice or other document given or sent pursuant to the Act or these Rules

(a) must be received by the addressee at least four days before the event to which it relates, if it is served, delivered personally, or sent by facsimile or electronic transmission;
or

(b) must be sent to the addressee at least 10 days before the event to which it relates, if it is sent by mail or by courier.

(3) A trustee, receiver or administrator who gives or sends a notice or other document shall prepare an affidavit, or obtain proof, that it was given or sent, and shall retain the affidavit or proof in their files.

(4) The court may, on an ex parte application, exempt any person from the application of subsection (2) or order any terms and conditions that the court considers appropriate, including a change in the time limits.

[Emphasis added]

22. Accordingly, the BIA Rules permit for notice of these proceedings to be served electronically and on four days' notice. RBC submits that it has complied with the above provisions such that proper notice of these proceedings has been given.

Issue 1 - Test for the Appointment of a Receiver

23. Section 243(1) of the BIA allows for the appointment of a receiver as follows (**Book of Authorities, Tab 9**):

243 (1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

(a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;

(b) *exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or*

(c) *take any other action that the court considers advisable.*

24. Thus, this Honourable Court may appoint a receiver where it is determined to be “just and convenient” to do so.

25. The factors a court may consider in determining whether it is just and convenient to appoint a receiver are well established in case law. In *Bank of Montreal v Linden Leas Limited*, 2018 NSSC 82 (**Book of Authorities, Tab 1**), the Court considered an application to appoint a receiver over the respondent's main asset (a cattle herd). The Court cited with approval the following passages from the decision in *Enterprise Cape Breton Corp v Crown Jewel Resort Ranch Inc*, 2014 NSSC 128 (**Book of Authorities, Tab 4**), which sets out factors to be considered in appointing a receiver:

26 *In The 2013-2014 Annotated Bankruptcy and Insolvency Act, Lloyd W. Houlden, Geoffrey B. Morawetz & Janis P. Sarra (Carswell:Toronto, Ontario 2013-2014) the authors set out at p. 1018 the factors I consider in determining whether it is appropriate to appoint a receiver. These are:*

(a) *Whether irreparable harm might be caused if no order were made, although it is not essential for a creditor to establish irreparable harm if a receiver is not appointed;*

(b) *The risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of the assets while litigation takes place;*

(c) *The nature of the property;*

(d) *The apprehended or actual waste of the debtor's assets;*

(e) *The preservation and protection of the property pending judicial resolution;*

(f) *The balance of convenience to the parties;*

(g) *The fact that the creditor has the right to appoint a receiver under the documentation provided for in the loan;*

(h) The enforcement of rights under a security instrument where the security holder encounters or expects to encounter difficulty with the debtor and others;

(i) The principle that the appointment of a receiver is extraordinary relief that should be granted cautiously and sparingly;

(j) The consideration of whether a court appointment is necessary to enable the receiver to carry out its duties more efficiently;

(k) The effect of the order on the parties;

(l) The conduct of the parties;

(m) The length of time that a receiver may be in place;

(n) The cost to the parties;

(o) The likelihood of maximizing return to the parties; and

(p) The goal of facilitating the duties of the receiver.

[Emphasis added]

26. The Court also emphasized that “considerable weight” can be given to the fact that the security documents provide for the appointment of a receiver:

27 The authors further note that a court can, when it is appropriate to do so, place considerable weight on the fact that the creditor has the right to instrument - appoint a receiver. In Bank of Montreal v. Sherco Properties Inc., 2013 ONSC 7023 (S.C.J.) (CanLII) the court granted the application of the Bank of Montreal for the court-appointment of a receiver over the assets of Sherco Properties Inc., finding at paragraph 42 that:

*[42] Where the security instrument governing the relationship between the debtor and the secured creditor provides for a right to appoint a receiver upon default, this has the effect of relaxing the burden on the applicant seeking to have the receiver appointed. While the appointment of a receiver is generally regarded as an extraordinary equitable remedy, courts do not regard the nature of the remedy as extraordinary or equitable where the relevant security document permits the appointment of a receiver. This is because the applicant is merely seeking to enforce a term of an agreement that was assented to by both parties. See *Textron Financial Canada Limited v. Chetwynd Motels Limited*, 2010 BCSC 477 (CanLII); *Freure**

Village, supra; Canadian Tire Corp. v. Healy, 2011 ONSC 4616 (CanLII) and Bank of Montreal v. Carnivale National Leasing Ltd. and Carnivale Automobile Ltd., 2011 ONSC 1007 (CanLII).

[Emphasis added]

27. After weighing the above factors, and noting that the provisions of the loan documents strongly supported the appointment of a receiver, the Court concluded that it was just and convenient to appoint a receiver to oversee the sale of a portion of the respondent's cattle herd.

28. It is submitted that it is not essential for a creditor to establish irreparable harm if a receiver is not appointed. It is also not necessary for a creditor to “check all of the boxes” with respect to the above referenced factors, as noted by the Court in *Royal Bank of Canada v. Eastern Infrastructure Inc.*, 2019 NSSC 243 (**Book of Authorities, Tab 8**), at paragraph 53:

[53] It is not necessary to “check all the boxes” with respect to the factors noted in Enterprise Cape Breton in order for the Plaintiff to succeed. Indeed, not all of these factors will be applicable to every case. Those that do apply in a given situation will also vary to some extent in the weight to be assigned to them. Conversely, in some cases, there will be additional factors which may militate for or against the remedy sought. The list is not exhaustive.

29. In *Eastern Infrastructure*, the Court considered the following factors in its determination of whether a receivership order should be granted:

- (a) the nature of the receivership sought;
- (b) whether the companies were “insolvent persons” within the meaning of the BIA;
and
- (c) whether the relief sought was “just or convenient”.

30. In the present matter, RBC is seeking an Order granting the court-appointment of Deloitte (the privately appointed receiver of the Company) as Receiver and Manager. The distinction between a court-appointed and privately appointed receiver was discussed by the Court in *Crown Jewel Resort Ranch, supra* (at para 40) (**Book of Authorities, Tab 4**):

The authors of The 2013-2014 Annotated Bankruptcy and Insolvency Act comment at page 1018 that there is an important distinction between the duties and obligations of a receiver and manager privately appointed under the provisions of a security document and those of a receiver and manager appointed by court order. A privately appointed receiver and manager is not acting in a fiduciary capacity; it need only ensure that a fair sale is conducted of the assets covered by the security documents and that a proper accounting is made to the debtor. A court-appointed receiver and manager, on the other hand, is an officer of the Court and acts in a fiduciary capacity with respect to all interested parties. Further, a court-appointed receiver derives its powers and authority wholly from the order of the court appointing it. It is not subject to the control and direction of the parties who had it appointed, or of anyone, except the Court. Given the significant unsecured debt owed to both ECBC and the Atlantic Canada Opportunity Agency, as set out at paragraphs 9 and 10 of the Affidavit of Steve Lane, a court-appointed receiver will more adequately and appropriately consider the interests of these, as well as potentially other, unsecured creditors and therefore the appointment by way of a court order is more appropriate in these particular circumstances.

[Emphasis added]

31. In that case, the Court approved the appointment of a receiver over the respondents' tourist resort business.
32. The Court, in *Eastern Infrastructure*, considered the above-quoted passage from *Crown Jewel Resort Ranch*, and stated as follows (at para 41):

[41] Obviously, there are myriad creditors beside RBC in this case. We have heard of lien claimants, and significant amounts owed pursuant to both HST and WCB legislation, to name just some. This would, in my view, tend to favour a court appointed receiver, accountable to the court, who will be able to offer protection to all of the various interests involved, as opposed to one appointed privately by the Plaintiff pursuant to its security documents. To be fair (and to repeat), this is in accord with RBC's position.

[Emphasis added]

33. In *First National Financial GP Corporation v 3291735 Nova Scotia Limited*, 2018 NSSC 235 (**Book of Authorities, Tab 5**), the applicant was a first priority secured creditor seeking the appointment of a receiver over the property, assets, and undertakings of the

respondent. The Court considered relevant authorities that interpret elements of the “just and convenient” test for appointing a receiver, stating as follows at paragraph 14:

[14] *In Bank of Nova Scotia v. Freure Village on Clair Creek* (1996), 1996 CanLII 8258 (ON SC), 40 C.B.R. (3d) 274, [1996] O.J. No. 5088 (Ont. Ct. J. (Gen.Div.)), Blair J. (as he then was) dealt with a similar situation in which the bank held security that permitted the appointment of a private Receiver or an application to court to have a court-appointed Receiver. The legal principles involved were summarized as follows:

10 The Court has the power to appoint a receiver or receiver and manager where it is ‘just or convenient’ to do so: the Courts of Justice Act, R.S.O. 1990, c. 43, s. 101. In deciding whether or not to do so, it must have regard to all of the circumstances but in particular the nature of the property and the rights and interests of all parties in relation thereto. The fact that the moving party has a right under its security to appoint a receiver is an important factor to be considered but so, in such circumstances, is the question of whether or not an appointment by the Court is necessary to enable the receiver-manager to carry out its work and duties more efficiently; see generally Third Generation Realty Ltd. v. Twigg (1991) 6 C.P.C. (3d) 366 at pages 372-374; *Confederation Trust Co. v. Dentbram Developments Ltd.* (1992), 9 C.P.C. (3d) 399; *Royal Trust Corp. of Canada v. D.Q. Plaza Holdings Ltd.* (1984), 1984 CanLII 2343 (SK QB), 54 C.B.R. (N.S.) 18 at page 21. It is not essential that the moving party, a secured creditor, establish that it will suffer irreparable harm if a receiver-manager is not appointed: Swiss Bank Corp. (Canada) v. Odyssey Industries Inc. (1995), 30 C.B.R. (3d) 49.

[Emphasis added]

34. The Court considered the following factors in reaching its conclusion that it was just and convenient to appoint a receiver (paragraph 12):
- (a) the applicant held first priority security over the respondent’s real and personal property;
 - (b) the respondent was in default of its obligations to the applicant;
 - (c) the applicant made demand for payment on the respondent and issued a Notice of Intention to Enforce Security pursuant to the BIA;

- (d) both the demand letter and the Notice of Intention to Enforce Security had expired, without payment being made;
 - (e) the applicant was in a position to enforce its security as against the respondent should it choose to do so;
 - (f) the appointment of a receiver would allow for the respondent's property to be preserved and protected pending liquidation; and
 - (g) a receiver, as an officer of the court, would provide transparency and reassurance to the respondent's creditors that the liquidation of the property would be handled expeditiously and in a commercially reasonable manner.
35. RBC submits that the court appointment of Deloitte as Receiver and Manager of the Company is in the best interests of both RBC and the other creditors and stakeholders of the Company. The court appointment will allow Deloitte to undertake a sales process in respect of the Company and be best positioned to consider and protect all of the various interests of the Company's stakeholders. The court appointment of Deloitte will also provide confidence to creditors and other stakeholders that a sale of the Company and its business is conducted in a fair and impartial manner. Lastly, as the assets include real property, any sale will require court approval.
36. While Deloitte was able to take certain steps as private receiver, there are limits on the breadth of powers of a private receiver and, accordingly, the court appointment of the Receiver is sought. It is respectfully submitted that a Court appointment is the most effective and efficient method to address all issues, with oversight provided by the Court.
37. RBC submits that the above authorities establish the test for the appointment of a receiver and manager pursuant to s. 243(1) of the BIA and, as will be set out further below, that the facts of this matter establish that the test has been met.

The Judicature Act

38. As set forth above, section 243 of the BIA provides for an appointment of a receiver where the Court considers it just and convenient to do so. Notwithstanding the BIA, s. 43(9) of the *Judicature Act* allows for the appointment of a receiver pursuant to provincial law.

39. Section 43(9) of the of the *Judicature Act* provides as follows (**Book of Authorities, Tab 11**):

43(9) A mandamus or an injunction may be granted or a receiver appointed by an interlocutory order of the Supreme Court, in all cases in which it appears to the Supreme Court to be just or convenient that such order should be made, and any such order may be made either unconditionally or upon such terms and conditions as the Supreme Court thinks just, and if an injunction is asked, either before or at or after the hearing of any cause or matter, to prevent any threatened or apprehended waste or trespass, such injunction may be granted if the Supreme Court thinks fit, whether the person against whom such injunction is sought is, or is not, in possession under any claim of title or otherwise or, if out of possession, does or does not claim a right to do the act sought to be restrained, under any colour of title, and whether the estates claimed by both or by either of the parties are legal or equitable.

[Emphasis added]

40. Accordingly, section 43(9) of the *Judicature Act* allows the Court to appoint a receiver if it considered by the court to be “just or convenient”. It is submitted that the test for the appointment of a receiver pursuant to the BIA (being “just and convenient”) and the *Judicature Act* (being “just or convenient”) are substantially the same, and that it is both just and convenient that Deloitte be appointed Receiver and Manager with the powers set out in the draft Order filed with this application.

Application of Test for Appointment of Receiver

41. It is submitted that the Northrup Affidavit clearly establishes the insolvency of the Company.
42. With respect to whether the appointment of a receiver is “just and convenient”, RBC submits that the factors considered by the Courts in the above cases weigh in favour of the granting of the Receivership Order sought. In particular, and as set out in greater detail in the Northrup Affidavit:
- (a) RBC holds the first priority security over the real and personal property of the Company, and has the right to appoint a receiver pursuant to its security;

- (b) the Company is in default of its obligations under the Credit Facilities and Security, and the timelines under RBC's Demands and NOIs have long expired;
- (c) the Company has attempted to seek refinancing, investment into the business or a sale of the business or a going concern, without success;
- (d) the appointment of Deloitte as Receiver and Manager will allow it to run the proposed SISP;
- (e) the appointment of Deloitte as Receiver and Manager will allow for the Company's property to be preserved and protected pending the outcome of the proposed SISP (or, failing that, a liquidation); and
- (f) Deloitte, as an officer of the Court, will provide transparency and reassurance to creditors that the restructuring and/or liquidation of the Company will be handled expeditiously and in a commercially reasonable manner.

Form of Draft Order

- 43. The draft Receivership Order is similar in form to other Orders issued by this Honourable Court, with some additions. For ease of reference, we have provided the Court with a blackline version of the draft Order showing that it is in substantially the same form as the Court's model form of Order. A copy of that blackline is attached to these submissions as **Appendix "A"**.
- 44. One of the most significant changes to the standard form of Order is found at paragraph 3(u), which provides the Receiver with the power to assign the Company into bankruptcy. While this power is not found in the model receivership order, it is a power that is often granted to receivers. Further submissions on this matter are set out below.

Issue 2 – Enhancement of Receiver's Powers

- 45. The power to make an assignment in bankruptcy is not a standard power granted to receivers in the model order. Nevertheless, the Court has broad jurisdiction to permit the Receiver to take further actions, including filing an assignment in bankruptcy. Section 243 of the BIA provides as follows (**Book of Authorities, Tab 9**):

243 (1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

(a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;

(b) exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or

(c) take any other action that the court considers advisable.

[Emphasis added]

46. The propose form of Order the power to make an assignment in bankruptcy in respect of the Company, but without being obligated to do so.
47. As will be set out in the Pre-Filing Report, the Receiver believes that enhancing its powers to allow it to assign the Company into bankruptcy is advisable and appropriate in the circumstances. The Company is insolvent, which would be a required factual finding for the Court to appoint a receiver. Deloitte has consented to act as trustee in bankruptcy and would not be restricted from doing so under the Receivership Order.
48. Deloitte is of the opinion that a bankruptcy of the Company may allow for the realignment of creditor priorities and provide the licensed insolvency trustee with additional investigative powers, if required. There is no evidence of any improper motive for a bankruptcy, if an assignment is made.
49. It is noted that the Company no longer has any active operations or employees that would be impacted by any bankruptcy. The amendment of the Receiver's powers will allow Deloitte to make such decisions, if deemed advisable, without incurring the expense of a further Court appearance.

Issue 3 – Approval of the SISP

50. In its capacity of private receiver, Deloitte has prepared a SISP for the assets of the Company. As part of the SISP, Deloitte proposes the following activities to be conducted:

- (a) preparation of a marketing document (the “**Teaser**”), a copy of which will be attached to the Pre-Filing Report;
 - (b) preparation of an information package (the “**Tender Package**”) creation a virtual data room (the “**VDR**”) with information on the Company’s assets, designed to provide additional information regarding the opportunity to purchase the Company’s assets;
 - (c) on approval of the SISP by the Court, potential parties who may be interested in participating in the SISP (the “**Interested Parties**”) will be provided with a copy of the Teaser and be invited to participate in the SISP;
 - (d) upon execution of a non-disclosure agreement, Interested Parties will be provided access to the VDR and Tender Package, as well as the opportunity to visit the site of the Company’s business; and
 - (e) receipt of legal binding offers (the “**Final Bids**”) from prospective bidders.
51. Following the initial period for marketing the SISP, an additional period will be provided to review the Final Bids, select any successful bids and bring them forward to the Court for approval. Details on the proposed SISP will be set out in the Pre-Filing Report.
52. It is submitted that the test for determining whether a SISP should be approved is the test that will ultimately have to be met on a final motion for Court approval of a sale. Accordingly, in order to provide the Court with the comfort that the proposed SISP described above will meet with the Court’s approval, the elements of that test are set out below.

The Test for Approval of a SISP

53. Section 243 of the BIA (**Book of Authorities, Tab 9**) also grants a receiver or trustee the power to negotiate agreements for the sale of assets of an insolvent person, subject to the approval of this Court.
54. As noted by Galligan J.A., writing for the majority in *Royal Bank v. Soundair Corp.*, 1991 CarswellOnt 205 (C.A.) (**Book of Authorities, Tab 6**), the test as to whether court

approval for a sales process should be granted was originally set out in the decision of *Crown Trust Co. v. Rosenberg*, 1986 CarswellOnt 235 (S.C.) (**Book of Authorities, Tab 3**) at paragraph 16:

16 *As did Rosenberg J., I adopt as correct the statement made by Anderson J. in Crown Trust Co. v. Rosenberg (1986), 60 O.R. (2d) 87, 67 C.B.R. (N.S.) 320n, 22 C.P.C. (2d) 131, 39 D.L.R. (4th) 526 (H.C.), at pp. 92-94 [O.R.], of the duties which a court must perform when deciding whether a receiver who has sold a property acted properly. When he set out the court's duties, he did not put them in any order of priority, nor do I. I summarize those duties as follows:*

1. *It should consider whether the receiver has made a sufficient effort to get the best price and has not acted improvidently.*
2. *It should consider the interests of all parties.*
3. *It should consider the efficacy and integrity of the process by which offers are obtained.*
4. *It should consider whether there has been unfairness in the working out of the process.*

55. The test set out in *Soundair, supra*, was approved in Nova Scotia by Duncan J. in *Bank of Montreal v. Sportsclick Inc.*, 2009 NSSC 354 (**Book of Authorities, Tab 2**) at paragraph 32.

56. Section 247(b) of the BIA requires that a receiver deal with any property of an insolvent person in a “commercially reasonable manner”. In *Royal Bank of Canada v. 2M Farms Ltd.*, 2017 NSSC 105 (**Book of Authorities, Tab 7**), Moir J. stated the following in respect of the test set forth in *Soundair*:

[5] *The receiver submits that Royal Bank of Canada v. Soundair Corporation 1991 CanLII 2727 (ON CA), [1991] O.J. 1137 (CA) is the leading case on approval of sales. It emphasizes: (1) sufficiency of the sales effort, (2) interests of the parties, (3) efficacy or integrity of the sale process, and (4) fairness in working out the process.*

[6] *The Bankruptcy and Insolvency Act was amended after Soundair. The amendment established a national receivership and included a provision on the general duties of receivers, which must now be kept in mind when approval of a receiver sale is sought. An appointment of a receiver to*

enforce security is now usually made under both the national receivership provisions and provincial law (both statutory and common law).

[7] As stated by Justice Wood at paragraph 14 of ECBC v. Crown Jewel Resort Ranch Inc., 2014 NSSC 420 (CanLII): "it is not the role of the Court to review in detail every element of the process followed by the Receiver". Under s. 247(b) of the Bankruptcy and Insolvency Act, a receiver must deal with the receivership property in a commercially reasonable manner. Justice Wood followed long standing authorities when he held, also at paragraph 14 of Crown Jewel, that the court will consider fairness of the process that led to the sale.

[8] As I see it, the general obligation under s. 247(b) is the touchstone for approval of a sale by the receiver when the receiver has been appointed under the Bankruptcy and Insolvency Act, alone or in combination with provincial law. Commercial reasonableness is the touchstone for approval. The case law tells us that commercial reasonableness includes fairness, efficacy, integrity, and sufficiency of the sale process. It also tells us that the interests of the parties have to be borne in mind.

[Emphasis added]

57. It is submitted that the factors set out in *Soundair* should be considered with a view to the overall commercial reasonableness of the proposed SISP.
58. RBC does not intend to go through each factor as required by *Soundair, supra*, but respectfully submits that the proposed SISP, through a maximization of the exposure of the Company and its assets to the marketplace and a maximization of the ultimate price received, will meet the foregoing factors that will ultimately be necessary to obtain the approval of this Court.
59. As will be set out in the Pre-Filing Report, the proposed SISP will expose the Company and its assets to the market for a reasonable amount of time, is transparent, and is designed to obtain the highest and best value for the Company's assets.
60. It is respectfully submitted that if and when Court approval for potential sales is sought, the proposed SISP will meet the test as required in *Soundair, supra*.

IV. CONCLUSION

61. Based on all of the forgoing, it is respectfully submitted that:

- (a) Deloitte be appointed as Receiver and Manager over all of the assets, undertakings, and properties of the Company, pursuant to s. 243 of the BIA and s. 43(9) of the *Judicature Act*, with the powers and responsibilities set out in the draft form of Receivership Order;
- (b) the powers of the Receiver be expanded to allow the Receiver to assign the Company into bankruptcy, without obligation to do so; and
- (c) the proposed SISP as described in the Pre-Filing Report be approved.

ALL OF WHICH IS RESPECTFULLY SUBMITTED.



Sara L. Scott
David Wedlake

SLS/RDW/lms

Enclosures

c. Service List

APPENDIX “A”

~~20~~2026

Hfx No.

SUPREME COURT OF NOVA SCOTIA
IN BANKRUPTCY AND INSOLVENCY

~~In the Matter of the Receivership of~~

Between:

Royal Bank of Canada

~~{name}~~

~~{title in proceeding}~~

Plaintiff

and

~~{name}~~

~~{title in proceeding}~~

Maritime Truss Limited, Douglas Harris, Gregory Sullivan and
Glendon E. MacKenzie

Defendants

Receivership Order

Before the Honourable _____ ~~in chambers~~
in Chambers:

The ~~Applicant~~¹~~started this proceeding for~~Plaintiff sought 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 Deloitte Restructuring Inc. as receiver and manager (in such capacities, the “**Receiver**”), without security, of all² of the assets, undertakings and properties of ~~the Respondent~~Maritime Truss Limited (the “Company”) acquired for, or used in relation to ~~a~~the business carried on by the ~~Respondent~~Company, including all proceeds thereof.

¹~~-Subsection 243(1) of the BIA provides that the Court may appoint a receiver “on application by a secured creditor”-~~

²~~-If this is not a receivership of all of the assets of the Respondent, remove the reference to “all assets” and define or describe the specific assets under mandate, perhaps by including a schedule.-~~

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

On motion of the ~~Applicant~~Plaintiff the following is ordered:

Service

1. ~~1-~~ The time for service of the Notice of ~~Application~~Motion and the supporting materials is hereby ~~{abridged/, to the extent necessary, abridged and validated}~~³ so that the ~~application~~motion 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/receiver and manager}~~ and manager, without security, of all of the assets, undertakings, and properties of the ~~Respondent~~Company acquired for, or used in relation to a business carried on by the ~~Respondent~~Company, 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 Respondent,~~ to manage, operate, and carry on the business of the Respondent, 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 ~~Respondent;~~⁴Company;
 - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including without limitation those conferred by this Order;

³ If service is effected in a manner other than as authorized by the *Civil Procedure Rules* or the *Bankruptcy and Insolvency General Rules*, use in appropriate circumstances.

⁴ Use only if a receiver manager is appointed. Re-letter the rest of the paragraphs otherwise.

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises, or other assets to continue the business of the ~~Respondent~~Company, or any part or parts thereof;
- (f) ~~f.~~ to receive and collect all monies and accounts now owed or hereafter owing to the ~~Respondent~~Company and to exercise all remedies of the ~~Respondent~~Company in collecting such monies, including, without limitation, to enforce any security held by the ~~Respondent~~Company;
- (g) ~~(f)~~ to settle, extend, or compromise any indebtedness owing to the ~~Respondent~~Company;
- (h) ~~(g)~~ to execute, assign, issue, and endorse documents of whatever nature in respect of any of the Property, whether in the ~~Receiver's~~Receiver's name or in the name and on behalf of the ~~Respondent~~Company, for any purpose pursuant to this Order;
- (i) ~~(h)~~ to undertake environmental or workers' health and safety assessments of the Property and operations of the ~~Respondent~~Company;
- (j) ~~(i)~~ 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) ~~(j)~~ 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) ~~(k)~~ 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) ~~(l)~~ 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 \$, provided that the aggregate consideration for all such transactions does not exceed \$; 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) ~~(m)~~—to sell the right, title, interest, property, and demand of the ~~Respondent~~Company in and to the Property at the time the ~~Respondent~~Company 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) ~~(n)~~—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) ~~(o)~~—to register a copy of this Order and any other orders in respect of the Property against title to any of the Property;
- (q) ~~(p)~~—to apply for any permits, licences, approvals, or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Respondent~~Company;
- (r) ~~(q)~~—to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Respondent~~Company including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Respondent~~Company;
- (s) ~~(r)~~—to exercise any shareholder, partnership, joint venture, or other rights which the ~~Respondent~~Company may have; and
- (t) ~~(s)~~—to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (u) without obligation, to make an assignment in bankruptcy in respect of the Company in accordance with the Bankruptcy and Insolvency Act;

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 ~~Respondent~~Company, and without interference from any other Person.

Duty to Provide Access and Co-Operation to the Receiver

4. The ~~Respondent~~Company, all of its current and former directors, officers, employees, agents, accountants, legal counsel, and shareholders, and all other persons acting on ~~its~~their 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~~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~~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 **Respondent Company**, 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 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 **Respondent Company or the Property**

8. No Proceeding against or in respect of the **Respondent Company** 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 **Respondent Company** 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 **Respondent Company**, 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 **Respondent Company** to carry on any business which the **Respondent Company** is not lawfully entitled to carry on, (ii) exempt the Receiver or the **Respondent Company** 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 **ApplicantPlaintiff** 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 **ApplicantPlaintiff** 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 **Respondent-isCompany are** 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 **Respondent'sCompany's** 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 **RespondentCompany**, without written consent of the Receiver or leave of this Court.

Continuation of Services

12. All Persons having oral or written agreements with the **RespondentCompany** 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 **RespondentCompany** 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 **Respondent'sCompany's** 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 **RespondentCompany** 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 **RespondentCompany** 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 **Respondent, or any of themCompany**, if the Receiver determines that the opening of such accounts is appropriate.
14. No creditor of the **RespondentCompany** shall be under any obligation as a result this Order to advance or re-advance any monies or otherwise extend any credit to the **RespondentCompany**.

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 **Respondent Company** shall remain the employees of the **Respondent Company** until such time as the Receiver, on the **Respondent's Company's** 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 **Respondent Company**, 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. [Deloitte Restructuring Inc.](#) 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.

~~Receiver's~~**Receiver's** Accounts

20. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge to a maximum of \$_____ (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.⁵
21. The Receiver and its legal counsel shall pass its accounts from time to time before a judge of this Court or a referee appointed by a judge.
22. 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, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

Receiver's Indemnity Charge

23. 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~~[the Company](#), under the *Bankruptcy and Insolvency Act*, or otherwise, saving only liability arising from negligence or actionable misconduct of the Receiver.

~~⁵Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".~~

24. The ~~Receiver's~~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

25. 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~~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

26. The Receiver be at liberty and it 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"~~"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.
27. Neither the ~~Receiver's~~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~~Plaintiff.
28. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule ~~"A"~~"A" hereto (the ~~"Receiver's Certificates"~~"Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
29. 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~~Receiver's Certificates.

General

30. The Receiver may from time to time make a motion for advice and directions in the discharge of its powers and duties hereunder.
31. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Respondent~~Company.
32. 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.
33. 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.
34. The ~~Applicant~~Plaintiff 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~~Plaintiff's security or, if not so provided by the ~~Applicant's~~Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Respondent's~~Company's estate with such priority and at such time as this Court may determine.
35. 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.
36. 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.
37. 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.
38. The Receiver shall not be discharged without notice to such secured creditors and other parties as the Court directs.

Issued _____, 20_____, 2026

Prothonotary

Schedule "A"

CERTIFICATE NO. _____ AMOUNT \$ _____

THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver and manager (the "Receiver"), without security, of all of the assets, undertakings and properties of Maritime Truss Limited (the "Company") acquired for, or used in relation to the business carried on by the Company, including all proceeds thereof (collectively, the "Assets"), appointed by Order of the Nova Scotia Supreme Court (the "Court") dated the ____ day of _____, 2026 (the "Order") in the matter having court file number Hfx No. _____, 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 to the Lender with interest thereon calculated and compounded daily after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Royal Bank of Canada from time to time.

Such principal sum with interest thereon is, by the terms of this 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 Assets in priority to the secured 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 Assets 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 Assets 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 this Order.

DATED the ____ day of _____, 2026.

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

Per: _____
Name: _____
Title: _____

Summary report: Litera Compare for Word 11.8.0.56 Document comparison done on 8/28/2026 1:42:31 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4155-7039-3196/1/Receivership Order (for blackline).docx	
Modified DMS: nd://4155-7039-3196/2/Receivership Order (for blackline).docx	
Changes:	
<u>Add</u>	149
Delete	148
Move From	1
<u>Move To</u>	1
<u>Table Insert</u>	1
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	300