



## **Grounds for Order**

The Bank is applying for the Receivership Order and the Sale Process Order on the following grounds:

See Schedule “B” attached

## **Evidence supporting Application**

The Bank offers the following Affidavits in support of the Application for the Receivership Order and the Sale Process Order:

- (a) The Affidavit of Martine Langlois sworn herein on January 14, 2026; and
- (b) The Affidavit of Stephen Kingston sworn herein on January 15, 2026.

The Bank is also relying upon the First Report.

A copy of each Affidavit, and the First Report, is to be delivered to you with this notice, and further Affidavits and/or Reports may be delivered before the deadlines provided in Civil Procedure Rule 5 - Application.

## **You may participate**

You may file with the Court a Notice of Contest, and any Affidavits upon which you rely, no more than 5 days after this Notice is delivered to you or you are otherwise notified of the Application. Filing the Notice of Contest entitles you to notice of further steps in the Application, including notice of further Affidavits.

## **Time, date, and place**

The Application is to be heard by the Honourable Justice presiding in Chambers at **9:30 a.m. on Thursday, January 29, 2026** in the Law Courts, 1815 Upper Water Street, Halifax, Nova Scotia.

The Bank has set this Application for Hearing a total of a half hour or less in Chambers. The Bank says the Application will not require more time.

You have the right to be present and to be represented by counsel or to act on your own. If you are not present, the Judge may proceed without you.

## **Possible Order against you**

The Judge may grant a Final Order on the Application without further notice to you if you fail to deliver your Notice of Contest on time, or if you or your counsel fail to appear in Chambers at the above time, date, and place.

### **Filing and delivering documents**

Any documents you file with the Court must be filed at the Office of the Prothonotary, 1815 Upper Water Street, Halifax, Nova Scotia (telephone 902-424-4900).

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

### **Contact information**

The Bank designates the following address:

**Stephen Kingston**  
McInnes Cooper  
1969 Upper Water Street, Suite 1300  
McInnes Cooper Tower - Purdy's Wharf  
Halifax NS B3J 2V1

Documents delivered to this address are considered received by the Applicant.

Further contact information is available from the Prothonotary.

### **Signature**

Signed January 20, 2026



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**Stephen Kingston**  
Counsel to the Applicant,  
Bank of Montreal

### **Prothonotary's certificate**

I certify that this Notice of Application was filed with the court on January \_\_, 2026.

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Prothonotary

## Schedule "A"

### **Rockville Carriers Limited**

c/o Wentworth Porter, President  
88 Town Point Road,  
Rockville, NS B5A 5G2  
Email: [rockvillecarriers@gmail.com](mailto:rockvillecarriers@gmail.com)  
[jhancott@okeefesullivan.com](mailto:jhancott@okeefesullivan.com)

### **Bank of Montreal**

c/o Martine Langlois, Sr. Account Manager  
1675 Grafton Street, Ste. 1400  
Halifax, NS B3J 0E9  
Email: [martine.langlois@bmo.com](mailto:martine.langlois@bmo.com)  
[stephen.kingston@mcinnescooper.com](mailto:stephen.kingston@mcinnescooper.com)

### **Daimler Chrysler Financial Services of Canada Corporation**

c/o Kimberley Bungay, Recognised Agent  
Stewart McKelvey  
1741 Lower Water St., Ste 600  
Halifax, NS B3J 0J2  
Email: [kbungay@stewartmckelvey.com](mailto:kbungay@stewartmckelvey.com)

### **Office of the Superintendent of Bankruptcy Canada**

c/o Abdulwahid Nasser, Bankruptcy Assistant  
Room 1605, Maritime Centre  
1505 Barrington Street  
Halifax NS B3J 3K5  
Email: [abdulwahid.nasser@canada.ca](mailto:abdulwahid.nasser@canada.ca)

### **Canada Revenue Agency**

c/o Mike MacLean  
Insolvency Division,  
Nova Scotia Tax Services Office  
100-145 Hobson's Lake Drive  
Halifax, NS B3S QJ1  
Email: [mike.maclean@cra-arc.gc.ca](mailto:mike.maclean@cra-arc.gc.ca)

## Schedule "B"

1. The Respondent Rockville Carriers Limited ("**Rockville**") is a body corporate, incorporated pursuant to the laws of the Province of Nova Scotia.
2. Rockville is indebted to the Applicant Bank of Montreal (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**").
3. The Loan Agreement references the credit facilities being extended by the Bank to Rockville, and also sets out the terms and the conditions governing those credit facilities.
4. 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, as recorded 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, as was recorded at the Land Registration Office for Yarmouth County, Nova Scotia (the "LRO") on November 1, 2017 as Doc. No. 111665650. The Mortgage 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 as Document Nos. 122253884 and 123280696;
  - (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;
  - (iv) A Pledge of Fluctuating Cash Collateral (the "**Pledge**") granted by Rockville to the Bank and dated November 23, 2007, an amended Financing Statement for which 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 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**")

5. Rockville's obligations to the Bank are also supported by the personal guarantees of Rockville's President, Wentworth Porter.
6. The total outstanding balances owed by Rockville to the Bank pursuant to the Loan Agreement totaled **\$2,357,642.88** as of January 5, 2026.
7. Rockville has defaulted in its obligations to the Bank pursuant to the Loan Agreement and its account is in arrears.
8. Rockville has ceased operations and is no longer carrying on business.
9. On November 8, 2023 the Bank advised Rockville that it did not wish to continue its lending relationship with the company and formally requested that Rockville fully repay the Bank on or before February 29, 2024 (the "**Repayment Deadline**").
10. The Repayment Deadline was subsequently extended by the Bank on several occasions so as to allow Rockville an opportunity to sell or refinance its business to generate funds to repay the Bank.
11. On March 27, 2025 the Bank wrote to Rockville extending the Repayment Deadline to September 30, 2025 - on the terms and conditions set out in that letter. This additional extension was intended to allow Rockville to complete the sale of its business pursuant to a Letter of Intent dated March 20, 2025, and the Bank's terms required a Definitive Agreement to be signed as regards the sale on or before May 30, 2025.
12. No such Definitive Agreement was ever executed.
13. On June 24, 2025 the Bank made demand for payment upon Rockville and issued a Notice of Intention to Enforce Security ("**NITES**"). The Bank also made demand for payment upon Wentworth Porter pursuant to his various personal Guarantees of Rockville's Bank debts.
14. Rockville remains in default of its obligations to the Bank pursuant to the Loan Agreement notwithstanding the issuance of the Bank's demand for payment and NITES.
15. 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.
16. Deloitte took possession of the assets and property of Rockville shortly after its appointment, and it remains in such possession.
17. The Bank considers that a Court-appointed Receiver is necessary and desirable in this instance as Rockville has defaulted in its obligations to the Bank, has ceased operations and no longer carries on business, and as the Bank's security includes a mortgage over commercial real estate.
18. The Bank believes that a Court appointment would enable the Receiver to formulate and implement a process for the orderly sale of Rockville's assets, in a transparent manner, and subject to the supervision of this Honourable Court.

19. The Bank therefore seeks an Order (the "**Receivership Order**") appointing Deloitte as Receiver of all of Rockville's assets, properties and undertakings of Rockville, pursuant to s. 243 of the **Bankruptcy and Insolvency Act**, R.S.C. 1985 c. B-3 (the "**BIA**") and s. 43(9) of the **Judicature Act**, R.S.N.S. 1989, c.240, together with such further or other relief as this Honourable Court deems just.
20. Deloitte has consented to act as Receiver if so appointed by this Honourable Court.
21. In the event that the Receivership Order is granted, the Bank also seeks an Order (the "**Sale Process Order**") approving the sale process as described and defined in Deloitte's First Report and authorizing and directing Deloitte to proceed accordingly.

### References

The Bank shall rely upon the following legislation, rules or points of law in respect of the Application:

- (i) Rule 6 of the **Bankruptcy and Insolvency General Rules**, CRC 1978, c. 368;
- (ii) BIA s. 243;
- (iii) **Judicature Act**, s. 43(9); and
- (iv) The criteria used by this Honourable Court to assess the merits of Applications made by secured creditors seeking the Court appointment of Receivers and approval of proposed sale processes by Receivers.