

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

Record on Motion on behalf of the Moving Party, Deloitte Restructuring Inc.,  
in its capacity as Court Appointed Monitor of the Companies  
for the Motion returnable June 17, 2025, at 1:30 p.m.

**Gavin MacDonald**  
**Simon-Pierre Godbout**

**COX & PALMER**

Nova Centre – South Tower  
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Halifax, NS N3J 0E8  
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Solicitors for the Monitor,  
Deloitte Restructuring Inc.

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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 **17<sup>th</sup> 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 :

- |   |   |
|---|---|
| <p>(a) You are entitled to issue documents and present evidence at the hearing in French or English or both;</p>  | <p>(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;</p>   |
| <p>(b) The Monitor intends to proceed in the ENGLISH language; and</p>  | <p>(b) le requérant a l'intention d'utiliser la langue ANGLAISE; et</p>   |
| <p>(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.</p> | <p>(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.</p> |

## 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 10<sup>th</sup> 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 12<sup>th</sup> day of June, 2025.




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

FAIT à Moncton, N.-B., le \_\_\_\_\_ jour de \_\_\_\_\_, 20\_\_.

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**Cox & Palmer**

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644 Main Street, Suite 500  
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**SCHEDULE "A"**

**Service List**

Court File No.: SJM/125/2023

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")

BETWEEN:

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

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

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

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

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

**PPSA Registrants**

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

**Municipalities**

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

**SCHEDULE "B"**

**Draft Order  
(Discharge Order)**

Court File No.: SJM/125/2023

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 10<sup>th</sup> 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 17<sup>th</sup> 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 17<sup>th</sup> day of June, 2025.

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

Court File No.: SJM/125/2023

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.

BETWEEN:

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

**AFFIDAVIT OF GAVIN MACDONALD**

I, Gavin MacDonald, make oath and say as follows:

1. I am a Partner with the law firm Cox & Palmer and the solicitor of the court-appointed monitor, Deloitte Restructuring Inc. in the within matter and as such, I have personal knowledge of the evidence sworn to in this affidavit except where otherwise stated to be based on information or belief.
2. I had primary carriage of this proceeding at Cox & Palmer.

3. Attached hereto and marked as Exhibit "A" are true copies of the detailed invoices issued by Cox & Palmer for fees and disbursements (collectively, the "Invoices") in this matter covering the period of October 1, 2024 to March 31, 2025:

Invoice Number	Invoice Date	Amount
101167822	December 31, 2024	\$1,329.71
101172986	March 31, 2025	\$12,365.90
TOTAL:		\$13,365.90

4. As detailed in the Invoices, from the period of October 1, 2024 to March 31, 2025, Cox & Palmer's invoiced fees amount to \$11,714 and Cox & Palmer incurred and invoiced disbursements in the amount of \$203,83 plus Harmonized Sales Tax (HST) on fees and disbursements in the amount of \$1,777.78 for a total of \$13,365.90. A schedule summarizing the invoiced fees is attached hereto and marked as Exhibit "B".
5. The Invoices are a fair and accurate description of the services provided and the amounts charged by Cox & Palmer.
6. The fees set out in the invoices are calculated on the basis of the hours spent by Cox & Palmer personnel, multiplied by the applicable standard hourly rates charged by Cox & Palmer. The total time comprised in the Invoices is 34.4 hours at an average hourly rate of approximately \$353.33. To the best of my knowledge and belief, the rates charged by Cox & Palmer throughout these proceedings are comparable to the rates charged by other law firms in the Atlantic Provinces for the provisions of similar services.
7. I have reviewed the account of Cox & Palmer and do verily believe that :
- (a) Cox & Palmer's professional fees and disbursements have been properly incurred and are fair and reasonable in the circumstances;
  - (b) Cox & Palmer's fees in this matter are consistent to those charged by other law firms with the capacity to handle a file of comparable size and complexity;
  - (c) the work completed by Cox & Palmer was delegated to the appropriate professionals in Cox & Palmer with the appropriate seniority and appropriate hourly rates;
  - (d) the invoices were provided to the Monitor when rendered and all have been approved by the Monitor; and
  - (e) the services were performed by Cox & Palmer in a prudent and economical manner.



*This is Exhibit "A" referred to in the Affidavit of  
Gavin MacDonald sworn before me on the 9<sup>th</sup>  
day of June, 2025.*

A handwritten signature in blue ink, appearing to be 'Erin M. Huntington', written over a horizontal line.

Signature

**Erin M. Huntington**  
A Barrister & Solicitor of the  
Supreme Court of Nova Scotia

PO Box 2380 Central  
Nova Centre, South Tower  
1500-1625 Grafton Street  
Halifax, NS B3J 0E8  
Tel: (902) 421-6262  
Fax: (902) 421-3130

South Shore Seafoods Ltd.  
Attention: James Foran  
c/o Deloitte Restructuring Inc.  
Suite 800 1741 Lower Water Street  
Halifax, NS B3J 0J2

December 31, 2024  
File #10039598-00005  
Your Ref:  
HST REG.#R119436244  
**Client # 10039598**

**INVOICE SUMMARY**

Invoice # 101167822  
RE: South Shore Group

Professional Fees for this Invoice	1,121.50
Other Taxable Charges	1.96
Other Non-Taxable Charges	0.00
Taxable Disbursements for this Invoice	32.81
Non-Taxable Disbursements for this Invoice	0.00
HST	173.44
<b>Total Invoice</b>	<b>\$1,329.71</b>

**BALANCE NOW DUE**

**\$1,329.71**

**Payment Instructions:**

**File Number:** 10039598-00005  
**Bill Number:** 101167822  
**Balance Due:** \$1,329.71

Paying by cheque: Please return this page with payment.

E-Transfer Payments: please email [nsreceivables@coxandpalmer.com](mailto:nsreceivables@coxandpalmer.com). Please add 10039598 in the message option.

Online Banking: please add Cox & Palmer as a payee and enter your 8-digit client number 10039598 when prompted for an account.

Other Payment Options: Cash, Visa, Mastercard, Amex, In Office Debit, Wire.

Terms: An interest charge of 12% per annum is payable on the balance not paid within 45 days of the date of the invoice.

South Shore Seafoods Ltd.  
Attention: James Foran  
c/o Deloitte Restructuring Inc.  
Suite 800 1741 Lower Water Street  
Halifax, NS B3J 0J2

December 31, 2024  
File #10039598-00005  
Your Ref:  
HST REG.#R119436244  
Client # 10039598

Invoice #:101167822

**For professional services rendered in connection with this matter:**

RE: South Shore Group

<u>DATE</u>	<u>INITIALS</u>	<u>FEE DESCRIPTION</u>	<u>HOURS</u>
01 Nov 24	SPG	Email to Service List re: sending the executed Order (Distribution and Stay Extension).	0.20 hrs.
13 Nov 24	GDM	Review and respond to email re collection matter; call with J Foran re fisher collections.	0.50 hrs.
14 Nov 24	GDM	Calls with J Foran and counsel to purchaser re AFM accounts receivable.	0.50 hrs.
18 Nov 24	MK	Call with counsel, M. Fraser; Email correspondence re same; Review of settlement offer and status of file; Emails exchanged with G. MacDonald.	0.70 hrs.
20 Nov 24	MK	Call with G. MacDonald and M. Fraser re affidavits.	0.30 hrs.
22 Nov 24	MK	Finalize and send letter to court regarding affidavit.	0.30 hrs.
28 Nov 24	MK	Email exchange with opposing counsel regarding court deadlines and days required for hearing; Draft letter to court re same.	0.40 hrs.
29 Nov 24	MK	Letter re hearing sent to court scheduling.	0.20 hrs.
TOTAL FEES:			\$1,121.50

FEE SUMMARY

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>
Gavin D. MacDonald	1.00 hrs.	\$500.00
Simon-Pierre Godbout	0.20 hrs.	\$400.00
Meaghan Kells	1.90 hrs.	\$285.00
	<u>3.10 hrs.</u>	

**Taxable Other Charges:**

Printing (in-house)	\$1.96
Total Taxable Other Charges	<u>\$1.96</u>
Total Other Charges	<u>\$1.96</u>

**Taxable disbursements:**

Delivery & courier	\$32.81
Total Taxable Disbursements	\$32.81
Total Disbursements	\$32.81

**SUMMARY:**

Professional Fees for this Invoice	\$1,121.50
HST on Professional Fees	168.23
Total Professional Fees Including Taxes	\$1,289.73
Taxable Other Charges	\$1.96
HST on Other Charges	0.29
Total Other Charges Including Tax	\$2.25
Taxable Disbursements for this Invoice	32.81
HST on Disbursements	4.92
Total Disbursements Including Tax	\$37.73
Total Invoice	\$1,329.71
<b>Balance now due</b>	<b>CAD \$1,329.71</b>

PO Box 2380 Central  
Nova Centre, South Tower  
1500-1625 Grafton Street  
Halifax, NS B3J 0E8  
Tel: (902) 421-6262  
Fax: (902) 421-3130

South Shore Seafoods Ltd.  
Attention: James Foran  
c/o Deloitte Restructuring Inc.  
Suite 800 1741 Lower Water Street  
Halifax, NS B3J 0J2

March 31, 2025  
File #10039598-00005  
Your Ref:  
HST REG.#R119436244  
Client # **10039598**

**INVOICE SUMMARY**

Invoice # 101172986  
RE: South Shore Group

Professional Fees for this Invoice	10,592.50
Other Taxable Charges	85.06
Other Non-Taxable Charges	0.00
Taxable Disbursements for this Invoice	18.00
Non-Taxable Disbursements for this Invoice	66.00
HST	1,604.34
<b>Total Invoice</b>	<b>\$12,365.90</b>

**BALANCE NOW DUE**

**\$12,365.90**

**Payment Instructions:**

**File Number:** 10039598-00005  
**Bill Number:** 101172986  
**Balance Due:** \$12,365.90

Paying by cheque: Please return this page with payment.

E-Transfer Payments: please email [nsreceivables@coxandpalmer.com](mailto:nsreceivables@coxandpalmer.com). Please add 10039598 in the message option.

Online Banking: please add Cox & Palmer as a payee and enter your 8-digit client number 10039598 when prompted for an account.

Other Payment Options: Cash, Visa, Mastercard, Amex, In Office Debit, Wire.

Terms: An interest charge of 12% per annum is payable on the balance not paid within 45 days of the date of the invoice.

South Shore Seafoods Ltd.  
Attention: James Foran  
c/o Deloitte Restructuring Inc.  
Suite 800 1741 Lower Water Street  
Halifax, NS B3J 0J2

March 31, 2025  
File #10039598-00005  
Your Ref:  
HST REG.#R119436244  
Client # 10039598

Invoice #:101172986

**For professional services rendered in connection with this matter:**

RE: South Shore Group

<u>DATE</u>	<u>INITIALS</u>	<u>FEE DESCRIPTION</u>	<u>HOURS</u>
13 Jan 25	MK	Draft letter to opposing counsel regarding application and next steps; Brief meeting with G. MacDonald.	0.50 hrs.
17 Jan 25	GDM	Letter re status of litigation; report email to J Foran.	0.50 hrs.
17 Jan 25	MK	Finalize and send letter to counsel regarding dates for motion to dismiss; Emails to client re same and strategy.	0.40 hrs.
03 Feb 25	MK	Brief conference with G. MacDonald re next steps; Review of default documents and related rule; Begin draft documents.	0.50 hrs.
04 Feb 25	MK	Update to G. MacDonald re default motion.	0.30 hrs.
06 Feb 25	MK	Email to M. Fraser re timing of upcoming motion.	0.30 hrs.
10 Feb 25	MK	Email to counsel re motion; Draft motion documents; Email to G. MacDonald.	3.60 hrs.
11 Feb 25	GDM	Call with J Foran re status; review and finalize motion materials re judgment; instructions to M Kells re same.	1.00 hrs.
11 Feb 25	MK	Finalize motion for default under rule 5.24; Draft and compile affidavit re same; Email to client; Meet with client to sign affidavit; Review of case law re 5.24; Finalize and file documents with court.	3.30 hrs.
14 Feb 25	MK	Finalize affidavit of service for motion.	0.30 hrs.
18 Feb 25	MK	Brief discussion with G. MacDonald re settlement; Review of affidavit for hearing.	0.20 hrs.
19 Feb 25	GDM	Conference with M Kells re Feb 20 hearing; call with J Foran re hearing and possible settlement; call with defendant counsel re settlement.	0.50 hrs.
19 Feb 25	MK	Call and voicemail from opposing counsel; Emails exchanged with opposing counsel; Brief meeting with G. MacDonald re motion; Follow up to counsel; Call with counsel; Update to G. MacDonald and call with client; Follow up call to counsel regarding potential settlement; Email follow up to client re same; Email from counsel with settlement offer; Brief meeting with associate regarding judgment execution; Email	2.30 hrs.

		to client re same; Follow up call with G. MacDonald with instructions; Email confirming adjournment.	
19 Feb 25	LHB	Meet with Meaghan Kells to discuss enforcement of eventual judgment.	0.20 hrs.
20 Feb 25	MK	Email exchange with opposing counsel regarding adjournment; Attend chambers for motion under rule 5.24 requesting adjournment; Email update and request for instructions to client; Email update to opposing counsel; Further email exchanges with client regarding trial dates; Email to Court regarding return date for motion; Update to all parties; Revision to brief for application.	3.70 hrs.
21 Feb 25	DEC	Review of correspondence regarding hearing.	0.20 hrs.
21 Feb 25	MK	Email from client; Email response to client offering call; Follow up communication to Court re motion date.	0.50 hrs.
26 Feb 25	DEC	Review of correspondence to client regarding potential settlement and next steps.	0.10 hrs.
07 Mar 25	GDM	Review and respond re application brief.	0.30 hrs.
07 Mar 25	MK	Finalize brief for application; Draft letter to court re same; Update to G. MacDonald.	1.70 hrs.
10 Mar 25	MK	Follow up re status of filing; Email to counsel re filed documents.	0.30 hrs.
10 Mar 25	MK	Email from J. Foran; Brief call with G. MacDonald; Email response to J. Foran; Exchange with opposing counsel re settlement.	0.70 hrs.
11 Mar 25	MK	Exchanges with M. Fraser re settlement; Call with M. Fraser re same; Update and report to client re possibility of settlement; Exchange with client regarding financing.	1.10 hrs.
12 Mar 25	MK	Receipt and service of filed application brief.	0.20 hrs.
17 Mar 25	MK	Brief discussion with G. MacDonald re status; Email from client; Follow up to counsel; Email response to client.	0.50 hrs.
18 Mar 25	MK	Email from counsel with potential offer.	0.20 hrs.
19 Mar 25	GDM	Call with J Foran re Sea Well litigation; emails re same.	0.40 hrs.
19 Mar 25	MK	Email to client providing update; Brief update to G. MacDonald.	0.30 hrs.
19 Mar 25	MK	Email exchange and call with M. Fraser re settlement; Email to J. Foran with update.	0.50 hrs.
20 Mar 25	MK	Various emails exchanged with counsel regarding potential settlement.	0.50 hrs.
21 Mar 25	MK	Follow up with counsel; Emails exchanged regarding timing of settlement.	0.40 hrs.
25 Mar 25	GDM	Draft assignment of debt; email same to R Arsenault counsel.	0.50 hrs.
25 Mar 25	MK	Email from counsel re settlement; Email to client with update.	0.30 hrs.
27 Mar 25	MK	Emails exchanged with counsel regarding potential settlement; Further emails re same; Voicemail re	0.40 hrs.

28 Mar 25	MK	settlement. Emails exchanged with counsel regarding potential settlement; Emails regarding limitation period question; Brief conference with G. MacDonald re limitation; Further emails re settlement; Request for updates from client; Call with M. Fraser re settlement and Monday motion; Further exchanges with counsel re funds and timing of same.	1.30 hrs.
29 Mar 25	MK	Further correspondence with counsel for debtor re settlement.	0.40 hrs.
30 Mar 25	MK	Email update to client providing settlement status; Exchange with G. MacDonald re same.	0.40 hrs.
31 Mar 25	MK	Emails exchanged with counsel re trust funds; Call with counsel; Exchange with G. MacDonald; Attendance at court to confirm settlement; Email update to counsel re funds; Email update to client.	2.50 hrs.
TOTAL FEES:			\$10,592.50

**FEE SUMMARY**

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>
Gavin D. MacDonald	3.20 hrs.	\$500.00
Devon E. Cassidy	0.30 hrs.	\$375.00
Meaghan Kells	27.60 hrs.	\$320.00
Leandra H. Bouman	0.20 hrs.	\$240.00
	<u>31.30 hrs.</u>	

**Taxable Other Charges:**

Binding	\$18.00
Photocopies	1.05
Printing (in-house)	66.01
Total Taxable Other Charges	<u>\$85.06</u>

Total Other Charges \$85.06

**Non-taxable disbursements:**

Prothonotary's Fees (NT) \$66.00

Total Non-Taxable Disbursements: \$66.00

**Taxable disbursements:**

Delivery & courier \$18.00

Total Taxable Disbursements \$18.00

Total Disbursements	\$84.00
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**SUMMARY:**

Professional Fees for this Invoice	\$10,592.50
HST on Professional Fees	1,588.88
Total Professional Fees Including Taxes	\$12,181.38

Taxable Other Charges	\$85.06
HST on Other Charges	12.76
Total Other Charges Including Tax	\$97.82

Taxable Disbursements for this Invoice	18.00
Non-Taxable Disbursements for this Invoice	66.00
HST on Disbursements	2.70
Total Disbursements Including Tax	\$86.70

Total Invoice	\$12,365.90
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<b>Balance now due</b>	<b>CAD \$12,365.90</b>
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*This is Exhibit "B" referred to in the Affidavit of  
Gavin MacDonald sworn before me on the 9<sup>th</sup>  
day of June, 2025.*



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Signature

**Erin M. Huntington**  
A Barrister & Solicitor of the  
Supreme Court of Nova Scotia

## SUMMARY OF FEES

Calculation of Average Hourly Billing Rates of  
CP for the Initial Period

Invoice No.	Fees	Disburs.	HST	Hours	Average Hourly Rate	Total
101167822	\$1,121.60	\$34.77	\$173.44	3.1	\$395.00	\$1,329.71
101172986	\$11,714.00	\$169.06	\$1,777.78	31.3	\$358.75	\$12,365.90
					<b>Total Fees</b>	<b>\$13,365.90</b>

Court File No.: SJM/125/2023

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.

BETWEEN:

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

## AFFIDAVIT OF JAMES FORAN

I, James Foran, make oath and say as follows:

1. I am a Senior Vice President with Deloitte Restructuring Inc. ("**Deloitte**"), the Court Appointed Monitor in the within matter and as such, I have personal knowledge of the evidence sworn to in this affidavit except where otherwise stated to be based on information or belief.
2. I had primary carriage of this proceeding at Deloitte.

3. Attached hereto and marked as **Exhibit "A"** are true copies of the detailed invoices issued by Deloitte for fees and disbursements (collectively, the **"Invoices"**) in this matter covering the period of October 1, 2024 to March 31, 2025, including an accrual to complete the administration of the estate (the **"Period"**).
4. As detailed in the Invoices, for the Period, Deloitte's invoiced fees amount to \$53,228.42.50 and Deloitte incurred and invoiced disbursements in the amount of \$630.92, plus Harmonized Sales Tax (HST) on fees and disbursements in the amount of \$7,784.27 for a total of \$61,012.69.
5. The Invoices are a fair and accurate description of the services provided and the amounts charged by Deloitte.
6. The fees set out in the invoices are calculated on the basis of the hours spent by Deloitte personnel, multiplied by the applicable standard hourly rates charged by Deloitte. The total time comprised in the Invoices is 111.4 hours at an average hourly rate of approximately \$472.15. To the best of my knowledge and belief, the rates charged by Deloitte throughout these proceedings are comparable to the rates charged by other insolvency firms in the Atlantic Provinces for the provisions of similar services.
7. Attached hereto and marked as **Exhibit "B"** is a schedule summarizing the billing rates, total hours and total fees charges for each professional that has completed work on this file during the Period.
8. I have reviewed the account of Deloitte and do verily believe that:
  - (a) Deloitte's professional fees and disbursements have been properly incurred and are fair and reasonable in the circumstances;
  - (b) Deloitte's fees in this matter are consistent to those charged by insolvency firms with the capacity to handle a file of comparable size and complexity;
  - (c) the work completed by Deloitte was delegated to the appropriate professionals in Deloitte with the appropriate seniority and appropriate hourly rates;
  - (d) the invoices were provided to the Applicant when rendered and all have been approved by the Applicant, and
  - (e) the services were performed by Deloitte in a prudent and economical manner.
9. I make this affidavit in support of a motion by the Monitor, for, among other things, the approval of the fees and disbursements of Deloitte.



This is Exhibit "A" referred to in the Affidavit of James Foran sworn before me on the 10<sup>th</sup> day of June, 2025.



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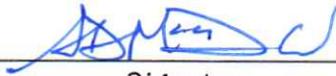
Signature

**IRVIN D. F. MACDONALD**  
A Barrister of the Supreme  
Court of Nova Scotia

**South Shore Seafood Group**  
**Summary by individual of Deloitte Restructuring Inc. ("Deloitte") - Court Appointed Monitor**  
**For the period September 1, 2023 to March 31, 2025**  
**Prepared on June 9, 2025**

Individual	Title	Hours	Rate	Fees	Disbursements	HST	Total
James Foran	Senior Vice President	32.00	580.86	18,587.50	598.08	2,877.84	22,063.42
Jorden Sleeth	Senior Vice President	0.40	575.00	230.00		34.50	264.50
Megan Waterhouse	Vice President	4.10	500.00	2,050.00		307.50	2,357.50
Tim Sherren	Manager	0.50	400.00	200.00		30.00	230.00
Colleen O'Brien	Manager	6.50	380.38	2,472.50	-	370.88	2,843.38
Ian Lewis	Associate	14.80	324.32	4,800.00	-	720.00	5,520.00
Katelyn Parsons	Associate	13.10	325.00	4,257.50		638.63	4,896.13
		71.40	456.55	32,597.50	598.08	4,979.34	38,174.92
Mailing					32.84	4.94	37.78
					32.84	4.94	37.78
Accrual- wind-up activities				20,000.00	630.92	4,984.27	38,212.69
Total				52,597.50	630.92	7,784.27	61,012.69

This is Exhibit "B" referred to in the Affidavit of James Foran sworn before me on the 10<sup>th</sup> day of June, 2025.



---

Signature

**GAVIN D. F. MACDONALD**  
A Barrister of the Supreme  
Court of Nova Scotia

South Shore Seafood Group  
 Summary of invoices of Deloitte Restructuring Inc. ("Deloitte") - Court Appointed Monitor  
 For the period September 1, 2023 to March 31, 2025  
 Prepared on June 9, 2025

Invoice #	Period	Hours	Net Fees	Average Rate	Disbursements	HST	Total
8005630412	October 1, 2024 to October 31, 2024	25.30	13,707.50	541.80	630.92	2,150.76	16,489.18
8005630411	November 1, 2024 to November 30, 2024	5.10	2,642.50	518.14	-	396.38	3,038.88
8006056228	December 1, 2024 to March 31, 2025	41.00	16,247.50	396.28	-	2,437.13	18,684.63
		71.40	32,597.50	456.55	630.92	4,984.27	38,212.69
	Accrual - estate wind-up activities	40.00	20,000.00	500.00		2,800.00	22,800.00
Total		111.40	52,597.50	472.15	630.92	7,784.27	61,012.69

Court File No.: SJM/125/2023

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 "DEBTOR" and collectively the "DEBTORS")**

BETWEEN:

**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**

**TENTH REPORT OF THE MONITOR,  
DELOITTE RESTRUCTURING INC.**

**DATED JUNE 12, 2025**

## INTRODUCTION

1. On September 21, 2023, Toronto-Dominion Bank (the "**Applicant**") brought an application (the "**Initial Application**") before the Court of King's Bench of New Brunswick Trial Division (the "**Court**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") to, amongst other things, obtain a stay of proceedings for the Debtors to allow them to prepare for a going concern sale of the Debtors' business while exploring other restructuring alternatives.
2. On that same day, the Court granted orders (the "**Initial Orders**") in these CCAA proceedings (the "**CCAA Proceedings**") that, amongst other things:
  - i. appointed Deloitte Restructuring Inc. ("**Deloitte**") as the monitor of the Debtors (the "**Monitor**");
  - ii. appointed David Boyd, a representative of Resolve Advisory Services Ltd. as the chief restructuring officer (the "**CRO**") of the Debtors;
  - iii. ordered a stay of proceedings in favor of the Debtors up to and including October 1, 2023 (the "**Stay Period**");
  - iv. granted an administration charge in the amount of \$250,000 (the "**Administration Charge**") in favour of the Monitor, Monitor's counsel, Applicant's counsel, Debtors' counsel (limited to an aggregate maximum amount of \$25,000), and the CRO;
  - v. granted a directors' charge in favour of the directors and officers of the Debtors in the amount of \$375,000 (the "**Directors' Charge**"); and
  - vi. approved an interim financing facility with a maximum borrowing limit of \$3,000,000 (the "**DIP Facility**") provided by the Applicant and granted a charge in favor of the Applicant (the "**DIP Lender's Charge**").
3. Included in the report of the Proposed Monitor dated September 18, 2023 (the "**Pre-Filing Report**"), was the Debtors' 13-week cash flow projection for the period September 23 to December 22, 2023 (the "**Cash Flow Statement**").
4. On September 22, 2023, the Service List was provided with the Pre-Filing Report that contained the Cash Flow Statement.

5. On September 25, 2023, the Service List was provided with the First Report of the Monitor along with the proposed amended and restated orders (the "**September 25 Draft ARIOs**") and the proposed SISP Order to be sought at the hearing scheduled for September 28, 2023 (the "**Comeback Hearing**").
6. On September 27, 2023, the Monitor provided the Court with a supplemental first report (the "**Supplemental Report**") that provided an update on the Debtors' liquidity and financial position after the issuance of the First Report including events that, in the Monitor's view, resulted in a material adverse change in the Debtors' financial position. In addition to the Supplemental Report, the Court was provided with revised amended and restated Initial Orders (the "**Revised ARIOs**") considering the matters disclosed in the Supplemental Report, which, amongst other things, significantly shortened the stay extension and deferred approval of the SISP. Copies of the Supplemental Report and the Revised ARIOs were provided to the Service List on the same day.
7. As part of the Comeback Hearing, the Court granted the Revised ARIOs in these CCAA Proceedings that, amongst other things:
  - i. ordered a stay of proceedings in favor of the Debtors up to and including October 6, 2023 (the "**Revised Stay Period**"); and
  - ii. increased the quantum of the Administration Charge from \$250,000 to \$500,000 in favour of the Monitor, Monitor's counsel, Applicant's counsel, Debtors' counsel (limited to an aggregate maximum amount of \$25,000) and the CRO.
8. On October 4, 2023, the Monitor provided the Court with a second report (the "**Second Report**") that:
  - i. provided an update on the Subject Transactions (as defined in the Second Report);
  - ii. provided an update on the magnitude of Pre-Filing Supplier Payments made by the Debtors;
  - iii. provided an update on the Debtors' financial position;
  - iv. provided an update on the SISP; and
  - v. requested a further extension of the stay of proceedings to allow the Debtors and the Monitor to continue to work on a longer-term cash flow forecast.

9. On October 5, 2023, the Court granted an order (the "**Stay Extension Order**") extending the stay of proceedings to October 25, 2023 and scheduled the next motion in these CCAA Proceedings for the same day.
10. On October 16, 2023, the Monitor provided the Court with a third report (the "**Third Report**") that requested an order increasing the authorized borrowings under the DIP Facility from the principal amount of \$3,000,000 to \$4,000,000, which increase would be secured by the DIP Lender's Charge (the "**DIP Increase Order**").
11. On October 17, 2023, the Court granted the DIP Increase Order.
12. On October 23, 2023, the Monitor provided the Court with a fourth report (the "**Fourth Report**") that:
  - i. provided an update on the activities of the Debtor and the Monitor since the First Report;
  - ii. provided an update on the Subject Transactions;
  - iii. provided an overview of the Second Cash Flow Statement;
  - iv. requested further amendments to the Amended and Restated Initial Orders (the "**Second ARIOs**") including an extension of the stay of proceedings until January 31, 2024; and
  - v. requested the SISP Order.
13. On October 25, 2023, the Court granted the Second ARIOs and the SISP Order.
14. On December 20, 2023, the Monitor provided the Court with a fifth report (the "**Fifth Report**") that:
  - i. provided an update on the activities of the Debtors and the Monitor since the Fourth Report;
  - ii. provided an update on the financial position of the Debtors; and
  - iii. provided an update on the SISP, including the results at the Phase 1 Bid Deadline.

15. On January 24, 2024, the Monitor provided the Court with a sixth report (the "**Sixth Report**") that:
- i. provided an update on the activities of the Debtors and the Monitor since the Fifth Report;
  - ii. provided an update on the financial position of the Debtors, including the Third Cash Flow Statement covering the period January 15 to May 5, 2024;
  - iii. provided an update on the SISP, including:
    - a) the results of the Phase 2 Bid Deadline;
    - b) the Monitor's recommendation that the Court approve the Transaction for the Purchased Assets with the Purchaser; and
    - c) the Monitors request for the AVO.
  - iv. requested the Ancillary Order that amongst other things:
    - a) approved the activities of the Monitor as contained in the Fifth Report and Sixth Report;
    - b) extended the stay of proceedings to April 30, 2024;
    - c) enhanced the powers of the Monitor to allow it to assign any of the Debtors into bankruptcy, if deemed necessary; and
    - d) sealing certain aspects of the Transaction as contained within the Confidential Supplement.
  - v. requested the Priority Claims Order approving the Priority Claims Process.
16. On January 29, 2024, the Court granted the AVO, the Ancillary Order, and the Priority Claims Order.
17. On March 19, 2024, the Monitor filed an amended AVO with the Court (the "**Amended AVO**") that, amongst other things:
- i. extended the closing date of the Transaction to March 22, 2024; and
  - ii. amended the AVO to allow for the conveyance of real property to the Purchaser.
18. On March 19, 2024, the Court granted the Amended AVO.
19. On April 10, 2024, the Monitor provided the Court with a seventh report (the "**Seventh Report**") that:

- i. provided an update on the activities of the Debtors and the Monitor since the Sixth Report;
  - ii. provided an update on the financial position of the Debtors, including the Fourth Cash Flow Statement;
  - iii. provided an update on the SISP; and
  - iv. requested the Ancillary Order that amongst other things:
    - a) approved the activities of the Monitor as contained in the Seventh Report;
    - b) extended the stay of proceedings to August 31, 2024; and
    - c) declaring the Debtors meet the criteria under the WEPP Regulations.
20. On April 15, 2024, the Court granted the Ancillary Order.
21. On May 6, 2024, the Monitor filed the Monitor's Certificate with the Court advising that the Transaction contemplated by the AVO had been completed to the satisfaction of the Monitor.
22. On August 15, 2024, the Monitor provided the Court with an eighth report (the "**Eighth Report**") that:
- i. provided an update on the activities of the Debtors and Monitor since the Seventh Report;
  - ii. provided an update on the financial position of the Debtors;
  - iii. provided an update on the SISP;
  - iv. provided an update of the Priority Claim Process; and
  - v. requested the Ancillary Order that amongst other things:
    - a) approved the activities of the Monitor as contained in the Eighth Report; and
    - b) extending the stay of proceedings to October 31, 2024.
23. On August 26, 2024, the Court granted the Ancillary Order.
24. On October 24, 2024, the Monitor provided the Court with a ninth report (the "**Ninth Report**") that:
- i. provided an update on the activities of the Debtors and the Monitor since the Eighth Report;
  - ii. provided an update on the financial position of the Debtors;
  - iii. requested a Distribution Order; and

- iv. requested an Ancillary Order that amongst other things:
  - a) approved the fees and disbursements on the Monitor and its legal counsel as described in the Ninth Report;
  - b) approved the activities of the Monitor as described in the Ninth Report; and
  - c) extended the stay of proceedings until June 30, 2025.

25. On October 30, 2024, the Court granted the Distribution Order and the Ancillary Order.

#### **PURPOSE**

26. The purpose of this tenth report (the "**Tenth Report**") is to provide information to the Court on:

- i. the Debtor's activities since the Ninth Report;
- ii. the Monitor's activities since the Ninth Report;
- iii. an update of the financial position of the Debtors;
- iv. the Monitor's request for a distribution order (the "**Second Distribution Order**");
- v. the Applicant's intent to appoint Deloitte as private receiver (the "**Receiver**") over specific assets as further detailed herein; and
- vi. the Monitor's request for an order (the "**Ancillary Order**"):
  - a) approving the fees and disbursements of the Monitor and Monitor's Counsel as described in the Tenth Report;
  - b) approving the activities of the Monitor as outlined in this Tenth Report; and
  - c) terminating these CCAA Proceedings and discharging the Monitor, the CRO and releasing the Administration Charge, the D&O Charge, and the DIP Lenders Charge (collectively, the "**Court Ordered Charges**").

#### **TERMS OF REFERENCE AND DISCLAIMER**

27. In preparing this Tenth Report and making the comments herein, the Monitor has been provided with, and has relied upon, audited and unaudited financial information, books and records and financial information prepared by the Debtors, discussions with management of the Debtors ("**Management**"), discussions with the CRO, and information from other third-party sources (collectively, the "**Information**"). Except as described in this Tenth Report:

- i. The Monitor has reviewed the Information for reasonableness, internal consistency

and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Generally Accepted Assurance Standards (“**Canadian GAAS**”) pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under Canadian GAAS in respect of the Information.

- ii. Some of the Information referred to in this Tenth Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the Chartered Professional Accountants Canada Handbook, has not been performed.
28. Unless otherwise indicated, the Monitor’s understanding of the factual matters expressed in this Tenth Report concerning the Debtors and their businesses are based on the Information and not independent factual determinations made by the Monitor.
  29. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.
  30. Capitalized terms not otherwise defined herein are as defined in the various materials filed with the Court in these CCAA Proceedings which can be found on the Monitor’s website at: <https://www.insolvencies.deloitte.ca/SouthShoreSeafoods> (the “**Monitors Website**”).

#### **ACTIVITIES OF THE DEBTOR**

31. Subsequent to the Closing Date, the Debtors ongoing business operations ceased, and all employees were terminated by the Monitor.
32. Since the Ninth Report, the activities of the Debtors have been infrequent and included, however not been limited to the following:
  - i. aiding the Monitor in attempts to monetize assets that were excluded from the AVO;
  - ii. filing of excise tax returns;
  - iii. assisting the Monitor in obtaining employee information to satisfy a request of Service Canada; and
  - iv. assisting the Monitor with a number of administrative matters relating to the

winding-up of these CCAA Proceedings.

33. The Monitor wishes to advise the Court that it continues to receive co-operation from former staff during the administration of these CCAA Proceedings.

#### **ACTIVITIES OF THE MONITOR**

34. Since the Ninth Report, the activities of the Monitor have included, but not been limited to the following:
- i. disbursed the amounts contained within the Distribution Order;
  - ii. continued efforts to monetize assets excluded from the AVO as further detailed herein;
  - iii. instructed counsel in respect of litigation to collect on a promissory note, which litigation was settled in March 2025 with payment of the balance owing under the note to the Monitor;
  - iv. participated in discussions with the Applicant regarding estate administration matters, including concluding these CCAA Proceedings;
  - v. created the proposed distribution schedule as further discussed herein (the "**Second Distribution Schedule**");
  - vi. maintained the Monitor's Website; and
  - vii. prepared and filed this Tenth Report with the Court.

#### **FINANCIAL POSITION OF THE DEBTORS**

35. Subsequent to the Ninth Report, the Monitor has made the following realizations:
- i. collected \$190,000 from the settlement of litigation to collect upon a promissory note;
  - ii. collected an insurance refund of \$69,245; and
  - iii. collected an account receivable of \$15,000.
36. As at the date of the Tenth Report, the Monitor has created a statement of interim receipts and disbursements (the "**Interim R&D**") that provides an overview of the financial position of the Debtors:

**In the matter of the CCAA Proceedings of the  
South Shore Seafoods Group  
Consolidated Interim Statement of Receipts and Disbursement  
for the period from January 12 to June 9, 2025**

**RECEIPTS**

Sale of assets	12,380,016.73
Deposit on sale of assets	1,278,500.00
HST collected on sale of assets	951,480.58
Transfer from TD bank account	507,819.76
Insurance refund	195,445.55
Settlement proceeds with Sea Well Holdings	190,000.00
Interest income	179,811.60
Utility refund	62,686.40
Sale of inventory	30,000.00
HST refund	23,920.13
Export Development Canada refund	15,000.00
Collection of account receivable	15,000.00
Workers compensation refund	1,025.39
	15,830,706.14

**TOTAL RECEIPTS****15,830,706.14****DISBURSEMENTS**

Repayment of debtor in possession loan facility	6,676,657.13
Distribution to TD Bank	4,699,309.00
Transfer to South Shore Seafoods Group for HST remittance	863,000.00
Payment of BDC mortgage	830,812.85
Interest payments to TD Bank	587,538.11
Distribution to Warren Ellis	350,000.00
Distribution to BDC	326,000.00
Payment of deemed trust claim to CRA	217,874.00
Payment of property taxes	183,489.36
Legal fees and disbursements	149,946.45
Monitor's fees and disbursements	118,443.25
Interest payments to BDC	96,077.30
Settlement of accounts receivable from 5DO	74,306.51
Insurance payment to Phillips	50,000.00
HST paid on disbursements	48,156.60
Payment of lease obligations	42,778.88
Payment of BNS loan	35,579.92
CRO fees and disbursements	8,557.50
Interest and bank charges	5,155.61
Financial consulting fees	5,000.00
Appraisal fees	3,376.73
	15,372,059.20

**TOTAL DISBURSEMENTS****15,372,059.20****AMOUNT RETAINED IN TRUST ACCOUNT BY THE MONITOR****458,646.94**

37. As at the date of the Tenth Report, the Debtors have approximately \$459,000 of cash which forms the basis of the Proposed Distribution Schedule (the "**Distributable Funds**").

#### **SECOND DISTRIBUTION ORDER**

38. As at the date of the Tenth Report, the Debtors have created the Distributable Funds. While efforts continue to increase the Distributable Funds, there is no certainty this will occur and furthermore, further activities will continue with the Deloitte as the Receiver of the Debtors pursuant to security held by the Applicant.
39. The Monitor has created the Second Distribution Schedule, a copy of which is enclosed is enclosed as **Appendix A**.
40. The Monitor is aware of a number of potential priority and competing claims that may form a priority charge ahead of the Applicant as follows (collectively, the "**Priority Claims**").

#### *Professional fees*

41. As at the Tenth Report, the Monitor is proposing to withhold \$41,000 (inclusive of HST) to cover the outstanding and projected professional fees of the Monitor, Monitor's Counsel, and the Applicants' legal counsel to complete the administration of these CCAA Proceedings.

#### *WEPP*

42. On April 15, 2024, the Court granted the Ancillary Order that amongst other things, declared that the Debtors meet the criteria under the WEPP Regulations.
43. As part of the Distribution Order, the Court authorized the Monitor to pay the WEPP Withholding of up to \$25,000 to Service Canada without further order of the Court.
44. The Monitor has received a statement from Service Canada outlining the super priority amount is \$8,323 (the "**WEPP Amount**").
45. As at the date of the Tenth Report, the Monitor is in the process of paying the WEPP Amount to Service Canada.

#### *Administrative Reserve*

46. As at the date of this Tenth Report, the Monitor is proposing to withhold \$5,000 to cover financial consulting services provided to the Monitor throughout these CCAA Proceedings.

#### *Deemed Trust Claim*

47. As described at paragraph 48 of the Ninth Report, the Monitor accepted the Amended CRA

Claim. The Amended CRA Claim was restricted in 103234 PEI Inc. ("**103**") to the value contained in the AFM Transaction as described in paragraph 49 of the Ninth Report.

48. Subsequent to the Ninth Report, the Monitor has realized on an account receivable in 103 in the amount of \$15,000 which has a priority over the Applicant's secured claim. As at the date of this Tenth Report, the proposed distribution to CRA is \$15,000 (the "**Second CRA Distribution**").
49. As part of the Distribution Order, the Monitor is requesting the Court approve the Second CRA Distribution.

*TD*

50. Enclosed as Appendix B to the Ninth Report was a copy of the Security Opinion. Paragraph 56 of the Ninth Report provided a summary of the Security Opinion, namely that the Applicants' security maintains a residual charge over all proceeds subject to the Deemed Trust Claim and specific encumbrances maintained by MTTCI and BDC.
51. As part of the Distribution Order, the CRA Trust Claim, MTTCI Distribution, and BDC Distribution were paid by the Monitor.
52. As at the date of this Tenth Report, the proposed distribution to TD is \$389,324 (the "**TD Distribution**").
53. As part of the Distribution Order, the Monitor is requesting the Court approve the TD Distribution, including any additional amounts received by the Monitor over and above that contained within the Second Distribution Schedule.

#### **PRIVATE RECEIVERSHIP APPOINTMENT**

54. As at the date of the Tenth Report, the Monitor continues realization efforts related to specific assets of the Debtors, mostly notably:
- i. a related party amount valued in the books and records at approximately \$533,000;
  - ii. a promissory note valued in the books and records at approximately \$150,000;
  - iii. a related party amount valued in the books and records at approximately \$86,000;
  - iv. an account receivable valued at approximately \$24,000; and
  - v. an account receivable valued at approximately \$15,000 (collectively, the "**Residual Assets**").
55. As at the date of the Tenth Report, the Monitor continues to have ongoing and productive

discussions with counterparties to the Residual Assets and anticipates that some realizations may occur on or before June 30, 2025.

56. As contained with the Security Opinion, the Applicant is the only party with an interest in the Residual Assets and as such the Monitor and Applicant have engaged in discussions regarding optionality as it relates to the Residual Assets and these CCAA Proceedings, which discussions have concluded with the Applicant appointing Deloitte as the Receiver after June 30, 2025 to continue realization activities pertaining to the Residual Assets.

#### **MONITOR'S REQUEST FOR OTHER RELIEF**

57. Giving the foregoing, the Monitor seeks the following relief:

##### *Professional fees*

58. The Monitor and Monitor's Counsel have maintained detailed records of their professional fees and disbursements in the lead up to the Initial Application and throughout these CCAA Proceedings.
59. As part of the Distribution Order, the Court approved the fees and disbursements of the Monitor and Monitor's Counsel for the period up to and including September 30, 2024 as contained with the Ninth Report.
60. The fees and disbursements of the Monitor for the period October 1, 2024 to March 31, 2025 are \$33,228.42 together with HST of \$4,984.27 for a total of \$38,212.69 (the "**Monitor's Fees**"). The Monitor estimates additional fees and disbursements to complete these CCAA Proceedings of \$20,000 (exclusive of HST) (the "**Estimated Monitor's Fees**"). A detailed billing summary, along with copies of the Monitor's invoices, are contained within the affidavit of James Foran, a copy of which is enclosed as **Appendix B**.
61. The fees and disbursements of Monitor's Counsel for the period September 17, 2024 to March 31, 2025 are \$42,705.14 together with HST of \$6,395.88 for a total of \$49,101.02 (the "**Legal Fees**"). Monitor's Counsel estimates additional fees and disbursements to complete these CCAA Proceedings of \$10,000 (exclusive of HST) (the "**Estimated Legal Fees**"). A detailed billing summary, along with copies of Monitor's Counsel invoices, are contained within the affidavit of Gavin MacDonald, a copy of which is enclosed as **Appendix C**.

62. Based on the information outlined above and contained herein, the Monitor respectfully submits that its fees and disbursements, together with the fees of Monitor's Counsel, are reasonable in the circumstances and have been validly incurred in accordance with the provisions contained within the Initial Order.
63. The Monitor is currently seeking approval for the Monitor's Fees, the Estimated Monitor Fees, the Legal Fees, and the Estimated Legal Fees.

*Termination of these CCAA Proceedings and other related relief*

64. As set out in the Motion, the Monitor is seeking an order from the Court to terminate these CCAA Proceedings on June 30, 2025 (the "**Termination Order**").
65. The Monitor is of the opinion that the request for the Termination Order is reasonable and just for the following reasons:
- i. since the Transaction Closing, the Debtors business operations ceased, and the Monitor terminated the remaining employees;
  - ii. since the Transaction Closing, the Monitor has used the time to monetize assets not captured as part of the AVO;
  - iii. the Monitor has made the payments contained within the Distribution Order; and
  - iv. the Applicant is the only stakeholder with an economic interest in the Residual Assets.
66. These CCAA Proceedings will be terminated upon the Monitor filing the termination certificate with the Court and posting it on the Monitor's Website (the "**Termination Certificate**").
67. The Termination Certificate will have the effect of:
- i. discharging the Monitor;
  - ii. discharging the CRO; and
  - iii. releasing the Court Ordered Charges.
68. The Monitor is of the view that this process will result in an efficient conclusion to these CCAA Proceedings and recommends the Court grant the Termination Order.

**CONCLUSION**

69. The Tenth Report has been prepared to provide this Court with information regarding the Debtors' activities since the Ninth Report, the Monitor's activities since the Ninth Report, an update regarding the financial position of the Debtors, the Applicants intent to appoint Deloitte as Receiver, and to support the Monitor's request for the Second Distribution Order and the Termination Order.
70. Based on the foregoing, the Monitor requests the Court grant the requested relief as outlined in the Notice of Motion and the draft order appended thereto.

All of which is respectfully submitted this 11<sup>th</sup> day of June 2025.

**DELOITTE RESTRUCTURING INC.**

Acting solely in its capacity as  
CCAA Monitor of 709280 NB LTD., 103232 PEI Inc., Can-Am Lobster and Shellfish Ltd, 103233 PEI Inc., 103234 PEI Inc. 3249640 Nova Scotia Limited, and 12588129 Canada Inc.  
and not in its personal capacity

Per:



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

**APPENDIX A – SECOND DISTRIBUTION SCHEDULE**

**South Shore Seafoods Group**  
**Proposed Distribution Schedule (the "Second Distribution Schedule")**  
**Prepared by Deloitte Restructuring Inc. - Court Appointed Monitor**  
**Prepared on June 9, 2025**

Funds available for distribution	<b>A</b>	458,647	<b>Note 1</b>
Administrative Reserves			
Professional fee accrual		41,000	<b>Note 2</b>
WEPP payment to Service Canada		8,323	<b>Note 3</b>
Administrative reserve		5,000	<b>Note 4</b>
Subtotal - Administrative Reserves	<b>B</b>	<u>54,323</u>	
Available for distribution to Secured Creditors	<b>C = A-B</b>	404,324	
Proposed Distribution Schedule			
CRA		15,000	<b>Note 5</b>
TD		<u>389,324</u>	<b>Note 6</b>
		404,324	

Notes to the Second Distribution Schedule (the "**Notes**")

The Notes form an integral part of the Second Distribution Schedule and should be read in conjunction with.

**Note 1** - the above amount consists of funds held in the Monitor's trust account as at June 9, 2025.

**Note 2** - the above amounts represents an estimate of professional fees for the Monitor, Monitor's Counsel, and Applicants' legal counsel to complete the administration of the CCAA Proceedings.

**Note 3** - the above amount reflects the WEPP super priority payable to Service Canada.

**Note 4** - the above amount reflects a fee for financial consulting services.

**Note 5** - the above amount represents the proposed distribution to CRA from 103.

**Note 6** - the above amount represents the proposed distribution to TD.

**APPENDIX B – AFFIDAVIT OF JAMES FORAN**

Court File No.: SJM/125/2023

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.

BETWEEN:

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

**AFFIDAVIT OF JAMES FORAN**

I, James Foran, make oath and say as follows:

1. I am a Senior Vice President with Deloitte Restructuring Inc. ("**Deloitte**"), the Court Appointed Monitor in the within matter and as such, I have personal knowledge of the evidence sworn to in this affidavit except where otherwise stated to be based on information or belief.
2. I had primary carriage of this proceeding at Deloitte.

3. Attached hereto and marked as **Exhibit "A"** are true copies of the detailed invoices issued by Deloitte for fees and disbursements (collectively, the **"Invoices"**) in this matter covering the period of October 1, 2024 to March 31, 2025, including an accrual to complete the administration of the estate (the **"Period"**).
4. As detailed in the Invoices, for the Period, Deloitte's invoiced fees amount to \$53,228.42 and Deloitte incurred and invoiced disbursements in the amount of \$630.92, plus Harmonized Sales Tax (HST) on fees and disbursements in the amount of \$7,784.27 for a total of \$61,012.69.
5. The Invoices are a fair and accurate description of the services provided and the amounts charged by Deloitte.
6. The fees set out in the invoices are calculated on the basis of the hours spent by Deloitte personnel, multiplied by the applicable standard hourly rates charged by Deloitte. The total time comprised in the Invoices is 111.4 hours at an average hourly rate of approximately \$472.15. To the best of my knowledge and belief, the rates charged by Deloitte throughout these proceedings are comparable to the rates charged by other insolvency firms in the Atlantic Provinces for the provisions of similar services.
7. Attached hereto and marked as **Exhibit "B"** is a schedule summarizing the billing rates, total hours and total fees charges for each professional that has completed work on this file during the Period.
8. I have reviewed the account of Deloitte and do verily believe that:
  - (a) Deloitte's professional fees and disbursements have been properly incurred and are fair and reasonable in the circumstances;
  - (b) Deloitte's fees in this matter are consistent to those charged by insolvency firms with the capacity to handle a file of comparable size and complexity;
  - (c) the work completed by Deloitte was delegated to the appropriate professionals in Deloitte with the appropriate seniority and appropriate hourly rates;
  - (d) the invoices were provided to the Applicant when rendered and all have been approved by the Applicant, and
  - (e) the services were performed by Deloitte in a prudent and economical manner.
9. I make this affidavit in support of a motion by the Monitor, for, among other things, the approval of the fees and disbursements of Deloitte.



This is Exhibit "A" referred to in the Affidavit of James Foran sworn before me on the 10<sup>th</sup> day of June, 2025.



---

Signature

**IRVIN D. F. MACDONALD**  
A Barrister of the Supreme  
Court of Nova Scotia

South Shore Seafood Group  
 Summary of invoices of Deloitte Restructuring Inc. ("Deloitte") - Court Appointed Monitor  
 For the period September 1, 2023 to March 31, 2025  
 Prepared on June 9, 2025

Invoice #	Period	Hours	Net Fees	Average Rate	Disbursements	HST	Total
8005630412	October 1, 2024 to October 31, 2024	25.30	13,707.50	541.80	630.92	2,150.76	16,489.18
8005630411	November 1, 2024 to November 30, 2024	5.10	2,642.50	518.14	-	396.38	3,038.88
8006056228	December 1, 2024 to March 31, 2025	41.00	16,247.50	396.28	-	2,437.13	18,684.63
		71.40	32,597.50	456.55	630.92	4,984.27	38,212.69
	Accrual - estate wind-up activities	40.00	20,000.00	500.00		2,800.00	22,800.00
Total		111.40	52,597.50	472.15	630.92	7,784.27	61,012.69



South Shore Seafoods Ltd.  
2661 Acadie Road Unit D  
Cap-Pele NB E4N 1C2  
Canada

## Invoice 8005630412

### Deloitte Restructuring Inc.

1741 Lower Water Street, Suite 800  
Halifax NS B3J 0J2

Tel: (902) 422-8541  
Fax: (902) 423-5820  
www.deloitte.ca

Date: January 28, 2025  
Client No.: 1139799  
WBS#: TDB00701  
Engagement Partner: James Foran

GST/HST Registration: 122893605RT0001  
QST Registration: 1012314163TQ0001

### For professional services rendered

#### Fees

For work performed with respect to the Companies Creditors Arrangement Act (the "CCAA") related to South Shore Seafoods Ltd., Captain Cooke's Seafood Inc., By the Water Shellfish (2012) Inc. and Can-Am Lobster and Shellfish Ltd. (collectively the "South Shore Group" or the "Companies") including, but not limited to the following:

- (i) Discussions with stakeholders regarding distribution matters;
- (ii) Discussions with company principal regarding related party balances;
- (iii) Discussions with the CRO;
- (iv) Draft the Ninth Report of the Monitor and file with the Court;
- (v) Prepare for and attend Court hearing; and
- (vi) Disbursement review and approval

Please see attached appendix for details.

HST applicable	13,707.50
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#### Expense

Out of pocket expenses.

HST applicable	630.92
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#### Sales Tax

HST at 15.00 %	<u>2,150.76</u>
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<b>Total Amount Due (CAD)</b>	<b><u>16,489.18</u></b>
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Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

## Fee Summary

For the period from October 1, 2024 to October 31, 2024

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	20.7	575.00	11,902.50
Jorden Sleeth	Senior Vice President	0.4	575.00	230.00
Colleen O'Brien	Manager	4.2	375.00	1,575.00
<b>Total:</b>		<b>25.3</b>		<b>13,707.50</b>

Expense Type	Expense Amount
Other Travel Expenses	598.08
Meals	32.84
<b>Total</b>	<b>630.92</b>

Date	Name	Hours	Descriptions
10/1/2024	Foran, James	0.90	Email to CRA, emails to/from TD, call with David Boyd, call with Bob Prince of BDC, disbursement approval
10/2/2024	O'Brien, Colleen	0.60	Estate administration, bank deposit and prepare wire transfers
10/3/2024	Foran, James	0.40	Prepare for and attend call with Michel Jacobs and David Boyd
10/7/2024	Foran, James	0.60	Call with Bob Prince of BDC, call with David Boyd, call with Andrea Jaminsek of TD
10/10/2024	Foran, James	1.80	Draft Ninth Report of Monitor
10/11/2024	Foran, James	1.70	Draft Ninth Report of the Monitor
10/15/2024	Foran, James	4.30	Finalize and make revisions to Ninth Report, create distribution appendix, calls with Gavin MacDonald, calls with Bob Prince, calls with Jenny Stam, emails to/from BDC re: interest payments
10/15/2024	O'Brien, Colleen	0.30	Contact bank regarding wire payments and confirmation request
10/16/2024	Foran, James	0.60	Meeting with CRO and Blu Arctic re: claim and research matter further, update to Monitor's Report, emails
10/17/2024	Foran, James	2.70	Calls with Michel Jacobs re: intercompany balances, emails to TD re: asset monetization matters, calls with David Boyd, emails to/from Tanya Hess, changes to the Ninth Report of the Monitor, discussions with Jorden Sleeth
10/17/2024	Sleeth, Jorden	0.40	QA Ninth Report of Monitor, call with James Foran
10/18/2024	O'Brien, Colleen	1.90	Prepare billing summary for affidavit
10/21/2024	Foran, James	0.80	Review emails from TD re: asset monetization, call with David Boyd, email from Jenny Stam re: distribution agreement, discuss fee affidavit with Colleen O'Brien
10/22/2024	O'Brien, Colleen	1.40	Gather billing invoices for affidavit and prepare wire transfer
10/22/2024	Foran, James	2.80	Finalize Ninth Report of Monitor and share with stakeholders, discussions with Deloitte engagement team, legal counsel, comments from TD, update to distribution schedule, discussions with David Boyd

Date	Name	Hours	Descriptions
10/23/2024	Foran, James	1.90	Finalize Ninth Report and provide to legal counsel for filing, emails to/from TD re: transfer of funds, emails to/from Phillips, discussions with David Boyd re: Ninth Report
10/28/2024	Foran, James	1.10	Review Court filings and prepare for Court hearing, emails to/from TD and BDC re: outstanding indebtedness, emails to TD re: transfer of fundings, disbursement approval
10/29/2024	Foran, James	0.70	Prepare for and attend Court hearing, discuss next steps with Gavin MacDonald, call with David Boyd
10/30/2024	Foran, James	0.40	Call with Warren Ellis, call with Gavin MacDonald, emails re: HST with Tanya Hess
<b>Total</b>		<b>25.30</b>	



South Shore Seafoods Ltd.  
2661 Acadie Road Unit D  
Cap-Pele NB E4N 1C2  
Canada

## Invoice 8005630411

### Deloitte Restructuring Inc.

1741 Lower Water Street, Suite 800  
Halifax NS B3J 0J2

Tel: (902) 422-8541  
Fax: (902) 423-5820  
www.deloitte.ca

Date: January 28, 2025  
Client No.: 1139799  
WBS#: TDB00701  
Engagement Partner: James Foran

GST/HST Registration: 122893605RT0001  
QST Registration: 1012314163TQ0001

### For professional services rendered

#### Fees

For work performed with respect to the Companies Creditors Arrangement Act (the "CCAA") related to South Shore Seafoods Ltd., Captain Cooke's Seafood Inc., By the Water Shellfish (2012) Inc. and Can-Am Lobster and Shellfish Ltd. (collectively the "South Shore Group" or the "Companies") including, but not limited to the following:

- (i) Discussions with David Boyd;
- (ii) Discussions with Service Canada regarding data request;
- (iii) Disbursement review and approval;
- (iv) Discussions surrounding Xinbang account and provide documentation to collection agency;
- (v) Distribution matters with Warren Ellis

Please see attached appendix for details.

HST applicable	2,642.50
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#### Sales Tax

HST at 15.00 %	396.38
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<b>Total Amount Due (CAD)</b>	<b>3,038.88</b>
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Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

## Fee Summary

For the period from November 1, 2024 to November 30, 2024

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	3.8	575.00	2,185.00
Colleen O'Brien	Manager	0.9	375.00	337.50
Ian Lewis	Senior	0.4	300.00	120.00
<b>Total:</b>		<b>5.1</b>		<b>2,642.50</b>

Date	Name	Hours	Descriptions
11/4/2024	Foran, James	0.30	Discuss issue with David Boyd
11/6/2024	Lewis, Ian	0.40	Call and emails to/from Trina Arsenault re: request for payroll information; Call with Service Canada re: request for payroll information.
11/8/2024	O'Brien, Colleen	0.20	Prepare wire transfer and send to James Foran for review
11/8/2024	Foran, James	0.30	Disbursement review and approval
11/12/2024	O'Brien, Colleen	0.30	Prepare wire transfer and send to the bank; email to the bank
11/13/2024	Foran, James	1.40	Work relating to Xinbang account receivable including review and execute agreement with IA, provide supporting documentation to IA and emails to/from Tanya Hess re: account balance variances, emails to IA
11/19/2024	Foran, James	0.70	Distribution matters with Colleen O'Brien, call with Warren Ellis
11/20/2024	Jeffery, Robert	0.00	Review of sale proceeds for 951 Canada Inc and sale of gross assets. Email to J. Foran re same
11/20/2024	O'Brien, Colleen	0.40	Prepare summary of invoices related to Xinbang
11/25/2024	Foran, James	0.80	Distribution matters, calls with Warren Ellis, calls with legal counsel
11/27/2024	Foran, James	0.30	Deal with sale of Bridge Lobster, WEPP
<b>Total</b>		<b>5.10</b>	



South Shore Seafoods Ltd.  
2661 Acadie Road Unit D  
Cap-Pele NB E4N 1C2  
Canada

## Invoice 8006056228

**Deloitte Restructuring Inc.**

1741 Lower Water Street, Suite 800  
Halifax NS B3J 0J2

Tel: (902) 422-8541  
Fax: (902) 423-5820  
www.deloitte.ca

Date: May 19, 2025  
Client No.: 1139799  
WBS#: TDB00701  
Engagement Partner: James Foran

GST/HST Registration: 12289 3605 RT0001  
QST Registration: 1012314163TQ0001

### For professional services rendered

#### Fees

Work performed with respect to the Companies Creditors Arrangement Act (the "CCAA") related to South Shore Seafoods Ltd., Captain Cooke's Seafood Inc., By the Water Shellfish (2012) Inc. and Can-Am Lobster and Shellfish Ltd. (collectively the "South Shore Group" or the "Companies") including, but not limited to the following:

- Discussions with Service Canada and working with former staff on prosecution order
- Filing corporate tax return to free up HST refund
- Renewal and transfer of fish buyers license and discuss same with Phillips Seafood staff
- Discussions with TD Bank
- Discussion with legal counsel re: Sea Well matter
- Asset realization discussions

Please see attached appendix for details.

HST applicable	16,247.50
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#### Sales Tax

HST at 15.00 %	<u>2,437.13</u>
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<b>Total Amount Due (CAD)</b>	<b><u>18,684.63</u></b>
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Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

**Fee Summary****For the period from December 1, 2024 to March 31, 2025**

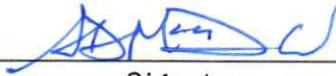
<b>Professional</b>	<b>Position</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Fees</b>
James Foran	Senior Vice President	7.50	600.00	4,500.00
Megan Waterhouse	Senior Manager	4.10	500.00	2,050.00
Colleen O'Brien	Manager	1.40	400.00	560.00
Tim Sherren	Manager	0.50	400.00	200.00
Ian Lewis	Senior	14.40	325.00	4,680.00
Katelyn Parsons	Consultant	13.10	325.00	4,257.50
<b>Total:</b>		<b>41.00</b>		<b>16,247.50</b>

Date	Name	Hours	Descriptions
12/8/2024	Foran, James	0.60	Draft letter to CRA for distribution purposes, email to foreign collection agency
12/11/2024	Lewis, Ian	0.80	Emails to/from Meaghan Mullins and Tanya Hess re: Service Canada request; Emails to/from Jocelin d'Entremont re: fish buyers license; Emails to/from Trina Arsenault re: production order.
12/12/2024	Lewis, Ian	1.10	Emails to/from Meaghan Mullins and Tanya Hess re: Service Canada request; Call with Trina Arsenault re: production order;
12/13/2024	Lewis, Ian	0.30	Call with Jocelin D'entremont re: fish buyers license.
12/17/2024	Lewis, Ian	0.80	Emails to/from Jocelin d'Entremont and Tom Walker re: consent to disclose fish buyer information; Emails to/from Meaghan Mullins re: Service Canada request.
12/19/2024	Lewis, Ian	1.80	Prepare renewal package and supporting documents to renew fish buyers license; Emails to/from Megan Greenwood, Tanya Hess and Jocelin d'Entremont re: fish buyers license.
12/20/2024	Lewis, Ian	1.40	Call with Jenna Beaton re: fish buyers license; Prepare renewal package and supporting documents to renew fish buyers license; Emails to/from Tanya Hess re: payroll information for Service Canada request.
12/23/2024	Foran, James	0.90	Call with Michel Jacobs re: inventory sale to Moncton Fish and intercompany balances, email to TD re: same, emails to Danny King re: vtb note
1/2/2025	Lewis, Ian	0.90	Prepare production order for Service Canada, activities pertaining to restoring the accounting software.
1/3/2025	Lewis, Ian	0.80	Prepare production order for Service Canada; activities pertaining to transferring fish buyers license.
1/6/2025	Lewis, Ian	0.40	Call with Trina Arsenault, and emails to/from Tanya Hess re: Service Canada request.
1/6/2025	Foran, James	0.30	Emails to legal counsel re: Fisher AR, email from Ian Lewis re: Service Canada
1/15/2025	Lewis, Ian	0.30	Emails to/from James Foran and Trina Arsenault re: production order, affidavits.
1/20/2025	Lewis, Ian	0.60	Emails to/from Tanya Hess re: 1788 Highway 308, Sluice Point Lease Agreement, buyers license.
1/24/2025	Lewis, Ian	0.40	Activities pertaining to transferring the fish buyers license.
1/28/2025	Lewis, Ian	1.10	Emails to/from Megan Greenwood and Tanya Hess re: transferring fish buyers license; Activities pertaining to transferring the fish buyers license (i.e., executing lease at 1788 Highway 308, Sluice Point).

Date	Name	Hours	Descriptions
1/29/2025	Lewis, Ian	0.70	Emails to/from Tanya Hess re: transferring fish buyers license; Activities pertaining to transferring the fish buyers license (i.e., executing lease at 1788 Highway 308, Sluice Point); Emails to/from Trina Arsenault re: production order, affidavits.
1/31/2025	Lewis, Ian	0.40	Prepare request to relinquish form for fish buyers license #2679; Emails to/from Tanya Hess and Megan Greenwood re: fish buyers license #2679.
2/4/2025	Lewis, Ian	0.40	Discussions with James Foran and Laura Bowser re: amendments to production order affidavits.
2/11/2025	Waterhouse, Megan	0.20	Review South Shore tax return
2/11/2025	Foran, James	0.60	Emails to/from Tanya Hess re: status of HST, discuss same with Colleen O'Brien, correspondence with Cox and Palmer re: Sea Well Holdings affidavit
2/12/2025	Parsons, Katelyn	2.80	Compiled request list for South Shore T2 for Megan Waterhouse; looked through PY documents to determine which questions to ask/information to request; inputted info from 2023 T2 to roll forward taxprep file to 2024.
2/12/2025	Waterhouse, Megan	0.30	call with Colleen O'Brien
2/13/2025	O'Brien, Colleen	0.50	Estate banking and update financial position
2/19/2025	Foran, James	1.10	Discussions with legal counsel re: Court hearing on Sea Well, call with Andrea Jamnisek re: same and other matters
2/24/2025	O'Brien, Colleen	0.90	Prepare wire transfer, emails to Tanya Hess regarding South Shore tax information, emails to tax team regarding the same
2/24/2025	Foran, James	0.60	Share revised affidavit with Service Canada for comments, discuss T2 needs with Tanya Hess
3/11/2025	Parsons, Katelyn	4.10	Started preparation on South Shore T2; mapped GIFI and updated WB.
3/12/2025	Parsons, Katelyn	4.70	Continued preparation on South Shore; sent questions to client; call with Megan Waterhouse to discuss loans and potential debt forgiveness.
3/12/2025	Waterhouse, Megan	0.40	call with Katelyn Parsons on questions
3/13/2025	Lewis, Ian	0.30	Discussions with James Foran and emails to/from Trina Arsenault re: affidavits to support the production order.
3/14/2025	Parsons, Katelyn	0.80	Call with Tim Sherren to discuss treatment of rental property income; finished preparing the T2 and WP; sent to Megan Waterhouse for review.

Date	Name	Hours	Descriptions
3/14/2025	Sherren, Tim	0.50	Discussion with Katelyn Parsons regarding passive vs active rental income for foreign workers
3/15/2025	Waterhouse, Megan	2.70	Review South Shore T2
3/17/2025	Parsons, Katelyn	0.70	Cleared Megan Waterhouse review notes for South Shore T2.
3/17/2025	Lewis, Ian	0.30	Activities pertaining to the Service Canada production order (i.e., amending affidavits, preparing package to courier),
3/17/2025	Waterhouse, Megan	0.50	Call from Katelyn Parsons on South Shore questions
3/17/2025	Foran, James	0.40	Finalize and have affidavit executed
3/18/2025	Foran, James	0.90	Email to Andrea Jamnisek re: settlement of VTB note with Sea Well, review and discuss emails with Cox and Palmer,
3/19/2025	Lewis, Ian	1.20	Activities pertaining to the production order (i.e., preparing the final documents packet, discussions with Leah Mark re: courier options).
3/19/2025	Foran, James	1.80	Update Interim R&D and provide to TD, provide TD an update on outstanding asset realization efforts, email to Cox and Palmer re: outstanding items, call with Michel Jacobs
3/21/2025	Foran, James	0.30	Review email from Danny King and share with TD, discuss Sea Well with Cox and Palmer
3/26/2025	Lewis, Ian	0.40	Backup accounting file and emails to/from Katelyn Parsons re: tax queries.
		<b>41.00</b>	

This is Exhibit "B" referred to in the Affidavit of James Foran sworn before me on the 10<sup>th</sup> day of June, 2025.



---

Signature

**GAVIN D. F. MACDONALD**  
A Barrister of the Supreme  
Court of Nova Scotia

**South Shore Seafood Group**  
**Summary by individual of Deloitte Restructuring Inc. ("Deloitte") - Court Appointed Monitor**  
**For the period September 1, 2023 to March 31, 2025**  
**Prepared on June 9, 2025**

Individual	Title	Hours	Rate	Fees	Disbursements	HST	Total
James Foran	Senior Vice President	32.00	580.86	18,587.50	598.08	2,877.84	22,063.42
Jorden Sleeth	Senior Vice President	0.40	575.00	230.00		34.50	264.50
Megan Waterhouse	Vice President	4.10	500.00	2,050.00		307.50	2,357.50
Tim Sherren	Manager	0.50	400.00	200.00		30.00	230.00
Colleen O'Brien	Manager	6.50	380.38	2,472.50	-	370.88	2,843.38
Ian Lewis	Associate	14.80	324.32	4,800.00	-	720.00	5,520.00
Katelyn Parsons	Associate	13.10	325.00	4,257.50		638.63	4,896.13
		71.40	456.55	32,597.50	598.08	4,979.34	38,174.92
Mailing					32.84	4.94	37.78
					32.84	4.94	37.78
Accrual- wind-up activities				20,000.00	630.92	4,984.27	38,212.69
Total				52,597.50	630.92	7,784.27	61,012.69

**APPENDIX C – AFFIDAVIT OF GAVIN MACDONALD**

Court File No.: SJM/125/2023

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.

BETWEEN:

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

## AFFIDAVIT OF GAVIN MACDONALD

I, Gavin MacDonald, make oath and say as follows:

1. I am a Partner with the law firm Cox & Palmer and the solicitor of the court-appointed monitor, Deloitte Restructuring Inc. in the within matter and as such, I have personal knowledge of the evidence sworn to in this affidavit except where otherwise stated to be based on information or belief.
2. I had primary carriage of this proceeding at Cox & Palmer.

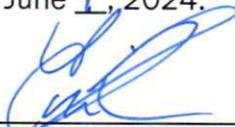
3. Attached hereto and marked as Exhibit "A" are true copies of the detailed invoices issued by Cox & Palmer for fees and disbursements (collectively, the "Invoices") in this matter covering the period of October 1, 2024 to March 31, 2025:

Invoice Number	Invoice Date	Amount
101167822	December 31, 2024	\$1,329.71
101172986	March 31, 2025	\$12,365.90
TOTAL:		\$13,365.90

4. As detailed in the Invoices, from the period of October 1, 2024 to March 31, 2025, Cox & Palmer's invoiced fees amount to \$11,714 and Cox & Palmer incurred and invoiced disbursements in the amount of \$203,83 plus Harmonized Sales Tax (HST) on fees and disbursements in the amount of \$1,777.78 for a total of \$13,365.90. A schedule summarizing the invoiced fees is attached hereto and marked as Exhibit "B".
5. The Invoices are a fair and accurate description of the services provided and the amounts charged by Cox & Palmer.
6. The fees set out in the invoices are calculated on the basis of the hours spent by Cox & Palmer personnel, multiplied by the applicable standard hourly rates charged by Cox & Palmer. The total time comprised in the Invoices is 34.4 hours at an average hourly rate of approximately \$353.33. To the best of my knowledge and belief, the rates charged by Cox & Palmer throughout these proceedings are comparable to the rates charged by other law firms in the Atlantic Provinces for the provisions of similar services.
7. I have reviewed the account of Cox & Palmer and do verily believe that :
- (a) Cox & Palmer's professional fees and disbursements have been properly incurred and are fair and reasonable in the circumstances;
  - (b) Cox & Palmer's fees in this matter are consistent to those charged by other law firms with the capacity to handle a file of comparable size and complexity;
  - (c) the work completed by Cox & Palmer was delegated to the appropriate professionals in Cox & Palmer with the appropriate seniority and appropriate hourly rates;
  - (d) the invoices were provided to the Monitor when rendered and all have been approved by the Monitor; and
  - (e) the services were performed by Cox & Palmer in a prudent and economical manner.

8. I make this affidavit in support of a motion by the Monitor, Deloitte Restructuring Inc., for, among other things, the approval of the fees and disbursements of Cox & Palmer.

SWORN TO before me at Halifax, Nova Scotia )  
on June 9, 2024. )

  
\_\_\_\_\_ )

A commissioner of Oaths )  
Being a solicitor )

**Erin M. Huntington**  
A Barrister & Solicitor of the  
Supreme Court of Nova Scotia

  
\_\_\_\_\_ )

Gavin MacDonald )

This is Exhibit "A" referred to in the Affidavit of  
Gavin MacDonald sworn before me on the 9<sup>th</sup>  
day of June, 2025.

A handwritten signature in blue ink, appearing to be 'Erin M. Huntington', written over a horizontal line.

Signature

**Erin M. Huntington**  
A Barrister & Solicitor of the  
Supreme Court of Nova Scotia

PO Box 2380 Central  
Nova Centre, South Tower  
1500-1625 Grafton Street  
Halifax, NS B3J 0E8  
Tel: (902) 421-6262  
Fax: (902) 421-3130

South Shore Seafoods Ltd.  
Attention: James Foran  
c/o Deloitte Restructuring Inc.  
Suite 800 1741 Lower Water Street  
Halifax, NS B3J 0J2

December 31, 2024  
File #10039598-00005  
Your Ref:  
HST REG.#R119436244  
**Client # 10039598**

**INVOICE SUMMARY**

Invoice # 101167822  
RE: South Shore Group

Professional Fees for this Invoice	1,121.50
Other Taxable Charges	1.96
Other Non-Taxable Charges	0.00
Taxable Disbursements for this Invoice	32.81
Non-Taxable Disbursements for this Invoice	0.00
HST	173.44
<b>Total Invoice</b>	<b>\$1,329.71</b>
<b>BALANCE NOW DUE</b>	<b>\$1,329.71</b>

**Payment Instructions:**

**File Number:** 10039598-00005  
**Bill Number:** 101167822  
**Balance Due:** \$1,329.71

Paying by cheque: Please return this page with payment.

E-Transfer Payments: please email [nsreceivables@coxandpalmer.com](mailto:nsreceivables@coxandpalmer.com). Please add 10039598 in the message option.

Online Banking: please add Cox & Palmer as a payee and enter your 8-digit client number 10039598 when prompted for an account.

Other Payment Options: Cash, Visa, Mastercard, Amex, In Office Debit, Wire.

Terms: An interest charge of 12% per annum is payable on the balance not paid within 45 days of the date of the invoice.

South Shore Seafoods Ltd.  
 Attention: James Foran  
 c/o Deloitte Restructuring Inc.  
 Suite 800 1741 Lower Water Street  
 Halifax, NS B3J 0J2

December 31, 2024  
 File #10039598-00005  
 Your Ref:  
 HST REG.#R119436244  
**Client # 10039598**

Invoice #:101167822

**For professional services rendered in connection with this matter:**

RE: South Shore Group

<u>DATE</u>	<u>INITIALS</u>	<u>FEE DESCRIPTION</u>	<u>HOURS</u>
01 Nov 24	SPG	Email to Service List re: sending the executed Order (Distribution and Stay Extension).	0.20 hrs.
13 Nov 24	GDM	Review and respond to email re collection matter; call with J Foran re fisher collections.	0.50 hrs.
14 Nov 24	GDM	Calls with J Foran and counsel to purchaser re AFM accounts receivable.	0.50 hrs.
18 Nov 24	MK	Call with counsel, M. Fraser; Email correspondence re same; Review of settlement offer and status of file; Emails exchanged with G. MacDonald.	0.70 hrs.
20 Nov 24	MK	Call with G. MacDonald and M. Fraser re affidavits.	0.30 hrs.
22 Nov 24	MK	Finalize and send letter to court regarding affidavit.	0.30 hrs.
28 Nov 24	MK	Email exchange with opposing counsel regarding court deadlines and days required for hearing; Draft letter to court re same.	0.40 hrs.
29 Nov 24	MK	Letter re hearing sent to court scheduling.	0.20 hrs.

TOTAL FEES:

\$1,121.50

FEE SUMMARY

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>
Gavin D. MacDonald	1.00 hrs.	\$500.00
Simon-Pierre Godbout	0.20 hrs.	\$400.00
Meaghan Kells	1.90 hrs.	\$285.00
	<u>3.10 hrs.</u>	

**Taxable Other Charges:**

Printing (in-house)	\$1.96
Total Taxable Other Charges	<u>\$1.96</u>
Total Other Charges	<u>\$1.96</u>

**Taxable disbursements:**

Delivery & courier	\$32.81
Total Taxable Disbursements	\$32.81
Total Disbursements	\$32.81

**SUMMARY:**

Professional Fees for this Invoice	\$1,121.50
HST on Professional Fees	168.23
Total Professional Fees Including Taxes	\$1,289.73
Taxable Other Charges	\$1.96
HST on Other Charges	0.29
Total Other Charges Including Tax	\$2.25
Taxable Disbursements for this Invoice	32.81
HST on Disbursements	4.92
Total Disbursements Including Tax	\$37.73
Total Invoice	\$1,329.71
<b>Balance now due</b>	<b>CAD \$1,329.71</b>

PO Box 2380 Central  
Nova Centre, South Tower  
1500-1625 Grafton Street  
Halifax, NS B3J 0E8  
Tel: (902) 421-6262  
Fax: (902) 421-3130

South Shore Seafoods Ltd.  
Attention: James Foran  
c/o Deloitte Restructuring Inc.  
Suite 800 1741 Lower Water Street  
Halifax, NS B3J 0J2

March 31, 2025  
File #10039598-00005  
Your Ref:  
HST REG.#R119436244  
**Client # 10039598**

**INVOICE SUMMARY**

Invoice # 101172986  
RE: South Shore Group

Professional Fees for this Invoice	10,592.50
Other Taxable Charges	85.06
Other Non-Taxable Charges	0.00
Taxable Disbursements for this Invoice	18.00
Non-Taxable Disbursements for this Invoice	66.00
HST	1,604.34
<b>Total Invoice</b>	<b>\$12,365.90</b>

**BALANCE NOW DUE**

**\$12,365.90**

**Payment Instructions:**

**File Number:** 10039598-00005

**Bill Number:** 101172986

**Balance Due:** \$12,365.90

Paying by cheque: Please return this page with payment.

E-Transfer Payments: please email [nsreceivables@coxandpalmer.com](mailto:nsreceivables@coxandpalmer.com). Please add 10039598 in the message option.

Online Banking: please add Cox & Palmer as a payee and enter your 8-digit client number 10039598 when prompted for an account.

Other Payment Options: Cash, Visa, Mastercard, Amex, In Office Debit, Wire.

Terms: An interest charge of 12% per annum is payable on the balance not paid within 45 days of the date of the invoice.

South Shore Seafoods Ltd.  
Attention: James Foran  
c/o Deloitte Restructuring Inc.  
Suite 800 1741 Lower Water Street  
Halifax, NS B3J 0J2

March 31, 2025  
File #10039598-00005  
Your Ref:  
HST REG.#R119436244  
**Client # 10039598**

Invoice #:101172986

**For professional services rendered in connection with this matter:**

RE: South Shore Group

<u>DATE</u>	<u>INITIALS</u>	<u>FEE DESCRIPTION</u>	<u>HOURS</u>
13 Jan 25	MK	Draft letter to opposing counsel regarding application and next steps; Brief meeting with G. MacDonald.	0.50 hrs.
17 Jan 25	GDM	Letter re status of litigation; report email to J Foran.	0.50 hrs.
17 Jan 25	MK	Finalize and send letter to counsel regarding dates for motion to dismiss; Emails to client re same and strategy.	0.40 hrs.
03 Feb 25	MK	Brief conference with G. MacDonald re next steps; Review of default documents and related rule; Begin draft documents.	0.50 hrs.
04 Feb 25	MK	Update to G. MacDonald re default motion.	0.30 hrs.
06 Feb 25	MK	Email to M. Fraser re timing of upcoming motion.	0.30 hrs.
10 Feb 25	MK	Email to counsel re motion; Draft motion documents; Email to G. MacDonald.	3.60 hrs.
11 Feb 25	GDM	Call with J Foran re status; review and finalize motion materials re judgment; instructions to M Kells re same.	1.00 hrs.
11 Feb 25	MK	Finalize motion for default under rule 5.24; Draft and compile affidavit re same; Email to client; Meet with client to sign affidavit; Review of case law re 5.24; Finalize and file documents with court.	3.30 hrs.
14 Feb 25	MK	Finalize affidavit of service for motion.	0.30 hrs.
18 Feb 25	MK	Brief discussion with G. MacDonald re settlement; Review of affidavit for hearing.	0.20 hrs.
19 Feb 25	GDM	Conference with M Kells re Feb 20 hearing; call with J Foran re hearing and possible settlement; call with defendant counsel re settlement.	0.50 hrs.
19 Feb 25	MK	Call and voicemail from opposing counsel; Emails exchanged with opposing counsel; Brief meeting with G. MacDonald re motion; Follow up to counsel; Call with counsel; Update to G. MacDonald and call with client; Follow up call to counsel regarding potential settlement; Email follow up to client re same; Email from counsel with settlement offer; Brief meeting with associate regarding judgment execution; Email	2.30 hrs.

		to client re same; Follow up call with G. MacDonald with instructions; Email confirming adjournment.	
19 Feb 25	LHB	Meet with Meaghan Kells to discuss enforcement of eventual judgment.	0.20 hrs.
20 Feb 25	MK	Email exchange with opposing counsel regarding adjournment; Attend chambers for motion under rule 5.24 requesting adjournment; Email update and request for instructions to client; Email update to opposing counsel; Further email exchanges with client regarding trial dates; Email to Court regarding return date for motion; Update to all parties; Revision to brief for application.	3.70 hrs.
21 Feb 25	DEC	Review of correspondence regarding hearing.	0.20 hrs.
21 Feb 25	MK	Email from client; Email response to client offering call; Follow up communication to Court re motion date.	0.50 hrs.
26 Feb 25	DEC	Review of correspondence to client regarding potential settlement and next steps.	0.10 hrs.
07 Mar 25	GDM	Review and respond re application brief.	0.30 hrs.
07 Mar 25	MK	Finalize brief for application; Draft letter to court re same; Update to G. MacDonald.	1.70 hrs.
10 Mar 25	MK	Follow up re status of filing; Email to counsel re filed documents.	0.30 hrs.
10 Mar 25	MK	Email from J. Foran; Brief call with G. MacDonald; Email response to J. Foran; Exchange with opposing counsel re settlement.	0.70 hrs.
11 Mar 25	MK	Exchanges with M. Fraser re settlement; Call with M. Fraser re same; Update and report to client re possibility of settlement; Exchange with client regarding financing.	1.10 hrs.
12 Mar 25	MK	Receipt and service of filed application brief.	0.20 hrs.
17 Mar 25	MK	Brief discussion with G. MacDonald re status; Email from client; Follow up to counsel; Email response to client.	0.50 hrs.
18 Mar 25	MK	Email from counsel with potential offer.	0.20 hrs.
19 Mar 25	GDM	Call with J Foran re Sea Well litigation; emails re same.	0.40 hrs.
19 Mar 25	MK	Email to client providing update; Brief update to G. MacDonald.	0.30 hrs.
19 Mar 25	MK	Email exchange and call with M. Fraser re settlement; Email to J. Foran with update.	0.50 hrs.
20 Mar 25	MK	Various emails exchanged with counsel regarding potential settlement.	0.50 hrs.
21 Mar 25	MK	Follow up with counsel; Emails exchanged regarding timing of settlement.	0.40 hrs.
25 Mar 25	GDM	Draft assignment of debt; email same to R Arsenault counsel.	0.50 hrs.
25 Mar 25	MK	Email from counsel re settlement; Email to client with update.	0.30 hrs.
27 Mar 25	MK	Emails exchanged with counsel regarding potential settlement; Further emails re same; Voicemail re	0.40 hrs.

28 Mar 25	MK	settlement. Emails exchanged with counsel regarding potential settlement; Emails regarding limitation period question; Brief conference with G. MacDonald re limitation; Further emails re settlement; Request for updates from client; Call with M. Fraser re settlement and Monday motion; Further exchanges with counsel re funds and timing of same.	1.30 hrs.
29 Mar 25	MK	Further correspondence with counsel for debtor re settlement.	0.40 hrs.
30 Mar 25	MK	Email update to client providing settlement status; Exchange with G. MacDonald re same.	0.40 hrs.
31 Mar 25	MK	Emails exchanged with counsel re trust funds; Call with counsel; Exchange with G. MacDonald; Attendance at court to confirm settlement; Email update to counsel re funds; Email update to client.	2.50 hrs.

TOTAL FEES: \$10,592.50

FEE SUMMARY

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>
Gavin D. MacDonald	3.20 hrs.	\$500.00
Devon E. Cassidy	0.30 hrs.	\$375.00
Meaghan Kells	27.60 hrs.	\$320.00
Leandra H. Bouman	0.20 hrs.	\$240.00
	31.30 hrs.	

**Taxable Other Charges:**

Binding	\$18.00
Photocopies	1.05
Printing (in-house)	66.01
Total Taxable Other Charges	\$85.06

Total Other Charges \$85.06

**Non-taxable disbursements:**

Prothonotary's Fees (NT) \$66.00

Total Non-Taxable Disbursements: \$66.00

**Taxable disbursements:**

Delivery & courier \$18.00

Total Taxable Disbursements \$18.00

Total Disbursements	\$84.00
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**SUMMARY:**

Professional Fees for this Invoice	\$10,592.50
HST on Professional Fees	1,588.88
Total Professional Fees Including Taxes	\$12,181.38

Taxable Other Charges	\$85.06
HST on Other Charges	12.76
Total Other Charges Including Tax	\$97.82

Taxable Disbursements for this Invoice	18.00
Non-Taxable Disbursements for this Invoice	66.00
HST on Disbursements	2.70
Total Disbursements Including Tax	\$86.70

Total Invoice	\$12,365.90
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<b>Balance now due</b>	<b>CAD \$12,365.90</b>
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*This is Exhibit "B" referred to in the Affidavit of Gavin MacDonald sworn before me on the 9<sup>th</sup> day of June, 2025.*



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Signature

**Erin M. Huntington**  
A Barrister & Solicitor of the  
Supreme Court of Nova Scotia

## SUMMARY OF FEES

Calculation of Average Hourly Billing Rates of  
CP for the Initial Period

Invoice No.	Fees	Disburs.	HST	Hours	Average Hourly Rate	Total
101167822	\$1,121.60	\$34.77	\$173.44	3.1	\$395.00	\$1,329.71
101172986	\$11,714.00	\$169.06	\$1,777.78	31.3	\$358.75	\$12,365.90
					<b>Total Fees</b>	<b>\$13,365.90</b>