

Court File Number: SJM/125/2023

Numéro du dossier :

IN THE COURT OF KING'S BENCH
OF NEW BRUNSWICK

COUR DU BANC DU ROI DU
NOUVEAU-BRUNSWICK

TRIAL DIVISION

DIVISION DE PREMIÈRE INSTANCE

JUDICIAL DISTRICT OF SAINT JOHN

CIRCONSCRIPTION JUDICIAIRE DE
SAINT JEAN

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF
709280 NB LTD., 103232 P.E.I. INC.,
CAN-AM LOBSTER & SHELLFISH LTD.,
103233 P.E.I. INC., 103234 P.E.I. INC.,
3249640 NOVA SCOTIA LIMITED and
12588129 CANADA INC.

B E T W E E N:

ENTRE :

THE TORONTO-DOMINION BANK

Applicant

Requérant

- and -

- et -

709280 NB LTD., 103232 P.E.I. INC.,
CAN-AM LOBSTER & SHELLFISH LTD.,
103233 P.E.I. INC., 103234 P.E.I.
INC., 3249640 NOVA SCOTIA
LIMITED, and 12588129 CANADA
INC.

Respondents

Intimé

**NOTICE OF MOTION
(FORM 37A)**

**AVIS DE MOTION
(FORMULE 37A)**

TO: THE RESPONDENTS

DESTINATAIRE :

To: The Service List (see Schedule
“A” attached hereto)

Deloitte Restructuring Inc., in its capacity as Monitor of the Respondents (the “**Monitor**”), will apply to the Court before the Court at the Saint John Law Courts, 10 Peel Plaza, Saint John, New Brunswick on the **17th day of June, 2025 at 1:30 p.m. (ADT)**, for an order as set out hereunder.

Le requérant demandera à la Cour au Palais de Justice de _____
Nouveau-Brunswick, _____, le
_____ 2025, à _____ h _____,
d’obtenir l’ordonnance décrite ci-
dessous.:

You are advised that:

Sachez que :

- (a) You are entitled to issue documents and present evidence at the hearing in French or English or both;
- (b) The Monitor intends to proceed in the ENGLISH language; and
- (c) If you intend to proceed in the other official language, an interpreter may be required and you must so advise the clerk at least 5 days before the hearing.

- (a) vous avez le droit d’émettre des documents et de présenter votre preuve à l’audience en français, en anglais ou dans les deux langues;
- (b) le requérant a l’intention d’utiliser la langue ANGLAISE; et
- (c) si vous avez l’intention d’utiliser l’autre langue officielle, les services d’un interprète pourront être requis et vous devrez en aviser le greffier au moins 5 jours avant l’audience.

MOTION

On hearing of the Motion, Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as court-appointed monitor of 709280 NB LTD., 103232 P.E.I. INC., CAN-AM LOBSTER & SHELLFISH LTD., 103233 P.E.I. INC., 103234 P.E.I. INC., 3249640 NOVA SCOTIA LIMITED and 12588129 CANADA INC. (collectively, the “**Companies**”), intends to apply for the following relief:

1. An Order, substantially in the form and substance of the draft order attached hereto as Schedule “B” (the “**Discharge Order**”), *inter alia*:
 - a) If necessary, abridging and validating the timing and method of service of the Notice of Motion, the 10th report of the Monitor dated June 12, 2025 (the “**Final Report**”) and/or the Record on Motion so that the Motion is properly returnable and further service is dispensed with;
 - b) Approving the activities of the Monitor, as set out in the Final Report of the Monitor dated June 12, 2025;
 - c) Approving the fees and disbursements of the Monitor and the Monitor’s counsel, as set out in the Final Report of the Monitor;
 - d) Authorizing and directing the Monitor to distribute, from the funds currently held, the following amounts:
 - a. \$15,000 to the Canada Revenue Agency as payment of the CRA Trust Claim (as defined in the Ninth Report);
 - b. \$389,324 to Toronto-Dominion Bank in reduction of the Debtors’ indebtedness to Toronto-Dominion Bank;
 - e) Declaring that Toronto-Dominion Bank, in its capacity as secured creditor of the Companies, is entitled pursuant to its security to enforce the Companies’ rights under all agreements giving rise to the accounts receivable presently owing to the Companies, including the right to collect such amounts and to discharge the obligations of account debtors thereunder;
 - f) Terminating these *Companies Creditors Arrangement Act* (“**CCAA**”) proceedings upon the service of a monitor’s certificate

certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed to the satisfaction of the Monitor (the “**Monitor’s Certificate**”) on the service list in these CCAA proceedings (the “**Service List**”);

- g) Discharging Deloitte in its capacity as Monitor and declaring that Deloitte shall have no further duties or obligations pursuant to the terms of the Discharge Order or pursuant to the provisions of the CCAA;
- h) Declaring that all steps taken by and activities of the Monitor, as outlined in the reports of the Monitor filed in the within matter including, without limitation, the Final Report, and all amounts distributed by the Monitor are hereby approved;
- i) Declaring that Deloitte has duly and properly discharged its duties, responsibilities and obligations as Monitor and is hereby discharged and released from any and all further obligations as Monitor, or any claims which have been raised or could have been raised in these proceedings and any and all liability in respect of any act done or default made by Deloitte or any acts or omissions of Deloitte in respect of its conduct as Monitor pursuant to its appointment;
- j) Declaring that, notwithstanding the release and discharge of Deloitte as Monitor, the terms beneficial to Deloitte as set out in any Order of the Court shall remain in full force and effect;
- k) Discharging David Boyd, representative of Resolve Advisory Services Ltd., in his capacity as the CRO of the Debtors in these CCAA proceedings and declaring that the CRO shall have no further duties or obligations pursuant to the terms of the Discharge Order or pursuant to the provisions of the CCAA; and
- l) Releasing the Administration Charge, the Directors’ and Officers’ Charge (the “**D&O Charge**”), and the DIP Lender’s Charge granted by this Court in these CCAA proceedings.

2. Such further and other relief as may be just.

Upon the hearing of the motion, Deloitte intends to argue the following grounds and rely upon the following statutory provisions or rules:

A l'audience de la motion, la partie donnant l'avis de motion invoquera les motifs et les dispositions législatives ou règles suivantes :

3. The Monitor has taken all reasonable steps, as set out in the Final Report of the Monitor, to bring the real and personal property subject to these proceedings (the “**Property**”) to market and to achieve the best reasonable recovery for the benefit of the Respondents’ creditors;
4. The distributions contemplated by the Distribution and Stay Order dated October 30, 2024, have been completed to the satisfaction of the Monitor;
5. The Monitor proposes a further distribution to Toronto-Dominion Bank in the amount of \$389,324 in further reduction of the Debtor’s indebtedness to Toronto-Dominion Bank;
6. The Monitor also proposes a further distribution to CRA in the amount of \$15,000 in satisfaction of the CRA Trust Claim;
7. The D&O Charge was granted pursuant to the Initial Order of this Court dated September 21, 2023, as security for indemnity obligations of the Companies in favour of their directors and officers arising during the course of these CCAA proceedings. The CCAA proceedings are now being terminated, the Companies have ceased operations, and the Monitor is not aware of any outstanding or anticipated claims requiring recourse to the D&O Charge;
8. The interim financing facility that formed the basis of the DIP Lender’s Charge has been fully satisfied and repaid in accordance with its terms;
9. The only remaining assets of the Respondents are various accounts receivable (the “**Remaining Assets**”). The Remaining Assets will be

dealt with by Deloitte in its capacity as private receiver of the Respondents, following its appointment by the principal secured creditor, Toronto-Dominion Bank, pursuant to the General Security Agreement dated May 19, 2022, granted in favour of Toronto-Dominion Bank;

10. In performing the activities outlined in the Final Report of the Monitor, the Monitor and the Monitor's counsel have provided professional services and incurred disbursements, as set out in the Final Report of the Monitor;

11. It is just and reasonable in all of the circumstances that these CCAA proceedings be brought to an end and the Monitor be discharged; and

12. Such further and other grounds as counsel may advise and this Honourable Court may permit.

UPON the hearing of the motion the following affidavit or other documentary evidence will be presented:

A l'audience de la motion, la partie donnant l'avis de motion invoquera les motifs et les dispositions législatives ou règles suivantes:

- a) The Final Report of the Receiver dated June 12, 2025;
- b) Affidavit of Gavin Macdonald sworn on June 9, 2025;
- c) Affidavit of James Foran sworn on June 10, 2025; and
- d) Such further and other affidavits or documentary evidence as counsel for the Applicant may advise and this Honourable Court may permit.

You are advised that:

Sachez que:

- (a) you are entitled to issue documents and present evidence at the hearing in English or French or both;

- (a) vous avez le droit d'émettre des documents et de présenter votre preuve à l'audience en français, en anglais ou dans les deux langues;

(b) the moving party intends to proceed in the **English** language; and

(c) if you intend to proceed in the other official language, an interpreter may be required and you must so advise the Clerk at least 5 days before the hearing.

(b) la partie donnant l'avis de motion a l'intention d'utiliser la langue **anglaise**; et

(c) si vous avez l'intention d'utiliser l'autre langue officielle, les services d'un interprète pourront être requis et vous devrez un aviser le greffier au moins 5 jours avant l'audience.

DATED at Moncton, N.B., this 12th day of June, 2025.



Gavin G. MacDonald
Simon-Pierre Godbout
Solicitors for the Moving Party,
Deloitte Restructuring Inc.

FAIT à Moncton, N.-B., le _____ jour de _____, 20__.

Cox & Palmer

Blue Cross Centre
644 Main Street, Suite 500
Moncton NB E1C 1E2
Tel: (506) 856-9800
Fax: (506) 856-8150
gmacdonald@coxandpalmer.com
spgodbout@coxandpalmer.com

SCHEDULE "A"

Service List

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK
TRIAL DIVISION
JUDICIAL DISTRICT OF SAINT JOHN

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c.C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 709280 NB LTD., 103232 P.E.I. INC.,
CAN-AM LOBSTER & SHELLFISH LTD., 103233 P.E.I.
INC., 103234 P.E.I. INC., 3249640 N.S. LIMITED and
12588129 CANADA INC. (each a "Company" and
collectively the "Companies")**

B E T W E E N :

THE TORONTO-DOMINION BANK

APPLICANT

- and -

**709280 NB LTD., 103232 P.E.I. INC., CAN-AM LOBSTER
& SHELLFISH LTD., 103233 P.E.I. INC., 103234 P.E.I.
INC., 3249640 N.S. LIMITED and 12588129 CANADA
INC.**

RESPONDENTS

SERVICE LIST

NORTON ROSE FULBRIGHT CANADA LLP 222 Bay Street, Suite 3000, P.O. Box 53 Toronto, ON M5K 1E7 Jennifer Stam Tel: 416.202.6707 jennifer.stam@nortonrosefulbright.com Arnold Cohen arnold.cohen@nortonrosefulbright.com Michele Friel michele.friel@nortonrosefulbright.com Lawyers for the Applicant	COX & PALMER Nova Centre – South Tower 1500-1625 Grafton Street Halifax, NS B3J 0E8 Gavin MacDonald GMacDonald@coxandpalmer.com Simon-Pierre Godbout spgodbout@coxandpalmer.com Counsel for the Monitor
--	---

<p>DELOITTE RESTRUCTURING INC. 1741 Lower Water St. Suite 800 Halifax, NS B3J 0J2 Email: southshoreseafoods@deloitte.ca</p> <p>James Foran jforan@deloitte.ca</p> <p>Kurt Macleod kmacleod@deloitte.ca</p> <p>Warren Leung waleung@deloitte.ca</p> <p>Jorden Sleeth jsleeth@deloitte.ca</p> <p>The Monitor</p>	<p>RESOLVE ADVISORY SERVICES LTD</p> <p>David Boyd davidboyd.resolve@gmail.com</p> <p>Chief Restructuring Officer</p>
<p>STEWART MCKELVEY Queen's Marque 600-1741 Lower Water Street Halifax, NS B3J 0J2</p> <p>Maurice Chiasson, K.C. Tel: 902.420.3300 mchiasson@stewartmckelvey.com</p> <p>Counsel for the Respondents</p>	<p>709280 NB LTD., 103232 P.E.I. INC., CAN-AM LOBSTER & SHELLFISH LTD., 103233 P.E.I. INC., 103234 P.E.I. INC., 3249640 N.S. LIMITED AND 12588129 CANADA INC.</p> <p>Michel Jacob michel@southshoreseafoods.ca</p> <p>Tim Williston tim@southshoreseafoods.ca</p> <p>The Respondents / Debtors</p>
<p>THORNTON GROUT FINNIGAN LLP 100 Wellington Street, West Toronto-Dominion Centre Toronto, ON M5K1K7</p> <p>Leanne Williams Tel: 416.304.0060 lwilliams@tgf.ca</p> <p>Patrick Power PPower@tgf.ca</p> <p>Lawyers for Business Development Bank of Canada and BDC Capital Inc.</p>	

THUNDER COVE INVESTMENTS INC. Box 1600 Summerside, PE C1N 2V5 902.853.7160 warrenellis@summersidechrysler.pe.ca	MAPLEWOOD TRUST, by its Trustee, Warren Ellis warrenellis@summersidechrysler.pe.ca
ROBERT ARSENAULT 7823 Route 11 Wellington, PEI afm@bellaliant.com	DEWIS COOKE 2 Water Street, Apt 1 Charlottetown, PEI C1A 1A1 cookedewis@gmail.com
RANDY COOKE 129 Navoo Road O'Leary RR1, PEI C0B 1Vo hcs@pei.aibn.com	MURPHY'S LIMITED LIABILITY COMPANY 1224 Buttonwood Lane Sanibel, FL 33957 johnjpshellfish@gmail.com
BTW HOLDINGS INC. PO Box 1651 Summerside, PEI C1N 2V5 dewis@bythewaterlobster.com	KEY MURRAY LAW 494 Granville Street, PO Box 1570 Summerside, PE C1N 4K4 Derek Key, K.C. Tel: 902.436.4851 derek.key@keymurraylaw.com Lawyers for Dewis Cooke, Randy Cooke, Murphy's Limited Liability Company and BTW Holdings Inc.
CANADA REVENUE AGENCY Insolvency Division P.O. Box 638, Stn Central 145 Hobsons Lake Drive Halifax, NS B3J 2T5 Devon.Steele@cra-arc.gc.ca SHAWINIGAN-SUD NATIONAL VERIFICATION AND COLLECTION CENTRE Canada Revenue Agency 4695 Shawinigan-Sud Blvd. Shawinigan QC G9P 5H9	ATTORNEY GENERAL OF CANADA, DEPARTMENT OF JUSTICE Tax Law Services Atlantic Regional Office Suite 1400, Duke Tower 5251 Duke Street Halifax, NS N3J 1P3 AGC_PGC_ARO-BRA@JUSTICE.GC.CA Deanna M. Frappier, K.C. Deanna.frappier@justice.gc.ca

<p>KEY MURRAY LAW 494 Granville Street, PO Box 1570 Summerside, PE C1N 4K4</p> <p>Andrew G. MacDonald Tel: 902.436.4632 Andrew.MacDonald@keymurraylaw.com</p> <p>Lawyers for Jeff Wood</p>	<p>ATLANTIC CANADA OPPORTUNITIES AGENCY LEGAL SERVICES Department of Justice, Government of Canada</p> <p>644 Main Street PO Box 6051 Moncton, NB E1C 9J8</p> <p>Corinne A. Godbout corinne.godbout@justice.gc.ca</p> <p>Karine Le Breton Karine.LeBreton@justice.gc.ca</p>
<p>ATLANTIC CANADA OPPORTUNITIES AGENCY LEGAL SERVICES Department of Justice, Government of Canada</p> <p>644 Main Street PO Box 6051 Moncton, NB E1C 9J8</p> <p>Special Account Unit recovery-recouvrement@acoa-apeca.gc.ca</p>	

PPSA Registrants

TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC. 630-401 The West Mall Toronto, ON M9C 5J5	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 3450 Superior Court, Unit 1 Oakville, ON L6L 0C4
THE BANK OF NOVA SCOTIA 10 Wright Boulevard Stratford, ON N5A 7X9	THE ROYAL BANK OF CANADA 10 York Mills Road, 3rd Floor Toronto, ON M2P 0A2

Municipalities

Municipality of the District of Argyle Argyle Municipal Office 5 J.E. Hatfield Ct., PO Box 10 Tusket NS B0W 3M0 Attention: Marsha d'Eon, Director of Finance Email: mdeon@munargyle.com	TOWN OF BORDEN PO Box 89 20 Dickie Road Borden-Carleton, PE C0B1X0 Tel: 902-437-2225 Fax: 902-437-2610
CITY OF SUMMERSIDE 275 Fitzroy Street, Summerside PE C1N 1H9 Tel: (902) 432-0103	

SCHEDULE "B"

**Draft Order
(Discharge Order)**

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK

TRIAL DIVISION

JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c.C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 709280 NB LTD., 103232 P.E.I. INC.,
CAN-AM LOBSTER & SHELLFISH LTD., 103233 P.E.I. INC.,
103234 P.E.I. INC., 3249640 NOVA SCOTIA LIMITED and
12588129 CANADA INC. (each a "Company" and
collectively the "Companies")

B E T W E E N :

THE TORONTO-DOMINION BANK

APPLICANT

- and -

709280 NB LTD., 103232 P.E.I. INC., CAN-AM LOBSTER
& SHELLFISH LTD., 103233 P.E.I. INC., 103234 P.E.I.
INC., 3249640 NOVA SCOTIA LIMITED and 12588129
CANADA INC.

RESPONDENTS

ORDER
(Termination and Discharge)

THIS MOTION, made by Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as the court-appointed Monitor (the "**Monitor**") of 709280 NB LTD., 103232 P.E.I. INC., CAN-AM LOBSTER & SHELLFISH LTD., 103233 P.E.I. INC., 103234 P.E.I. INC., 3249640 NOVA SCOTIA LIMITED and 12588129 CANADA INC. (collectively, the "**Debtors**"), for an order, among other things:

- (i) Approving the activities of the Monitor, as set out in the 10th report of the Monitor dated June 12, 2025 (the "**Final Report**");

- (ii) Approving the fees and disbursements of the Monitor and the Monitor's counsel, as set out in the Final Report of the Monitor;
- (iii) Terminating these CCAA proceedings;
- (iv) Discharging Deloitte in its capacity as Monitor and declaring that Deloitte shall have no further duties or obligations pursuant to the terms of the Discharge Order or pursuant to the provisions of the *Companies Creditors Arrangement Act* ("CCAA");
- (v) Declaring that all steps taken by and activities of the Monitor, as outlined in the reports of the Monitor filed in the within matter including, without limitation, the Final Report, and all amounts distributed by the Monitor are hereby approved;
- (vi) Declaring that Deloitte has duly and properly discharged its duties, responsibilities and obligations as Monitor and is hereby discharged and released from any and all further obligations as Monitor, or any claims which have been raised or could have been raised in these proceedings and any and all liability in respect of any act done or default made by Deloitte or any acts or omissions of Deloitte in respect of its conduct as Monitor pursuant to its appointment;
- (vii) Declaring that, notwithstanding the release and discharge of Deloitte as Monitor, the terms beneficial to Deloitte as set out in any Order of the Court shall remain in full force and effect;
- (viii) Discharging David Boyd, representative of Resolve Advisory Services Ltd., in his capacity as the CRO of the Debtors in these CCAA proceedings and declaring that the CRO shall have no further duties or obligations pursuant to the terms of the Discharge Order or pursuant to the provisions of the CCAA; and
- (ix) Releasing the Administration Charge, the D&O Charge, and the DIP Lender's Charge granted by this Court in these CCAA proceedings;

was heard on the 17th day of June, 2025;

UPON reading the Notice of Motion and the Final Report;

AND UPON hearing the submissions of counsel for the Applicant, the Monitor and those other parties present, and no one appearing on the Service List, although duly served as appears from the Affidavit of Service of Janice Barrieau dated June __, 2025.

AND UPON reading the material as filed by counsel;

IT IS HEREBY ORDERED AS FOLLOWS:

DEFINED TERMS

1. All terms not otherwise defined in this Order shall have the meanings ascribed to them in the initial Order of this Court dated September 21, 2023, as amended by the subsequent Orders of this Court (the “**Initial Order**”).

SERVICE

2. The service of the Notice of Motion, the Record on Motion and the Eighth Report, as set out in the Affidavit of Service, is deemed adequate so that this Motion is properly returnable today and further service thereof is hereby dispensed with.

APPROVAL OF THE MONITOR’S ACTIVITIES

3. The actions of the Monitor, as specified in the Final Report, be and are hereby approved.

APPROVAL OF FEES

4. The fees and disbursements of the Monitor and its counsel as described in the Monitor’s Final Report be and are hereby approved.

DISTRIBUTIONS

5. The Monitor is hereby authorized and directed to distribute, from the funds currently held, the following amounts:

- (i) \$15,000 to the Canada Revenue Agency as payment of the CRA Trust Claim (as

defined in the Notice of Motion);

- (ii) \$389,324 to Toronto Dominion Bank in reduction of the Debtors' indebtedness to Toronto Dominion Bank;

DEBTORS' ACCOUNTS RECEIVABLE

6. Toronto-Dominion Bank, in its capacity as secured creditor of the Debtors, be and is entitled pursuant to its security to enforce the Debtors' rights under all agreements giving rise to the accounts receivable presently owing to the Debtors, including the right to collect such amounts and to discharge the obligations of account debtors thereunder.

TERMINATION OF CCAA PROCEEDINGS

7. Upon service by the Monitor of an executed certificate in substantially the form attached hereto as Schedule "B" (the "**Monitor's Certificate**") on the Service List certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed to the satisfaction of the Monitor, the CCAA proceedings shall be terminated without any further act or formality of this Court (the "**CCAA Termination Time**"); provided, however, that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any actions or steps taken by any person in accordance therewith.

8. The Monitor is hereby directed to file a copy of the Monitor's Certificate with the Court as soon as reasonably practicable following service thereof on the Service List.

DISCHARGE OF MONITOR AND RELEASE

9. Effective at the CCAA Termination Time and subject to the terms of this Order, the appointment of Deloitte as Monitor in these CCAA proceedings pursuant to the Initial Order shall be and is hereby terminated and Deloitte is discharged from any further duties, obligations or responsibilities in its capacity as Monitor pursuant to the Orders made in these proceedings from and after the CCAA Termination Time, provided that Deloitte shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all

approvals of its activities, protections and stays of proceedings in favour of Deloitte in its capacity as Monitor.

10. The Monitor is hereby granted leave to effect discharge of any interest it may have recorded, or that has been recorded, in the Monitor's or the Applicant's name in or to the assets or undertaking of the Applicant as same may appear in any public registry.

11. This Court Orders and Declares that Deloitte is hereby released and discharged from any and all liability that Deloitte now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte while acting in its capacity as the Monitor. Without limiting the generality of the foregoing, Deloitte is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in these proceedings, provided that nothing herein shall relieve Deloitte from any liability arising out of gross negligence or willful misconduct on the part of Deloitte while acting in its capacity as the Monitor in these proceedings. No action, application or other proceeding in any way arising from or related to the performance or intended performance of the Monitor's mandate or any activity in these proceedings shall be taken, made or continued against the Monitor without the leave of this Court first being obtained.

DISCHARGE OF CRO

12. As of the date of this Order, the appointment of David Boyd, representative of Resolve Advisory Services Ltd., as CRO of the Debtors in these CCAA proceedings pursuant to the Initial Order be and is hereby terminated and David Boyd is discharged from any further duties, obligations, liabilities or responsibilities as the CRO pursuant to the Orders made in these proceedings from and after the date of this Order.

13. Notwithstanding any provision of this Order, the CRO's discharge or the termination of these CCAA proceedings, nothing herein shall affect, vary, derogate from, limit or amend, and the CRO shall continue to have the benefit of any of the rights, approvals and protections in favour of the CRO at law or pursuant to the CCAA or the Orders made in these proceedings, all of which are expressly continued and confirmed following the date of this Order, including in connection with any actions taken by the CRO following the date of this Order with respect to the Applicants or these CCAA proceedings.

RELEASE OF COURT ORDERED CHARGES

14. The Administrative Charge shall be terminated, released and discharged upon payment of the fees and disbursements of the Monitor and its counsel, as described in the Monitor's Final Report, together with any applicable taxes thereon and the Monitor's receipt of payment shall be sufficient evidence of discharge.

15. The D&O Charge shall be and is hereby terminated, released and discharged at the CCAA Termination Time without any further act, formality or order of this Court.

16. The DIP Lender's Charge be and is hereby terminated, released and discharged at the CCAA Termination Time without any further act, formality or order of this Court.

Dated at Saint John, New Brunswick, this 17th day of June, 2025.

Justice of the Court of King's Bench
of New Brunswick