

2026

Hfx. No. _____

**Supreme Court of Nova Scotia
In Bankruptcy and Insolvency**

IN THE MATTER OF: The Receivership of Rockville Carriers Limited

BETWEEN: Bank of Montreal

Applicant

– and –

Rockville Carriers Limited

Respondent

AFFIDAVIT OF MARTINE LANGLOIS

I, **Martine Langlois**, of Halifax, Nova Scotia, make oath and say as follows:

1. I am a Senior Account Manager with the Special Accounts Management Unit of the Bank of Montreal (the "**Bank**").
2. I have personal knowledge of the evidence sworn to in this Affidavit except where otherwise stated to be based on information or belief.
3. I state, in this Affidavit, the source of any information that is not based on my own personal knowledge and I state my belief of the source.
4. The Respondent Rockville Carriers Limited ("**Rockville**") is a body corporate incorporated pursuant to the laws of the Province of Nova Scotia, as shown on the profile print out from the Registry of Joint Stock Companies attached hereto as **Exhibit "A"**.

Loan Agreement and Security

5. Rockville is indebted to the Bank pursuant to a Letter of Agreement dated April 11, 2019, as amended and restated by a Letter of Agreement – Amendment and Restatement dated March 29, 2023 (collectively, the "**Loan Agreement**"), true copies of which are attached hereto as **Exhibits "B"** and "**C"** respectively.
6. Rockville's obligations to the Bank pursuant to the Loan Agreement are secured by:
 - (i) A Demand Debenture (the "**Debenture**") in the amount of \$400,000.00 executed by Rockville in favor of the Bank and dated November 19, 1986, a true copy of which is attached hereto as **Exhibit "D"**.

The Debenture bears a stamp confirming its recording at the Yarmouth Registry of Deeds on November 28, 1986 in Book 422 at Page 959. The Debenture was also

recorded pursuant to the *Personal Property Security Act* (the "**PPSA**") as Reg. No. 2498639 and was previously recorded pursuant to the *Corporations Securities Registration Act*;

- (ii) A Mortgage (the "**Mortgage**") granted by Rockville to the Bank dated October, 2017, a true copy of which is attached hereto as **Exhibit "E"**.

The Mortgage was recorded at the Land Registration Office for Yarmouth County, (the "**LRO**") on November 1, 2017 as Doc. No. 111665650 and, by its terms, secures a maximum principal debt of \$1,230,000.00 as against Rockville's property at 88 Town Point Road, Yarmouth County (PID No. 90177890);

The Mortgage was amended by way of Amending Agreement between Rockville and the Bank dated November 25, 2022 (the "**Mortgage Amendment**") so as to include Rockville's property known as PID No. 90177908. The Mortgage Amendment was recorded at the LRO on March 31, 2023 as Doc. No. 122253884 and on October 20, 2023 as Doc. No. 123280696, and a true copy is attached hereto as **Exhibit "F"**;

- (iii) A General Security Agreement (the "**GSA**") granted by Rockville to the Bank and dated March 19, 1999, a Financing Statement for which was recorded pursuant to the PPSA on March 24, 1999 as Reg. No. 1477896. A true copy of the GSA is attached hereto as **Exhibit "G"**;
- (iv) A Pledge of Fluctuating Cash Collateral (the "**Pledge**") granted by Rockville to the Bank and dated November 23, 2017, a true copy of which is attached hereto as **Exhibit "H"**. An amended Financing Statement as regards the Pledge was recorded pursuant to the PPSA on December 2, 2012 as Reg. No. 12031654; and
- (v) Security granted by Rockville to the Bank pursuant to s. 427 of the **Bank Act** (the "**Bank Act Security**") dated February 8, 2011, a true copy of which is attached hereto as **Exhibit "I"**. A Notice of Intention to Give Security as regards the Bank Act Security was registered with the Bank of Canada on February 7, 2011 as No. 01260897;

(collectively, the "**Security**").

- 7. Rockville's obligations to the Bank pursuant to the Loan Agreement are further supported by the personal Guarantees of Wentworth Porter as follows:

Date of Guarantee	Amount
February 6, 2017	\$1,000,000.00
October 26, 2017	\$500,000.00
May 24, 2018	\$960,000.00
April 30, 2019	\$500,000.00

(collectively, the ("**Guarantees**").

8. True copies of the Guarantees are attached hereto as **Exhibit "J"**.

Rockville Indebtedness

9. Attached hereto as **Exhibit "K"** are true copies of Account Statements for each of the credit facilities under the Loan Agreement, which show that Rockville's debt obligations to the Bank pursuant to the Loan Agreement totalled **\$2,357,642.88** as of January 5, 2026. Interest accrues thereafter at the combined daily rate of **\$406.66**.

Rockville Default

10. Rockville fell into default of its obligations under the Loan Agreement and, on November 8, 2023, I wrote to Rockville and Mr. Porter advising that the Bank did not wish to continue its lending relationship with Rockville and formally requesting that Rockville fully repay the Bank on or before February 29, 2024 (the "**Repayment Deadline**"). A true copy of my November 8, 2023 letter is attached hereto as **Exhibit "L"**.
11. As a result of continuing discussions between Rockville and the Bank, the Repayment Deadline was extended as several occasions, as follows:

Letter Date	Revised Repayment Date
February 1, 2024	July 31, 2024
July 30, 2024	August 30, 2024
August 28, 2024	September 30, 2024
October 7, 2024	October 31, 2024
November 7, 2024	November 30, 2024
November 29, 2024	January 3, 2025

12. The intent of these extensions of the Repayment Deadline was to allow Rockville an opportunity to sell or refinance its business to generate funds to repay the Bank.
13. On March 27, 2025 I wrote to Rockville and Mr. Porter extending the Repayment Deadline to September 30, 2025 on the terms and conditions set out therein, and a true copy of that letter is attached hereto as **Exhibit "M"**.
14. This additional extension was intended to allow Rockville to complete the sale of its business to a purchaser pursuant to a Letter of Intent dated March 20, 2025, with a Definitive Agreement as regards the sale to be executed on or before May 30, 2025.
15. No such Definitive Agreement was ever executed.
16. On June 24, 2025 the Bank made demand for payment upon Rockville and issued a Notice of Intention to Enforce Security ("**NITES**"), true copies of which are attached hereto as **Exhibit "N"**.

17. The Bank also made demand for payment upon Mr. Porter pursuant to the Guarantees by letter dated June 24, 2025, a true copy of which is attached hereto as **Exhibit "O"**.
18. Rockville remains in default of its obligations to the Bank pursuant to the Loan Agreement notwithstanding the Bank's demand for payment and the issuance of the NITES.
19. On October 14, 2025 the Bank appointed Deloitte Restructuring Inc. ("**Deloitte**") as Receiver and Manager of Rockville pursuant to the powers granted by Rockville to the Bank pursuant to the Security.
20. I am advised by James Foran of Deloitte, and do verily believe, that shortly after its appointment as Receiver Deloitte took possession of Rockville's assets and facilities, and that Rockville thereupon ceased operations and that it no longer carries on business.
21. I am advised by the Bank's legal counsel, Stephen Kingston, and do verily believe that attached hereto as **Exhibit "P"** are true copies of Tax Certificates for the mortgaged properties, which show taxes as being up-to-date as of January 12, 2026.

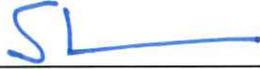
Receivership Order

22. The Bank considers that a Court-appointed Receiver is necessary and desirable in this instance as:
 - (i) Rockville has defaulted in its obligations to the Bank;
 - (ii) Rockville has ceased operations and no longer carries on business; and
 - (iii) the assets subject to the Bank's Security includes real estate.
23. I believe that a Court appointment would enable the Receiver to implement a process for the orderly sale of Rockville's assets in a transparent manner and subject to the supervision of this Honourable Court.
24. I have accordingly instructed the Bank's legal counsel to seek a Receivership Order from this Honourable Court as regards all of Rockville's assets, properties and undertaking.
25. Deloitte has agreed to act as Receiver, if so appointed by this Honourable Court, and a true copy of Deloitte's Consent to Act is attached hereto as **Exhibit "Q"**.

Sale Process Order

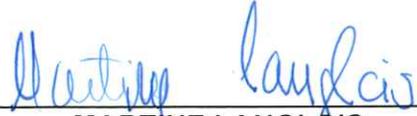
26. I am familiar with the proposed Sale and Investment Solicitation Process ("**SISP**") as set out in Deloitte's Pre-Filing Report to the Court, and I agree with its terms.
27. The Bank considers that it would be efficient in terms of both time and costs if the SISP was considered by this Honourable Court at the same time and during the same hearing as the Application for the Receivership Order.
28. I have accordingly instructed the Bank's counsel to seek a Sale Process Order from this Honourable Court as part of the intended Application.

Sworn to before me)
On January 14, 2026)
at Halifax, in the County of Halifax,)
Province of Nova Scotia)



A Barrister of the Supreme
Court of Nova Scotia)

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia



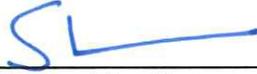
MARTINE LANGLOIS

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This is Exhibit "A" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia

ROCKVILLE CARRIERS LIMITED

Profile Relationships Events (35)

Reg. Number

1073261

Reg. Name

ROCKVILLE CARRIERS LIMITED

Type

Limited Company

Status

Active

Effective Date

31-May-2001

Registered on

10-Mar-1975

Next Annual Return

31-Mar-2026

Addresses

Reg. Address

88 TOWN POINT ROAD, ROCKVILLE, NOVA SCOTIA, B5A 5G2, CANADA

Mailing Address

88 TOWN POINT ROAD, ROCKVILLE, NOVA SCOTIA, B5A 5G2, CANADA

Documents (40) Reports (4)

Type to filter

Company Annual Renewal Statement (SR701302)

Registered on: 24-Feb-2025, Effective from: 24-Feb-2025

Standard \$12.45

Certified \$12.45

Company Annual Renewal Statement (SR517842)

Registered on: 20-Feb-2024, Effective from: 20-Feb-2024

Standard \$12.45

Certified \$12.45

Company Annual Renewal Statement (SR337782)

Registered on: 15-Feb-2023, Effective from: 15-Feb-2023

Standard \$12.45

ROCKVILLE CARRIERS LIMITED

[Profile](#) [Relationships](#) [Events \(35\)](#)

Name: WENTWORTH PORTER

Relationship: Director

Name: WENTWORTH PORTER

Relationship: Officer(President, Secretary)

Name: WENTWORTH PORTER (88 TOWN POINT RD, ROCKVILLE, NOVA SCOTIA, B5A 5G2, CANADA)

Relationship: Recognized Agent

[Documents \(40\)](#) [Reports \(4\)](#)

Type to filter

Company Annual Renewal Statement (SR701302)

Registered on: 24-Feb-2025, Effective from: 24-Feb-2025

Standard \$12.45

Certified \$12.45

Company Annual Renewal Statement (SR517842)

Registered on: 20-Feb-2024, Effective from: 20-Feb-2024

Standard \$12.45

Certified \$12.45

Company Annual Renewal Statement (SR337782)

Registered on: 15-Feb-2023, Effective from: 15-Feb-2023

Standard \$12.45

2026 Hfx No. _____

This is Exhibit "B" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia

Letter of Agreement



354 Main Street
Yarmouth NS
B5A 4B2

April 11, 2019

Rockville Carriers Limited
88 Town Point Road
Rockville, NS
B5A 5G2

Attention: Wentworth Porter

LETTER OF AGREEMENT

Bank of Montreal ("BMO") is pleased to advise that it has authorized the following new and renewed credit Facilities for **ROCKVILLE CARRIERS LIMITED** (each, a "Facility" and collectively, the "Facilities") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower:	ROCKVILLE CARRIERS LIMITED (the "Borrower")
Guarantor:	WENTWORTH LEE PORTER (the "Guarantor")
Total Facility Limit:	The total approved amount of all facilities shall not exceed \$5,632,187.50 at any time.

Facility # 1 Existing

Facility Authorization: \$807,187.50 CAD

Type of Loan: Demand Loan Non Revolving

Purpose: To refinance lobster facility located 88 Town Point Road, Rockville NS

Maximum Amortization: 225 months

**Demand Loan
Non
Revolving** **Interest Rate:** Prime Rate plus 1.50%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of April 11, 2019 is 3.95%.

Repayment Terms: Repayable on demand, provided that until demand is made by BMO:

Equal monthly principal payments of \$3,587.50 and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

Prepayments of principal in whole or in part are permitted, without penalty

Facility # 2 Amended

Facility Authorization: \$4,000,000.00 CAD

Type of Loan: Operating Facility

Purpose: For general operating requirements in either CAD or USD

**Operating
Demand Loan** **Interest Rate:** Prime Rate OR US Base Rate plus 1.50%. Interest is calculated monthly in arrears, and payable on the last day of each month. The Prime Rate OR US Base Rate in effect as of April 11, 2019 is 3.95% and 6.00% respectively.

Facility Fee: \$500 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

Repayment Terms: Repayable on demand

Other Costs: BMO is not obliged to permit the Loan to exceed the Cap amount.

In the event the Loans exceed the Cap amount, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Cap amount or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.

Operating Demand Loan CAD

Interest Rate: Prime Rate plus 1.50%. Interest is calculated monthly in arrears, and payable on the last day of each month. The Prime Rate in effect as of April 11, 2019 is 3.95%.

Facility Fee: \$500 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

Repayment Terms: Repayable upon demand.

Other Costs: BMO is not obliged to permit the Loan to exceed the Cap amount.

In the event the Loans exceed the Cap amount, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Cap amount or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.

US Overdraft Demand Loan USD

Interest Rate: US Base Rate Plus 1.50%. Interest is calculated monthly in arrears, and payable on the last day of each month. The US Base Rate in effect as of April 11, 2019 is 6.00%.

Repayment Terms: Repayable on demand.

Facility Fee: \$500 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

Other Costs: BMO is not obliged to permit the Loan to exceed the Cap amount.

In the event the Loans exceed the Cap amount, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Cap amount or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the

excess.

The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.

Each Loan under this Facility shall be a separate Loan.

The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility or request to change the Cap amount of an Operating Demand Loan under this Facility.

The Borrower is permitted four account limit changes per month and a charge of \$150/ change will apply for additional limit changes.

Advances under this Facility are at all times to be contained within the Margin Limit as calculated below, so the aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization.

Margin Limit:

The Margin Limit shall be calculated as the aggregate of the lesser of (i) the items in the described margin category, less the deductions shown, multiplied by the Advance Rate and (ii) the Cap for each of the margin categories shown.

Margin Reporting:

Information is required within 20 days after month-end, unless otherwise advised.

Documentation	Frequency
Aged Accounts Receivable Listing – CAD	Monthly
Aged Accounts Receivable Listing – USD	Monthly
Aged Insured Receivables Listing – CAD	Monthly
Aged Insured Receivables Listing – USD	Monthly
Inventory Listing	Monthly
Statement of Security under Section 427 of the Bank Act (LF 151)	Monthly
Accounts payable listing identify contra accounts	Monthly

Non-Std	Margin Category and Description	Deduction	Advance Rate %	Cap
No	Canadian Accounts Receivables	Total Accounts Receivables less these deductions: amounts past due 61 days or more, doubtful accounts, accounts in dispute, intercompany accounts, prior claims, contra accounts, holdbacks , progress billings, lienable accounts payable	75%	
No	CAD Insured Receivables	Canadian Insured Accounts Receivables (EDC or other insurer approved by the bank) less standard deductions should be made against the total insured Accounts Receivables including: disputed accts, interco accounts, prior claims , contra accounts, holdbacks, progress billings	90%	
Yes	USD Accounts Receivables	USD Accounts Receivables less these deductions should be made against the total insured Accounts Receivables including: amounts past due 61 days or more, disputed accts, interco accts, prior claims, contra accts, holdbacks	60%	
No	USD Insured Accounts Receivables	USD Insured Accounts Receivables (EDC or other insurer approved by the bank) less standard deductions should be made against the total insured Accounts Receivables including: disputed accts, interco accounts, prior claims , contra accounts, holdbacks, progress billings	90%	

No	Inventory	Total inventory less these deductions: Obsolete inventory, advance payments, prior claims (if not deducted from accounts receivable), work in progress, lienable accounts payable, less lobster and Wages & Taxes	50%	
Yes	Inventory	Lobster only	75%	
Yes	Miscellaneous	USD Dollar account 0210-4603-453 in the name of Rockville Carriers Limited	100%	
Yes	Miscellaneous	\$200,000 margin deficit permissible for the first 2 weeks of lobster season annually		
Yes	Miscellaneous	Receivables less Ellenwood Estates Limited and Logan & Ryan Fisheries Limited		

Facility # 3

Existing

Facility Authorization:

\$300,000.00 CAD

Type of Loan:

Demand Loan Revolving

Purpose:

Operating Financing

Interest Rate:

Prime Rate plus 1.50%. Interest is calculated monthly in arrears and payable monthly. The Prime Rate in effect as of April 11, 2019 is 3.95%.

Repayments:

Repayable on demand, provided that until demand is made by BMO:

All Advances under this Facility and all principal repayments thereof shall be in a multiple of \$ 30,000

The Borrower authorizes BMO daily or otherwise as determined by BMO to ascertain the position of account no. 0210-1005-213 (the "Deposit Account") and

- If such position is a debit balance, make an Advance under this Facility

- If such position is a credit balance, apply the amount of such credit balance or any part as a repayment of Advances under this Facility.

It is intended that each Advance and each repayment under this Facility shall be reflected by an appropriate entry to the applicable Deposit Account.

Facility Fee: \$180 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

Facility # 4 Existing

Facility Authorization: \$25,000.00 CAD

Type of Loan: Corporate MasterCard^{Â®}

Purpose: Operating Financing

Interest Rate: As determined by Corporate MasterCard Agreement.

Repayments: As determined by Corporate MasterCard Agreement.

Facility Fee: As determined by Corporate MasterCard Agreement.

Â® MasterCard is a registered trademark of MasterCard International Incorporated. Used under license.

Facility # 5 Existing

Type of Loan: Foreign Exchange Forward Contract

Purpose: To facilitate the utilization of Foreign Exchange Forward Contract (FEFC) products.

Availability: Through BMO's Capital Market Treasury Desk

Terms, Conditions and Fees: Subject to specific agreements and availability.

Conditions Precedent to Advances:

BMO will not be required to make any advance to the Borrower unless and until each of the conditions set out below and in Schedule C has been completed to BMO's satisfaction

1. Completion of all loan and account documents and all Security as outlined below.
2. Compliance with all covenants, representations and warranties in all loan documents and Security.
3. Receipt of all information necessary for BMO to comply with all legal and internal requirements in respect of money laundering and proceeds of crime legislation, and "know your customer" requirements.
4. Confirmation of no material adverse change to the Borrower and the Guarantor and their respective property and assets since the latest financial statements provided to BMO
5. Confirmation that no default or breach under this Letter of Agreement, any of the loan documents or the Security has occurred.

Covenants:

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. The Borrower will not, without BMO's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the Mortgaged Property ranking, or potentially ranking, in priority to or *pari passu* with the interest of BMO in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.

Existing Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "Security") shall be delivered to BMO prior to any advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

1. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided
2. \$500,000.00 Personal guarantee from Wentworth Lee Porter
3. Registered first-ranking all indebtedness mortgage in the amount of \$1,230,000.00 registered over 88 Town Point Road, Yarmouth NS B4A 4B2 (the "Mortgaged Property") with appropriate enabling resolutions and documentation
4. Registered first-ranking debenture in the amount of \$400,000 over all current and after acquired equipment
5. \$1,000,000.00 Personal guarantee from Wentworth Lee Porter
6. \$960,000.00 Personal guarantee from Wentworth Lee Porter
7. Registered Section 427 security providing BMO with security interest over all present and after-acquired inventory registered with Bank of Canada
8. Registered General Security Agreement ("GSA") providing BMO with a security interest over all present and after-acquired personal/movable property of the borrower with a First ranking for Canadian Accounts Receivable, US Accounts Receivable (For Canadian Domiciled Loans), Inventory/Warehouse Receipts, Machinery and Equipment, Canadian Insured Accounts Receivable, US Account Receivables
9. Standard MasterCard Documentation
10. Cash collateral over funds in the USD Account 0210-4603-453

New Security

1. \$500,000 personal guarantee from Wentworth Porter
2. Signed copy of Letter of Agreement

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Reporting Requirements:

Annual	Review Engagement Financial Statements prepared for Rockville Carriers Limited, within 90 days of fiscal year-end. Updated Personal Financial Statements for Wentworth Porter.
Quarterly	Quarterly internal statements (Balance Sheet and Income Statements) to be delivered to bank within 25 days of quarter-end (Quarters January 31 st , March 31 st , June 30 th and Sept 30 th annually).
Monthly	Documents to Support Margin; inventory listing, accounts receivable listings to be delivered to bank within 20 days on month-end Also Accounts payable listing identifying contra accounts.

A \$100 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the default condition.

Prompt notification of management letters, default notices, litigation, and any other material events

Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal and consulting fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of \$4,000 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$2,500

All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its bank accounts, solely with BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Nova Scotia and the federal laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

Schedule A – Covenants

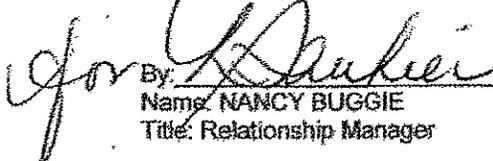
Schedule B – Representations and Warranties

Schedule C – Conditions Precedent to Advances

In accepting this Letter of Agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than April 15, 2019. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL


By: _____
Name: NANCY BUGGIE
Title: Relationship Manager

Accepted and agreed to this 12 day of April, 2019

BORROWER:

ROCKVILLE CARRIERS LIMITED

Signature: Wentworth Porter
Name: Wentworth Porter
Title: President

GUARANTOR:

WENTWORTH LEE PORTER

Witness: Lorwa Saubrier Signature: Wentworth Porter
Name: Lorwa Saubrier Name: Wentworth Lee Porter

SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility
2. Maintenance of corporate existence and status, if applicable
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholdings)
4. Compliance with all material laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
5. Compliance with all material agreements
6. Use of proceeds to be consistent with the approved purpose
7. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies
9. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
10. No liens or encumbrances on any assets except with the prior written consent of BMO
11. No change of control or ownership of the Borrower without the prior written consent of BMO
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

SCHEDULE B

REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its obligations hereunder and thereunder
2. It is in compliance with all applicable laws (including environmental laws) and its existing agreements
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party
4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a material adverse effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor
6. There is no material litigation pending against it or, to its knowledge, threatened against or affecting it
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required taxes
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. It has complied with all obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration obligations
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business
11. It is not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.

SCHEDULE C

CONDITIONS PRECEDENT TO ADVANCES

1. Evidence of corporate (or other) status and authority
2. Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
3. Completion of all facility documentation and account agreements and authorities, as applicable
4. Compliance with all representations and warranties contained herein
5. Compliance with all covenants (financial and non-financial) contained herein
6. No Event of Default (defined herein) shall have occurred and be continuing
7. Compliance with all laws (including environmental)
8. Payment of all fees and expenses
9. Receipt of all necessary material governmental, regulatory and other third party approvals including environmental approvals and certificates
10. Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
11. Repayment of all existing indebtedness (excluding permitted indebtedness), as applicable.
12. Satisfactory review of material contracts, as applicable
13. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower(s) and/or the Guarantor(s) and compliance with any changes required to satisfy BMO's insurance requirements
14. Disclosure of all material contingent obligations
15. Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness
16. Corporate taxes of the Borrower and corporate/personal taxes of the Guarantor(s) are to be confirmed current and up-to-date
17. Satisfactory evidence that all other taxes payable by the Borrower and Guarantor(s) (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
18. No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s)
19. Any other document or action which BMO may reasonably require

2026 Hfx No. _____

This is Exhibit "C" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia

Letter of Agreement – Amendment & Restatement



Special Accounts Management Unit
354 Main Street
Yarmouth, NS, B5A 4B2

March 29, 2023

Rockville Carriers Limited
88 Town Point Road,
Rockville, NS, B5A 5G2
Attention: Wentworth Porter, President

LETTER OF AGREEMENT – AMENDMENT & RESTATEMENT

Bank of Montreal (“**BMO**”) is pleased to provide this amended and restated Letter of Agreement with respect to the credit facilities (each a “**Facility**” and collectively, the “**Facilities**”) described herein. This letter (the “**Letter of Agreement**”) amends and restates the existing Letter of Agreement dated November 25, 2022 that amended or replaced letters dated February 3, 2017, October 26, 2017, April 11, 2019 (the “**Prior Letter**”, as amended from time to time). The Facilities are offered (or continue to be offered, as applicable) on the terms and conditions set out in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any advance (each an “**Advance**” or if more than one, “**Advances**”) under any Facility hereunder will be made at BMO’s sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower:	Rockville Carriers Limited (the “ Borrower ”)
Guarantor:	Wentworth Lee Porter (the “ Guarantor ”)
Total Facility Limit:	The total approved amount of all facilities shall not exceed \$4,956,400.00 at any time.
<u>Facility # 1</u>	Existing Facility
Facility Authorization:	Originally granted with authorization of \$861,000.00 CAD with a current authorized balance of \$631,400.00
Type of Loan:	Demand Loan Non-Revolver
Purpose:	To refinance lobster facility located at 88 Town Point Road, Rockville, NS
Interest Rate:	Prime Rate plus 2.00% per annum. Interest is calculated monthly in arrears and payable monthly. The Prime Rate in effect as of March 28, 2023 is 6.70% per annum.
Repayment Terms:	Repayable on demand, provided that until demand is made by BMO:

Equal monthly principal payments of \$3,587.50 and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.

Prepayments of principal in whole or in part are permitted, without penalty.

Maximum Amortization: 240 months from November 30, 2017 (remaining 176 months)

Facility # 2 Existing Facility with certain amendments as set out herein

Facility Authorization: \$4,000,000.00 CAD subject to Margin Limits determined below

Type of Loan: Operating Facility

Purpose: For general operating requirements in CAD

Interest Rate: Prime Rate plus 2.00% per annum. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of March 28, 2023 is 6.70% per annum.

Facility Fee: \$500 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

Repayment Terms: Repayable upon demand

Other Costs: BMO is not obliged to permit the Advance under this Facility to exceed the Facility Authorization.

In the event the Advances under this Facility exceeds the Facility Authorization, the excess shall be immediately repaid and will bear interest at the Overdraft Rate until paid, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of \$100 and a \$5 overdraft handling charge per item that creates or increases the excess.

Margin Limits: From February 2, 2023 until March 29, 2023: \$3,000,000

•

From March 30, 2023 until July 15, 2023: \$2,000,000

From July 16, 2023 until November 1, 2023: \$1,500,000

On or around November 1st, 2023, BMO will review and reassess the Facilities and advise the Borrower of new Margin Limits moving forward thereafter, all of which will be subject to approval by BMO's commercial credit department.

Monthly Borrowing base Calculations Temporarily cancelled and replaced by the specific reducing Margin Limits on the dates set up above.

Facility # 3

Existing Facility

Facility Authorization:

\$300,000.00 CAD

Type of Loan:

Demand Loan Revolving

Purpose:

Operating Financing during peak season

Interest Rate:

Prime Rate plus 2.00% per annum. Interest is calculated monthly in arrears and payable monthly. The Prime Rate in effect as of March 28, 2023 is 6.70% per annum.

Repayments:

Repayable on demand, provided that until demand is made by BMO:

All Advances under this Facility and all principal repayments thereof shall be in a multiple of \$30,000;

The Borrower hereby consents and authorizes BMO, on a daily basis or at such other time as determined by BMO, to ascertain the position and status of account no 210-1005-213 (the "**Deposit Account**") and to do the following in relation to the Deposit Account:

- If such position is a debit balance, make an Advance under this Facility to credit the Deposit Account for an amount equal to a portion or all of the amount of the debit balance; or
- If such position is a credit balance, apply the amount of such credit balance or any part as a repayment of Advances under this Facility.

It is intended that each Advance and each repayment under this Facility shall be reflected by an appropriate entry to the applicable Deposit Account.

Facility Fee:

\$0 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

Facility # 4

Existing Facility

Facility Authorization:

\$25,000.00 CAD

Type of Loan:

Corporate MasterCard[®]*

Purpose:

Operating Financing

Interest Rate:

As determined by Corporate MasterCard Agreement.

Repayments:

As determined by Corporate MasterCard Agreement.

Facility Fee:

As determined by Corporate MasterCard Agreement.

Â®* MasterCard is a registered trademark of MasterCard International Incorporated. Used under license.

Conditions Precedent to Advances:

BMO will have no obligation to make any Advance to the Borrower unless and until each of the conditions set out below and in Schedule C have been completed to BMO's satisfaction:

1. Completion of all loan and account documents and all Security as outlined below.
2. Compliance with all covenants, representations and warranties in all loan documents and Security.
3. Receipt of all information necessary for BMO to comply with all legal and internal requirements in respect of money laundering and proceeds of crime legislation, and "know your customer" requirements.
4. Confirmation of no material adverse change to the Borrower and the Guarantor and their respective property and assets since the latest financial statements provided to BMO.
5. Confirmation that no default or breach under this Letter of Agreement, any of the loan documents or the Security has occurred.
6. Confirmation that all payment deferrals and arrangements have been put in place in accordance with BMO's requirements and all amendments to existing agreements or new agreements with the Borrower's other lenders as BMO may require and all registrations and opinions in accordance therewith have been provided in form and substance acceptable to BMO and its counsel.
7. Such further and other documents, certificates and opinions as BMO may require.

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as any commitment under this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A and in all Security.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants for the following periods, based on financial statements of the Borrower or applicable Guarantor all in accordance with GAAP:

New Covenant (as of April 1, 2023)

- No payment to 3342779 Nova Scotia Limited and/or Porter Family Trust 2020 without BMO's approval

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

The Borrower will not, without BMO's prior written consent, participate in any retrofit project or energy or water efficiency project affecting the Mortgaged Property which would have the effect of creating a lien, hypothec or other interest (including, but without limitation, a local improvement charge or similar interest) in the Mortgaged Property ranking, or potentially ranking, in priority to or *pari passu* with the interest of BMO in the Mortgaged Property, whether or not such project is sponsored or endorsed by a municipal or other government, governmental organization or utility.

Positive Covenants - As long as any credit facilities remain outstanding, the Borrower will: Provide all materials as requested under the Reporting Requirements; Advise BMO promptly of the occurrence of any event, which would result in a material adverse change in the financial condition of the Borrower; Provide BMO with information and financial data as they may request from time to time; Maintain adequate insurance on all of its

assets, undertakings and business risks; and Provide such additional security, information and documentation as may be required by BMO or its solicitor to ensure on-going compliance with the terms and conditions outlined herein.

Existing Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "**Existing Security**") held by BMO shall remain in full force and effect including but not limited to the following:

1. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided;
2. Title insurance from Stewart Policy # M-7762-186217 in the amount of \$1,230,000 in respect of 88 Town Point Road, Yarmouth NS B4A 4B2 naming BMO as beneficiary;
3. Total of \$2,960,000.00 of Personal guarantees from Wentworth Lee Porter;
4. Registered first-ranking All Indebtedness Mortgage dated October 26, 2017 ("**Mortgage**") in the amount of \$1,230,000.00 registered over 88 Town Point Road, Yarmouth NS B4A 4B2 PID # 90177890 (the "**Mortgaged Property**") with appropriate enabling resolutions and documentation;
5. Registered first-ranking debenture in the amount of \$400,000 over all present and after-acquired personal/movable property of the Borrower such as, not limiting to, Machinery and Equipment and otherwise;
6. Registered first-ranking Section 427 security providing BMO with security interest over all present and after-acquired Inventory/Warehouse Receipts registered with Bank of Canada;
7. Assignment of Cash Collateral first-ranking over funds held in the USD Account 210-4603-453;
8. Standard MasterCard Documentation;
9. Operating Loan Agreement;
10. Registered first-ranking General Security Agreement ("**GSA**") providing BMO with a security interest over all present and after-acquired personal/moveable property of the Borrower such as, not limiting to, Machinery and Equipment, Accounts Receivable, Inventory/Warehouse Receipts, and otherwise
11. EDC guarantee over CAD & USD Receivables; and
12. Promissory Note for Facility #1 in the amount of \$861,000.00,

Security (New):

Each of the following documents, instruments, agreements and other assurances (together with the Existing Security is hereinafter collectively referred to as the "**Security**") shall be delivered to BMO prior to any Advance of funds unless otherwise stated below, in form and substance acceptable to BMO and its solicitors, acting reasonably:

1. Signed Letter of Agreement (this document),
2. A duly authorized and executed amendment to the Mortgage to charge and mortgage to BMO the lands and premises identified as PID 90177908 together with appropriate enabling resolutions and solicitor's opinions acceptable to BMO's solicitors and said amendment to the Mortgage to be registered at the applicable Land Registration Office on or before **April 30th, 2023**;
3. Any other documents, instruments, opinions or agreements as may be required by BMO, acting reasonably.

Reporting Requirements:

BMO shall be provided with the following by the Borrower or Guarantors as applicable within the time periods set out herein:

Annual	<p>Financial Statements - Within 120 days of the end of each fiscal year end, Reviewed Engagement Financial Statements for the Borrower.</p> <p>Guarantor Statements - Upon request by BMO, updated and signed Personal Financial Statements for Wentworth Lee Porter.</p>
Quarterly	<p>Quarterly internal statements (Balance Sheet and Income Statements) - Within 45 days of the end of each quarter of the Borrower's fiscal year to be delivered to bank (Quarter: December 30th, March 31st, June 30th and Sept 30th annually).</p>
Other	<p>All other reporting as may be required by BMO from time to time, such as, but not limiting to, receivable, inventory and payable listings. All reporting shall be in form and substance acceptable to BMO.</p>

A \$100 per month fee will be applied for non-compliance with reporting requirements. The application of this fee does not waive the default condition.

Prompt notification of management letters, default notices, litigation, and any other material events.

Satisfactory evidence that all taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date shall be provided as and when requested by BMO.

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility. The financial condition of the Borrower has been accurately and completely described to BMO and its advisors. Despite any investigation by BMO or its advisors, it is agreed that BMO is relying, and it is entitled to rely, entirely on the representations and warranties made that all information provided in relation to the Borrower's the financial condition or operations of the Borrower is accurate and complete.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any Advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal and consulting fees including those of PricewaterhouseCoopers LLP and McInnes Cooper (BMO legal counsel), and the enforcement of BMO's rights hereunder or pursuant to the Security are for the account of the Borrower.

The fees set out in this Letter of Agreement are the fees for the facilities provided herein and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.

A one-time fee ("Fee") of \$2,500.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$2,500.00

All fees payable under this Letter of Agreement shall be fully earned and paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its Bank Accounts, solely with BMO. The Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing or terminate the facilities.

Treasury & Payment Solutions (Existing):

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. BMO's On-Line Banking for Business platform (OLBB) includes treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute the same original agreement.

Governing Law:

New Brunswick and the federal laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

- Schedule A – Covenants
- Schedule B – Representations and Warranties
- Schedule C – Conditions Precedent to Advances

This Letter of Agreement amends and restates, without novation, the Prior Letter, as of the date hereof, without prejudice to the effect of the terms of the Prior Letter or to any actions taken under or pursuant to the Prior Letter prior to such date. The entry into effect of this Letter of Agreement shall not be deemed to waive or limit any of BMO's rights in respect of any Event of Default then existing under the Prior Letter or any Event of Default under this Letter of Agreement which exists because of matters occurring prior to such effective date, whether or not known to BMO.

In accepting this agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its obligations to BMO, any obligation to advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than **April 17, 2023**. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: Martine Langlois
Name: Martine Langlois
Title: Senior Account Manager

Accepted and agreed to this 12 day of April 2023

BORROWER:

Rockville Carriers Limited

Per: Wentworth Lee Porter
Name: Wentworth Lee Porter
Title: President

GUARANTOR:

Witness: [Signature] Signature: Wentworth Lee Porter
Name: Dylan d'Entremont Name: **Wentworth Lee Porter**

SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility
2. Maintenance of corporate existence and status, if applicable
3. Payment of all taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding)
4. Compliance with all material laws, regulations and applicable permits or approvals (including health, safety and employment standards, labour codes and environmental laws)
5. Compliance with all material agreements
6. Use of proceeds to be consistent with the approved purpose
7. Notices of death of Borrower or Guarantor, default, material litigation, and regulatory proceedings to be provided to BMO on a timely basis
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies
9. No assumption of additional indebtedness or guarantee obligations by Borrower without prior written consent of BMO
10. No liens or encumbrances on any assets except with the prior written consent of BMO
11. No change of control or ownership of the Borrower without the prior written consent of BMO
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

SCHEDULE B

REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to performs its obligations hereunder and thereunder
2. It is in compliance with all applicable laws (including environmental laws) and its existing agreements
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party
4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a material adverse effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor
6. There is no material litigation pending against it or, to its knowledge, threatened against or affecting it
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required taxes
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. It has complied with all obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration obligations
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business
11. It is not in default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.

SCHEDULE C

CONDITIONS PRECEDENT TO ADVANCES

1. Evidence of corporate (or other) status and authority
2. Completion and registration (as applicable) of all Security (defined herein) and other supporting documents
3. Completion of all facility documentation and account agreements and authorities, as applicable
4. Compliance with all representations and warranties contained herein
5. Compliance with all covenants (financial and non-financial) contained herein
6. No Event of Default (defined herein) shall have occurred and be continuing
7. Compliance with all laws (including environmental)
8. Payment of all fees and expenses
9. Receipt of all necessary material governmental, regulatory and other third party approvals including environmental approvals and certificates
10. Satisfactory due diligence (including, without limitation, anti-money laundering, proceeds of crime and "know your customer" requirements and procedures, environmental and insurance due diligence)
11. Repayment of all existing indebtedness (excluding permitted indebtedness), as applicable.
12. Satisfactory review of material contracts, as applicable
13. Satisfactory review by BMO (or, at BMO's option and the Borrower's expense, an insurance consultant) of insurance policies issued to the Borrower(s) and/or the Guarantor(s) and compliance with any changes required to satisfy BMO's insurance requirements
14. Disclosure of all material contingent obligations
15. Confirmation that no shares of the Borrower held by the principal shareholders have been pledged as security for any financial or other indebtedness
16. Corporate taxes of the Borrower and corporate/personal taxes of the Guarantor(s) are to be confirmed current and up-to-date
17. Satisfactory evidence that all other taxes payable by the Borrower and Guarantor(s) (including, without limitation, GST, HST, sales tax, and withholdings) have been paid to date
18. No material judgments or material legal action initiated against the Borrower and/or any Guarantor(s)
19. Any other document or action which BMO may reasonably require

2026 Hfx No. _____

This is Exhibit "D" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

IN THE MATTER OF:

The Corporations Securities
Registration Act, being
Chapter 60, R.S.N.S., 1967

-and-

IN THE MATTER OF:

The registration of a mort-
gage, charge or assignment
contained in a Debenture of
ROCKVILLE CARRIERS LIMITED

AFFIDAVIT

I, ROBERT PORTER, of Rockville, in the County of
Yarmouth, Province of Nova Scotia, make oath and say that:

1. I am the President of Rockville Carriers Limited
(the "Company"), and I am aware of the circumstances connected
with the annexed Debenture and the transaction represented
thereby, and have a personal knowledge of the facts deposed to
herein and have authority to make this Affidavit on behalf of
the Company.

2. The total amount secured by the Debenture is the
principal sum of \$400,000.00 together with interest and other
monies as set out in the annexed Debenture;

3. Annexed hereto is a true copy of the said Deben-
ture;

4. The said Debenture was executed on the 19 day of
NOVEMBER, 1986.

SWORN TO at Yarmouth, in the)
County of Yarmouth, Province)
of Nova Scotia, this 19)
day of NOVEMBER, A. D., 1986)
before me:)

Am W)
A Barrister of the Supreme)
Court of Nova Scotia)

GREGORY M. WARNER
A Barrister of the Supreme
Court of Nova Scotia

Robert Porter
ROBERT PORTER, President

FOR INFORMATION OF THE REGISTRAR OF THE COMPANIES ACT, THE REGISTRAR OF THE SECURITIES ACT AND THE REGISTRAR OF THE MORTGAGE ACT, THE FOLLOWING INFORMATION IS HEREBY PROVIDED:
ROCKVILLE CARRIERS LIMITED
1986 NOV 19

PROVINCE OF NOVA SCOTIA
CORPORATIONS SECURITIES REGISTRATION ACT

A duplicate copy of the within document was registered in the office of the Registrar of Joint

Stock Companies at 8:36 o'clock in the AM
on the 24th day of Nov 19 86 as No. 20699A

Nancy Nomans
of Registrar of Joint Stock Companies

DATED 25th day of Nov 1986

ROCKVILLE CARRIERS LIMITED
(Incorporated under the Laws of the
Province of Nova Scotia)

\$400,000.00

D E M A N D D E B E N T U R E

1. ROCKVILLE CARRIERS LIMITED, a body corporate, incorporated under the laws of the Province of Nova Scotia, with its Registered Office at Yarmouth, Nova Scotia (the "Company") for value received, hereby acknowledges itself indebted and promises to pay to or to the order of Bank of Montreal (the "Holder"), on demand, at the Branch of the Holder at Yarmouth, Nova Scotia (the "Branch"), the principal sum of \$400,000.00 of lawful money of Canada.

2. This Debenture is issued for the purpose of providing to the Holder collateral security for all loans or advances (revolving or otherwise) now made or hereafter to be made to the Company by the Holder as evidenced by a promissory note, notes, or renewals or replacements thereof issued by the Company in favour of or held by the Holder, and to provide to the Holder security for any and all other obligations of the Company, whether direct or indirect, contingent or not contingent, including guarantee or guarantees, and to secure the payment of interest thereon as evidenced on the said note or notes, or the said obligations, and as herein provided. The following mortgages and charges created herein or for whose creation provision is herewith made, shall be effective whether the monies secured hereby or any portion thereof, is advanced before or after or at the time of the issuance of this Debenture.

3. The Company will, during the continuance of this Debenture, pay to the Holder, interest on the principal sum or the balance thereof, from time to time outstanding as well after as before maturity, on demand, at an annual rate of interest, calculated monthly, which is equal to the Bank of

Montreal's prime commercial lending rate, as from time to time set by it, plus 2% per annum. Any sum owing by way of interest which is not paid on demand shall itself bear interest at the said rate from the date of demand until paid. Each payment of interest provided for herein shall be payable at the Branch on the last day of each and every month, commencing in the month this Debenture is executed.

4. As security for the due payment of all the principal sum and interest, including interest on amounts in default, and all other monies from time to time owing under this Debenture and the due performance of the obligations of the Company herein set forth:

- (a) The Company hereby charges as and by way of a floating charge to and in favour of the Holder, its undertaking and all its property and assets for the time being, both real and personal, movable and immovable of whatsoever kind and nature, both present and future (other than such thereof as are from time to time effectively and validly subjected to the specific mortgages and charges hereby created), including its goodwill and uncalled capital.

All of the property and assets of the Company referred to in sub-paragraph (a) of this paragraph 4 are hereinafter collectively referred to as the "Mortgaged Property".

5. The floating charge hereby created shall in no way hinder or prevent the Company, until the security hereby constituted becomes enforceable from selling, or otherwise dealing with the subject matter of such floating charge in the

ordinary course of its business, and for the purpose of carrying out such business, provided such action is not in breach of any of the covenants contained in this Debenture.

6. The mortgages and charges hereby created shall not extend or apply to the last day of the term of any lease, whether written or oral, or any agreement therefor, now held or hereafter acquired by the Company, but upon enforcing this security, the Company shall stand possessed of such residue of the term, and shall hold it in trust to assign and dispose thereof as the Holder shall direct.

7. The Company hereby covenants and agrees with the Holder that it will at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all and every such other acts, deeds, documents, mortgages, transfers, assignments and assurances in law as the Holder may reasonably require for the better assuring, mortgaging, transferring, assigning and confirming unto the Holder, all and singular the undertakings hereby the subject of the mortgages and charges stated herein, or intended so to be, or which the Company may hereafter become bound to mortgage, transfer, assign and charge in favour of the Holder, and for the better accomplishing and effectuating of the intentions of this Debenture.

8. The Company warrants and represents that it is a corporation duly organized and lawfully existing for the purpose of carrying on business in those jurisdictions where it carries on business, that it has good right within lawful authority to grant, mortgage and charge the undertaking, property and assets hereby mortgaged and charged, and that the Mortgaged Property is free and clear of any deed of trust, mortgage, lien, charge or encumbrance ranking in priority to or

pari passu with the security created by this Debenture, except as agreed to by the Holder at the time of execution of this Debenture, and that it will warrant and defend the title to the Mortgaged Property against the claims and demands of all persons whomsoever.

9. The Company covenants and agrees with the Holder that:

- (a) It will at all times maintain its corporate existence;
- (b) It will carry on and conduct its business in a proper and efficient business-like manner in accordance with good business practice;
- (c) It will not, without the prior written consent of the Holder, which consent shall not be unreasonably withheld, make, give or create any mortgage, charge or assignment, or other security, whether fixed or floating, on any of its undertaking, property or assets ranking in priority to or pari passu with the security hereby constituted, and that it will not permit or suffer the registration of any lien, encumbrance or charge, statutory or otherwise, on or in respect of any of its property and assets;
- (d) It will keep or cause to be kept proper books of account in accordance with sound accounting practices;

- (e) It will observe and conform to all valid requirements of any governmental authority relative to any of its property, assets and undertakings;
- (f) It will maintain and keep in good repair the Mortgaged Property and will refrain from damaging or destroying or selling same, save only in the ordinary course of business;
- (g) It will not without the prior written consent of the Holder, which consent will not be unreasonably withheld, pay any dividends, bonuses to any of its shareholders;
- (h) It will not without the prior consent of the Holder, which shall not be unreasonably withheld, make in any fiscal year aggregate capital expenditures in excess of \$400,000.00, including payments under any lease agreement;
- (i) It will upon the request of the Holder, furnish copies of all audited financial statements and working financial papers of the Company within ninety (90) days of its fiscal year-end;
- (j) It will cause all taxes, rates, license fees and any other charges assessed or imposed upon it and its property, or any part thereof, to be paid when the same become due and payable;

- (k) It will pay and cause to be discharged all claims by and obligations to creditors of the Company which may have priority over the security of the Mortgaged Property;
- (l) It will insure and keep insured its insurable interest in the Mortgaged Property and any other insurable property of the Company against such perils and in such amounts as may be usual and prudent with companies carrying on similar business or holding similar assets, and upon the written request of the Holder, will furnish it with copies of such policies of insurance.

10. If the Company well and truly pays all of its liabilities and indebtedness to the Holder heretofore or hereafter made, including both amounts of principal and interest and any other monies which may be due by the Company to the Holder, the Holder, upon the request of the Company, shall discharge this Debenture.

11. Subject to the terms of this Debenture, in each and every of the following events, the Debenture shall immediately become due and payable to the full extent of the principal amount and of all monies and accrued interest then due and owing to the Holder, and the security constituted by this Debenture shall become enforceable;

- (a) If the Company defaults in the payment of principal or interest thereon of monies due to the Holder;

- (b) If the Company makes default in the observance or performance of any of the covenants or conditions herein contained on its part to be observed or performed;
- (c) If any execution, foreclosure or other process is levied or enforced against any of the property of the Company and remains unsatisfied for a period of ten (10) days;
- (d) If any sum admitted due or not disputed to be due by the Company and forming or capable of being made a mortgage or charge upon the Mortgaged Property herein in priority to the security of this Debenture remains unpaid for a period of thirty (30) days after proceedings have been taken to enforce it as such prior mortgage or charge;
- (e) If the Company becomes insolvent or bankrupt within the meaning of the applicable bankruptcy law or makes a general assignment for the benefit of creditors or otherwise acknowledges its insolvency, or if an order is made or a resolution passed for the winding-up of the Company, or any encumbrancer shall take possession of the Mortgaged Property or any part thereof;
- (f) If the Company at any time creates or purports or attempts to create any mortgage, pledge, charge, assignment, or other security, whether fixed or floating on any

of the Mortgaged Property or any part thereof ranking or purporting to rank in priority to or pari passu with the security constituted by this Debenture other than encumbrances expressly authorized by any provisions hereof;

- (g) If the Holder deems any of the Mortgaged Property in danger of misuse, confiscation, seizure or itself insecure.

12. Whenever the security hereby constituted becomes enforceable, the Holder may enforce its rights by entry, or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receiver and manager, or the Holder may by instrument in writing appoint any person or persons, whether an officer or officers or any employee or employees of the Holder or not, to be a receiver or receivers of all or any part of the Mortgaged Property, and may remove any receiver or receivers so appointed and it may appoint another or others in his or their stead. Any such receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Company and in no event the agent of the Holder, and the Holder shall not be in any way responsible for misconduct, negligence or non-feasance on the part of any such receiver. Any such receiver or receivers so appointed shall have power to take possession of the Mortgaged Property or any part thereof and to carry on or concur in carrying on the business of the Company and to borrow money for the maintenance, preservation or protection of the Mortgaged Property or any part thereof or the carrying on of the business of the Company and to further mortgage and charge the Mortgaged Property in priority to the mortgages and charges of this Debenture

as security for money so borrowed and to sell, lease or otherwise dispose of all or any part of the Mortgaged Property. Except as may be otherwise directed by the Holder, all monies from time to time received by such receiver shall be applied by him as follows:

Firstly, in discharge of all rents, taxes, rates, insurance premiums and other liabilities which in the Holder's opinion should be discharged to preserve the Mortgaged Property;

Secondly, in keeping in good standing all charges and liens on such property having priority over the security hereby constituted;

Thirdly, in payment of all costs in respect of the receivership, including legal fees on a solicitor/client basis;

Fourthly, in payment to the Holder the principal, interest and other sums, if any, due and payable hereunder;

AND the residue, if any, of such monies shall be paid to the Company.

The rights and powers conferred by this paragraph are in supplement of and not in substitution for any rights or powers the Holder may from time to time have as holder of this Debenture, and every such receiver may, in the discretion of the Holder, be vested with all or any of the rights and powers of

the Holder. The term "receiver" as used in this paragraph includes a receiver and manager.

13. If the security hereby constituted shall become enforceable, the Holder may, either before or after any entry, lease, sell and dispose of the Mortgaged Property, either as a whole or in separate parcels and any such sale hereunder may be made by public auction or by tender or by private sale at such time or times as the Holder may determine, and such sale may be either for cash or part cash and part credit, and with or without advertisement, and with or without a reserve bid as the Holder may deem proper, and the Holder may also rescind or vary any contract of sale that may have been entered into and resell with or under any of the powers conferred hereunder and adjourn any such sale from time to time and may execute and deliver to the purchaser or purchasers the said property or any part thereof good and sufficient deed or deeds, conveyances or transfers for the same, the Holder being hereby constituted the irrevocable attorney of the Company for the purpose of making such sale and executing such deeds, conveyances and transfers, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Company and all other persons claiming the said property or any part thereof, by, from, through or under the Company.

14. The Company agrees to pay to the Holder forthwith upon demand all costs, charges and expenses (including legal fees on a solicitor and client basis) of or incurred by the Holder in connection with this Debenture, or the Mortgaged Property or any part thereof, or the recovery or enforcement of payment of any of the monies owing hereunder, including all such costs, charges and expenses in connection with taking possession, protecting, preserving, collecting or realizing

upon any part of the Mortgaged Property, together with interest thereon at the rate as herein provided from the date of incurring such costs, charges and expenses.

15. This security is in addition to and not in substitution for any other security now or hereafter held by the Holder, and no payment to the Holder shall constitute payment on account of any of the principal, interest or other monies from time to time owing hereunder unless specifically so appropriated by the Holder by notation of such payment on this Debenture.

16. Any notice or demand upon the Company shall be valid if given by delivering same or by postage prepaid letter addressed to the principal office of the Company, and shall be deemed to have been served or given upon delivery if delivered, or two (2) business days after such letter is posted, if mailed.

17. This Debenture shall be governed by and construed in accordance with the Laws of the Province of Nova Scotia.

IN WITNESS WHEREOF the Company has caused its Corporate Seal to be hereunto affixed and this Debenture to be signed by its proper officers duly authorized in that behalf on the 19th day of NOVEMBER, A.D., 1986.

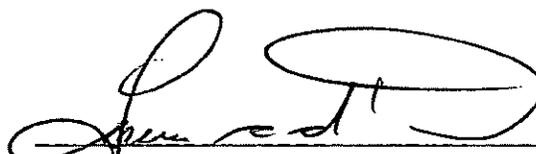
SIGNED, SEALED AND DELIVERED)
In the Presence of:)
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)
[Signature])
Witness)

ROCKVILLE CARRIERS LIMITED)
Per: [Signature])
President)
Per: [Signature])
Secretary)

972

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

ON THIS 19 day of NOVEMBER, A.D., 1986, before me, the subscriber, personally came and appeared GREG M. WARWELL, a subscribing witness to the foregoing Debenture, who having been by me duly sworn, made oath and said that ROCKVILLE CARRIERS LIMITED, one of the parties thereto, caused the same to be executed in its name and on its behalf, and at the same time caused its Corporate Seal to be thereunto affixed by its proper officers duly authorized in that behalf, in his presence.



A Barrister of the Supreme
Court of Nova Scotia

LOUIS A. d'ENTREMONT
A Barrister of the Supreme
Court of Nova Scotia

FORM OF REGISTRATION
(no writing hereon except by the Company)

Date of Registry	In Whose Name Registered	Signature of Secretary or Treasurer of the Company
<i>Nov. 19/86</i>	<u>BANK OF MONTREAL</u>	<i>Margaret Porter</i>

DATED: , 1986

IN THE MATTER OF: THE CORPORATIONS
SECURITIES REGISTRATION ACT, being
Chapter 60 of R.S.N.S., 1967;

- and -

IN THE MATTER OF: ROCKVILLE
CARRIERS LIMITED, a body corporate,
incorporated under the laws of the
Province of Nova Scotia,

AMENDMENT & SUPPLEMENT TO DEBENTURE

GREGORY M. WARNER, of
Pink Macdonald Harding
Post Office Drawer 398
379 Main Street
Yarmouth, Nova Scotia
B5A 4B3

ROCKVILLE CARRIERS LIMITED

BE IT RESOLVED as follows:

1. THAT the Company create and issue a Debenture in favour of Bank of Montreal, in the principal amount of \$400,000.00.
2. THAT the Company do cause the said Debenture to be substantially in the form of the Debenture (hereinafter called the "Debenture") now submitted to this Meeting of the Board of Directors and attached hereto, the terms and provisions of which are hereby approved, subject, however, to such corrections, alterations, and amendments, if any, as may be deemed advisable and necessary or proper, and as shall be approved by the President and Secretary of the Company, such approval to be conclusively evidenced by the execution of the Debenture by the President or other proper officer of the Company, and Secretary and such execution to be conclusive evidence that the Debenture so executed is the Debenture authorized by this Meeting.
3. THAT the President and Secretary or other proper officer or officers of the Company be and they are hereby authorized and directed to take all such steps and do all such acts and things as may be necessary or proper to provide for the performance by the Company prior to the issue of the Debenture and at all times while the Debenture shall be outstanding of the covenants in the Debenture contained, and that all actions so taken by the Officers of the Company in respect of the matters aforesaid be, and they are hereby in all respects authorized, adopted, approved, ratified and confirmed.

I HEREBY CERTIFY that this is a true copy
of a document filed in the office of the
Registrar of Joint Stock Companies on the
24th day of November, 19 86

Nancy Romano
Registrar Joint Stock of Companies
Dated 25th day of Nov. , 19 86.

18
of
of
REPUBLIC OF THE PHILIPPINES

18
of
of
of
I HEREBY CERTIFY THAT THIS IS A TRUE COPY

976

C E R T I F I C A T E

I, MARGARET PORTER, Secretary of ROCKVILLE CARRIERS LIMITED (the "Company"), do hereby certify under the Corporate Seal of the Company that the attached is a true copy of a Resolution passed at a Meeting of the Shareholders of the Company, held at Yarmouth, Nova Scotia, on the 19 day of NOVEMBER, 1986, at which Meeting a quorum for the transaction of business was present, and that the said Resolution is presently in full force and effect.

DATED at Yarmouth, Nova Scotia, this 19 day of NOVEMBER, 1986.


MARGARET PORTER, Secretary
ROCKVILLE CARRIERS LIMITED c/s

Province of Nova Scotia
County of Yarmouth

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Yarmouth, in the County of Yarmouth, N.S. at 2:30 o'clock P.M., on Fri the 28 day of November A. D. 19 86 in Book Number 422 at Pages 959-976


Registrar of Deeds for the Registration District of the County of Yarmouth

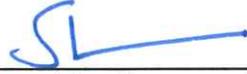


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2026 Hfx No. _____

This is Exhibit "E" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
Barrister of the Supreme
Court of Nova Scotia

**BANK OF MONTREAL
PEI, NS and NL
ALL INDEBTEDNESS MORTGAGE
(COMMERCIAL/FARM)**

THIS MORTGAGE is made this day of October, 2017

PURSUANT TO THE ENACTMENTS RESPECTING SHORT FORMS OF INDENTURES

BETWEEN:

ROCKVILLE CARRIERS LIMITED, a corporation
incorporated under the laws of NOVA SCOTIA,

(hereinafter called the "**Mortgagor**")

AND:

BANK OF MONTREAL

(hereinafter called the "**Mortgagee**")

WHEREAS the Mortgagor has, at the request of the Mortgagee, agreed to give this mortgage (the "**Mortgage**") to the Mortgagee as continuing security for payment to the Mortgagee of all Indebtedness (as defined in Schedule B) provided that the total amount of principal and interest secured by this Mortgage shall not exceed the principal sum of \$1,230,000.00 and interest thereon at the rate equivalent to the Mortgagee's Prime Rate (as defined in Schedule B) plus five percent (5%) per annum, calculated and payable monthly, not in advance, before and after demand, maturity, default and judgment;

NOW THEREFORE THIS MORTGAGE WITNESSES that for valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Mortgagor), the Mortgagor, as legal and beneficial owner, hereby mortgages, charges, assigns, transfers and conveys to the Mortgagee the real property described in Schedule A;

AND all buildings, easements, tenements, hereditaments and appurtenances to the same belonging to the Mortgagor or in any way appertaining to the real property described in Schedule A with the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest and property claims and demands both at law and in equity of the Mortgagor in, to or out of the same, to have and to hold to the Mortgagee forever;

PROVIDED THAT, subject to the applicable provisions of Schedule B, this Mortgage shall be void upon payment to the Mortgagee, at such place as the Mortgagee may designate from time to time, of all Indebtedness (as defined by Schedule B) then outstanding and unpaid and upon the due observance and performance of all covenants herein contained on the part of the Mortgagor to be observed and performed, but otherwise this Mortgage shall remain in full force and effect;

AND the Mortgagor covenants with the Mortgagee to perform all of the obligations of the Mortgagor as set out in this Mortgage including, but not limited to, Schedule B and in any other agreement between the Mortgagor and the Mortgagee.

The Mortgagee's address for service is:

C0210 YARMOUTH NS 354 MAIN STREET, P.O. BOX 189 YARMOUTH, NOVA SCOTIA B5A4B2

IN WITNESS WHEREOF this Mortgage was executed and delivered by the Mortgagor by its duly authorized officer or officers on the foregoing date and

- the corporate seal of the Mortgagor was hereunto affixed by its duly authorized officer or officers on the foregoing date
or
 the Mortgagor does not have a corporate seal.

Executed by the Mortgagor in the presence of:



Barrister, Solicitor, Commissioner of Oaths
or Notary Public in and for the Province of

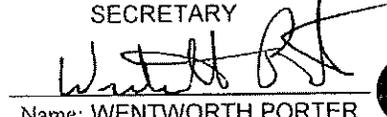
Per:



Name: ROBERT A. PORTER

Title: PRESIDENT &
SECRETARY

Per:



Name: WENTWORTH PORTER

Title: VICE-PRESIDENT

We have the authority to bind the corporation

SWORN/AFFIRMED before me at the
Town of Yarmouth, in the Province of
Nova Scotia, this . . . day of October,
2017.

Barrister, Solicitor, Commissioner of Oaths
or Notary Public in and for the Province of

Name

person from being a trustee of the Lease under the above declaration of trust and appoint a new trustee or trustees.

- (d) The Mortgagor shall not surrender, terminate, amend or modify the Lease or agree to do so without the prior written consent of the Mortgagee, which the Mortgagee may withhold in its absolute discretion. No release or forbearance of any of the Mortgagor's obligations under the Lease or under any Other Encumbrance shall release the Mortgagor from any of the Mortgagor's obligations under the Mortgage.
- (e) Unless the Mortgagee expressly consents in writing, the title in fee simple to the Mortgaged Land and the leasehold estate shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates by purchase or otherwise.

3. *Last Day of Term Excepted.* Despite any other provision of the Mortgage, the last day of the term of the Lease and of any renewal or extension thereof and of any agreement therefor now held or hereafter acquired by the Mortgagor shall be excepted out of the mortgage, charge and demise contained in the Mortgage.

4. *Charge by way of Sublease.* Despite section C.1. and any other provision of the Mortgage (except section E.3), the Mortgagor mortgages and charges, by way of sublease, the Mortgagor's leasehold interest in the Mortgaged Land pursuant to the Lease, the mortgages and charges contained in the Mortgage shall be by way of sublease and the Mortgagee shall not have any obligation or liability to the landlord or any other person pursuant to or in respect of the Lease.

5. *Leasehold Interests.* Wherever any reference is made in the Mortgage to any right of the Mortgagee to sell, transfer, assign, lease, sublease, alienate or otherwise deal with the Mortgaged Land, such reference shall be deemed, subject to section E.3 to relate to the existing and future rights and interests of the Mortgagor in the Mortgaged Land pursuant to the Lease.

F. ASSIGNMENT OF LEASES AND RENTS

If the Mortgagor or any predecessor of the Mortgagor grants or has granted any lease, offer to lease, tenancy agreement or other similar agreement of all or any part of the Mortgaged Land as landlord, the following provisions shall apply:

1. *Assignment.* As additional and separate security for payment of all Indebtedness, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee, all the Mortgagor's rights and interests as landlord in all existing and future leases, tenancy agreements, offers to lease and other similar agreements with respect to all or part of the Mortgaged Land, and all rents, incomes, profits and other amounts now or hereafter arising from or out of all or part of the Mortgaged Land or any building, improvement, fixture or part thereof forming part of the Mortgaged Land.

2. *Separate Assignments.* The assignment of each of the foregoing and of each of the rents, incomes, profits and other amounts by the Mortgagor to the Mortgagee pursuant to section F.1. shall be deemed to be a separate assignment so that the Mortgagee in its discretion may exercise its rights in respect of any or all of such leases, offers to lease, tenancy agreements or other similar agreements or the rents, incomes, profits or other amounts paid or payable thereunder.

3. *Collection by Mortgagor before Default.* Until there occurs a Default, the Mortgagor may collect, retain and apply all rents, incomes, profits and other amounts and deal with all leases, offers to lease, tenancy agreements and other similar agreements from time to time in accordance with sound business practice.

4. *No Liability of Mortgagee and Indemnity by Mortgagor.* Nothing herein shall obligate the Mortgagee to assume or perform (and nothing herein shall impose on the Mortgagee) any liability or obligation of the Mortgagor to any tenant or other person pursuant to or in respect of any lease, offer to lease, tenancy agreement, other similar agreement or otherwise and the Mortgagor hereby indemnifies and saves harmless the Mortgagee from any and all claims with respect thereto, provided that the Mortgagee may, at its sole option, assume or perform any such obligations as it considers necessary or desirable.

5. *Re-assignment.* The Mortgagee may, at any time without further request or agreement by the Mortgagor, reassign to the Mortgagor, or the Mortgagor's heirs, administrators, successors or assigns, any or all of the collateral referred to in section F.1.

6. *Application by Mortgagee.* The Mortgagee's obligations with respect to any amount collected by the Mortgagee shall be discharged by the application of such amount to reduce Indebtedness.

7. *Not Mortgagee in Possession.* Nothing contained herein shall have the effect of making the Mortgagee a mortgagee in possession of the Mortgaged Land.

G. CONDOMINIUM OR STRATA TITLE DEVELOPMENT PROVISIONS

If the Mortgaged Land is or includes one or more condominium units or strata title units, the following provisions shall apply:

1. *Compliance with Requirements.* The Mortgagor shall observe and perform each of the covenants and provisions required to be observed and performed pursuant to the Mortgage, all applicable statutes governing or affecting condominiums or strata title developments, and the declaration, description, by-laws and rules, as amended from time to time, of the applicable condominium corporation or strata corporation.

2. *Common Expense Payments.* The Mortgagor shall pay promptly when due any and all unpaid condominium or strata development fees, common expenses, common element expenses, assessments, levies, instalments, payments or any other amounts due to the applicable condominium corporation or strata corporation or any agent thereof by the Mortgagor and, at the Mortgagee's request, deliver to the Mortgagee evidence of the payment thereof.

3. *Right of Mortgagee to Pay.* If the Mortgagor does not pay when due any condominium or strata development fees, common expenses or other amounts referred to in section G.2., the Mortgagee may (but shall not be obliged to) pay such amounts, the Mortgagor shall forthwith pay such amounts to the Mortgagee with interest thereon at the Applicable Rate, and all such amounts owing by the Mortgagor to the Mortgagee shall be a part of the Indebtedness and secured by the Mortgage.

4. *Voting by Mortgagee.* The Mortgagor hereby irrevocably authorizes the Mortgagee to exercise the rights of the Mortgagor as an owner of the Mortgaged Land to vote or to consent in

all matters relating to the affairs of the condominium corporation or strata corporation or arising under applicable law or the declaration or by-laws of the condominium or strata corporation, provided that:

- (a) in any case where the Mortgagee is entitled to receive and does receive notice of a meeting of owners, the Mortgagee may notify the condominium or strata corporation and the Mortgagor of its intention to exercise the right of the owner to vote or to consent at such meeting at least two days before the date specified in the notice for the meeting, failing which the Mortgagor may exercise such right to vote or consent at such meeting;
- (b) the Mortgagee shall not, by virtue of the giving to the Mortgagee of the right to vote or consent, be under any obligation to vote or consent or to protect the interests of the Mortgagor, and the Mortgagee shall not be responsible for any exercise or failure to exercise the right to vote or consent; and
- (c) nothing herein contained, including the exercise by the Mortgagee of the right to vote or consent, shall constitute the Mortgagee a mortgagee in possession.

H. MORTGAGE AS SECURITY FOR A GUARANTEE

If the Mortgagor has delivered to the Mortgagee or now or hereafter delivers to the Mortgagee a guarantee or guarantees of payment to the Mortgagee of indebtedness or liability of another or others, the Indebtedness shall include all indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee pursuant to such guarantee or guarantees, whether direct or indirect, absolute or contingent, and the Mortgage shall secure payment of all such indebtedness and liability of the Mortgagor pursuant to such guarantee or guarantees in addition to all other Indebtedness. If any such guarantee is increased or otherwise amended, the Mortgage shall also secure payment of all indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee pursuant to such guarantee as increased or otherwise amended.

I. DEFAULT

The Mortgagor shall be in default of the Mortgage and a Default shall occur pursuant to the Mortgage if:

1. the Mortgagor fails to pay any Indebtedness when due;
2. the Mortgagor or a Guarantor fails to comply with any obligation of the Mortgagor or the Guarantor pursuant to or in respect of the Mortgage or any existing or future note, instrument or agreement delivered by the Mortgagor and the Guarantors (or any of them) to the Mortgagee or between the Mortgagor and the Guarantors (or any of them) and the Mortgagee;
3. the Mortgagor fails to comply with any obligation of the Mortgagor pursuant to or in respect of any Permitted Prior Mortgage or any Other Encumbrance;
4. any representation or warranty made by the Mortgagor or a Guarantor in the Mortgage, any agreement between the Mortgagor and the Guarantors (or any of them) and the Mortgagee, or any loan or credit application made in connection with any Indebtedness was untrue when made;
5. a Receiver is appointed of any asset of the Mortgagor or of a Guarantor;
6. any construction lien, mechanics' lien or builders' lien is registered against all or any part of the Mortgaged Land and is not discharged within seven days after a request by the Mortgagee that such lien be discharged;
7. all or any part of the Mortgaged Land is condemned or expropriated;
8. the Mortgagor or a Guarantor becomes bankrupt or insolvent;
9. a petition in bankruptcy is filed against the Mortgagor or a Guarantor;

10. the Mortgagor or a Guarantor makes a proposal in bankruptcy or files a notice of intention to make a proposal in bankruptcy;
11. the Mortgagor or a Guarantor makes an application as a debtor in any Insolvency Proceeding or any other person makes an application against the Mortgagor or a Guarantor in any Insolvency Proceeding;
12. the Mortgagor sells, transfers or disposes of in any other manner the Mortgaged Land, any part thereof or any interest therein (unless the Mortgagee has approved in writing such sale, transfer or other disposition);
13. an execution, judgment or order of execution is filed or made against the Mortgaged Land or any part thereof and remains unsatisfied for a period of ten days;
14. the Mortgagor fails to pay when due any amount owing by the Mortgagor to the applicable condominium corporation or strata corporation or any agent thereof referred to in section G.2.; or
15. the Mortgagor or a Guarantor is not an individual and a change in control of the Mortgagor or such Guarantor occurs without the prior written consent of the Mortgagee; for the purposes hereof, a change in control of the Mortgagor or a Guarantor shall be deemed to occur if there occurs one or more sales, transfers or other dispositions of the beneficial ownership existing on the date of the Mortgage in the aggregate of:
 - (a) shares, other securities or other equity interests issued by the Mortgagor or such Guarantor which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by the Mortgagor or such Guarantor; or
 - (b) shares, other securities or equity interests issued by any Controlling Entity which have more than 50% of the total ordinary voting power of all shares, other securities and other equity interests issued by such Controlling Entity.

J. REMEDIES OF MORTGAGEE

1. *Acceleration and Termination of Obligation to Extend Credit.* Without prejudice to any right of the Mortgagee to demand at any time payment by the Mortgagor of any and all Indebtedness, upon the occurrence of a Default all Indebtedness (or any part thereof determined by the Mortgagee) shall, at the Mortgagee's option, forthwith become due and payable, the Mortgage shall become enforceable and the Mortgagee shall not be obligated to extend any further credit to the Mortgagor.
2. *Right of Entry.* Upon the occurrence of a Default, the Mortgagee may, at any time or times without the concurrence of any person, enter upon, take and maintain possession of the Mortgaged Land, inspect, complete the construction of, repair or maintain any buildings or other improvements thereon, lease, collect the rents, profits and other amounts derived from the Mortgaged Land and manage the Mortgaged Land as the Mortgagee may deem fit without hindrance or interruption by the Mortgagor or any other person, and all reasonable costs, charges and expenses, including legal fees on a solicitor and his or her own client basis, and disbursements, commissions and allowances for the time and services of any employees of the Mortgagee or any agent of the Mortgagee or other persons appointed for any such purpose shall be forthwith payable by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage. Upon the occurrence of a Default, the Mortgagee may also enforce its security against all crops growing on the Mortgaged Land, the Mortgagee may, at any time or times without the concurrence of any person, enter upon the Mortgaged Land for the purpose of cutting, harvesting and removing such crops and for otherwise farming and working the Mortgaged Land, the Mortgagee may bring on the Mortgaged Land all machines, equipment and instruments necessary for such purposes, and the Mortgagee may use all yards, barns, granaries, grain bins or all other improvements and equipment located on the Mortgaged Land to carry out any of such activities.
3. *Sale.* Upon the occurrence of a Default which continues for at least fifteen days, the Mortgagee may, on at least thirty-five days' notice, sell the Mortgaged Land or any part or parts thereof, in accordance with the following provisions:
 - (a) notice shall be given to such persons and in such manner and form and within such time as provided by law; provided that, in the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, notice may be effectually given by leaving it with a person on the Mortgaged Land, if occupied, or by placing the same on some portion thereof, if unoccupied or, at the option of the Mortgagee, by mailing it by registered mail in a notice or letter addressed to the Mortgagor at the Mortgagor's last known address, or by publishing it once in a newspaper published in the area or region in which the Mortgaged Land is situated;
 - (b) such notice shall be sufficient although not addressed to any person or persons by name or designation, and notwithstanding that any person to be affected thereby may be unknown, unascertained or under any disability;
 - (c) sale of the Mortgaged Land may be by public auction, by private sale, by a court ordered judicial sale or order for foreclosure, or partly by one and partly by another, for such price or prices as can reasonably be obtained therefor and on such terms as to credit or otherwise and with such conditions of sale and stipulations as to title or evidence of title or otherwise as the Mortgagee in its sole discretion shall deem appropriate;
 - (d) in the event of any sale on credit or for part cash and part credit, the Mortgagee shall not be accountable for or charged with any moneys until actually received;
 - (e) the Mortgagee may rescind or vary any contract of sale and may buy in and re-sell the Mortgaged Land or any part thereof without being answerable for any loss occasioned thereby;
 - (f) the Mortgagee may sell all or any part of the buildings, fixtures, machinery, equipment, crops and standing or fallen trees separately from the Mortgaged Land

and the purchaser shall have all necessary access to the Mortgaged Land for the purposes of severing, cutting and removal; and

- (g) subject to compliance with law, sales may be made from time to time of any part or parts of the Mortgaged Land to satisfy any part or parts of the Indebtedness then owing to the Mortgagee leaving the remaining outstanding Indebtedness secured by the Mortgage as a charge of the remainder of the Mortgaged Land.

4. *Sale or Lease.* The following shall apply with respect to any sale or lease by the Mortgagee, its agent or any Receiver of all or part of the Mortgaged Land after the occurrence of a Default:

- (a) no purchaser or lessee shall be bound to enquire into the legality, regularity or propriety of any sale or lease or be affected by notice of any irregularity or impropriety and no lack of default or lack of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale or lease;
- (b) the Mortgagee may sell or lease all or part of the Mortgaged Land without entering into actual possession of the Mortgaged Land and, when it desires to take possession, it may break locks and bolts and while in possession shall only be accountable for moneys actually received by it;
- (c) the Mortgagor hereby appoints the Mortgagee as the Mortgagor's true and lawful attorney and agent to make application under any statute for consent to sever, sell or lease part or parts of the Mortgaged Land and to do all things and execute all documents to effectually complete any such severance, sale or lease;
- (d) the Mortgagee may lease or take sale proceedings notwithstanding that other mortgage proceedings have been taken or are then pending;
- (e) the Mortgagee shall not be responsible for any loss which may arise by reason of any such leasing or sale of the Mortgaged Land unless such loss is caused by the Mortgagee's willful misconduct; and
- (f) no sale, leasing or other dealing by the Mortgagee with the Mortgaged Land or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person liable for payment of any Indebtedness.

5. *Attornment.* To the extent the Mortgaged Land or any part thereof is not a residential premises so as to be subject to the provisions of the applicable statute governing residential tenancies, the Mortgagor hereby attorns to and becomes a tenant of such Mortgaged Land to the Mortgagee from year to year from the date of the execution of the Mortgage until the Mortgage is discharged at a rental equivalent to and applicable in satisfaction of the interest payments forming part of the Indebtedness, the legal relation of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor in regard to the Mortgaged Land. The Mortgagor agrees that neither the existence of this provision nor anything done by virtue hereof shall impose any obligation on the Mortgagee or render the Mortgagee a mortgagee in possession or accountable for any moneys except moneys actually received by the Mortgagee and the Mortgagee may, upon the occurrence of any Default, enter on the Mortgaged Land and terminate the tenancy hereby created without notice.

6. *Right to Distrain.* Upon the occurrence of a Default, to the extent permitted by law, the Mortgagee may distrain for payment of any and all Indebtedness upon the Mortgaged Land or any part thereof and all chattels situated thereon and by distress warrant recover, by way of rent reserved from the Mortgaged Land, such moneys as shall from time to time be or remain in arrears and all costs, charges and expenses incurred by or on behalf of the Mortgagee with respect to or in connection therewith as in like cases of distress for rent. The Mortgagor waives the right to claim exceptions and agrees that the Mortgagee shall not be limited in the amount for which it may distrain.

7. *Judgments and Non-Merger.* The taking of a judgment or judgments with respect to any of the covenants contained herein, in the Mortgage or otherwise shall not operate as a merger of any such covenants or affect the Mortgagee's right to receive interest under the Mortgage and

each such judgment may provide, at the option of the Mortgagee, that interest thereon shall be computed and payable until such judgment has been fully paid and satisfied.

8. *Separate Remedies.* All remedies of the Mortgagee may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Mortgagee however created.

9. *Application of Proceeds and Mortgagor's Liability for Deficiency.* All amounts received by the Mortgagee or any Receiver pursuant to any enforcement of the Mortgage may be held by the Mortgagee as security for the Indebtedness or applied to reduce Indebtedness in such manner as may be determined by the Mortgagee and the Mortgagee may at any time apply or change any such appropriation of such payments to such part or parts of the Indebtedness as the Mortgagee may determine in its sole discretion. The Mortgagor shall be and remain liable to the Mortgagee for any deficiency. Any surplus amounts realized after payment of all Indebtedness shall be paid in accordance with applicable law.

10. *Mortgagor's Insolvency Proceedings.* The Mortgagor acknowledges that the Mortgaged Land is of such a unique nature that, if the Mortgagor seeks to reorganize or restructure its affairs pursuant to any Insolvency Proceeding, the Mortgagee would not have a sufficient commonality of interest with any other creditor or creditors of the Mortgagor such that the Mortgagee would be required to vote on any plan, reorganization, arrangement, compromise or other transaction in a class with any other creditor or creditors of the Mortgagor and, in that regard, the Mortgagor agrees that the Mortgagee shall be placed in its own exclusive class of creditors for voting purposes. The Mortgagor further agrees that:

- (a) it will give the Mortgagee not less than 10 days written notice prior to the commencement of any Insolvency Proceeding with respect to the Mortgagor;
- (b) in no circumstance will the Mortgagor seek an order which stays any right of the Mortgagee or, to the extent permitted by law, permit any right of the Mortgagee to be stayed, in any Insolvency Proceeding and, if any court-ordered or automatic stay is imposed on the Mortgagee, the Mortgagor hereby consents to an order lifting such stay as against the Mortgagee;
- (c) if an Insolvency Proceeding is commenced with respect to the Mortgagor, the Mortgagor will consent to an order directing that all rents or other revenues generated or received from or in respect of the Mortgaged Land be deposited to a segregated trust account under the sole control of the Mortgagee and that same shall not result in the Mortgagee's being a mortgagee in possession of, or in control or management of the Mortgaged Land or result in the acceleration of payment of any Indebtedness unless such acceleration is required by the Mortgagee in writing; and
- (d) it shall not, without the Mortgagee's prior written consent, propose or permit the sale or transfer of the Mortgaged Land or any part thereof, in or as part of any Insolvency Proceeding, for a net sale price less than the amount required to pay in full all Indebtedness outstanding as at the date of payment of such net sale proceeds to the Mortgagee.

K. APPOINTMENT OF A RECEIVER

1. *Appointment.* Upon the occurrence of a Default, in addition to any other remedies available to the Mortgagee, the Mortgagee may by instrument in writing appoint a Receiver of all or any part of the Mortgaged Land and all rents, incomes, profits and other amounts now or hereafter arising therefrom. The Mortgagee may also apply to any court of competent jurisdiction for the appointment of a Receiver.

2. *Powers of Receiver.* Any Receiver appointed by the Mortgagee shall, to the extent permitted by law, have the following powers:

- (a) to enter upon, take possession of, use, and occupy the Mortgaged Land or any part thereof;

- (b) to collect all rents, incomes, profits and other amounts in respect of the Mortgaged Land and to carry on the business of the Mortgagor on the Mortgaged Land;
- (c) to borrow money required for the maintenance, preservation or protection of the Mortgaged Land or for carrying on the business of the Mortgagor and, in the discretion of the Receiver, to charge the Mortgaged Land in priority to the Mortgage as security for the principal amounts so borrowed, interest thereon and costs related thereto;
- (d) to sell, lease, or otherwise dispose of the Mortgaged Land or any part thereof on such terms and conditions and in such manner as the Receiver shall determine in its sole discretion, and to effect such sale by conveying in the name and on behalf of the Mortgagor or otherwise;
- (e) to demand, commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession of the Mortgaged Land, and to give valid and effectual receipts and discharges therefor and to compromise or give time for the payment or performance of all or any part of the rents, accounts receivable or any other obligation of any person to the Mortgagor;
- (f) to exercise any rights or remedies which could have been exercised by the Mortgagee against the Mortgagor or the Mortgaged Land or with respect thereto; and
- (g) to execute all documents required to effect any of the foregoing.

3. *Identity of Receiver and Removal.* Any Receiver so appointed by the Mortgagee may be any person or persons satisfactory to the Mortgagee, and the Mortgagee may remove any Receiver so appointed and appoint another or others instead.

4. *Receiver as Agent of Mortgagor.* Any Receiver appointed by the Mortgagee shall be deemed to be agent of the Mortgagor unless the Mortgagee expressly specifies in writing that the Receiver shall be agent of the Mortgagee. The Mortgagor agrees to ratify and confirm all actions of the Receiver acting as agent for the Mortgagor and to release and indemnify the Receiver in respect of all such actions.

5. *Receivership Expenses.* The Mortgagor shall pay to the Receiver, forthwith on demand by the Mortgagee or the Receiver, the amount of all reasonable fees, disbursements and other expenses incurred by the Receiver in the exercise of its powers hereunder, with interest thereon at the Applicable Rate from the date on which such sums are incurred. All such sums, together with interest thereon at the Applicable Rate, shall be part of the Indebtedness and secured by the Mortgage.

6. *No Enquiries Required.* No persons dealing with the Receiver or its agents, upon any sale or other dealing with the Mortgaged Land, shall be concerned to inquire as to their powers or as to the application of any money paid to them, such sale or dealing shall be deemed as regards such person to be within the powers hereby conferred and to be valid and effectual.

L. MISCELLANEOUS

1. *Records of Mortgagee.* The records of the Mortgagee disclosing the amount of an extension of credit by the Mortgagee to the Mortgagor, the repayment of any principal amount of Indebtedness, the amount of accrued and unpaid interest owing by the Mortgagor and the amount of other Indebtedness (or any part thereof) at any time outstanding, shall constitute conclusive evidence thereof in the absence of mathematical error.

2. *Revolving Line of Credit.* The Mortgagee may wish to make loan advances and re-advances or otherwise extend credit to the Mortgagor from time to time up to a total outstanding principal amount not exceeding the principal amount referred to in the Mortgage. The Mortgage is and shall be continuing security to the Mortgagee for the payment of all Indebtedness. Any portion of the Indebtedness may be advanced or re-advanced by the Mortgagee or other credit may be extended by the Mortgagee in one or more sums at any future time or times and the

amount of all such advances, re-advances or other credits when so made or extended shall be secured by the Mortgage and be payable by the Mortgagor with interest thereon at the Applicable Rate and the Mortgage shall be deemed to be taken as security for the ultimate balance of the monies hereby secured, provided that none of the execution or registration of the Mortgage or the advance in part of any monies or extension of any other credit by the Mortgagee shall obligate the Mortgagee to advance any unadvanced portion thereof or to extend any other credit. The Mortgage shall not be void or cease to operate because the Indebtedness secured hereby has at any time or times been paid in full.

3. *Assignment and Syndication.* The Mortgagee shall be entitled from time to time, both before and after a Default, without notice to, or the consent of the Mortgagor or any Guarantor:

- (a) to sell or assign all or part of the Indebtedness and the Mortgagee's interests in the Mortgage and any other security and agreements held by the Mortgagee; and
- (b) to syndicate all or part of the Indebtedness, the Mortgage and any other security and agreements held by the Mortgagee and to grant participations therein.

To facilitate the foregoing, the Mortgagee may provide each prospective purchaser, assignee, syndicated lender or participant and their respective advisers with financial and other information concerning the Indebtedness, the Mortgagor, the Mortgaged Land, any Guarantor, any other collateral or any other matter.

4. *General Indemnity by Mortgagor.* The Mortgagor hereby agrees, on demand by the Mortgagee, to indemnify and hold harmless the Mortgagee and its officers, directors, employees and agents from and against any and all claims, expenses, liabilities, losses and damages that may be asserted against or incurred by any of such indemnified persons arising out of, or in connection with the Mortgage, any Indebtedness or any claim, investigation, proceeding or litigation relating to any of the foregoing, regardless of whether any such indemnified person is a party thereto (including any and all breakage costs reasonably incurred by the Mortgagee in respect of any breach by the Mortgagor of any of its obligations under the Mortgage) and to reimburse each such indemnified person, on demand by the Mortgagee, for any and all reasonable legal and other expenses incurred in investigating, pursuing or defending any of the foregoing or otherwise in connection with any of the foregoing; provided that the foregoing indemnity shall not, as to any indemnified person, apply to any claim, expense, liability, loss or damage or related expense to the extent they are found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the wilful misconduct or gross negligence of such indemnified person.

5. *Effect of Sale.* No sale, conveyance, transfer or other dealing by the Mortgagor with the Mortgaged Land or any part thereof or any approval of the Mortgagee relating thereto shall in any way change or affect the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person or persons liable for payment of the Indebtedness or any part thereof.

6. *Dealings with the Mortgagor and Others.* The Mortgagee may grant time, renewals, extensions, indulgences, releases and discharges to, may take security from and give the same and any and all existing security up to, may abstain from taking security from or from perfecting security of, may accept compositions from, may amend the Mortgage, and may otherwise deal with the Mortgagor and all other persons (including any principal debtor, any Guarantor or any owner of the Mortgaged Land) and security as the Mortgagee may see fit without prejudicing any rights of the Mortgagee under the Mortgage.

7. *Amendments to Mortgage.* The Mortgagor and the Mortgagee may from time to time amend the Mortgage (including to increase the interest rate specified by the Mortgage) by an amendment agreement between the Mortgagor and the Mortgagee, whether or not such amendment agreement (or notice thereof) is registered. This provision shall constitute notice of such amendments and the Mortgage shall secure payment of all Indebtedness (including all interest and other Indebtedness arising or resulting from such amendments) and retain its priority with respect thereto over any mortgage, charge or other instrument registered subsequent to the Mortgage.

8. *Waiver.* No waiver, condonation or excusing by the Mortgagee of any default, breach or other non-performance by the Mortgagor at any time or times in respect of any provision of the Mortgage (including any Default) shall operate as a waiver by the Mortgagee of any subsequent or other default, breach or non-performance or prejudice or affect in any way the rights of the Mortgagee in respect of any such subsequent or other default, breach or non-performance.

9. *Discharge or Assignment.* The Mortgagee shall be entitled to prepare or have its counsel prepare a discharge or assignment of the Mortgage and any other documents necessary to discharge or assign any other security held by the Mortgagee and shall have a reasonable time after payment of the Indebtedness in full within which to prepare, execute and deliver such instruments. All reasonable costs, fees and disbursements of the Mortgagee and the Mortgagee's counsel in connection with the preparation, review, execution and delivery of the discharge, assignment or any other documents necessary to discharge or assign the Mortgage or any other security shall, to the extent permitted by law, be paid by the Mortgagor to the Mortgagee and be secured by the Mortgage.

10. *No Obligation to Advance.* Nothing herein and nothing contained in the Mortgage shall obligate the Mortgagee to loan any amount to the Mortgagor or to extend any other credit to the Mortgagor.

11. *Appointment of Attorney Irrevocable.* Each appointment by the Mortgagor of an attorney in the Mortgage or the Standard Charge Terms is coupled with an interest and may not be revoked.

12. *Other Security.* The Mortgage is in addition to and not in substitution for any other security at any time held by the Mortgagee as security for payment of all or any part of the Indebtedness, and the Mortgagee may, at its option, pursue its remedies thereunder or under the Mortgage concurrently or successively. Any judgment or recovery under the Mortgage or under any other security held by the Mortgagee as security for payment of Indebtedness shall not affect the right of the Mortgagee to enforce or realize on the Mortgage or any other such security.
13. *Financing Statement.* To the extent permitted by law, the Mortgagor hereby waives its right to receive from the Mortgagee a copy of any financing statement, financing change statement, verification statement or other similar statement filed by or received by the Mortgagee or any agent of the Mortgagee.
14. *Notice.* Except as otherwise herein provided, any notice, demand or other communication to the Mortgagor referred to herein or in the Mortgage may be forwarded to the Mortgagor by personal delivery or mailed by prepaid ordinary or registered mail to the Mortgagor at the Mortgagor's last known address as shown on the Mortgagee's records. The Mortgagor shall be deemed to have received the same on the date of delivery, if personally delivered, or on the fourth day after the same is mailed by prepaid ordinary mail or registered mail, if mailed, even if the Mortgagor does not actually receive it.
15. *Different Currencies.* The payment of any part of the Indebtedness shall be made by the Mortgagor in the same currency as the currency in which such part of the Indebtedness is then denominated and all interest and fees shall be paid by the Mortgagor in the same currency as the currency in which that part of the Indebtedness to which they relate is denominated.
16. *Judgment Currency.* If in the recovery by the Mortgagee of any Indebtedness in any currency, judgment can only be obtained in another currency and, because of changes in the exchange rate of such currencies between the date of judgment and payment in full of the amount of such judgment, the recovery under the judgment differs from the receipt by the Mortgagee of the full amount of such Indebtedness, the Mortgagor shall pay any such deficiency to the Mortgagee, such deficiency may be claimed by the Mortgagee against the Mortgagor as an alternative or additional cause of action and any surplus received by the Mortgagee shall be repaid to the Mortgagor.
17. *Foreign Exchange Rate Determinations.* Whenever any provision of the Mortgage requires or permits the determination of the rate of exchange between any currencies, such rate of exchange shall be determined by the Mortgagee based on its normal practice as at the date of such determination.
18. *Governing Law.* The Standard Charge Terms and the Mortgage shall be governed by the law of the jurisdiction in which the Mortgaged Land is located.
19. *Time of Essence.* Time shall be of the essence of the Mortgage.
20. *Severability.* If any provision of the Mortgage is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall not apply and the Mortgage shall remain in full force and effect without such provision.
21. *Interpretation.* Whenever the context so requires, words in the singular shall include the plural, words in the plural shall include the singular and words importing any gender shall include the other genders. Whenever used in the Standard Charge Terms, the Mortgage or any Schedule, the words "including" and "includes" shall mean "including, without limitation" and "includes, without limitation", respectively, and the word "person" shall include an individual, corporation, partnership, government, government agency and any other entity.
22. *Titles.* Titles used in the Standard Charge Terms, the Mortgage or any Schedule are inserted for convenience of reference only and shall not affect or modify the interpretation or construction of any provision of the Standard Charge Terms, the Mortgage or any Schedule.
23. *Joint and Several Obligations.* If there is more than one Mortgagor, all Mortgagors shall be jointly and severally liable for all obligations of the Mortgagors pursuant to the Mortgage.
24. *Appendix.* Appendix I shall form part of the Standard Charge Terms.

25. *Equivalent Rate Information.* Appendix I is a summary of various annual rates of interest calculated half-yearly not in advance equivalent to the corresponding annual rates calculated monthly not in advance or calculated quarter-annually not in advance. The rate of interest chargeable, calculated half-yearly not in advance, equivalent to each Applicable Rate, is shown by Appendix I.

26. *Successors and Assigns.* All rights and powers of the Mortgagee shall enure to the benefit of and be exercisable by the Mortgagee and the Mortgagee's successors and assigns. All covenants, obligations and liabilities entered into or imposed on the Mortgagor shall be binding on the Mortgagor and the Mortgagor's heirs, executors, administrators, personal representatives, successors and assigns.

APPENDIX I

The interest rates set out in Column C are the annual interest rates calculated half-yearly not in advance which are equivalent to the corresponding annual interest rates calculated monthly not in advance set out in Column A and quarter-annually not in advance set out in Column B.

COLUMN A	COLUMN B	COLUMN C	COLUMN A	COLUMN B	COLUMN C
Interest rate calculated monthly not in advance	Interest rate calculated quarter-annually not in advance	Interest rate calculated half-yearly not in advance	Interest rate calculated monthly not in advance	Interest rate calculated quarter-annually not in advance	Interest rate calculated half-yearly not in advance
1.0000%	1.0008%	1.0021%	7.1250%	7.1674%	7.2316%
1.1250%	1.1261%	1.1276%	7.2500%	7.2939%	7.3604%
1.2500%	1.2513%	1.2533%	7.3750%	7.4204%	7.4892%
1.3750%	1.3766%	1.3789%	7.5000%	7.5470%	7.6182%
1.5000%	1.5019%	1.5047%	7.6250%	7.6736%	7.7472%
1.6250%	1.6272%	1.6305%	7.7500%	7.8002%	7.8762%
1.7500%	1.7526%	1.7564%	7.8750%	7.9268%	8.0053%
1.8750%	1.8779%	1.8823%	8.0000%	8.0535%	8.1345%
2.0000%	2.0033%	2.0084%	8.1250%	8.1801%	8.2638%
2.1250%	2.1288%	2.1344%	8.2500%	8.3068%	8.3931%
2.2500%	2.2542%	2.2606%	8.3750%	8.4336%	8.5225%
2.3750%	2.3797%	2.3868%	8.5000%	8.5604%	8.6519%
2.5000%	2.5052%	2.5131%	8.6250%	8.6871%	8.7815%
2.6250%	2.6307%	2.6394%	8.7500%	8.8140%	8.9111%
2.7500%	2.7563%	2.7658%	8.8750%	8.9408%	9.0407%
2.8750%	2.8819%	2.8923%	9.0000%	9.0677%	9.1704%
3.0000%	3.0075%	3.0188%	9.1250%	9.1946%	9.3002%
3.1250%	3.1331%	3.1454%	9.2500%	9.3215%	9.4301%
3.2500%	3.2588%	3.2721%	9.3750%	9.4484%	9.5600%
3.3750%	3.3845%	3.3988%	9.5000%	9.5754%	9.6900%
3.5000%	3.5102%	3.5256%	9.6250%	9.7024%	9.8201%
3.6250%	3.6360%	3.6525%	9.7500%	9.8294%	9.9502%
3.7500%	3.7617%	3.7794%	9.8750%	9.9565%	10.0804%
3.8750%	3.8875%	3.9064%	10.0000%	10.0836%	10.2107%
4.0000%	4.0133%	4.0335%	10.1250%	10.2107%	10.3410%
4.1250%	4.1392%	4.1606%	10.2500%	10.3378%	10.4714%
4.2500%	4.2651%	4.2878%	10.3750%	10.4650%	10.6019%
4.3750%	4.3910%	4.4151%	10.5000%	10.5921%	10.7324%
4.5000%	4.5169%	4.5424%	10.6250%	10.7194%	10.8630%
4.6250%	4.6428%	4.6698%	10.7500%	10.8466%	10.9937%
4.7500%	4.7688%	4.7973%	10.8750%	10.9739%	11.1244%
4.8750%	4.8948%	4.9248%	11.0000%	11.1011%	11.2552%
5.0000%	5.0209%	5.0524%	11.1250%	11.2285%	11.3861%
5.1250%	5.1469%	5.1800%	11.2500%	11.3558%	11.5170%
5.2500%	5.2730%	5.3078%	11.3750%	11.4832%	11.6480%
5.3750%	5.3991%	5.4355%	11.5000%	11.6106%	11.7791%
5.5000%	5.5252%	5.5634%	11.6250%	11.7380%	11.9102%
5.6250%	5.6514%	5.6913%	11.7500%	11.8654%	12.0414%
5.7500%	5.7776%	5.8193%	11.8750%	11.9929%	12.1727%
5.8750%	5.9038%	5.9474%	12.0000%	12.1204%	12.3040%
6.0000%	6.0300%	6.0755%	12.1250%	12.2479%	12.4354%
6.1250%	6.1563%	6.2037%	12.2500%	12.3755%	12.5669%
6.2500%	6.2826%	6.3319%	12.3750%	12.5031%	12.6985%
6.3750%	6.4089%	6.4603%	12.5000%	12.6307%	12.8301%
6.5000%	6.5353%	6.5887%	12.6250%	12.7583%	12.9618%
6.6250%	6.6616%	6.7171%	12.7500%	12.8859%	13.0935%
6.7500%	6.7880%	6.8456%	12.8750%	13.0136%	13.2253%
6.8750%	6.9145%	6.9742%	13.0000%	13.1413%	13.3572%
7.0000%	7.0409%	7.1029%	13.1250%	13.2691%	13.4892%

COLUMN A	COLUMN B	COLUMN C	COLUMN A	COLUMN B	COLUMN C
Interest rate calculated monthly not in advance	Interest rate calculated quarter-annually not in advance	Interest rate calculated half-yearly not in advance	Interest rate calculated monthly not in advance	Interest rate calculated quarter-annually not in advance	Interest rate calculated half-yearly not in advance
13.2500%	13.3968%	13.6212%	16.7500%	16.9849%	17.3455%
13.3750%	13.5246%	13.7533%	16.8750%	17.1134%	17.4795%
13.5000%	13.6524%	13.8854%	17.0000%	17.2420%	17.6136%
13.6250%	13.7803%	14.0177%	17.1250%	17.3706%	17.7477%
13.7500%	13.9082%	14.1499%	17.2500%	17.4992%	17.8819%
13.8750%	14.0360%	14.2823%	17.3750%	17.6278%	18.0162%
14.0000%	14.1640%	14.4147%	17.5000%	17.7564%	18.1506%
14.1250%	14.2919%	14.5472%	17.6250%	17.8851%	18.2850%
14.2500%	14.4199%	14.6798%	17.7500%	18.0138%	18.4195%
14.3750%	14.5479%	14.8124%	17.8750%	18.1426%	18.5540%
14.5000%	14.6759%	14.9451%	18.0000%	18.2713%	18.6887%
14.6250%	14.8040%	15.0779%	18.1250%	18.4001%	18.8233%
14.7500%	14.9320%	15.2108%	18.2500%	18.5290%	18.9581%
14.8750%	15.0601%	15.3437%	18.3750%	18.6578%	19.0929%
15.0000%	15.1883%	15.4766%	18.5000%	18.7867%	19.2278%
15.1250%	15.3164%	15.6097%	18.6250%	18.9156%	19.3628%
15.2500%	15.4446%	15.7428%	18.7500%	19.0445%	19.4979%
15.3750%	15.5728%	15.8760%	18.8750%	19.1734%	19.6330%
15.5000%	15.7011%	16.0092%	19.0000%	19.3024%	19.7682%
15.6250%	15.8293%	16.1425%	19.1250%	19.4314%	19.9034%
15.7500%	15.9576%	16.2759%	19.2500%	19.5605%	20.0387%
15.8750%	16.0859%	16.4094%	19.3750%	19.6895%	20.1741%
16.0000%	16.2143%	16.5429%	19.5000%	19.8186%	20.3096%
16.1250%	16.3427%	16.6765%	19.6250%	19.9477%	20.4451%
16.2500%	16.4710%	16.8102%	19.7500%	20.0768%	20.5807%
16.3750%	16.5995%	16.9439%	19.8750%	20.2060%	20.7163%
16.5000%	16.7279%	17.0777%	20.0000%	20.3352%	20.8521%
16.6250%	16.8564%	17.2116%			

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B. DEFINITIONS

In this set of Standard Charge Terms which are part of this Mortgage, the following terms shall have the following meanings:

1. **"Applicable Rate"** means:
 - (a) the applicable interest rate specified by the applicable note or agreement delivered by the Mortgagor to the Mortgagee or between the Mortgagor and the Mortgagee;
or

4. **"Guarantor"** means a person who guaranteed payment of all or any Indebtedness.
5. **"Indebtedness"** means all present and future indebtedness and liability now or hereafter owing by the Mortgagor to the Mortgagee whether direct or indirect, absolute or contingent, or revolving or non-revolving, whether incurred by the Mortgagor alone or together with any other debtor or debtors and whether incurred pursuant to the provisions of the Mortgage or otherwise including all principal, interest, guarantee liabilities, letter of credit indemnity liabilities, bankers' acceptance indemnity liabilities, fees and expenses now or hereafter owing by the Mortgagor to the Mortgagee.
6. **"Insolvency Proceeding"** means a proceeding commenced under the *Companies' Creditors Arrangement Act*, the *Bankruptcy and Insolvency Act* or any other similar statute.
7. **"Lease"** means a lease, offer to lease or other similar agreement of or with respect to the Mortgaged Land in favour of, or held by the Mortgagor as tenant and referred to in the Mortgage, as such lease, offer to lease or other similar agreement is amended or replaced from time to time.
8. **"Mortgage"** means the mortgage to which this set of Standard Charge Terms is attached (including all Schedules thereto), and includes any such mortgage or charge registered electronically or otherwise.
9. **"Mortgaged Land"** means the real property described in the Mortgage, all appurtenances thereto and all estates and interests therein, and includes all buildings, plant, machinery, crops, erections and improvements, fixed or otherwise, present or future, built, grown, placed or put thereon including all fences, heating equipment, plumbing equipment, antennae, radiators, mirrors, air-conditioning equipment, ventilating equipment, fire alarm and protective systems, lighting and lighting fixtures, hay racks, barn fixtures, milking machine equipment, water tanks, pumps and windmills, water bowls and pipes, feed boxes, litter carriers and tracks, mobile homes affixed to the real property, furnaces, boilers, oil burners, stokers, water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows, storm doors, window screens, door screens, shutters and awnings, all apparatus and equipment appurtenant thereto, and all other fixtures and accessions of any kind or nature.
10. **"Mortgagee"** means the mortgagee or chargee referred to in the Mortgage and its successors and assigns.
11. **"Mortgagee's Prime Rate"** means the fluctuating annual rate of interest determined by Bank of Montreal from time to time as the reference rate it will use to determine rates of interest payable by borrowers from Bank of Montreal of Canadian dollar loans made in Canada and designated by Bank of Montreal as its prime rate.
12. **"Mortgagor"** means the person or persons identified as the mortgagor or chargor in the Mortgage and his, her, its or their respective heirs, executors, administrators, personal representatives, successors and assigns.
13. **"Other Encumbrances"** means all statutory liens, construction liens, mechanics' liens, builders' liens, other liens, executions, mortgages, charges, and other encumbrances which charge or otherwise affect or could affect the Mortgaged Land but excludes the Mortgage.

1. *Charge of Mortgaged Land.* In consideration of other valuable consideration and a loan advance made or other credit extended by the Mortgagee to the Mortgagor (the receipt and sufficiency of which are acknowledged by the Mortgagor), the Mortgagor hereby mortgages and charges the Mortgaged Land to and in favour of the Mortgagee as security for payment to the Mortgagee of all Indebtedness and as security for the observance and performance by the Mortgagor of all other obligations of the Mortgagor pursuant to or in respect of the Mortgage or the Standard Charge Terms. Subject to the provisions of the Mortgage, the Mortgagor releases to the Mortgagee, all the Mortgagor's claims upon the Mortgaged Land.

2. *Repayment of Principal on Demand.* The Mortgagor shall pay all Indebtedness to the Mortgagee on demand by the Mortgagee for payment.

3. *Restriction on Voluntary Prepayments.* The Mortgagor shall not be entitled to prepay voluntarily any principal amount (including any principal amount owing with respect to a revolving line of credit or a demand loan) except to the extent agreed to by the Mortgagee in writing.

4. *Calculation and Payment of Interest.* The Mortgagor shall pay to the Mortgagee when due interest payable by the Mortgagor on each part of the Indebtedness (including interest on overdue interest) at the Applicable Rate which applies to such part of the Indebtedness. Interest shall accrue on each part of the Indebtedness from the date such part is incurred to the date such part is paid to the Mortgagee in full. Interest shall, both before and after Default, be calculated and payable monthly not in advance on the first day of each month unless otherwise agreed by the Mortgagor and the Mortgagee in writing. Whenever there is more than one Applicable Rate, the Applicable Rate referred to in sections D, E, G, J and K shall, unless otherwise agreed by the Mortgagee in writing, be the higher or highest of such Applicable Rates.

5. *Continuing Security.* The Mortgage shall be continuing security in favour of the Mortgagee for the payment of all Indebtedness, notwithstanding at any time and from time to time there is:

- (a) any change in the nature, state or form of any account between the Mortgagor and the Mortgagee;
- (b) any new advance by the Mortgagee to the Mortgagor, whether by way of loan, discount, the drawing of a cheque against an account of the Mortgagor or otherwise;
- (c) any discount or acceptance by the Mortgagee from or for the Mortgagor of any note, bill of exchange or other negotiable instrument or commercial paper;
- (d) any credit of any amount to any account of the Mortgagor by reason of deposit of moneys or otherwise; or
- (e) any renewal, replacement, substitution or alteration of any note, bill of exchange or other negotiable instrument or other commercial paper from time to time held by the Mortgagee or any reduction, satisfaction, payment, release or discharge thereof or of any other security therefor.

Nothing herein shall prejudice any of the Mortgagee's rights pursuant to or in respect of any note, bill of exchange, other agreement or other security now or hereafter held by the Mortgagee.

6. *Divided Parts of Mortgaged Land.* Every part of the Mortgaged Land into which the Mortgaged Land may hereafter be divided by a plan of subdivision or otherwise shall continue to be charged with payment of all Indebtedness but the Mortgagee may discharge any part or parts of the Mortgaged Land with or without sufficient consideration and without releasing the Mortgagor from the Mortgage and no person shall have any right to require the Indebtedness to be apportioned between or among such parts.

7. *Application of Amounts Paid.* Any and all amounts received by the Mortgagee with respect to Indebtedness before a Default shall, unless otherwise specified by the Mortgagee in writing, be applied firstly to reduce compound interest, secondly to reduce interest (other than compound interest), thirdly to reduce principal and fourthly to reduce any other Indebtedness. Any and all amounts received by the Mortgagee after a Default (including any and all amounts received from any security held by the Mortgagee) shall be applied by the Mortgagee in the manner determined by the Mortgagee in its sole discretion.

8. *Discharge of Mortgage.* If the Mortgagor shall duly pay to the Mortgagee all Indebtedness and the Mortgagee is not then obligated to extend any credit to the Mortgagor, the Mortgagor may request from the Mortgagee a discharge of the Mortgage and, upon delivery by the Mortgagee to the Mortgagor of a discharge of the Mortgage, the Mortgage shall terminate and cease to operate; provided that the Mortgage shall not terminate or cease to operate while any Indebtedness remains unpaid or while the Mortgagee is obligated to extend any credit to the Mortgagor only because, at any prior time or times, all Indebtedness had been paid in full. The Mortgagee shall not be obligated to deliver any partial discharge of the Mortgage.

9. *Consolidation of Mortgages.* To the extent permitted by law, the doctrine of consolidation shall apply with respect to *inter alia* the Mortgage.

D. COVENANTS, REPRESENTATIONS AND WARRANTIES OF MORTGAGOR

1. *Payment of Principal and Interest.* The Mortgagor shall pay to the Mortgagee when due all Indebtedness without deduction or set-off of any kind. The Mortgagor expressly agrees not to fail to pay any Indebtedness when due and not to reduce the amount of any due payment of any Indebtedness as a result, or in respect of any existing or future claim by the Mortgagor against the Mortgagee or against any other person whether such claim relates to any or all Indebtedness, the Mortgage, any other agreement between the Mortgagor and the Mortgagee, any other transaction or any other agreement or matter whatsoever.

2. *Observance and Performance of Other Obligations.* The Mortgagor shall duly and punctually observe and perform all the Mortgagor's existing and future obligations pursuant to the Mortgage and all the Mortgagor's existing and future obligations pursuant to any and all other existing and future agreements delivered by the Mortgagor to the Mortgagee or between the Mortgagor and the Mortgagee.

3. *Payment of Taxes.* The Mortgagor shall promptly pay all Taxes as they become due and, within one month after the date fixed for the payment of the last installment of Taxes in each year, shall deliver to the Mortgagee a receipted tax bill showing payment in full of all such Taxes payable during such year. If the Mortgagor fails to pay any Taxes as they become due, the Mortgagee may, at its option, pay the whole or any part of such Taxes. The amounts so paid by the Mortgagee shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

4. *Good Title and Free From Encumbrances.* The Mortgagor represents and warrants to the Mortgagee that the Mortgagor is the legal and beneficial owner of, and has good, absolute and indefeasible title and estate in fee simple to the Mortgaged Land (or the leasehold interest therein if section E applies), free of any Other Encumbrances except any Permitted Prior Mortgage, statutory liens that secure payment of amounts not in arrears, public utilities easements or minor easements or restrictive covenants that do not impair the value, marketability or use of the Mortgaged Land or other encumbrances consented to by the Mortgagee in writing, and free of any reservations, limitations, provisos or conditions whatsoever except those contained in the original grant thereof, if any, from the Crown; the Mortgagor has good right, full power and lawful and absolute authority to mortgage and charge the Mortgaged Land (or, if section E

applies, its leasehold interest therein) to the Mortgagee in accordance with the provisions of the Mortgage.

5. *Insurance.* The Mortgagor shall maintain, in form, substance and amount and with insurers satisfactory to the Mortgagee, all insurance required by the Mortgagee from time to time with respect to the Mortgaged Land (including boiler, property, public liability, rental, environmental and business interruption insurance and insurance covering all crops grown on the Mortgaged Land insuring such crops against damage by hail and against perils covered by all-risk crop insurance). The Mortgagor shall deliver to the Mortgagee, from time to time at the Mortgagee's request, certificates of insurance and certified copies of such insurance policies showing all loss payable to the Mortgagee as first mortgagee (subject to the interests of the holder of any Permitted Prior Mortgage) and loss payee and containing a mortgage clause satisfactory to the Mortgagee. As additional and separate security for payment of all Indebtedness, the Mortgagor hereby assigns to the Mortgagee all the Mortgagor's present and future interests in and to all such present and future insurance policies and all proceeds therefrom. The Mortgagor shall not repair any damage using proceeds of any insurance without the Mortgagee's prior written consent and the Mortgagee may, at its discretion, apply any and all insurance proceeds to reduce Indebtedness. If the Mortgagor fails to maintain insurance required by the Mortgagee, the Mortgagee may arrange insurance with respect to the Mortgaged Land, the Mortgagor shall pay to the Mortgagee, on demand by the Mortgagee, all amounts paid by the Mortgagee to effect such insurance and the Mortgagor shall pay interest thereon at the Applicable Rate; and all such amounts owing by the Mortgagor shall be part of the Indebtedness and secured by the Mortgage. The Mortgagor shall, forthwith on the occurrence of any loss or damage, furnish at the Mortgagor's own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies. Any insurance monies received may, at the option of the Mortgagee, to the extent permitted by law, be applied to rebuild or repair the premises on the Mortgaged Land or be paid to the Mortgagor or any other person appearing by the registered title to be or to have been the owner of the Mortgaged Land, or be applied to pay Indebtedness whether or not then due, despite any law, equity or statute to the contrary. The Mortgagor, to the extent permitted by law, hereby waives any statutory or other right it may have to require any insurance proceeds to be applied in any particular manner.

6. *Payment of Other Encumbrances.* The Mortgagor shall promptly pay when due all amounts now or hereafter owing pursuant to or with respect to any Other Encumbrances and shall deliver to the Mortgagee, at the Mortgagee's request, evidence showing payment in full of all such amounts. If the Mortgagor fails to pay any Other Encumbrances when due, the Mortgagee may, at its option, pay the whole or any part of any present or future Other Encumbrances. The amounts so paid shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage. In the event the Mortgagee pays any Other Encumbrance, it shall be entitled to all the equities, rights and securities of the person or persons so paid and to obtain an assignment of such Other Encumbrance so paid and of any right to payment and is hereby authorized to retain any discharge thereof without registration for so long as it may think fit to do so.

7. *Payment of Expenses.* The Mortgagor shall pay to the Mortgagee, on demand by the Mortgagee, all costs, charges, expenses (including legal fees as between a solicitor and his or her own client), commissions and fees which may be incurred by the Mortgagee in negotiating any credit or credits secured by the Mortgage, investigating the title to the Mortgaged Land, preparing and registering the Mortgage and other documents, administering any credit or credits extended by the Mortgagee to the Mortgagor, inspecting the Mortgaged Land, collecting any Indebtedness, taking any proceeding in connection with or to collect any Indebtedness, taking and maintaining possession of the Mortgaged Land, maintaining and repairing the Mortgaged Land, and taking any other enforcement proceedings. The Mortgagor shall deliver to the Mortgagee, at the Mortgagee's request, evidence showing payment in full of all such amounts. If the Mortgagor fails to pay any such amounts as they become due, the Mortgagee may, at its option, pay any such amounts and the amounts so paid by the Mortgagee shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

8. *Compliance with Laws.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage, the Mortgagor has complied with, and the Mortgagor agrees that it shall comply with all laws, by-laws and regulations affecting the Mortgaged Land and all orders

and decisions of any governmental authority, governmental agency or court having jurisdiction affecting the Mortgaged Land (including all such laws, by-laws, regulations, orders and decisions relating to the environment or to residential or other property, including those relating to the amount of rent charged by the Mortgagor with respect to any part of the Mortgaged Land). The Mortgagor shall, at the Mortgagor's expense, promptly and in good and workmanlike manner make all improvements, alterations, clean-ups and repairs and effect any change in use that may be required from time to time to so comply.

9. *Maintain in Good Repair and Avoid Waste.* The Mortgagor represents and warrants to the Mortgagee that, as at the date of the Mortgage, all buildings, erections, equipment, machinery and improvements on the Mortgaged Land are in good condition and repair and that all noxious weeds have been eradicated from the Mortgaged Land. The Mortgagor shall maintain all buildings, erections, equipment, machinery and improvements on the Mortgaged Land in good condition and repair to the satisfaction of the Mortgagee, shall eradicate all noxious weeds from the Mortgaged Land and shall not permit waste to be committed or suffered on the Mortgaged Land or any part thereof. The Mortgagee or its agent shall be entitled, from time to time, to enter on the Mortgaged Land to inspect the Mortgaged Land and to undertake any tests (including intrusive environmental tests) required by the Mortgagee. If the Mortgagor neglects to keep the Mortgaged Land or any buildings, erections, equipment, machinery or improvements on the Mortgaged Land in good condition and repair, fails to eradicate noxious weeds from the Mortgaged Land or commits or permits any act of waste on the Mortgaged Land (as to which the Mortgagee shall be the sole judge), or fails to comply with section D.8., the Mortgagee or its agent may enter upon the Mortgaged Land and make such repairs and undertake such work and take such action as the Mortgagee deems necessary. All costs of such inspection, testing, repairs, work and action shall be payable forthwith by the Mortgagor to the Mortgagee with interest thereon at the Applicable Rate, shall be a part of the Indebtedness and shall be secured by the Mortgage.

10. *Environmental Representation and Indemnity.* The Mortgagor represents and warrants to the Mortgagee that there has not occurred, after the date the Mortgagor acquired an interest in the Mortgaged Land, any spill, leak, contamination or other material environmental problem affecting the Mortgaged Land or any part thereof (other than any such spill, leak, contamination or other environmental problem which has been remedied). The Mortgagor shall indemnify and save harmless the Mortgagee and any Receiver of the Mortgaged Land from any and all expenses and damages incurred or suffered by the Mortgagee or such Receiver as a result, or in respect of any spill, leak, contamination or other environmental problem affecting the Mortgaged Land or any part thereof. This indemnity shall survive the payment of all Indebtedness and the satisfaction, discharge or enforcement of the Mortgage or any other security.

11. *No Alterations or Change in Use.* The Mortgagor shall not, without the prior written consent of the Mortgagee, make, or permit to be made, any alterations or additions to the Mortgaged Land or any building thereon or change the Mortgagor's use of the Mortgaged Land or any building thereon and the Mortgagor shall not allow the Mortgaged Land to be unoccupied or unused.

12. *No Unapproved Charge or Encumbrance by Mortgagor.* The Mortgagor shall not, without the Mortgagee's prior written consent, mortgage, charge, lien or encumber the Mortgaged Land or any part thereof or any interest therein or permit any Other Encumbrance to remain thereon except for any Permitted Prior Mortgage, statutory liens that secure payment of amounts not in arrears and public utility easements or minor easements or restrictive covenants that do not impair the value, marketability or use of the Mortgaged Land.

13. *Change in Ownership or Spousal Status.* Upon any change or event affecting any of the following, namely:

- (a) the spousal status of the Mortgagor, if the Mortgagor is an individual;
- (b) the qualification of the Mortgaged Land as a matrimonial home; or
- (c) the ownership of the Mortgaged Land,

the Mortgagor shall forthwith advise the Mortgagee accordingly in writing and furnish the Mortgagee with full particulars thereof, the intention being that the Mortgagee shall be kept fully

action deemed appropriate by the Mortgagee or such Receiver after the occurrence of a Default.

16. *Further Assurances.* The Mortgagor shall (and shall cause each person having or claiming to have an estate, right, title or interest in or to the Mortgaged Land to) at any time and from time to time, at the Mortgagee's request, do, execute and deliver or cause to be made, executed and delivered to the Mortgagee such further and other reasonable acts, deeds, conveyances, charges and assurances as may be required by the Mortgagee to fully and effectually carry out the intention and meaning of the Mortgage and the provisions included in the Mortgage and the reasonable cost of such further assurances shall be part of the Indebtedness and secured by the Mortgage.

17. *Business Purposes Only.* The Mortgagor shall use only for business purposes any amounts loaned by the Mortgagee to the Mortgagor and secured by the Mortgage.

18. *No Registration of Condominiums or Strata Title Developments.* The Mortgagor shall not, without the Mortgagee's prior written consent, register any condominium or strata title development with respect to all or part of the Mortgaged Land or any declaration or description with respect thereto and the Mortgagee shall not have any obligation to provide such consent.

19. *Delivery of Information.* The Mortgagor shall deliver to the Mortgagee, promptly at the Mortgagee's request, all financial statements and other information as the Mortgagee may request from time to time with respect to the Mortgagor, a Guarantor or the Mortgaged Land.

20. *No Litigation or Other Proceedings.* The Mortgagor represents and warrants that, as at the date of the Mortgage, there is no application, litigation, proceeding or investigation outstanding or, to the Mortgagor's knowledge, pending or threatened, against the Mortgagor or any Guarantor or with respect to the Mortgaged Land or any part thereof including any application, litigation, proceeding or investigation in respect of residential or other property by-laws or regulations. The Mortgagor shall notify the Mortgagee in writing of any such application, litigation, proceeding or investigation commenced after the date of the Mortgage, promptly after such commencement.

21. *Mortgagor a Canadian Resident.* The Mortgagor represents and warrants that, as at the date of the Mortgage, it is not a non-resident of Canada for purposes of the Income Tax Act and agrees that the Mortgagor shall not, without the Mortgagee's prior written consent, become a non-resident of Canada.

22. *Good Management of Mortgaged Land.* The Mortgagor shall at all times cause the Mortgaged Land to be managed in a commercially reasonable manner by the Mortgagor or by a property manager satisfactory to the Mortgagee, acting reasonably.

23. *Abutting Real Property.* The Mortgagor shall not, without the Mortgagee's prior written consent, acquire any real property which abuts the Mortgaged Land. If the Mortgagee gives such consent, the Mortgagor shall, at the Mortgagee's request, deliver to the Mortgagee a mortgage or charge of such abutting real property and of the Mortgaged Land in form and substance satisfactory to the Mortgagee.

E. MORTGAGE OF LEASEHOLD INTEREST

If the Mortgagor is not the owner of the Mortgaged Land in fee simple but is the owner of a leasehold interest in the Mortgaged Land as tenant, or as an assignee or successor of a tenant, pursuant to a Lease, the following provisions shall apply:

Mortgage and any consent thereto required of the applicable landlord has been obtained.

2. *Covenants Relating to Lease.* The Mortgagor agrees with the Mortgagee as follows:
- (a) The Mortgagor shall at all times fully perform and comply with all the obligations of the Mortgagor under or with respect to the Lease, or imposed on, assumed by or agreed to by the Mortgagor pursuant to any Other Encumbrances and, if the Mortgagor fails to do so, the Mortgagee may (but shall not be obliged to) take any action the Mortgagee deems necessary or desirable to prevent or to cure any default by the Mortgagor in the performance of or compliance with any such obligations. The Mortgagor shall promptly provide to the Mortgagee a copy of any notice the Mortgagor receives from the landlord, any prior mortgagee or encumbrancer, any claimant of any of the Other Encumbrances or any other person under or relating to the Lease of the Mortgaged Land. Upon receipt by the Mortgagee from the Mortgagor, the landlord, any prior mortgagee or encumbrancer, any claimant of any of the Other Encumbrances or any other person of any notice, including a notice of default, the Mortgagee may rely thereon and take any action with respect to such notice as may be required in the Mortgagee's sole discretion, including to cure a default even though the existence of such default or the nature thereof may be questioned or denied by or on behalf of the Mortgagor and the Mortgagee shall have the absolute and immediate right to enter in and upon the Mortgaged Land or any part thereof to such extent and as often as the Mortgagee, in its sole discretion deems necessary or desirable, in order to prevent or to cure any such default. The Mortgagee may pay and expend such amounts as the Mortgagee in its sole discretion deems necessary for any such purpose, and the amounts so paid shall be payable by the Mortgagor to the Mortgagee on demand by the Mortgagee with interest thereon at the Applicable Rate, and shall be a part of the Indebtedness and be secured by the Mortgage.
 - (b) If the Mortgage is outstanding at the expiration of the term of the Lease and the Mortgagor refuses or neglects to exercise the Mortgagor's right, if any, to renew or extend the term of the Lease or refuses to pay any fees, costs, charges or expenses payable upon any such renewal or extension, the Mortgagee may effect such renewal or extension in the name of the Mortgagor or otherwise, and every such renewed or extended Lease shall remain and be mortgaged and charged pursuant to the Mortgage in accordance with the Mortgage.
 - (c) From and after the execution and delivery of the Mortgage, the Mortgagor shall stand possessed of the Mortgaged Land for the remainder of the Lease in trust for the Mortgagee, and shall exercise any right to renew or extend the term of the Lease or to assign the Lease as the Mortgagee may direct, but subject to the Mortgagor's right of redemption under the Mortgage. The Mortgagor hereby irrevocably appoints the Mortgagee as the Mortgagor's attorney for and on behalf of the Mortgagor to exercise any such renewal or extension right and to assign the Lease and convey the leasehold interest in the Mortgaged Land and the reversion thereof as the Mortgagee shall at any time direct after the occurrence of a Default and, in particular, upon any sale made by the Mortgagee under any power of sale contained in the Mortgage or granted by statute to assign the Lease and convey the Mortgagor's leasehold interest in the Mortgaged Land and the reversion to a purchaser. The Mortgagee may at any time remove the Mortgagor or any other

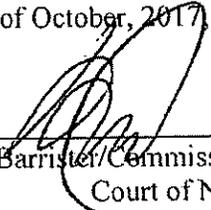
AFFIDAVIT OF STATUS

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

We, Robert A. Porter, and Wentworth Porter, of Rockville, in the County of Yarmouth, Province of Nova Scotia, make oath and say as follows:

1. I, Robert A. Porter, am the President and I, Wentworth Porter, am the Vice-President of Rockville Carriers Limited (the "Corporation") and as such have a personal knowledge of the matters herein deposed to.
2. We are duly authorized by the Corporation to execute the foregoing instrument, and we have authority to bind the Corporation;
3. The Corporation executed the foregoing instrument by its proper officers, duly authorized in that regard, on the date of this affidavit;
4. This acknowledgment is made pursuant to section 31(a) of the *Registry Act*, R.S.N.S. 1989, c. 392, or s. 79(1)(a) of the *Land Registration Act*, as the case may be, for the purpose of registering the instrument;
5. The Corporation is a resident of Canada under the *Income Tax Act* (Canada);
6. The lands described in the within Indenture are not occupied by any shareholder of the Corporation as a dwelling, nor does ownership of a share in the Corporation entitle owner(s) thereof to use the lands as a dwelling; the lands have never been so occupied while the lands have been owned by the Corporation.

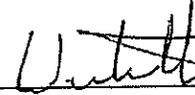
SWORN TO at Rockville, in the County of Yarmouth, Province of Nova Scotia, this 26th day of October, 2017, before me:


A Barrister/Commissioner of the Supreme Court of Nova Scotia

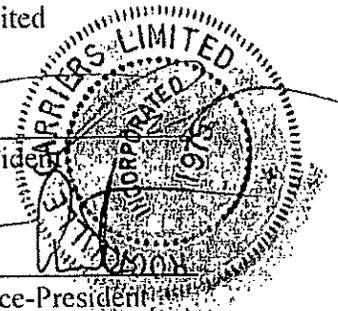
PHILIP J. STAR Q.C.
A BARRISTER OF THE SUPREME COURT OF NOVA SCOTIA

) Rockville Carriers Limited

) Per: 
) Robert A. Porter - President

) Per: 
) Wentworth Porter - Vice-President

) We have authority to bind the Corporation.



BANK OF MONTREAL

SCHEDULE A

DESCRIPTION OF MORTGAGED LAND

PID: 90177890

ALL THAT CERTAIN lot, piece or parcel of upland and marshland situate at Chebogue, in the County of Yarmouth and Province of Nova Scotia, more particularly described as follows:

Bounded on the North by the Old Webster Road, so called;

Bounded on the East by a wall, and the Town Point Road;

Bounded on the South by lands of Rockville Carriers Limited, a wall and a creek; and

Bounded on the West by a creek and a wall.

The above described lands containing by estimation 12 to 15 acres.

The above described lands being and intended to be the lands conveyed to Victor F. Baker by William Haley and Phyllis Haley by Warranty Deed dated the 13th day of October, A.D., 1965 and recorded the 25th day of October, A.D., 1965 in Book GP at Page 466, as Document 913 at the Registry of Deeds Office at Yarmouth, Nova Scotia.

And further being and intended to be the lands conveyed to Brenda C. Dunbar by Victor Farish Baker by Warranty Deed recorded on October 9th, 1981 in Book ND at Page 102, as Document 4980, at Yarmouth aforesaid and more particularly shown in a sketch prepared by Peter L. Boutilier PLS, which sketch is dated October 1st, 1965 and is attached to said Deed in Book ND at Page 104.

*** Municipal Government Act, Part IX Compliance ***

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

2026 Hfx No. _____

This is Exhibit "F" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia

THIS AMENDING AGREEMENT is made this *25th* day of *November*, 2022,

BETWEEN:

Rockville Carriers Limited

hereinafter called the "Mortgagor"

-and-

Bank of Montreal

hereinafter called the "Mortgagee"

WHEREAS by a All Indebtedness Mortgage dated October, 2017 (the "Mortgage") in the amount of \$1,230,000 and registered at the Yarmouth County Land Registration Office on November 1, 2017 as Document No.111665650, the Mortgagor, did mortgage to the Mortgagee lands identified as PID 90177890, to secure the payment of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Mortgagor to the Mortgagee as more particularly set forth in the Mortgage (the "Indebtedness");

AND WHEREAS the parties wish to amend the Mortgage to include the addition of the parcel identified as PID 90177908 described in Schedule "A" hereto under the Mortgage;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, the sum of One Dollar (\$1.00) paid by the Mortgagor to the Mortgagee (the receipt whereof is hereby acknowledged) and other good and valuable consideration, the parties covenant and agree that:

THE MORTGAGE shall be and the same is hereby amended from and including the date hereof as follows:

- (a) the lands described in Schedule "A" attached hereto are hereby charged and mortgaged under the Mortgage to the Mortgagee.

NOTHING herein shall amend or affect any other term or provision of the Mortgage and the Mortgagor and the Mortgagee hereby confirm all other terms and provisions contained in the Mortgage.

THE MORTGAGOR hereby covenants with the Mortgagee to well and truly keep, observe, perform and fulfill all the covenants, provisos and agreements contained in the Mortgage, as amended hereby.

NOTHING HEREIN contained shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor, its successors and assigns, or as against any party to the Mortgage or as against any guarantor, surety or other person whomsoever for the Indebtedness secured by the Mortgage or as against any other security which the Mortgagee may now or hereafter hold as security for the payment of the Indebtedness.

AND it is further agreed and declared that this amending agreement shall extend to, be binding upon and enure to the benefit of the Mortgagee, its successors and assigns, and the Mortgagor, their heirs, executors, administrators, successors and assigns.

PROVINCE OF NOVA SCOTIA

I certify on this 25th day of ~~November~~ NOVEMBER, 2022, Rockville Carriers Limited, one of the parties mentioned in the within instrument, caused the within instrument to be executed by its proper officer in my presence and I have signed as a witness to such execution.


A Barrister of the Supreme Court of Nova Scotia

PHILIP J. STAR, K.C.
A BARRISTER OF THE
SUPREME COURT OF NOVA SCOTIA

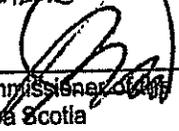
CANADA
PROVINCE OF NOVA SCOTIA

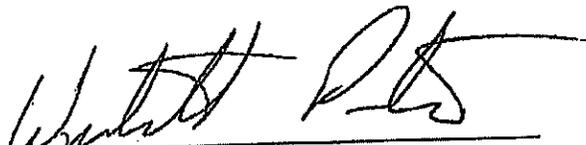
AFFIDAVIT

I, Wentworth Lee Porter, of Nova Scotia, make oath and say that:

1. I am the President and Secretary of Rockville Carriers Limited, the "Corporation" and have a personal knowledge of the matters herein deposed to and I have authority to bind the Corporation.
2. I executed the foregoing instrument for and on behalf of the Corporation.
3. I acknowledge that the Corporation executed the foregoing instrument by its proper officer(s) duly authorized in that regard on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s. 79(1)(a) of the *Land Registration Act* as the case may be, for the purpose of registering the instrument.
4. The Corporation is a resident of Canada under the *Income Tax Act* (Canada).
5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

SWORN TO at Rockville in the County of Antigonish Province of Nova Scotia, this 25th day of NOVEMBER, 2022, before me:


A Commissioner of the Supreme Court of Nova Scotia


Wentworth Lee Porter

PHILIP J. STAR, K.C.
A BARRISTER OF THE
SUPREME COURT OF NOVA SCOTIA

PHILIP J. STAR, K.C.
A BARRISTER OF THE
SUPREME COURT OF NOVA SCOTIA

AND it is hereby agreed that where the context requires, words in the singular include the plural, and words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders.

IN WITNESS WHEREOF the Mortgagor has properly executed this amending agreement as of the day and year first above written.

SIGNED AND DELIVERED
in the presence of:

Rockville Carriers Limited

Per:



Wentworth Lee Porter, President & Secretary
I have the authority to bind
the corporation.

SCHEDULE "A"

PID: 90177890

ALL THAT CERTAIN lot, piece or parcel of upland and marshland situate at Chebogue, in the County of Yarmouth and Province of Nova Scotia, more particularly described as follows:

Bounded on the North by the Old Webster Road, so called;

Bounded on the East by a wall, and the Town Point Road;

Bounded on the South by lands of Rockville Carriers Limited, a wall and a creek; and

Bounded on the West by a creek and a wall.

The above described lands containing by estimation 12 to 15 acres.

The above described lands being and intended to be the lands conveyed to Victor F. Baker by William Haley and Phyllis Haley by Warranty Deed dated the 13th day of October, A.D., 1965 and recorded the 25th day of October, A.D., 1965 in Book GP at Page 466, as Document 913 at the Registry of Deeds Office at Yarmouth, Nova Scotia.

And further being and intended to be the lands conveyed to Brenda C. Dunbar by Victor Farish Baker by Warranty Deed recorded on October 9th, 1981 in Book ND at Page 102, as Document 4980, at Yarmouth aforesaid and more particularly shown in a sketch prepared by Peter L. Boutilier PLS, which sketch is dated October 1st, 1965 and is attached to said Deed in Book ND at Page 104.

*** Municipal Government Act, Part IX Compliance ***

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

-AND-

PID: 90177908

ALL that certain piece and parcel of land situate, lying and being on the Southern side of the Highway leading to Town Point, in the County of Yarmouth, Province of Nova Scotia, and being more particularly bounded and described as follows:

BOUNDED on the Northeast by the Town Point Road, so-called;

BOUNDED on the Northwest by an old stone wall and lands now or formerly of Victor F. Baker, formerly of William Haley, which said lands were conveyed by the said William Haley to the said Victor Baker, in a deed dated the 13th day of October, 1965, and recorded at the Registry Office at Yarmouth, in Book G.P., Page 466, on the 25th day of October, 1965;

BOUNDED on the East by mean high water mark of the Chebogue River;

BOUNDED on the South by mean high water mark of the Chebogue River;

SUBJECT TO AN EASEMENT in favour of Nova Scotia Power Incorporated registered on September 23, 2020, as instrument number 117066820.

BEING a portion of the lands and premises conveyed by Tax Deed, made by the warden and clerk of the Municipality of Yarmouth to the said William Haley, which said deed was dated the 3rd day of August, 1959, and recorded at the Registry of Deeds Office for the District of Yarmouth, on the 25th day of October 1965, in Book G.L., at Page 268.

THE AFORE DESCRIBED LANDS AND PREMISES being the Eastern remaining portion of lands and premises conveyed to the said William Haley as aforesaid , and previously described in a deed between Edward W. Crosby and Clement E. Crosby, dated the 27th day of September 1946, and recorded at the Registry of Deeds Office for the District of Yarmouth on the 11th day of July 1947.

*** Municipal Government Act, Part IX Compliance ***

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

2026 Hfx No. _____

This is Exhibit "G" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia

Bank of Montreal

**Nova Scotia Personal Property
Security Act Security Agreement**

SECURITY AGREEMENT

The undersigned ROCKVILLE CARRIERS LIMITED hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for all present and future indebtedness of the Debtor to the Bank and interest thereon and for the repayment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the Personal Property Security Act (Nova Scotia) insofar as it affects personal property located in Nova Scotia.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Nova Scotia

Rockville, Yarmouth County, Nova Scotia B5A4A6

2. The Debtor hereby:

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto **{If equipment is to be listed, complete and attach the Schedule (with serial numbers for each piece of equipment)}**;

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any other proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above;



(d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom; and

(e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets validly held or subjected to a security interest or a specific mortgage, charge or assignment provided for in sub-clauses (a), (b), (c) or (d) above and to the exceptions hereinafter contained). For the purpose of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any Schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachments of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situate or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer


Initialed

as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall promptly pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

- (a) the Debtor shall default under any of the Obligations;
- (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

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- (c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;
- (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor; or
- (e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

- (a) as a whole or in various lots;
- (b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and


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(c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements on a solicitor and client basis and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.


Initialed

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Nova Scotia), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

19. The Debtor hereby:

- (a) acknowledges receipt of a copy of this Security Agreement; and
- (b) waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this Security Agreement.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 19 of March, 1999.

Rockville Carriers Limited



Schedule

Nil

R.P.
11/11/01

Rockville Carriers Limited

CORPORATE AUTHORIZING RESOLUTION

“WHEREAS it is in the interests Rockville Carriers Limited (the “Company”) to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alterations, amendments or additions to which the President or a Vice-President of the Company may agree;
2. The Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;
3. The execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his/her agreement to any amendments, alterations or additions incorporated therein; and
4. The President and the Vice-President of the Company be and they are each alone hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such other acts and things as may be necessary for fulfilling the Company’s obligations under the said security agreement.”

CERTIFICATE

I am the Secretary of __Rockville Carriers Limited and I hereby certify that:

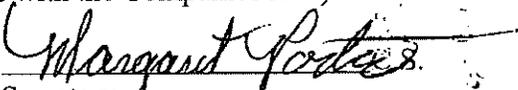
1. The foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 19 day of March, 1999
2. The attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officer of the Company under its corporate seal; and



Initialed

3. The resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company.

(**or where applicable**)– the Company is subject to the Companies Act (Nova Scotia) and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the Companies Act).


Secretary -

2026 Hfx No. _____

This is Exhibit "H" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia

November 23, 2007
(year)

1. The undersigned Rockville Carriers Limited hereby pledges to the Bank of Montreal (herein called the "Bank"), all monies heretofore and hereafter received, taken or withdrawn at any time and from time to time by the Bank from any monies of the undersigned, who hereby authorizes and instructs the Bank to all intents and purposes to receive, take and withdraw at any time and from time to time sufficient monies in order that the Bank may have and, hold and continue to have and hold as an effective pledge at all times monies of the undersigned in account(s) designated "Cash Collateral Account to secure advances to Rockville Carriers Limited" and the undersigned hereby pledges to Bank all the monies so received, taken or withdrawn at any time and from time to time and the delivery by the undersigned as pledgor and acceptance by the Bank as pledgee of any and all monies received, taken or withdrawn as aforesaid are and will be effectively established by the delivery to or receipt, taking or withdrawal by the Bank of the said monies.

2. The whole as a general and continuing collateral security for payment of all and every present and future indebtedness or liability direct or indirect, absolute or contingent, matured or not, of Rockville Carriers Limited to the Bank, and any ultimate unpaid balances thereof and interest, and the said money or any part of it may, without notice to the undersigned, as and when the Bank thinks fit, be appropriated on account of such parts of said indebtedness and liability as to the Bank seems best and such appropriations may be changed and varied from time to time.

3. And the undersigned further consents and agrees that the Bank shall not be required to surrender any of the collateral hereby pledged (all of which will remain effectively pledged), unless and until the whole indebtedness be paid and discharged.

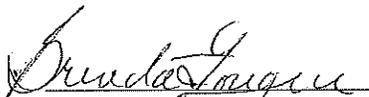
4. The undersigned waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

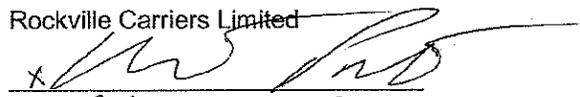
5. The undersigned acknowledges receipt of a copy of this Pledge of Fluctuating Cash Collateral.

6. The undersigned hereby waives the benefits of discussion and division.

Account No.(s) 0210-4603-453

Rockville Carriers Limited


WITNESS


ROBERT PORTER

If the borrower is the pledgor insert "the undersigned" otherwise insert name of borrower

Clause (4) applicable only in Alberta, British Columbia, Manitoba, New Brunswick, Nova Scotia, Newfoundland, Prince Edward Island and Saskatchewan.

ENABLING RESOLUTION

Upon motion duly made, seconded and unanimously adopted, it was resolved:

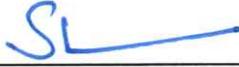
That this company sign and execute the customary Hypothecation form of Bank of Montreal for purposes of pledging Cash Collateral in support of any and all present and future loans or indebtedness of Rockville Carriers Limited to Bank of Montreal and that the regular signing officers are hereby authorized and instructed to sign and execute any and all such Hypothecation forms for and on behalf and in the name of this company.

Certified to be a true extract from the minutes of a meeting of the Directors of Rockville Carriers Limited held at Yarmouth on the 23 day of November, 2007.


Secretary

2026 Hfx No. _____

This is Exhibit "I" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia

Yarmouth, NS
Branch

02103-001
Transit

Notice of Intention

- (1) Name(s) in full, including initials
- (2) Do not use abbreviations, except where they appear in Company's registered name.

To Whom It May Concern: Rockville Carriers Limited

Name of Person (1), Firm (2) or Company
RR2 Stn Main Yarmouth Nova Scotia B5A 4A6
P.O. Address

hereby gives notice that it is their intention to give security under Sec. 427 of the Bank Act to the Bank of Montreal.

Dated at Yarmouth, this 3 day of February (year) 2011

If signed by corporation or other entity (e.g. partnership):

Rockville Carriers Limited

By: [Signature]

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

*OK LF39
2/2021*

© Registered trade-marks of Bank of Montreal

[Handwritten signature]

01260897

<p>NOTICE RECEIVED / PRÉAVIS REÇU</p> <p>FEB 07 2011</p> <p>CANADIAN SECURITIES REGISTRATION SYSTEMS</p> <p>Authorized Section 427 Bank Act Registrar for Bank of Canada</p> <p>Bureau d'enregistrement autorisé de la Banque du Canada conformément à l'article 427 de la Loi sur les banques.</p> <p>Central Processing Facility</p> <p>PROVINCE OF: <u>NS</u></p> <p>Pour / For Registrar <u>R. CONNOR</u></p>	<p><i>09:27am</i></p> <p><i>psr</i></p>
--	---

B20022840855090

Confirmation Letter / Lettre de confirmation

Canadian Securities Registration Systems/Systèmes d'Enregistrement des Garanties Canadiennes
Suite 200, 4126 Norland Avenue, Burnaby, BC V5G 3S8

Authorized Section 427 Bank Act Registrar / Bureau d'enregistrement autorisé conformément à l'article 427 de la Loi sur les banques.

Bank of Montreal
5151 George Street
Halifax, Nova Scotia
B3J 2M3

2011/02/07 10:19:18 AM PST

Ref / Objet:02724999,02725000 00093

Attn: Maureen A Hiltz

Tel/Tél: 1-902-421-3276
Fax/Télécopie: 1-902-421-3415

Acct# 1281

Dear Sir / Madam

Monsieur / Madame

Re: Bank Act Security - Section 427

Objet: Garanties données en vertu de la Loi sur les banques - article 427

We have processed your request(s) and hereby confirm the following results: (*see below).

Nous avons donné suite à votre (vos) demande(s) et nous vous faisons part des résultats suivants: (* voir ci-dessous).

Type	Registration Name	Address	Date	Expiry Date	Number	Bank Name
Type	Enregistrement au nom de	Adresse	Date	Expiry Date	Numéro	Banque
(1)	Rockville Carriers Limited	Rural Route 2 Station Main Yarmouth NS B5A4A6	2011/02/07 09:27:11 AM PST	2016/12/31	01260897	Bank of Montreal

REFERENCE

- (1) We have entered the above names(s) on our register of notices of intention to give security under the Bank Act in the province of Nova Scotia.
- (2) A search has been made of the notices of intention to give security under the Bank Act registered in the province of Nova Scotia. As at the date and time above, our records indicate the following.

Your search criteria

Rockville Carriers Limited

returns the following results:

Date
Expiry Date
Number/Numéro
Bank/Banque
Name/Nom
Address/Adresse

REFERENCE

- (1) Nous avons ajouté le(s) nom(s) ci-dessus à notre registre de préavis se rapportant aux garanties données en vertu de la Loi sur les banques dans la province de: Nouvelle-Écosse.
- (2) Nous avons examiné les préavis qui se rapportent aux garanties données en vertu de la Loi sur les banques et qui sont enregistrés pour la province de: Nouvelle-Écosse. À la date et à l'heure indiquées ci-dessus.

Votre critère de recherche

Rockville Carriers Limited

révèle les résultats suivants:

2005/03/30 01:14 PM PDT
2010/12/31
01175100
BANK OF MONTREAL
ROCKVILLE CARRIERS LIMITED
RR#2 ROCKVILLE
YARMOUTH CO.

NS
B5A4A6

Date 2008/03/12 08:57 AM PDT
Expiry Date 2013/12/31
Number/Numéro 01224459
Bank/Banque BANK OF MONTREAL
Name/Nom Rockville Carriers Limited
Address/Adresse Rural Route 2
Rockville Yarmouth Co.
NS
B5A4A6

Date 2011/02/07 09:27 AM PST
Expiry Date 2016/12/31
Number/Numéro 01260897
Bank/Banque Bank of Montreal
Name/Nom Rockville Carriers Limited
Address/Adresse Rural Route 2
Station Main
Yarmouth
NS
B5A4A6

R. Conconi

For Registrar / Pour le Régistrare

We acknowledge receipt of fees
as follows:

Nous accusons réception des droits prescrits dont les
montants s'établissent comme suit:

Type	Fee	GST/HST	Qty	Total	Receipt No.
Type	Tarif	TPS/TVH	Qté	Total	Numéro du reçu
(1)	\$11.00	\$0.00	1	\$11.00	02724999 - C-R-RN-FM
(2)	\$4.00	\$0.00	1	\$4.00	02725000 - C-R-PS-FM
				\$15.00	

GST-HST/TPS-TVH #: 86370 5620



- X1260897.TIF

To the

BANK OF MONTREAL:

In consideration of the loan(s) or advance(s) being made and/or to be made hereafter by the BANK OF MONTREAL (hereinafter called "the Bank") to the undersigned (hereinafter called "the Customer") the Customer agrees with the Bank as follows:

1. All security now or at any time hereafter held by the Bank for the payment of any debt or liability of the Customer (the said security being hereinafter called "the security"), including, without limiting the generality of the foregoing, security by way of warehouse receipt or bill of lading or under Section 427 of the Bank Act, together with all property covered by or comprised in the security (the said property being hereinafter called "the property"), and all proceeds of the security and of the property, shall be continuing collateral security for the payment of such debt or liability and also for the payment of interest thereon and of all costs, charges and expenses of or incurred by the Bank in connection therewith, including solicitor and his own client legal costs, whether in protecting, preserving, possessing, preparing for disposition, disposing of, realizing or collecting the security or the property or attempting so to do or otherwise, and interest thereon at the rate and calculated in the manner agreed upon by the Customer and the Bank, all of which the Customer agrees to pay to the Bank.

2. The Customer shall keep the property insured to its full insurable value against loss or damage by fire, and, if requested by the Bank, against loss or damage from any other cause, with insurers approved by the Bank, and shall assign to the Bank the policies evidencing such insurance or all claims thereunder and/or have the loss made payable to the Bank as the Bank may require and shall deliver the policies to the Bank, and in the event of failure so to do the Bank may but shall not be bound to effect such insurance on the property as it sees fit and the Customer will on demand repay to the Bank the amount of any premiums paid by it with interest thereon at the rate and calculated in the manner agreed upon by the Customer and the Bank.

3. If the Bank surrenders to the Customer the security or the property or any part of either of them, the Customer shall receive the same in trust for and on behalf of the Bank and from time to time shall deal therewith as the Bank may direct and, at the request of the Bank, shall give to the Bank security on the property so surrendered, or covered by the security so surrendered, to the satisfaction of the Bank.

4. Until default by the Customer in payment of all or any part of the indebtedness and liability of the Customer to the Bank, or until notice by the Bank to the Customer to cease so doing, the Customer may sell such property from time to time in the ordinary course of business and remove the same for the purpose of delivery to purchasers thereof. The proceeds of all sales by the Customer of the property or any part thereof, including, without limiting the generality of the foregoing, cash, debts arising from such sales or otherwise, evidences of title, instruments, documents and securities, which the Customer may receive or be entitled to receive in respect thereof, are hereby assigned to the Bank and shall be paid or transferred to the Bank forthwith, and until so paid or transferred shall be held by the Customer in trust for the Bank. Execution by the Customer and acceptance by the Bank of an assignment of book debts or any additional assignment of any of such proceeds shall be deemed to be in furtherance hereof and not an acknowledgement by the Bank of any right or title on the part of the Customer to such book debts or proceeds.

5. The Customer shall at all times duly and seasonably pay and discharge all claims whatsoever in any way secured by or constituting a charge upon the property or any part thereof and particularly, but without limiting the generality of the foregoing, all wages, salaries and other remuneration of all employees employed by the Customer in connection with the business or farm of the Customer in respect of which any property covered by the security is held or acquired by the Customer, and shall from time to time at the request of the Bank exhibit to the Bank evidence of such payment and discharge and obtain and deliver to the Bank such waivers or releases as the Bank may deem necessary to secure to the Bank the priority of its rights in the property.

6. The Customer shall from time to time on demand and to the satisfaction of the Bank deliver to the Bank additional security, and in the event of failure by the Customer so to do or to make due payment to the Bank of any debt or liability or part thereof or to observe any provision of this agreement, the Bank may in its discretion cease or refrain from making loans or advances to the Customer whether under any credit extended by the Bank or otherwise, and all debts and liabilities of the Customer to the Bank shall at the option of the Bank be payable forthwith and without any demand, and the Bank is hereby authorized from time to time to sell at public or private sale or otherwise realize upon the security or any part thereof and all or any of the property whenever and wherever and for such price in money or other consideration and in such manner and upon such terms and conditions as the Bank deems best, the whole without advertisement or notice to the Customer or others and to deal with the proceeds as in this agreement provided or as otherwise agreed, without prejudice to its claim for any deficiency and free from any right of redemption on the part of the Customer which is hereby waived and released, the Customer expressly waiving all and every formality prescribed by custom or by law in relation to any such sale or other realization.

7. The Bank may from time to time, enter upon or into and occupy and use, enjoy and exercise free of charge and to the exclusion of all others, including the Customer, any and all premises and property (real and personal, immovable and movable) and rights, powers and privileges of or used, enjoyed or exercised by the Customer in connection with the property or any part thereof or in or upon which the same may be (not being the premises of a warehouseman or carrier) until the property shall be fully realized upon, and may from time to time appoint a receiver, receiver-manager or agent to act for the Customer, for whose acts the Customer alone shall be responsible, and the Customer shall have no power to revoke such appointment or determine such agency. Such receiver, receiver-manager or agent shall have and may exercise all the powers, rights and discretions granted to the Bank by this agreement and the Bank and any such receiver, receiver-manager or agent shall have the right from time to time in the name of the Customer to exercise any and all of the Customer's rights, powers and privileges of every kind and to do all acts and things which the Customer could do if acting, for the purpose of completing, selling, shipping or otherwise dealing with the property in such manner as the Bank may deem best for the purpose of realizing upon the security.

8. Any promissory note or bill of exchange received by the Bank together with any securities or documents attached thereto or received therewith shall be subject to the terms of this agreement and the Bank and holders for the time being of any such bill or note may at any time before or after its maturity and whether or not it has been dishonoured accept payment and deliver the securities or documents or accept partial payment from time to time and thereupon release part of the securities or of the property covered by the documents or any of them.

9. The Bank may from time to time apply

- (a) all payments which it receives,
- (b) the proceeds of sales by the Customer of the property or any part thereof, and
- (c) the proceeds of realization of any part of the security or of the property which are applicable generally to the debts and liabilities of the Customer to the Bank,

against, or as the Bank deems best, hold the same with all the powers, rights and discretions conferred on it by this agreement or otherwise, as continuing collateral security for the fulfilment of any or all obligations, present or future, direct or indirect, absolute or contingent, matured or not, of the Customer to the Bank whether arising from agreement or dealings between the Bank and the Customer or from any agreement or dealings with any third person by which the Bank may be or become in any manner whatsoever a creditor of the Customer or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety, and any such application by the Bank may, in whole or in part, be changed by the Bank from time to time as it deems best.

The proceeds of realization of any part of the security or of the property which are applicable only to part of the debts and liabilities of the Customer to the Bank shall first be applied to such part of the debts and liabilities, and any surplus remaining after payment of such part may from time to time be held or applied by the Bank for the purposes set out in and in accordance with the preceding paragraph of this Clause 9.

10. The Bank may release, compromise, settle and adjust any claim, dispute or difference which may arise in respect of the security or of the property or the proceeds of either of them and may grant extensions of time and indulgences. The Bank may use any Clearing Houses established by The Canadian Bankers' Association and in all dealings with the Customer's accounts and with instruments may act pursuant to the rules and regulations under which such Clearing Houses are operated.

11. The Customer shall from time to time execute, draw, endorse and deliver all such instruments and documents and do all such acts and things as the Bank may deem necessary or desirable for the purpose of perfecting the title of the Bank to the security of the property or the proceeds of either of them or of carrying into effect any or all of the provisions of this agreement or of securing the fulfilment of such obligations as aforesaid of the Customer to the Bank. The Customer hereby appoints the Bank and its Vice-Presidents, Inspectors, Managers and persons for the time being acting as managers of branches of the Bank where an account of the Customer may be kept and any person or persons from time to time named by the Bank for the purposes hereinafter mentioned, and any one of them acting alone, the Attorneys and Attorney of the Customer with full power of substitution from time to time for and in the name of the Customer to do whatsoever the said Attorneys or Attorney may deem expedient for the purpose of carrying into effect any or all of the provisions of this agreement, and this appointment being made in consideration of a loan or loans, advance or advances, by the Bank to the Customer shall be irrevocable and shall be of full force and effect whenever and so often as any loan or advance by the Bank to the Customer is unpaid or any such obligation as aforesaid to the Bank is unfulfilled and notwithstanding any occurrence or event which would otherwise terminate such agency. Every power, right and discretion vested by law in the Bank or conferred upon it by this agreement may be exercised on its behalf by the said officers or acting officers of the Bank or any person from time to time named by the Bank for such purpose, and any one of them acting alone.

12. The Bank shall not be responsible for any failure to exercise or enforce or for any delay in the exercise or enforcement of any powers, rights or discretions of the Bank, including the failure to take steps to preserve rights against other persons nor for any act, default or misconduct of any agent, officer, employee or servant of the Bank and the Bank shall be accountable only for such moneys as it shall actually receive. The Bank shall not be responsible for any loss or damage to the property while in the possession of the Bank, a receiver or a sheriff, whether due to the negligence or other default of any of them or otherwise, and specifically the Bank shall not be obligated to preserve, repair, process, or prepare for disposition any of the property.

13. Any notice to or demand upon the Customer shall be sufficiently given if despatched by post addressed to the Customer at the address of the Customer as shown by the books kept in relation to the account of the Customer at the branch of the Bank from which notice or demand is despatched and shall be deemed to have been received by the Customer at the time when in the ordinary course of post it would be expected to reach the said address.

14. The benefit of all rules of law or equity and compliance with any statutory provisions now or hereafter in force inconsistent with any of the provisions of this agreement are hereby waived by the Customer.

15. The provisions hereof shall be in addition to all other remedies of the Bank existing in law and to all rights under agreements heretofore given and no sale or delivery by the customer of the property or any part thereof shall prejudice or affect the rights however arising of the Bank in or with respect to property so sold or delivered, and this shall be a continuing agreement and all its provisions shall extend to all loans and advances to the Customer by the Bank and all obligations of the Customer to the Bank at any time outstanding and to the security and the property as they may exist from time to time and all proceeds thereof; and every loan and advance heretofore, now or hereafter made shall be deemed to have been made upon the agreements herein contained.

16. This agreement shall be binding upon and enure to the benefit of the Customer and the Bank and the heirs, executors and administrators or successors and assigns, as the case may be, of each of them.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Dated at Yarmouth, this 8 day of February, 2011.

Rockville Carriers Limited

By: 

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

© Registered trade-marks of Bank of Montreal

To the
Bank of Montreal
Yarmouth, NS

The Bank is hereby requested by the undersigned to grant and continue certain credit facilities (whether by loans, the acceptance of our bills of exchange, or otherwise) and to make loans or advances to the undersigned thereunder on the security of all property of the kind(s) hereinafter described of which the undersigned is now or may thereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit

All products of the sea and without limiting the generality of the foregoing to include live lobsters, fresh, pickled and frozen bait of mackeral , herring or gaspereau, also fishing equipment whatsoever of the company in whatever manner obtained and all supplies used in the company's operations

and/or on the security of warehouse receipts and/or bills of lading covering such property.

And the undersigned promise(s) and agree(s) to give the Bank security for all loans and advances by the Bank to the undersigned pursuant to this application for credit and promise to give security and any application(s) for credit and promise(s) to give security supplemental hereto, by way of assignment under Section 427 of the Bank Act covering all the property aforesaid which is now or may hereafter be in the place or places hereinafter designated, to wit

In and about our place of business at or near town point wharf, Yarmouth Co, Nova Scotia and at any other place or places in Canada in which any of the said property may be located and in transit thereto and therefrom.

or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

The undersigned promise(s) and agree(s) to give the Bank from time to time and as often as requested by the Bank warehouse receipts and/or bills of lading covering all the property aforesaid or any part thereof which is now or may hereafter be covered by warehouse receipts or bills of lading, as security for all the said loans and advances.

And the undersigned will pay the Bank all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the sums of money due to the Bank from the undersigned or in attempting so to do.

The undersigned hereby appoint(s) the person for the time being acting as manager of the above-mentioned branch of the Bank the attorney of the undersigned, on behalf of the undersigned to give from time to time to the Bank any and all security mentioned above and to sign or endorse and deliver any and all instruments and documents in connection therewith.

The Bank may from time to time take from the undersigned notes representing the said loans and advances or any part thereof; and any notes so taken shall not extinguish or pay the indebtedness created by such loans and advances but shall represent the same only.

No security acquired by the Bank shall be merged in any subsequent security or be taken to be substituted for any security previously acquired.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED at Yarmouth the 8 day of February, 2011.

Rockville Carriers Limited

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: [Signature]
Title: _____

® Registered trade-marks of Bank of Montreal

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned hereby assigns to the BANK OF MONTREAL (hereinafter called "the Bank") as continuing security for the payment of all loans and advances made or that may be made by the Bank to the undersigned from the 18 day of February, 2011 pursuant to the application for credit and promise to give security made by the undersigned to the Bank and dated the 18 day of February, 2011, and any application(s) for credit and promise(s) to give security supplemental thereto made or that may be made by the undersigned to the Bank or renewals of such loans and advances or substitutions therefor and interest on such loans and advances and on any such renewals and substitutions, all property of the kind(s) hereinafter described of which the undersigned is now or may hereafter become the owner or in respect of which the undersigned does now have or hereafter may acquire rights, to wit, - (describe the property assigned)

All products of the sea and without limiting the generality of the foregoing to include live lobsters, fresh, pickled and frozen bait of mackerel, herring or gaspereau, also fishing equipment whatsoever of the company in whatever manner obtained and all supplies used in the company's operations

and that is now or may hereafter be in the place or places hereinafter, designated, to wit, - (designate the place or places)

In and about our place of business at or near town point wharf, Yarmouth Co, Nova Scotia and at any other place or places in Canada in which any of the said property may be located and in transit thereto and therefrom.

or in transit thereto or therefrom or in any other place or places in Canada in which any of the said property may be located.

This security is given under the provisions of section 427 of the Bank Act.

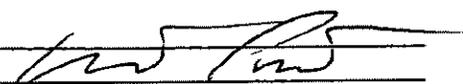
The property now owned by the undersigned or in respect of which the undersigned now has or may hereafter acquire rights and hereby assigned is free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank, and the undersigned warrants that the property that may hereafter be acquired by the undersigned and is hereby assigned shall be free from any mortgage, lien or charge thereon, other than previous assignments, if any, to the Bank.

It is the express wish of the Parties that this agreement and any related documents be drawn up and executed in English. *Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.*

DATED at Yarmouth the 8 day of February, 2011.

Rockville Carriers Limited

By: _____
Name: _____
Title: _____

By: 
Name: _____
Title: _____

2026 Hfx No. _____

This is Exhibit "J" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
Barrister of the Supreme
Court of Nova Scotia

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with ROCKVILLE CARRIERS LIMITED (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of one million Dollars \$1,000,000.00 plus interest thereon at a rate of three per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Nova Scotia and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

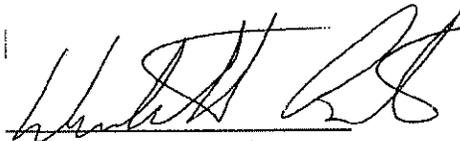
THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

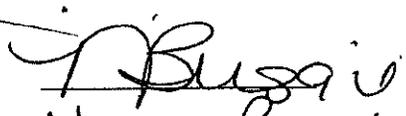
IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

This clause
applies to
the Province
of Québec
only

Dated this: 6th day of FEBRUARY, 2017


Name: WENTWORTH PORTER

Witness 
Name Nancy Buspi

® Registered trade-marks of Bank of Montreal

COPY

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with ROCKVILLE CARRIERS LIMITED (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of FIVE HUNDRED THOUSAND Dollars \$500,000.00 plus interest thereon at a rate of ONE POINT FIVE per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of
Canadian
Province in
which
Customer's
account with
the Bank is
kept at the time
Guarantee is
given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Nova Scotia and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

IN THIS GUARANTEE, unless the context otherwise requires, references to the undersigned shall be interpreted as referring to each of the undersigned if there is more than one undersigned.

This clause
applies to
the Province
of Québec
only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

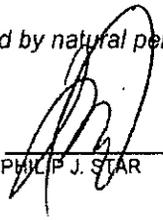
Dated this 20th day of OCTOBER, 2017

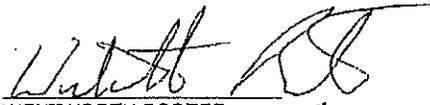
If signed by corporation or other entity (e.g. partnership):

(Name of Entity)

By: _____
Name: _____
Title: _____

If signed by natural person (e.g. sole proprietor):

Witness:  _____
PHILIP J. STAR

Name  _____
WENTWORTH PORTER

Name  _____
ROBERT A PORTER

® Registered trade-marks of Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with ROCKVILLE CARRIERS LIMITED (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of nine hundred sixty thousand Dollars \$960,000.00 plus interest thereon at a rate of three per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

IT IS AGREED that no change in the name, objects, capital stock, ownership, control or constitution of the Customer shall in any way affect the liability of the undersigned with respect to transactions occurring either before or after any such change. If the Customer amalgamates with one or more other corporations this Guarantee shall continue and apply to all debts and liabilities owing to the Bank by the corporation continuing from the amalgamation. The Bank shall not be required to inquire into or confirm the powers of the Customer or any of its directors or other agents acting or purporting to act on its behalf, and all amounts, liabilities, advances, renewals and credits in fact incurred, borrowed or obtained from the Bank shall be deemed to form part of the debts and liabilities hereby guaranteed, notwithstanding whether incurring such debts or liabilities exceeded the powers of the Customer or of its directors or agents, or was in any way irregular, defective or improper.

IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

IT IS FURTHER AGREED that the Bank, without the consent of the undersigned and without exonerating in whole or in part the undersigned, may grant time, renewals, extensions, indulgences, releases and discharges to, may abstain from taking, perfecting or realizing upon security from, may release security to, may accept compositions from, and may otherwise change the terms of any of the debts and liabilities hereby guaranteed and otherwise deal with, the Customer and all other persons (including any other undersigned and any other guarantor) and security, as the Bank may see fit. No loss or diminution of any security received by the Bank from the Customer or others, whether the loss or diminution is due to the fault of the Bank or otherwise, shall in any way limit or lessen the liability of the undersigned under this Guarantee. All dividends, compositions, and amounts received by the Bank from the Customer or from any other person or estate capable of being applied by the Bank in reduction of the debts and liabilities hereby guaranteed, shall be regarded for all purposes as payments in gross, and the Bank shall be entitled to prove against the estate of the Customer upon any insolvency or winding-up in respect of the whole of said debts and liabilities, and the undersigned shall have no right to be subrogated to the Bank in respect of any such proof until the Bank has received from such estate payment in full of its claim with interest.

AND IT IS FURTHER AGREED that this shall be a continuing guarantee, and shall guarantee any ultimate balance owing to the Bank, including all costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of amounts due to the Bank from the Customer either alone or in conjunction with any other person or otherwise howsoever, or attempting to do so. The Bank shall not be obliged to seek recourse against the Customer or any other person or realize upon any security it may hold before being entitled to payment from the undersigned of all debts and liabilities hereby guaranteed. The undersigned hereby renounces the benefits of discussion and division. The undersigned renounces claiming or setting up against the Bank any right which such undersigned may have to be subrogated in any of the rights, hypothecs, privileges and other security held from time to time by the Bank. The undersigned may terminate the further liability of such terminating party under this continuing Guarantee by providing ninety days' prior written notice to be given to the Bank. The liability of such terminating party shall continue under this Guarantee during such 90-day period, notwithstanding the death or insanity of such terminating party. After the expiry of such 90-day period, the terminating party shall be released from this Guarantee with respect to debts and liabilities arising after the expiry of such 90-day period but shall remain liable under this Guarantee in respect of all debts and liabilities owing to the Bank prior to the expiry of such 90-day period and also in respect of any contingent or future liabilities incurred to or by the Bank on or before such date which mature thereafter. Termination by the undersigned or the executors, liquidators, administrators or legal representatives of such undersigned shall not terminate the liability hereunder of any other undersigned. If after such termination any payment from the Customer must be returned to the Customer, or any successor or representative of the Customer, for any reason (including the designation of such payment as a mistake or as a preference following the bankruptcy of the Customer), then this

Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Nova Scotia and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank. Any request by the undersigned to the Bank for useful information respecting the content and the terms and conditions of the debts and liabilities of the Customers hereby guaranteed or the progress made in their performance, shall be made in writing by such undersigned to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

THE UNDERSIGNED represents and warrants that (i) it fully understands the provisions of this Guarantee and its obligations hereunder; (ii) it has been afforded the opportunity to engage independent legal counsel, at its own expense, to explain the provisions of this Guarantee and its obligations hereunder; and (iii) it has either engaged legal counsel in connection with its execution of this Guarantee or has decided, at its sole discretion, not to do so.

THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

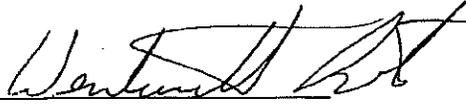
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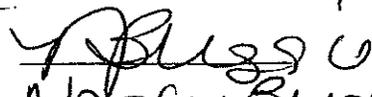
It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Dated this 24 day of May, 2018.



Name: Wentworth Porter

Witness



Name

Nancy Busgno

® Registered trade-marks of Bank of Montreal

Guarantee for Indebtedness of an Incorporated Company

To BANK OF MONTREAL:

IN CONSIDERATION of Bank of Montreal (the "Bank") dealing with ROCKVILLE CARRIERS LIMITED (the "Customer"), the undersigned hereby jointly and severally (solidarily in the Province of Québec) guarantees payment to the Bank of all present and future debts and liabilities in any currency, direct, indirect, contingent or otherwise, matured or not, including interest thereon, now or at any time, due or owing to the Bank from or by the Customer or by any successor of the Customer, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, wherever incurred and whether incurred by the Customer as principal or surety, alone or jointly with any other person, or otherwise howsoever. The liability of the undersigned (or each undersigned, if more than one), under this Guarantee, is limited to the aggregate amount of --FIVE HUNDRED THOUSAND -- Dollars \$500,000.00 plus interest thereon at a rate of THREE per cent per annum above the Bank's prime interest rate in effect from time to time, from and including the date of demand until payment, and legal or other costs, charges and expenses. The liability of the undersigned to make payment under this Guarantee shall arise immediately after demand for payment under this Guarantee has been made in writing by the Bank on the undersigned or any one of them, if more than one. The term "prime interest rate" means the floating annual rate of interest established from time to time by the Bank as the base rate it uses to determine rates of interest on Canadian dollar loans to customers in Canada and designated as Prime Rate.

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IT IS FURTHER AGREED that the undersigned shall be liable to the Bank in respect of all debts and liabilities, subject to the limitation, if any, set forth in the first paragraph of this Guarantee, stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, notwithstanding whether any such agreement or any provision thereof is invalid, void, illegal, or unenforceable and notwithstanding whether such agreement was properly completed, entered into or authorized. Subject to the limitation, if any, set forth in the first paragraph of this Guarantee, the undersigned shall indemnify and save the Bank harmless from any losses which may arise by virtue of any debts and liabilities stated to be owing to the Bank by the Customer under any agreement entered into by the Customer with respect to such debts and liabilities, or any other agreement relating to any of the foregoing, being or becoming for any reason whatsoever in whole or in part (a) void, voidable, null, *ultra vires*, illegal, invalid, ineffective or otherwise unenforceable in accordance with its terms, or (b) released or discharged by operation of law (all of the foregoing being an "Indemnifiable Circumstance"). For greater certainty, the losses shall include the amount of all debts and liabilities owing to the Bank by the Customer which would have been payable by the Customer but for the Indemnifiable Circumstance. Nothing set out herein shall be interpreted as requiring any debts or liabilities which are hereby guaranteed to be documented by written agreement between the Bank and the Customer.

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Guarantee shall continue after the termination as if such payment had not been made. A written statement from any manager or acting manager of the Bank purporting to show the amount at any particular time due and payable to the Bank, and guaranteed by this Guarantee, shall be conclusive evidence as against the undersigned that such amount is at such time so due and payable to the Bank and is guaranteed hereby. Each of the executors, liquidators, administrators and legal representatives of the undersigned shall immediately give notice in writing to the Bank of the death of such undersigned.

Insert name of Canadian Province in which Customer's account with the Bank is kept at the time Guarantee is given

THIS CONTRACT shall be construed in accordance with the laws of the Province of Nova Scotia and for the purpose of legal proceedings this contract shall be deemed to have been made in the said province and to be performed there, and the courts of that province shall have non-exclusive jurisdiction over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent the Bank from proceeding at its election against the undersigned in the courts of any other province or country.

IF ANY PROVISION of this Guarantee is determined to be unenforceable, prohibited, invalid or illegal, it shall be severed from this Guarantee solely to the extent of such unenforceability, prohibition, invalidity or illegality and the remainder of such provision and the remainder of this Guarantee shall be unaffected thereby. The liability of the undersigned under this Guarantee shall not be terminated if this Guarantee is held to be unenforceable against any other undersigned.

ALL DEBTS AND LIABILITIES present and future of the Customer to the undersigned are hereby assigned (to the extent permitted by applicable law) to the Bank and postponed to the debts and liabilities of the Customer to the Bank and all such amounts paid to the undersigned or its assigns shall be received on behalf of and in trust for the Bank and shall immediately be paid over to the Bank.

THE UNDERSIGNED acknowledges that this Guarantee has been delivered free of any conditions and that no representations have been made to the undersigned affecting the liability of the undersigned under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantees now or subsequently held by the Bank.

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THE UNDERSIGNED agrees, without limitation of the rights of the Bank under applicable law, that the Bank may apply any amounts owing to, or sum standing to the credit of, the undersigned with any office, branch, subsidiary or affiliate of the Bank to the payment when due of any amount owing by the undersigned hereunder. For this purpose, the Bank may convert any such amount or sum into the currency of the amount owing hereunder at a rate of exchange at which the Bank could purchase the relevant currency on the relevant date acting in good faith.

THIS GUARANTEE shall remain in effect notwithstanding any change in the circumstances having led the undersigned to execute this Guarantee and notwithstanding the termination of or a change in the office or duties of such undersigned or in any relationship between such undersigned and the Customer.

THE UNDERSIGNED acknowledges and agrees that the Bank may make a claim or demand payment hereunder notwithstanding any limitation period regarding such claim or demand set forth in the *Limitations Act, 2002* (Ontario) or under any other applicable law with similar effect and, to the maximum extent permitted by applicable law, any limitations periods set forth in such act or applicable law are hereby explicitly excluded or, if excluding such limitations periods is not permitted by such act or applicable law, are hereby extended to the maximum limitation period permitted by such act or applicable law. For greater certainty, the undersigned acknowledges and agrees that this Guarantee is a "business agreement" as defined under Section 22 of the *Limitations Act, 2002* (Ontario).

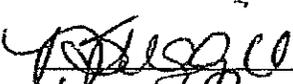
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This clause applies to the Province of Québec only

It is the express wish of the parties hereto that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

Dated this 30th day of April, 2019


Name: Wentworth Porter

Witness 
Name Mary Bugge

© Registered trade-marks of Bank of Montreal

2026 Hfx No. _____

This is Exhibit "K" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
Barrister of the Supreme
Court of Nova Scotia

(ROCKVILLE CARRIERS LIMITED)
 Loan Details for - 364459999003
 Facility Name: ODL CONVERT TO DLNR
 Pricing Option: Canadian Prime Option(364459999003)
 Rate Basis: Actual/365/366

Start	End	Days	Balance	Rate	A
31-Dec.-2025	31-Dec.-2025	1	1,437,355.24	6.450000%	2
01-Jan.-2026	04-Jan.-2026	4	1,437,355.24	6.450000%	1,0

Interest Due 1,269.99
 Balance Forward: 40,776.44
 Principal Due: 1,437,355.24
 Total Due: 1,479,401.67
 Current Per Diem: 254.00

Please remit your payment on the due date

For billing inquiries contact: CAROLE SLOTZBERG 514-877-1885

(ROCKVILLE CARRIERS LIMITED)
 Loan Details for - 36445999001
 Facility Name: 88 TOWN POINT RD - FRTL/DLNR
 Pricing Option: Canadian Prime Option(36445999001)
 Rate Basis: Actual/365/366

Start	End	Days	Balance	Rate	A
01-Jan.-2026	04-Jan.-2026	4	520,187.50	6.450000%	3

Interest Due	367.69
Balance Forward:	8,560.29
Principal Due:	520,187.50
Total Due:	529,115.48
Current Per Diem:	91.92

We will charge your DDA# 02101005213

For billing inquiries contact: CAROLE SLOTZBERG 514-877-1885

(ROCKVILLE CARRIERS LIMITED)
 Loan Details for - 364459999002
 Facility Name: CASHFLOW DURING PEAK SEASON
 Pricing Option: Canadian Prime Option(364459999002)
 Rate Basis: Actual/365/366

Start	End	Days	Balance	Rate	A
01-Jan.-2026	04-Jan.-2026	4	300,000.00	6.450000%	2

Interest Due	212.06
Balance Forward:	4,936.84
Principal Due:	300,000.00
Total Due:	305,148.90

Current Per Diem: 53.01

We will charge your DDA# 02101005213

For billing inquiries contact: CAROLE SLOTZBERG 514-877-1885

(ROCKVILLE CARRIERS LIMITED)
 Loan Details for - 364459999004
 Facility Name: PROFESSIONAL FEES
 Pricing Option: Canadian Prime Option(364459999004)
 Rate Basis: Actual/365/366

Start	End	Days	Balance	Rate	A
31-Dec.-2025	31-Dec.-2025	1	43,739.19	6.450000%	
01-Jan.-2026	04-Jan.-2026	4	43,739.19	6.450000%	

Interest Due	38.65
Balance Forward:	198.99
Principal Due:	43,739.19
Total Due:	43,976.83
Current Per Diem:	7.73

We will charge your DDA# 02101005213

For billing inquiries contact: CAROLE SLOTZBERG 514-877-1885

2026 Hfx No. _____

This is Exhibit "L" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

~~STEPHEN KINGSTON~~
~~Barrister of the Supreme~~
~~Court of Nova Scotia~~

BMO  **Bank of Montreal**

Special Accounts Management Unit
1675 Grafton Street,
Suite 1400
Halifax, NS, B3J 0E9

November 8, 2023

BY EMAIL &/OR BY MAIL

Rockville Carriers Limited
88 Town Point Road,
Rockville, NS, B5A 5G2
Attention: Wentworth Porter, President

-and-

Wentworth Lee Porter
88 Town Point Road,
Rockville, NS, B5A 5G2

Dear Sirs;

RE: Outstanding indebtedness of Rockville Carriers Limited (the "**Borrower**") to Bank of Montreal (the "**Bank**")

This letter is to inform you of the Bank's concerns with its relationship with the Borrower and to communicate the next steps the Bank intends to take.

We refer to the following credit facilities extended by Bank to the Borrower pursuant to a Letter of Agreement Amendment and Restatement dated March 29, 2023 ("**Letter of Agreement**") from the Bank to the Borrower and accepted by the Borrower and Wentworth Lee Porter (the "**Guarantor**"), as amended from time:

- Facility #1: Demand Non-revolving Loan Account No. 36445999001, to refinance the lobster facility located at 88 Town Point Road, Rockville, NS. The amount outstanding as of November 5, 2023, for principal is \$300,000.00 and interest of \$378.08 for a total of \$300,378.08.
- Facility #2: Operating Loan Account No. 210-1005-213, for general operating requirements subject to Margin Limits. The amount outstanding as of November 5, 2023 for principal is \$1,389,798.47 and interest of \$1,751.68 for a total of \$1,391,550.15.

- Facility #3: Demand Revolving Loan Account No. 36445999002 for Operating Financing during peak season. The amount outstanding as of November 5 202 for principal is \$602,700.00 and interest of \$759.57 for a total of \$603,459.57.
- Facility #4: Corporate MasterCard authorized for \$25,000.00.

The Borrower is further indebted to the Bank under a Canada Emergency Business Account (“**CEBA**”) loan. The forgiveness repayment date has been extended by the Government of Canada to January 18, 2024, for eligible CEBA loan holders in good standing. The amount outstanding for principal as of November 5, 2023, is \$60,000.

The Bank holds the following Bank Security (the “**Bank Security**”):

- Registered first ranking All Indebtedness Mortgage dated October, 2017 in the amount of \$1,230,000.00 registered over 88 Town Point Road, Yarmouth NS and identified as PID 90177890 and PID 90177908.
- Registered first-ranking debenture dated November 19, 1986 in the amount of \$400,000 over all present and after-acquired personal/movable property of the Borrower.
- Bank Security Agreement dated March 19, 1999 executed by the Borrower with a Bank Security interest over all present and after acquired personal property of the Borrower.
- Registered first-ranking Section 427 Bank Act security over all present and after-acquired Inventory/Warehouse Receipts registered with Bank of Canada
- Pledge of Fluctuating Cash Collateral.
- Export Development of Canada Guarantee over CAD & USD Receivables
- Guarantees for Indebtedness of an Incorporated Company by Wentworth Lee Porter of the liabilities of the Borrower to the Bank:
 - Dated October 26, 2017 limited to the amount of \$500,000.
 - Dated May 24, 2018 limited to the amount of \$960,000.
 - Dated February 6, 2017 limited to the amount of \$1,000,000.
 - Dated April 30, 2019 limited to the amount of \$500,000

The management of the Borrower’s accounts with the Bank has been under the Bank’s Special Management Unit since October, 2022. PricewaterhouseCoopers LLP (“PwC”) was retained by the Bank as its consultant with the Borrower’s knowledge and agreement to pay for the associated consulting fees.

The Bank and/or PwC have been in discussions, meetings, and e-mail correspondences with the Borrower over the course of the last 12 months. During this period the Bank has requested documentation and information from time to time as required under the Letter of Agreement under Terms and Conditions, Reporting Requirements. The Bank has discovered the following significant issues and concerns:

1. Continued poor financial performance, including financial losses disclosed in financial statements for fiscal years 2021 and 2022, and losses shown on the quarterly reporting in-house financial statements as at June 30, 2023;
2. Inaccurate and/or incomplete financial reporting to the Bank by the omission of accrued accounts payable as an offset to accounts receivable and/or inventory;
3. Failure to disclose to the Bank a material adverse event upon the financial condition of the Borrower. Quarterly reporting in-house financial statements as at June 30, 2023 was provided by the Borrower's accountant, Mr. Gary Muise, to the Bank on August 15, 2023. The statements disclosed a loss of \$412,399.29. At an in-person meeting with the Borrower on October 4, 2023-at the Bank's office, the Borrower was questioned on the loss but the Borrower did not provide a reason or explanation. With the consent of the Borrower, PwC made inquiries with Mr. Muise and was advised that the Borrower said that over 30,000 pounds of lobster just died sometime in October 2022 without any reason or explanation provided by the Borrower. At no prior time did the Borrower advise the Bank of this significant loss, including during other in-person meetings held on October 12, 2022-at the Bank's office, at the Borrower's office on November 17, 2022, and at PwC office on November 25, 2022; and,
4. The unexplained loss of more than 30,000 pounds of lobster is evidence of poor inventory management that raises concerns for future operations.

Given the foregoing, the Bank is not prepared to continue with the lending relationship and financial support of the Borrower. The Bank formally requests that you locate an alternate lender or otherwise make arrangements to enable the full repayment of the indebtedness to the Bank on or before February 29, 2024. We request an update by December 15, 2023, January 15, 2024, and February 15, 2024 of your efforts to payout the indebtedness to the Bank.

The Operating Loan under Credit Facility #2 is limited to the amount of \$1,500,000 and the amount will not be increased prior to repayment of the Bank. The Bank is not prepared to extend Facility #3 for the upcoming lobster season.

In the interim the Bank, the Bank requires that the Borrower maintains the payment of all fees and expenses to ensure the preservation and maintenance of the assets subject to the Bank Security, including and without limitation, fees payable to maintain the validity of the Export Development of Canada Guarantee, property taxes, and insurance.

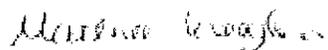
The Bank reserves all of its rights and remedies pursuant to the Bank Security and all agreements pertaining to the Letter of Agreement. The present letter does not constitute a renunciation or waiver by the Bank of any of its rights and remedies resulting from any defaults mentioned hereinabove. This letter is sent to you under reserve, without prejudice and under reserve of the discovery of any additional defaults, present or future.

The Bank reserves its rights at any time to re-valuate any financial support granted to you upon the discovery of new facts or should the value of the Bank Security be diminished in any manner, whether directly or indirectly.

We trust that you will give the present matter the immediate attention and all the seriousness that it requires.

Yours truly,

Bank of Montreal



Martine Langlois
Account Manager
Special Accounts Management Unit, Eastern Canada
Tel 902-471-6583

2026 Hfx No. _____

This is Exhibit "M" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia

BMO  **Bank of Montreal**

Special Accounts Management Unit
1675 Grafton Street,
Suite 1400
Halifax, NS, B3J 0E9

March 27, 2025

BY EMAIL

Rockville Carriers Limited
88 Town Point Road,
Rockville, NS, B5A 5G2
Attention: Wentworth Porter, President

-and-

Wentworth Lee Porter
88 Town Point Road,
Rockville, NS, B5A 5G2

Dear Sirs;

RE: Outstanding indebtedness of Rockville Carriers Limited (the "**Borrower**") to Bank of Montreal (the "**Bank**")

We refer to the credit facilities extended by the Bank to the Borrower pursuant to a Letter of Agreement Amendment and Restatement dated March 29, 2023, as amended from time ("**Letter of Agreement**").

By letter to you of November 8, 2023, the Bank advised that it was not prepared to continue with the lending relationship and financial support of the Borrower and formally requested that the Borrower locate an alternate lender or otherwise make arrangements for the full repayment of the indebtedness to the Bank on or before February 29, 2024 ("**Repayment Date**").

As per letter dated November 7, 2024, the Bank agreed to extend the Repayment Date to November 30, 2024. By letter dated November 29, 2024, the Repayment Date was further extended to January 3rd, 2025 in order for the Borrower to pursue the sale of its business.

The Borrower has provided the Bank with a copy of a Letter of Intent made March 20, 2025 ("**LOI**") between the Borrower and Glooscap First Nation, as represented by Glooscap Band Council ("**Glooscap First Nation**") for the purchase by Glooscap First Nation of all the assets of the Borrower.

The Bank agrees to a further extension of the Repayment Date to **September 30, 2025**, subject to the completion and performance of the following terms and conditions:

1. Real Property Taxes-
 - a) Borrower to pay not less than \$8,000 per month to the Municipality of the District of Yarmouth starting immediately to repay all tax arrears currently outstanding in the

amount of \$23,244.34 in respect of PID 90177890, 88 Town Point Road, Rockville, NS, Assessment No. 00191795.

- b) Borrower to pay 2025-2026 property taxes for PID 90177890 and PID 90177908 as they fall due and provide the Bank with proof of payment.

2. Sale of Assets to Glooscap First Nation

- a) Borrower to report to the Bank on the status of the sale following the Execution of Definitive Agreements (May 30, 2025) and Due Diligence Date (August 20, 2025) under the LOI and at such other time and from time to time as may be requested the Bank.
- b) Borrower to provide a copy of the executed Definitive Agreements within 2 days of their signing.
- c) Borrower to forthwith advise the Bank of any material changes in the terms of the LOI or Definitive Agreements including changes which affect the purchase price or timing of the sale.
- d) All indebtedness of the Borrower to the Bank shall be fully repaid on closing of the sale of the Borrower's assets, contemplated to be on September 30, 2025, clear of any statutory claims by the Canada Revenue Agency or other statutory liens against the proceeds paid to the Bank.

3. Other Terms

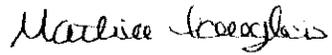
- a) The Borrower shall pay all fees and expenses required to ensure the preservation and maintenance of the assets subject to the Bank Security (as defined and described in the Bank's letter to you of November 8, 2023), including and without limitation, fees payable to maintain the validity of the Export Development of Canada Guarantee, property taxes, and insurance.
- b) The Bank shall be entitled to demand payment of the total indebtedness of the Borrower to the Bank in the event of any of the following:
 - i. the default or breach of any of the terms set forth in this letter or the Bank Security;
 - ii. if the Bank is not satisfied with any material changes to the terms of the sale of the assets;
 - iii. if the sale of the assets does not proceed for any reason; or
 - iv. if the value of the Bank Security is diminished or adversely affected in the sole opinion of the Bank.

The Bank reserves its rights at any time to re-valuate any financial support granted to you upon the discovery of new facts or should the value of the Bank Security be diminished in any manner, whether directly or indirectly. The Bank further reserves all of its rights and remedies pursuant to the Bank Security and all agreements pertaining to the Letter of Agreement and to demand payment prior to the Repayment Date.

The present letter does not constitute a renunciation or waiver by the Bank of any of its rights and remedies resulting from any defaults. This letter is sent to you under reserve, without prejudice and under reserve of the discovery of any additional defaults, present or future.

Yours truly,

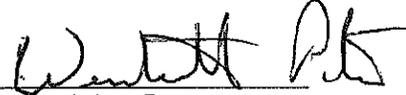
Bank of Montreal



Martine Langlois
Account Manager
Special Accounts Management Unit, Eastern Canada
Tel 902-471-6583

ACKNOWLEDGED, AGREED and ACCEPTED as of the 31 day of March, 2025.

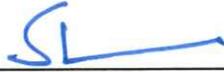
Rockville Carriers Limited

Per 
Wentworth Lee Porter
President


Wentworth Lee Porter
(Guarantor)

2026 Hfx No. _____

This is Exhibit "N" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
Barrister of the Supreme
Court of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia

Our File: AT-223672

June 24, 2025

By Courier and E-Mail

Rockville Carriers Limited
88 Town Point Road,
Rockville, NS, B5A 5G2

Attention: Wentworth Porter, President

Dear Sirs;

Re: Rockville Carriers Limited ("Borrower")

We are the solicitors for the Bank of Montreal (the "**Bank**") in connection with this matter.

The Borrower is indebted to the Bank pursuant to certain credit facilities as set forth in various agreements including and not limited to a Letter of Agreement Amendment and Restatement dated March 29, 2023 ("**Loan Agreement**") from the Bank to the Borrower and accepted by the Borrower and Wentworth Lee Porter, as Guarantor, as amended from time:

Background

By letter to you of November 8, 2023, the Bank advised that it was not prepared to continue with the lending relationship and financial support of the Borrower and formally requested that the Borrower locate an alternate lender or otherwise make arrangements for the full repayment of the indebtedness to the Bank on or before February 29, 2024 ("**Repayment Date**"). The Repayment Date was extended pursuant to the following letters from the Bank to the Borrower:

1. By letter dated February 1, 2024, the Repayment Date was extended to July 31, 2024.
2. By letter dated July 30, 2024, the Repayment Date was extended to August 30, 2024, to enable the Borrower to complete its refinancing process with RBC and NSFALB.
3. By letter dated August 28, 2024, the Repayment Date was extended to September 30, 2024, to complete its refinancing process with RBC and NSFALB or sale of its business.
4. By letter dated October 7, 2024, the Repayment Date was extended to October 31, 2024, to enable the Borrower to complete its refinancing process with RBC and NSFALB or sale of its business.

- 5. By letter dated November 7, 2024, the Repayment Date was further extended to November 30, 2024, in order for the Borrower to pursue the sale of its business.
- 6. By letter dated November 29, 2024, the Repayment Date was further extended to January 3rd, 2025, in order for the Borrower to pursue the sale of its business.
- 7. By letter dated March 27, 2025 ("**Repayment Extension Letter-2025**"), and accepted on March 31, 2025 by the Borrower and Guarantor, the Repayment Date was further extended to September 30, 2025 in order for the Borrower to pursue the sale of its business but this extension was subject to explicit stipulated terms and conditions as set out in the Repayment Extension Letter-2025.

Default

The Borrower has defaulted in its obligations to the Bank pursuant to the Loan Agreement and Repayment Extension Letter-2025 including and not limited to the following:

- 1. Failure of the Borrower to provide the Bank with any evidence or documents that any "Definitive Agreements" have been signed for the sale of the business of the Borrower as contemplated under the Letter of Intent made March 20, 2025, between the Borrower and Glooscap First Nation, as represented by Glooscap Band Council;
- 2. Failure of the Borrower to provide the Bank with any updates and status report on the sale of the business of the Borrower notwithstanding repeated requests by the Bank, including and not limited to e-mails from the Bank on June 17, 2025, and June 20, 2025; and
- 3. Failure of the Borrower to provide the Bank with any evidence that it can repay the Bank on or before the Repayment Date.

The last extension of the Repayment Date was based on the sale of the business to repay the Bank. The Borrower has been advised by the Bank and the Borrower agreed that if there is no sale or if there is any breach of the terms of the Extension Letter-2025, the indebtedness of the Borrower is immediately payable, and the Bank shall be entitled to demand payment of the total indebtedness of the Borrower.

Indebtedness

The outstanding balances owing to the Bank as of June 23, 2025, are as follows:

Loan	Principal	Interest	Per diem
Facility #1: Demand Non-revolving Loan Account No. 36445999001	\$300,000.00	\$1,256.71	\$57.12
Facility #2: Operating Loan Account No. 210-1005-213	\$1,473,117.87	\$5,522.92	\$280.50
Facility #3: Demand Revolving Loan Account No. 36445999002	\$534,537.50	\$2,239.88	\$101.78
Facility #4: Corporate MasterCard	\$1,385.56		

Total	\$2,309,040.93	\$9,019.51	
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The Borrower's obligations to the Bank are secured by the security and mortgage agreements executed by the Borrower and described in the enclosed Notice of Intention to Enforce Security issued pursuant to the *Bankruptcy and Insolvency Act* (Canada).

The Borrower's obligations to the Bank are further supported by the following guarantees by Wentworth Lee Porter of the liabilities of the Borrower to the Bank

- Dated October 26, 2017, limited to the amount of \$500,000.
- Dated May 24, 2018, limited to the amount of \$960,000.
- Dated February 6, 2017, limited to the amount of \$1,000,000.
- Dated April 30, 2019, limited to the amount of \$500,000

The Bank is not prepared to continue to provide credit to the Borrower nor to permit the defaults to continue. The extension of the Repayment Date to September 30, 2025, is hereby rescinded. Accordingly, please be advised that in the event that payment in the full amount of **\$2,318,060.44**, representing \$2,309,040.93 for principal and \$9,019.51 for interest as of June 23, 2025, together with accrued interest to the date of payment and the Bank's costs on enforcement, are not received in our office by way of solicitor's trust cheque, bank draft or certified cheque made payable to "McInnes Cooper in Trust" on or before **4:00 p.m. on July 4, 2025** legal action will be undertaken to enforce the debts.

In the event legal action becomes necessary, the Bank's claim will be for the full principal balance, all accrued interest and all available legal costs. The Bank may also elect to enforce its security and guarantee.

Yours very truly,

McINNES COOPER



Anthony M. Tam, K.C.

cc Bank of Montreal

NOTICE OF INTENTION TO ENFORCE SECURITY

(s.244 (1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3)

TO: Rockville Carriers Limited, an Insolvent Person
88 Town Point Road, Rockville, NS, B5A 5G2

TAKE NOTICE THAT:

1. Bank of Montreal, a secured creditor, intends to enforce its security on the property of the Insolvent Person described below:
 - All of the Insolvent Person's present and after-acquired personal property.
 - Lands and premises known as civic 88 Town Point Road, Rockville, NS and identified as PID 90177890 and the real property known as civic 116 Town Point Road, Rockville, NS and identified as PID 90177908.
2. The security that is to be enforced is in the form of:
 - (a) Security Agreement dated March 19, 1999, executed by the Insolvent Person and filed under the *Personal Property Security Act* (Nova Scotia) ("PPSA") on March 24, 1999, as Registration No. 1477896 and on November 1, 2017, as Registration No. 28500635;
 - (b) Demand Debenture dated November 19, 1986, executed by the Insolvent Person in the amount of \$400,000 and registered at the Yarmouth Registry of Deeds on November 28, 1986, in Book 422 at Page 959 as Document 9138 and filed and transitioned under the PPSA on December 29, 1999, as Registration No. 2498639;
 - (c) Pledge of Fluctuating Cash Collateral dated November 23, 2007, executed by the Insolvent Person in respect of Account No. 0210-4603-453 and filed under the PPSA as Registration No. 12031654 on February 2, 2007;
 - (d) All Indebtedness Mortgage dated October 26, 2017 executed by the Insolvent Person in the amount of \$1,230,000 with interest at the Bank of Montreal prime rate plus 5.00%; registered in the Yarmouth County Land Registration Office on November 1, 2017 as Document No.111665650, as amended by Amending Agreement dated November 25, 2022, registered on March 31, 2023 as Document No.122253884, mortgaging and charging the real property known as civic 88 Town Point Road, Rockville, NS and identified as PID 90177890 and the real property known as civic 116 Town Point Road, Rockville, NS and identified as PID 90177908; and
 - (e) Security pursuant to Section 427 of the *Bank Act* (Canada) executed by the Insolvent Person including:
 - (i) Application for Credit and Promise to Give, Bills of Lading, Warehouse Receipts or Security under Section 427 dated February 8, 2011;
 - (ii) Agreement as to Loans and Advances and Security therefor dated February 8, 2011;
 - (iii) Security on All Property of Specified Kinds Under Section 427 Bank Act dated February 8, 2011; and

(iv) Notice of Intention to Give Security under Section 427 of the Bank Act dated February 3, 2011, and registered with the Bank of Canada on February 7, 2011, as Number 01260897.

3. The total amount of the indebtedness to the secured creditor is \$2,318,060.44, representing \$2,309,040.93 for principal and \$9,019.51 for interest as of June 23, 2025.
4. The secured creditor will not have the right to enforce the security until after the expiry of the ten-day period following the sending of this Notice, unless the Insolvent Person consents to an earlier enforcement.

DATED at Halifax, in the Halifax Regional Municipality, Province of Nova Scotia on June 24, 2025.



ANTHONY M. TAM, K.C.
MCINNES COOPER
Purdy's Tower II
1300-1969 Upper Water Street
PO Box 730
Halifax, NS B3J 2V1

Solicitor for Bank of Montreal

2026 Hfx No. _____

This is Exhibit "O" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia



Anthony (Tony) M. Tam, K.C.
Direct +1 (902) 444 8439
anthony.tam@mcinnescooper.com

Purdy's Wharf Tower II
1300-1969 Upper Water Street
PO Box 730
Halifax NS
Canada B3J 2V1
Tel +1 (902) 425 6500 | Fax +1 (902) 425 6350

Our File: AT-223672

June 24, 2025

By Courier and E-Mail

Wentworth Lee Porter
88 Town Point Road,
Rockville, NS, B5A 5G2

Dear Mr. Porter:

**Re: Rockville Carriers Limited ("Borrower")
Bank of Montreal ("Bank")**

We are the solicitors for the Bank.

The Borrower is indebted to the Bank pursuant to certain credit facilities as set forth in various agreements including and not limited to a Letter of Agreement Amendment and Restatement dated March 29, 2023 ("**Loan Agreement**") from the Bank to the Borrower and accepted by the Borrower and you, as Guarantor, as amended from time:

Indebtedness

The outstanding balances owing to the Bank as of June 23, 2025, are as follows:

Loan	Principal	Interest	Per diem
Facility #1: Demand Non-revolving Loan Account No. 36445999001	\$300,000.00	\$1,256.71	\$57.12
Facility #2: Operating Loan Account No. 210-1005-213	\$1,473,117.87	\$5,522.92	\$280.50
Facility #3: Demand Revolving Loan Account No. 36445999002	\$534,537.50	\$2,239.88	\$101.78
Facility #4: Corporate MasterCard	\$1,385.56		
Total	\$2,309,040.93	\$9,019.51	

The Borrower has defaulted in its obligations to the Bank pursuant to the Loan Agreement and terms of a letter dated March 27, 2025, from the Bank to the Borrower, and accepted March 31, 2025, by the Borrower and Guarantor.

The Borrower's obligations to the Bank are supported by guarantees (the "**Guarantees**") signed by you:

- Dated October 26, 2017, limited to the amount of \$500,000.
- Dated May 24, 2018, limited to the amount of \$960,000.
- Dated February 6, 2017, limited to the amount of \$1,000,000.
- Dated April 30, 2019, limited to the amount of \$500,000

The Bank has instructed us to make demand for payment upon you pursuant to the Guarantees. Please be advised that in the event that payment of **\$2,318,060.44**, representing \$2,309,040.93 for principal and \$9,019.51 for interest as of June 23, 2025, together with accrued interest to the date of payment and the Bank's costs on enforcement, are not received in our office by way of solicitor's trust cheque, bank draft or certified cheque made payable to "McInnes Cooper in Trust" on or **before 4:00 p.m. on July 4, 2025** legal action will be undertaken to enforce your obligations as Guarantor. Please contact us to confirm the up-to-date amount outstanding as at the date of payment.

In the event legal action becomes necessary, our client's claim will be for the full principal balance, all accrued interest and all available costs.

Yours very truly,

McINNES COOPER



Anthony M. Tam, K.C.

Encl.

c. client

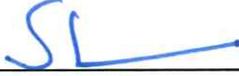
2026 Hfx No. _____

This is Exhibit "P" referred to in the Affidavit of Martine Langlois, sworn to before me on January ____, 2025.

A Barrister of the Supreme Court
of Nova Scotia

2026 Hfx No. _____

This is Exhibit "P" referred to in the Affidavit of Martine Langlois, sworn to before me on January 4, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
Barrister of the Supreme
Court of Nova Scotia

**Municipality of the District of
Yarmouth**

932 Highway 1 Hebron NS B5A 5Z5
Ph#: (902) 742-7159
Fax#: (902) 742-3164
Email: linda@munyarmouth.ca

TAX CERTIFICATE



Certificate No.: 39
Date: January 12, 2026
File Reference No.:

**Victoria Brooks
Chief Administrative Officer**

ChrgYear

Lawyer: McInnes Cooper Lawyers
1300-1969 Upper Water Street
Purdy's Wharf Tower II NS

Roll #: 00191795
Property:

Requested By:
McInnes Cooper Lawyers

Location: 88 TOWN PT
Owner: ROCKVILLE CARRIERS LTD.

Statement of Arrears

YEAR	TAXES LEVIED	TAXES OUTSTANDING	INTEREST OUTSTANDING	TOTAL
2025	23,984.11	0.00	0.00	0.00
2024	0.00	0.00	0.00	0.00
2023	0.00	0.00	0.00	0.00
2022		0.00	0.00	0.00
2025 Sewer				0.00
TOTAL:				<u>0.00</u>

Statement of Current Taxes

NOTE: Quarterly sewer maintenance billings are in mid February, May, August and November.

Interest at the rate of 1.5% per month is due and payable.

Notice is hereby given that a change in the use of land which is currently assessed as farm or forest property may result in a change-in-use tax being applied to this account, which would be due and payable to the Municipality of the District of Yarmouth.

Certified and found correct

Property Information Manager

Date Jan 12/26

Chief Administrative Officer

Date Jan 13/26

**Municipality of the District of
Yarmouth**

932 Highway 1 Hebron NS B5A 5Z5
Ph#: (902) 742-7159
Fax#: (902) 742-3164
Email: linda@munyarmouth.ca

TAX CERTIFICATE



Certificate No.: 40
Date: January 12, 2026
File Reference No.:

Victoria Brooks
Chief Administrative Officer

Chrg Year

Lawyer: McInnes Cooper Lawyers
1300-1969 Upper Water Street
Purdy's Wharf Tower II NS

Roll #: 04016939
Property:

Requested By:
McInnes Cooper Lawyers

Location: 116 TOWN PT
Owner: ROCKVILLE CARRIERS LTD.

Statement of Arrears

YEAR	TAXES LEVIED	TAXES OUTSTANDING	INTEREST OUTSTANDING	TOTAL
2025	395.79	0.00	0.00	0.00
2024	0.00	0.00	0.00	0.00
2023	0.00	0.00	0.00	0.00
2022		0.00	0.00	0.00
2025 Sewer				0.00
			TOTAL:	<u>0.00</u>

Statement of Current Taxes

NOTE: Quarterly sewer maintenance billings are in mid February, May, August and November.

Interest at the rate of 1.5% per month is due and payable.

Notice is hereby given that a change in the use of land which is currently assessed as farm or forest property may result in a change-in-use tax being applied to this account, which would be due and payable to the Municipality of the District of Yarmouth.

Certified and found correct

Property Information Manager

Date Jan 12/26

Chief Administrative Officer

Date Jan 13/26

2026 Hfx No. _____

This is Exhibit "Q" referred to in the Affidavit of Martine Langlois, sworn to before me on January 14, 2026.



A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
Barrister of the Supreme
Court of Nova Scotia

2026

Hfx No.

Supreme Court of Nova Scotia
In Bankruptcy and Insolvency

IN THE MATTER OF: THE RECEIVERSHIP OF ROCKVILLE CARRIERS LTD.

Between:

THE BANK OF MONTREAL

Applicant

and

ROCKVILLE CARRIERS LTD.

Respondents

CONSENT OF RECEIVER

DATED: JANUARY 5, 2026

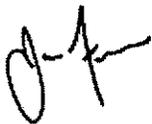
TAKE NOTICE THAT the undersigned Deloitte Restructuring Inc., a body corporate under the laws of Canada, maintaining an office in the city of Halifax, in the County of Halifax, in the Province of Nova Scotia, a duly qualified and licensed trustee in bankruptcy, hereby consents to act as court appointed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

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

DATED at Halifax, Nova Scotia this 5th day of January 2026.

DELOITTE RESTRUCTURING INC.

Per:



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