

2024

Hfx No.

**SUPREME COURT OF NOVA SCOTIA
IN BANKRUPTCY AND INSOLVENCY**

**In the Matter of the Receivership of TCAS Holdings Limited, Sustainable Fish Farming
(Canada) Limited, Sustainable Blue Inc. and TCAS IP Inc.**

Between:

4595756 Nova Scotia Limited

Applicant

and

**TCAS Holdings Limited, Sustainable Fish Farming (Canada) Limited, Sustainable
Blue Inc. and TCAS IP Inc.**

Respondents

Affidavit of Thane Stevens

I, Thane Stevens, make oath and give evidence as follows:

1. I am a director and President of 4595756 Nova Scotia Limited ("**459NSL**"), the Applicant in these proceedings.
2. I am also a director of each of Sustainable Fish Farming (Canada) Limited ("**SFFC**") and Sustainable Blue Inc. ("**Sustainable Blue**"), and a director and President of each of TCAS Holdings Limited ("**TCAS Holdings**") and TCAS IP Inc. ("**TCAS IP**" and collectively with SFFC, Sustainable Blue, and TCAS Holdings, the "**SFFC Group**").
3. I have personal knowledge for the evidence sworn to in this affidavit except where otherwise stated to be based on information and belief.
4. I state in this affidavit the source of any information not based on my own personal knowledge and I state my belief of the source.
5. This affidavit is made in support of the application of 459NSL for an order appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver and manager over all of the assets,

undertakings and properties of the SFFC Group acquired for, or used in relation to a business carried on by the SFFC Group pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act* and the equitable jurisdiction of this Court as partially codified by subsection 43(9) of the *Judicature Act*.

CORPORATE STRUCTURE

6. The SFFC Group conduct their business through SFFC, which owns and operates a land-based marine aquaculture facility in Hants County, Nova Scotia (the **“Facility”**), where it grows Atlantic salmon. SFFC’s salmon are marketed under the brand name ‘Sustainable Blue’. Operations at the Facility are based upon, in part, a proprietary water filtration technology owned by TCAS IP and licenced to SFFC.
7. Each entity comprising the SFFC Group is a Nova Scotia limited company, formed and existing under the laws of the Province of Nova Scotia. Copies of the corporate profiles maintained by the Registry of Joint Stock Companies of each of the SFFC Group are attached as **Exhibits “1” to “4”**.
8. A summary of the registered office and principal business activities of each of the SFFC Group is set out below:

Entity	Registered Office	Principal Business Activity
Sustainable Fish Farming (Canada) Limited	20 Macdonald Avenue, Dartmouth, NS	Primary operating company; owns and operates the Facility.
Sustainable Blue Inc.	20 Macdonald Avenue, Dartmouth, NS	Inactive.
TCAS Holdings Limited	20 Macdonald Avenue, Dartmouth, NS	Holding company; holds shares of TCAS IP for the TCAS Holdings Shareholders (as defined below). Borrower under the Credit Facilities (as hereinafter defined).
TCAS IP Inc.	20 Macdonald Avenue, Dartmouth, NS	Owns proprietary intellectual property used in the business.

9. The shares of TCAS Holdings are held by a group of approximately 36 shareholders (the **“TCAS Holdings Shareholders”**).
10. The shares of SFFC are held by:
 - (a) the TCAS Holdings Shareholders, whom collectively hold a 32% interest in the shares of SFFC; and
 - (b) Bayt Al Qoot UK Ltd. (**“BAQ”**), which holds a 68% interest in the shares.
11. BAQ is a body corporate existing under the laws of the United Kingdom, with its owners residing in Morocco and the Middle East. In 2019, these investors, through BAQ, invested approximately US\$28 million in SFFC (comprised of US\$23 million in cash and US\$5 million in equipment-in-kind) in exchange for a 68% controlling interest in the company. As part of this transaction, BAQ also invested approximately CAD\$5 million in TCAS IP in exchange for a 49% interest in the company. Prior to this investment, the TCAS Holdings Shareholders owned and controlled SFFC.
12. The shares of TCAS IP are held by:
 - (a) TCAS Holdings, which holds a 51% interest in the shares of TCAS IP; and
 - (b) BAQ, which holds a 49% interest in the shares of TCAS IP.
13. Sustainable Blue is a wholly-owned subsidiary of SFFC. The company does not carry on any current business operations, nor does it own material assets. Sustainable Blue was previously used to process and sell SFFC’s fish products, which is now carried out by a third-party.
14. A copy of the organizational chart of the SFFC Group is attached as **Exhibit “5”**.

SFFC's BUSINESS & OPERATIONS

Overview of the Business

15. As noted above, SFFC owns and operates a land-based marine aquaculture facility in Hants County, Nova Scotia (the Facility). SFFC grows and sells Atlantic salmon, and has been operating since 2010. SFFC currently employs 32 full-time staff at the Facility.
16. SFFC owns the real property located at 259 Red Bank Road, Centre Burlington, Hants County, Nova Scotia, where the Facility is located. SFFC also leases property at this location from Syscom (UK) Limited.
17. The Facility is designed to mimic the traditional life-cycle of wild Atlantic salmon. As with wild Atlantic salmon, SFFC's fish start their lives in fresh water and then "migrate" to saltwater as part of their natural development.
18. Salmon eggs are imported from a brood stock facility in Iceland every six weeks and introduced into production. The juvenile fish spend approximately ten months in fresh water before being transferred into the salt water grow out modules for a further period of fourteen months. At the end of the growing cycle, fish are harvested at a weight of approximately four kilograms.
19. Once fully grown, SFFC sells all of its fish to a single processor and distributor, Fathom Fish & Seafood Inc. SFFC's fish are transported from its Facility to Fathom Fish & Seafood Inc.'s processing facility near Meteghan, Nova Scotia, where they are processed into various product forms for market. The processed fish products are marketed under the brand name 'Sustainable Blue'.

SFFC's Proprietary Technology

20. The SFFC Facility utilizes a proprietary water filtration technology in order to raise its salmon. This technology is licenced by SFFC from TCAS IP.
21. The proprietary filtration technology has been designed and improved over many years. To date, over \$78 million has been invested in SFFC's Facility and the accompanying technology, comprised of \$60 million in equity investments and \$18 million in shareholder loans. The SFFC Facility is the world's first closed-loop land-based saltwater fishery that re-uses 100% of its water, with zero wastewater emissions.

22. The Facility uses a recirculating aquaculture system, meaning that the water is constantly monitored, filtered, and recycled throughout the Facility. What sets SFFC's system apart from other land-based aquaculture facilities is that, through extensive research and development, the SFFC Group have eliminated the requirement to discharge any fishery waste back into the ocean. Waste solids are instead taken away to generate electricity, and wastewater is cleaned and returned back to the Facility. Nothing is discharged into the environment.
23. Because the SFFC system is fully self-contained, its salmon are free of sea lice and other fish diseases and require zero antibiotics. From incubation to harvest, they are fed only sustainably-sourced marine proteins and oils, without growth hormones, ensuring their life cycle follows that of Atlantic salmon in the wild as closely as possible.
24. A licensing agreement exists between SFFC and TCAS IP which allows SFFC to utilize TCAS IP's intellectual property for an annual licensing fee of \$100,000, which is payable only after achieving profitability. No payments have been made to date as the Facility has yet to achieve profitability.

Growth of the Business

25. In late 2021, the shareholders of SFFC sought to expand SFFC's business significantly. SFFC worked with The Bank of Nova Scotia with the goal of raising approximately \$250 million to be used to expand SFFC's salmon production by up to five times, and to vertically integrate the business by bringing processing, sales and distribution in-house.
26. Over the next eighteen months, SFFC held discussions with numerous interested potential investors and funds. Ultimately, while potential investors recognized the strategic advantage of the SFFC Group's proprietary filtration system technology, there was a consensus that SFFC needed to reach its full production capabilities at the Facility before further investments would be made.

27. As a result, in Spring 2023, SFFC paused its efforts to raise further investments in order to focus on increasing production at the Facility. At that time, internal production and financial forecasts predicted that SFFC would reach and sustain its designed maximum output in the first quarter of 2024. At maximum production, revenue was forecasted to be approximately \$15 million annually and the business was forecasted to be cash-flow positive.

The November 4, 2023 Incident

28. On November 4, 2023, the building at the Facility that holds the largest, most mature fish in SFFC's production cycle experienced a structural collapse in a critical piece of equipment known as the biological filter (the "**November 4th Incident**").
29. The biological filter is a large cylindrical vessel which processes approximately 5,000 metric tonnes of water every hour. One of the key purposes of the biological filter is to remove dissolved carbon dioxide (CO₂) released by the fish during respiration. Dissolved carbon dioxide becomes toxic to fish above a critical level, with the impact on the fish being determined by the amount of dissolved carbon dioxide in the water and the period of exposure for the fish. Symptoms of carbon dioxide exposure in the fish can range from poor appetite response at relatively low levels of dissolved carbon dioxide, to sudden death at extremely high levels of the exposure.
30. When the biological filter experienced a structural collapse, its ability to remove carbon dioxide was instantly compromised. The collapse also caused millions of plastic rings previously contained within the biofilter biological filter to be released into main fish (holding) tanks, reducing the water flow rates within the filtration system dramatically. The combination of reduced efficiency in carbon dioxide removal and significant reduction in water flow rates led to carbon dioxide levels becoming lethal in the main fish tank within a few hours.
31. There were approximately 96,000 fish in the particular building on the date of the November 4th Incident. All the fish were lost within 12 hours. The fish lost represented all of SFFC's fish scheduled to be harvested between November 28, 2023 and July 31, 2024. Due to delays in the repair of the biological filter, I understand that current production forecasts indicate that SFFC will begin to have fish ready for sale on or around September 1, 2024.

32. As the fish lost were SFFC's largest, most mature fish in production, SFFC faced an immediate and significant gap in revenue. While fish housed in other buildings at the Facility were unaffected by the failure of the biological filter, these fish are in earlier stages of production and require further development (i.e. time) before they are market ready.
33. Revised financial forecasts after the November 4th Incident have indicated a need for new funding of approximately \$12 million in order to stabilize business operations. Following the November 4th Incident, shareholders have injected approximately \$2.3 million of new money into SFFC and, as further described below, it is anticipated that 459NSL will have advanced approximately \$1.5 million to SFFC by way of protective disbursements (as of March 31), bringing SFFC's current capital requirements down to approximately \$8.6 million (following March 31, 2024).¹
34. As of March 1, 2024, there were approximately 480,000 fish remaining at the Facility in various stages of development. Growing SFFC's remaining fish to full size and maturity for sale should allow SFFC to resume supplying its customers in September 2024. Until this time, SFFC faces an immediate liquidity crisis. Keeping SFFC's remaining fish healthy and on the standard growth track is critical if the business is expected to survive.

FINANCIAL CIRCUMSTANCES

SFFC's Financial Position

35. The SFFC Group reports their financials on a non-consolidated basis.
36. As of December 31, 2022, SFFC had an operating loss of approximately \$6,000,000 for 2022, and a total deficit position of approximately \$38.15 million. SFFC has incurred losses since its inception, and has been dependent on additional investments (including loans from its shareholders, as will be described below) in order to sustain operations.

¹ The initial forecasts following the November 4th Incident were based upon SFFC's remaining fish being ready for sale beginning on August 1, 2024. Revised forecasts have extended this date to September 1, 2024 (due to delays in the repair of the biological filter).

37. As of December 31, 2023, SFFC had current assets of approximately \$11.4 million versus current liabilities of approximately \$2 million. However, of this \$11.4 million of current assets (as of December 31, 2023), approximately \$10.2 million was inventory (i.e. fish in various stages of the grow-out process) and equipment, and only \$840,000 (approximately) was cash or other receivables.
38. As described above, the November 4th Incident has had an immediate and significant impact on SFFC's operations and revenue. With much of its revenue producing product lost, SFFC has depleted its cash reserves in order to maintain operations.
39. While the other companies comprising the SFFC Group do not carry on an active business, there are various inter-company loans between the SFFC Group.

Issues with Shareholder Funding

40. SFFC's operations have been dependant, in part, on capital injections from its shareholders (by way of both equity investments and shareholder loans). Up until December 31, 2022, shareholder capital injections have generally been made on a *pro rata* basis. However, beginning in January 2023 the TCAS Holdings Shareholders, who are the minority shareholders of SFFC, have provided a disproportionately large share of shareholder funding of SFFC. From January 2023 to March 6, 2024, shareholder advances from the TCAS Holdings Shareholders have totaled approximately \$4.5 million, while advances from BAQ have totaled approximately \$2.6 million.
41. Without a current revenue stream, SFFC has been reliant on emergency loans made by shareholders in order to fund continuing operations. Since the November 4th Incident, TCAS Holdings Shareholders have provided the majority of the emergency operating funds to SFFC, again despite being the minority shareholders. In particular, since the November 4th Incident, emergency funds have been provided primarily by myself and Jim Lawley by way of loans to SFFC and direct payments to the company's creditors. Such loans and payments have totaled over \$1.3 million (up to March 7, 2024). However, without any form of security for additional advances, we, and the TCAS Holdings Shareholders as a whole, are not prepared to continue to fund the operations of SFFC by making shareholder loans to the company.

42. As more particularly described below, on March 8, 2024, 459NSL acquired the SFFC Group's outstanding senior-secured credit facilities (originally made available by The Bank of Nova Scotia). Since that time, 459NSL has funded the operations of SFFC by way of protective disbursements made to SFFC under its credit facilities and security. As more particularly set out below, such funding by way of protective disbursements is intended to be a temporary measure to keep SFFC's business afloat until a re-capitalization or sale of the business is completed.
43. SFFC holds various insurance policies in respect of its operations, and is in the process of making a claim with its insurers in respect of the November 4th Incident. The quantum and timing of payment of such insurance claim(s) are yet to be determined. While the proceeds of SFFC's insurance claim(s) will assist SFFC's recovery from the November 4th Incident, immediate funding is nonetheless required. In addition, 459NSL holds an assignment of the proceeds of such policies pursuant to the Assignment of Debt and Security (as defined below).

CREDIT FACILITIES AND SECURITY

459NSL Credit Facilities

44. The Applicant (459NSL) is the SFFC Group's primary secured creditor, pursuant to an assignment of debt and security dated March 8, 2024 (the "**Assignment of Debt and Security**"). Under the Assignment of Debt and Security, The Bank of Nova Scotia ("**BNS**") assigned all of its right, title and interest in a third amended and restated credit agreement dated June 27, 2023 (the "**Credit Agreement**") among TCAS Holdings, as borrower, TCAS IP, SFFC, and Sustainable Blue, as guarantors, and BNS, as lender, the credit facilities and the outstanding balance of the indebtedness owing thereunder, and all guarantees and security held in connection with the Credit Agreement to 459NSL. A copy of the Assignment of Debt and Security is attached as **Exhibit "6"**.
45. The Credit Agreement provides for a two non-revolving term loan facilities in the principal amounts of \$17.5 million and \$4 million (collectively, the "**Credit Facilities**"). The term loans are subject to interest at BNS' prime rate plus 1.50% per annum and BNS' prime rate plus 1.70% per annum, respectively (other than loans drawn by way of bankers' acceptances). Interest-only payments were required until the maturity date of the Credit

Facilities, which was March 8, 2024. A copy of the Credit Agreement (with the schedules to the Credit Agreement removed) is attached as **Exhibit “7”**.

46. The Credit Agreement was entered into for the purpose of providing construction funding for the Facility and operational funding to SFFC, and all loan proceeds have been loaned to SFFC for this purpose.
47. As security for TCAS Holdings’ obligations in respect of the Credit Agreement, the SFFC Group entered into and provided the following security agreements in favour of BNS (collectively, the “**BNS Security**”):
 - (a) Debenture dated March 5, 2021 granted by SFFC charging the real property located at 259 Red Bank Road, Centre Burlington, Nova Scotia (attached as **Exhibit “8”**);
 - (b) General Security Agreement dated March 9, 2021 granted by TCAS Holdings (attached as **Exhibit “9”**);
 - (c) General Security Agreement dated March 9, 2021 granted by TCAS IP (attached as **Exhibit “10”**);
 - (d) General Security Agreement dated March 9, 2021 granted by SFFC (attached as **Exhibit “11”**);
 - (e) General Security Agreement dated October 19, 2021 granted by Sustainable Blue (attached as **Exhibit “12”**);
 - (f) Share Pledge Agreement (Special Hypothecation) dated October 19, 2021 granted by SFFC (attached as **Exhibit “13”**);
 - (g) Share Pledge Agreement (Special Hypothecation) dated March 9, 2021 granted by TCAS Holdings (attached as **Exhibit “14”**);
 - (h) Assignment of Insurance dated March 9, 2021 granted by SFFC (attached as **Exhibit “15”**);

- (i) Assignment of Material Contracts dated March 9, 2021 granted by SFFC (attached as **Exhibit “16”**);
 - (j) Assignment of Material Contracts dated March 9, 2021 granted by TCAS IP (attached as **Exhibit “17”**);
 - (k) Omnibus Guarantee dated March 9, 2021 granted by TCAS Holdings, SFFC and TCAS IP (attached as **Exhibit “18”**);
 - (l) Guarantee dated October 19, 2021 granted by Sustainable Blue (attached as **Exhibit “19”**);
 - (m) Postponement and Subordination Undertaking dated March 9, 2021 granted by TCAS Holdings (attached as **Exhibit “20”**); and
 - (n) Postponement and Subordination Undertaking dated March 9, 2021 granted by TCAS Holdings and BAQ (attached as **Exhibit “21”**).
48. In addition to the above-noted security, 459NSL also holds (by way of the Assignment of Debt and Security) limited recourse guarantees and share pledge agreements from certain shareholders of the SFFC Group. 459NSL has not issued demands to these shareholders and does not intend to enforce such security at this time (however, it reserves its right to do so at a later date).

Other Creditors

49. In addition to the Applicant (459NSL), the secured creditors of SFFC include Linde Canada Inc. and Atlantic Compressed Air Ltd. in respect of specific equipment.
50. SFFC has also received unsecured loans from the Atlantic Canada Opportunities Agency (“**ACOA**”) and the Atlantic Fisheries Fund, a contribution program funded by the federal and provincial governments. As of December 31, 2023, the balance owing by SFFC to ACOA was approximately \$1.38 million, and the balance owing by SFFC in respect of the Atlantic Fisheries Fund was approximately \$4 million.

51. With respect to trade creditors, as of March 13, 2024, SFFC had accounts payable in excess of \$2 million (which does not take into account payments made directly to creditors by Jim Lawley and myself).

PROPOSED RECEIVERSHIP

Assignment of Credit Facilities & Interim Funding

52. BNS had been kept aware of all developments in respect of SFFC's business and operations since the November 4th Incident. The existing loan facilities under the Credit Agreement matured and were repayable in full on March 8, 2024, and BNS made it clear to the SFFC Group that they required a credible funding plan from shareholders and additional and immediate shareholder advances before it would consider extending the maturity date of the Credit Facilities. TCAS Holdings was also in default of certain terms of the Credit Agreement prior to the maturity date as a result of the November 4th Incident.
53. Given the imminent maturity date and inability of the TCAS Holdings Shareholders and BAQ to provide the necessary funds to SFFC if it was to survive, Jim Lawley and myself (via 459NSL) felt we had no other option but to acquire the Credit Agreement and associated Credit Facilities in order to protect the SFFC Group from BNS realizing on its security and in order to ensure that SFFC could maintain operations until a long-term funding solution could be implemented.
54. I am advised by counsel to 459NSL that they understand that BAQ was also provided an opportunity to purchase the Credit Facilities and BNS Security, but declined to do so.
55. While 459NSL's acquisition of the Credit Facilities provided some temporary relief for the SFFC Group, SFFC still faces an immediate and acute liquidity crisis as a result of the November 4th Incident. Additional investments are required in order to provide working capital to SFFC so that it may sustain its operations and grow its remaining fish to maturity, re-starting the company's revenue stream. Without additional funding, SFFC will be forced to euthanize its remaining fish.

56. Since acquiring the Credit Agreement and BNS Security on March 8, 2024, 459NSL has continued to advance funds to SFFC as protective disbursements under the Credit Agreement and BNS Security. These protective disbursements have totaled approximately \$640,000 as of March 11, 2024. It is anticipated that 459NSL will have advanced approximately \$1.5 million to SFFC as protective disbursements by March 31, 2024, in order to allow SFFC to maintain operations.
57. The protective disbursements and advances to date have been made to suppliers and other contractors whose supplies and services are critical to keeping SFFC's remaining fish alive. Immediate threats to the operation include:
- (a) Deliveries of emergency bulk oxygen may be withheld; without oxygen the fish will perish within 15 minutes.
 - (b) Deliveries of fish feed may be withheld; without feed, the fish will stop growing which will further extend SFFC's projected \$8.6 million cash flow gap. Underfeeding the fish will causes stressors within the fish and renders them susceptible to disease and other welfare issues. Eventually, the fish will die without sufficient feed.
 - (c) Power to the Facility may be cut-off; without adequate electricity, the life support systems for the fish cannot operate (and the fish will die). While SFFC has back-up generators, these are for emergencies only and are not a long-term solution.
 - (d) Other critical maintenance services for the Facility may be denied, increasing the risk of failure of key life support systems and equipment.
 - (e) Maintaining current payroll and staff is critical to ensure the survival of the remaining fish on site.

58. Following the November 4th Incident, SFFC engaged BlueTech Systems Limited (“**BlueTech NS**”) to repair the damaged biological filter. I (via holding companies) am a minority shareholder of BlueTech NS while Dr. Jeremy Lee, being one of the original founders of SFFC and a developer of the proprietary technology, is the majority shareholder. Dr. Jeremy Lee is also the principal of BlueTech Systems International Ltd., which manufactures certain specialized equipment used in the SFFC Group’s proprietary technology (and in the Facility), and Dr. Jeremy Lee holds shares in SFFC and TCAS Holdings via BlueTech Systems Ltd., a UK company.
59. Payments have been made to BlueTech NS so that repair work on the biological filter may continue. If the biological filter is not repaired, SFFC will be unable to utilize the associated fish holding tanks to house its remaining fish. This in turn will put these remaining fish at risk as they continue to grow as overcrowding will become an issue. As a result, in the event that the biological filter is not repaired SFFC will need to consider euthanizing some of its remaining fish in order to provide suitable conditions for the balance of the remaining fish. There is no other supplier (other than BlueTech NS) that can complete this work in the timeframe required by SFFC.
60. Despite these advances, SFFC still owes significant amounts to trade creditors.

SISP & Continued Funding During the Receivership

61. 459NSL intends to continue funding the working capital needs of SFFC during the course of the proposed receivership. Such amounts will be funded to Deloitte, as the proposed receiver, and be subject to the receiver’s borrowing charge and receiver’s certificates. However, while 459NSL’s advances (protective disbursements) to SFFC to date have assisted (and its continued funding during the course of the proposed receivership will assist) SFFC to stabilize its operations in the near term, this is not a long-term solution. As discussed above, the emergency loans and other funding to SFFC have been made primarily by minority shareholders of the SFFC Group, which is not a sustainable long-term solution. The ownership and business of the SFFC Group need to be restructured such that the SFFC Group has an ownership structure that is able and willing to provide the necessary working capital for the business.

62. Accordingly, 459NSL seeks to enforce its security in order to restructure the ownership and business of the SFFC Group. In particular, 459NSL's intention is that Deloitte will implement a sale and investment solicitation process in respect of the SFFC Group, in order to properly capitalize SFFC or complete a sale of the SFFC Group (or their business) as a going concern. 459NSL intends to submit a stalking-horse offer as part of the proposed sale and investment solicitation process.
63. As noted above, financial forecasts after the November 4th Incident have indicated a need for new funding of approximately \$8.6 million (following March 31, 2024) in order to stabilize business operations until SFFC's remaining fish can be supplied to customers in September 2024. SFFC's management have estimated that SFFC will require approximately \$1.525 million of additional funding in 30 days following March 31 in order to stabilize and maintain operations. Such amount will be used for, among other things:
- (a) Labour and employee costs (including executive and administrative staff salaries).
 - (b) The costs of feed, chemicals, oxygen, and other inputs necessary to keep the remaining fish alive and healthy.
 - (c) Rent, utilities, insurance, and other ongoing expenses.
 - (d) Estimated professional fees.
 - (e) The costs of repairs of the biological filter.
 - (f) Capital expenditures and other essential upgrades to the Facility that have been pending since the November 4th Incident.
64. A chart summarizing the proposed expenditures is attached as **Exhibit "22"**.
65. While 459NSL's protective disbursements to date have been limited to those suppliers and other creditors which are critical to keeping SFFC's remaining fish alive, 459NSL, in conjunction with Deloitte, may also begin to pay down amounts owing to other suppliers and creditors during the course of the receivership.

66. The management group of the SFFC Group believes that SFFC's operations can be viable both in the medium (following the maturation of SFFC's current fish and the re-starting of its revenue stream) and long term. As set out previously in this affidavit, prior to the November 4th Incident, management projected that SFFC's operations would be cash-flow positive in the first quarter of 2024. As shareholder loans to SFFC are no longer a viable option, should the receivership be granted, the proposed sale and investment solicitation process offers the best chance for SFFC's business to continue long-term.

Demand by 459NSL & Appointment of a Receiver

67. As noted above, the Credit Facilities matured on March 8, 2024. The SFFC Group was unable to repay its obligations to 459NSL pursuant to the Credit Agreement, as assigned by the Assignment of Debt and Security (in addition to certain other defaults under the Credit Agreement).
68. On March 12, 2024, 459NSL issued demand letters and Notices of Intention to Enforce a Security to each of the SFFC Group, copies of which are attached as **Exhibits "23" – "26"**. As of the date of demand, the total indebtedness owing by the SFFC Group to 459NSL was \$21,577,198.63.
69. As noted above, 459NSL did not issue demands to the other guarantors of the Credit Agreement (being certain shareholders of the SFFC Group), but reserves the right to do so in the future.
70. Since the demands were issued on March 12, 2024, the SFFC Group remains in default under the Credit Facilities. Due in part to the November 4th Incident, the SFFC Group is unable to repay their obligations in connection with the Credit Agreement and Credit Facilities.
71. Deloitte has agreed to act as receiver and manager over all of the assets, property and undertakings of the SFFC Group acquired for, or used in connection with the business carried on by the SFFC Group. A copy of the Consent to Act signed by a representative of Deloitte is attached at **Exhibit "27"**.
72. I make this affidavit in support of 459NSL's application for the appointment of Deloitte as receiver and manager, and for no other purpose.

SWORN before me at Halifax, Nova Scotia
this 26th day of March, 2024.



A Barrister of the Supreme Court of Nova
Scotia

David Wedlake



Thane Stevens

INDEX

Tab	Exhibit
1.	Registry of Joint Stock Companies Profile – TCAS Holdings Limited (“ TCAS Holdings ”)
2.	Registry of Joint Stock Companies Profile – Sustainable Fish Farming (Canada) Limited (“ SFFC ”)
3.	Registry of Joint Stock Companies Profile – Sustainable Blue Inc. (“ SBI ”)
4.	Registry of Joint Stock Companies Profile – TCAS IP Inc. (“ TCAS IP ”)
5.	Organizational Chart
6.	Assignment of Debt and Security dated March 8, 2024
7.	Third Amended and Restated Credit Agreement dated June 27, 2023
8.	Debenture (SFFC) dated March 5, 2021
9.	General Security Agreement (TCAS Holdings) dated March 9, 2021
10.	General Security Agreement (TCAS IP) dated March 9, 2021
11.	General Security Agreement (SFFC) dated March 9, 2021
12.	General Security Agreement (SBI) dated October 19, 2021
13.	Share Pledge Agreement (SFFC) dated October 19, 2021
14.	Share Pledge Agreement (TCAS Holdings) dated March 9, 2021
15.	Assignment of Insurance (SFFC) dated March 9, 2021
16.	Assignment of Material Contracts (SFFC) dated March 9, 2021
17.	Assignment of Material Contracts (TCAS IP) dated March 9, 2021
18.	Omnibus Guarantee (TCAS Holdings, SFFC and TCAS IP) dated March 9, 2021
19.	Guarantee (SBI) dated October 19, 2021
20.	Postponement and Subordination Undertaking (TCAS Holdings) dated March 9, 2021
21.	Postponement and Subordination Undertaking (TCAS Holdings & BAQ) dated March 9, 2021
22.	Proposed Expenditures Summary Chart
23.	Demand Letter and Notice of Intention to Enforce a Security (TCAS Holdings) – March 12, 2024
24.	Demand Letter and Notice of Intention to Enforce a Security (SFFC) – March 12, 2024
25.	Demand Letter and Notice of Intention to Enforce a Security (SBI) – March 12, 2024
26.	Demand Letter and Notice of Intention to Enforce a Security (TCAS IP) – March 12, 2024
27.	Consent to Act

This is Exhibit "1" to the affidavit of Thane
Stevens, sworn to before me at Halifax, Nova
Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

Profile Report

Entity details

Information as of	20 March 2024
Registry ID	3331319
Business/Organization Name	TCAS HOLDINGS LIMITED
Incorporation Date	09 October 2019
Annual Return due Date	31 October 2024
Type	Limited Company
Status	Active
Registered Office	20 MACDONALD AVE., DARTMOUTH, NOVA SCOTIA, B3B 1C5, CANADA
Mailing Address	20 MACDONALD AVE., DARTMOUTH, NOVA SCOTIA, B3B 1C5, CANADA

Directors and Officers

Name	Position	Civic Address	Mailing Address
JAMES C. LAWLEY	Director	1069 BEAUFORT AVENUE, SUITE 1997 HALIFAX NOVA SCOTIA B3H 3Y2 CANADA	
JAMES C. LAWLEY	SECRETARY	1069 BEAUFORT AVENUE, SUITE 1997 HALIFAX NOVA SCOTIA B3H 3Y2 CANADA	
THANE STEVENS	Director	20 MACDONALD AVE DARTMOUTH NOVA SCOTIA B3B 1C5 CANADA	
THANE STEVENS	President	20 MACDONALD AVE DARTMOUTH NOVA SCOTIA B3B 1C5 CANADA	

Recognized Agent

Name	Position	Civic Address	Mailing Address
MR CHRIS SANGSTER	Recognized Agent	20 MACDONALD AVENUE DARTMOUTH NOVA SCOTIA B3B 1C5 CANADA	20 MACDONALD AVENUE DARTMOUTH NOVA SCOTIA B3B 1C5 CANADA

Activity

Activity	Date
Company Annual Renewal Statement	23 October 2023
Company Annual Renewal Statement	31 October 2022
Company Annual Renewal Statement	29 October 2021
Company Change of Recognized Agent	23 February 2021
Company Change of Entity Address	23 February 2021
Annual Statement Filed	16 October 2020
Annual Renewal	16 October 2020
Filed Document	30 March 2020
Special Resolution	30 March 2020
Change of Directors	30 March 2020
Change of Directors	10 October 2019
Appoint an Agent	10 October 2019
Special Resolution	10 October 2019
Address Change	10 October 2019
Change of Directors	09 October 2019
Incorporated and Registered	09 October 2019

This is Exhibit "2" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

Profile Report

Entity details

Information as of	20 March 2024
Registry ID	3282115
Business/Organization Name	SUSTAINABLE FISH FARMING (CANADA) LIMITED
Incorporation Date	01 July 2014
Annual Return due Date	31 July 2024
Type	Limited Company
Status	Active
Registered Office	20 MACDONALD AVENUE, DARTMOUTH, NOVA SCOTIA, B3B 1C5, CANADA
Mailing Address	20 MACDONALD AVENUE, DARTMOUTH, NOVA SCOTIA, B3B 1C5, CANADA

Directors and Officers

Name	Position	Civic Address	Mailing Address
ABDULRAOUF MANNAA	Director	3909 MASKAH ALREHAB DISTRICT JEDDAH 875723345 SAUDI ARABIA	
JAMES C. LAWLEY	Director	1069 BEAUFORT AVENUE, SUITE 1997 HALIFAX NOVA SCOTIA B3H 3Y2 CANADA	
KIRK HAVERCROFT	CHIEF EXECUTIVE OFFICER	8843 HIGHWAY 221 CANNING NOVA SCOTIA B0P 1H0 CANADA	
TAHER ADABBAGH	Director	8233 ALI BIN AL-ALALAM ASH SHATI DISTRICT JEDDAH 236133177 SAUDI ARABIA	
TALAL ALMUHAIDIB	Director	4232 KHALIL ALMAGHRABI ST. UNIT NUMBER 2 ALRAWDHA DISTRICT RIYADH 714613213 SAUDI ARABIA	
THANE STEVENS	Director	UNIT 600, 5540 KAYE STREET HALIFAX NOVA SCOTIA B3K 1Y5 CANADA	



Registry of Joint Stock Companies

YASER NAGHI	Director	ALI IBN ABI TALEB STREET SHARAFIYA DISTRICT JEDDAH 21435 SAUDI ARABIA
YASER NAGHI	CHAIRMAN	ALI IBN ABI TALEB STREET SHARAFIYA DISTRICT JEDDAH 21435 SAUDI ARABIA
ZIKA BAKELA	DEPUTY CEO & SECRETARY	10 VITHYNIAS STREET NEA SMYRNI ATHENS 17123 GREECE

Recognized Agent

Name	Position	Civic Address	Mailing Address
CHRIS SANGSTER	Recognized Agent	20 MACDONALD AVE DARTMOUTH NOVA SCOTIA B3B1C5 CANADA	20 MACDONALD AVE DARTMOUTH NOVA SCOTIA B3B1C5 CANADA

Activity

Activity	Date
Company Annual Renewal Statement	30 July 2023
Company Annual Renewal Statement	26 July 2022
Company Annual Renewal Statement	08 July 2021
Company Change of Recognized Agent	29 January 2021
Company Change of Entity Address	27 January 2021
Company Change of Entity Address	27 January 2021
Company Change of Recognized Agent	27 January 2021
Company Change of Recognized Agent	27 January 2021
Company Change of Directors and Officers	27 January 2021
Change of Directors	11 September 2020
Address Change	11 September 2020
Change Address for Agent	11 September 2020
Annual Statement Filed	20 August 2020
Annual Renewal	20 August 2020
Special Resolution	30 March 2020
Filed Document	30 March 2020
Special Resolution	30 March 2020
Change of Directors	30 March 2020

Annual Renewal	28 June 2019
Annual Statement Filed	28 June 2019
Annual Renewal	07 August 2018
Annual Statement Filed	07 August 2018
Change of Directors	16 January 2018
Annual Renewal	31 August 2017
Annual Statement Filed	31 August 2017
Annual Renewal	31 August 2016
Annual Statement Filed	31 August 2016
Change of Directors	27 May 2016
Annual Renewal	21 August 2015
Annual Statement Filed	21 August 2015
Date of Filing Amalgamation	01 July 2014
Address Change	01 July 2014
Change of Directors	01 July 2014
Appoint an Agent	01 July 2014

Related Registrations

Relationship	Name
Amalgamated From	SUSTAINABLE FISH FARMING (CANADA) LIMITED
Amalgamated From	RED BANK HOLDINGS LIMITED
Amalgamated From	SEGUE HOLDINGS LIMITED
Amalgamated From	3264274 NOVA SCOTIA LIMITED

This is Exhibit "3" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024

A handwritten signature in blue ink, appearing to read "David Wedlake", written over a horizontal line.

David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

Profile Report

Entity details

Information as of	20 March 2024		
Registry ID	3301861		
Business/Organization Name	SUSTAINABLE BLUE INC.		
Incorporation Date	18 October 2016		
Annual Return due Date	31 October 2024		
Type	Limited Company		
Status	Active		
Registered Office	20 MACDONALD AVENUE, DARTMOUTH, NOVA SCOTIA, B3B 1C5, CANADA		
Mailing Address	20 MACDONALD AVENUE, DARTMOUTH, NOVA SCOTIA, B3B 1C5, CANADA		
Name History	3301861 NOVA SCOTIA LIMITED	20 October 2016	02 November 2020

Directors and Officers

Name	Position	Civic Address	Mailing Address
KIRK HAVERCROFT	CHIEF EXECUTIVE OFFICER & SECRETARY	8843 HIGHWAY 221 CANNING NOVA SCOTIA B0P 1H0 CANADA	
THANE STEVENS	Director	20 MACDONALD AVENUE DARTMOUTH NOVA SCOTIA B3B 1C5 CANADA	

Recognized Agent

Name	Position	Civic Address	Mailing Address
CHRIS SANGSTER	Recognized Agent	20 MACDONALD AVE DARTMOUTH NOVA SCOTIA B3B 1C5 CANADA	20 MACDONALD AVE DARTMOUTH NOVA SCOTIA B3B 1C5 CANADA

Activity

Activity	Date
Company Change of Recognized Agent	11 January 2024
Company Annual Renewal Statement	22 November 2023
Company Annual Renewal Statement	31 October 2022
Authorized Filer - Company	04 April 2022
Filed Name Change	02 November 2020
Annual Statement Filed	30 October 2020
Annual Renewal	30 October 2020
Annual Renewal	26 October 2020
Annual Statement Filed	26 October 2020
Appoint an Agent	21 October 2020
Address Change	21 October 2020
Change of Directors	21 October 2020
Annual Renewal	13 November 2019
Annual Statement Filed	13 November 2019
Annual Renewal	15 October 2018
Annual Statement Filed	12 October 2018
Annual Renewal	06 October 2017
Annual Statement Filed	06 October 2017
Incorporated and Registered	18 October 2016
Appoint an Agent	18 October 2016
Address Change	18 October 2016
Change of Directors	18 October 2016

This is Exhibit "4" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

Profile Report

Entity details

Information as of	20 March 2024
Registry ID	3331320
Business/Organization Name	TCAS IP INC.
Incorporation Date	09 October 2019
Annual Return due Date	31 October 2024
Type	Limited Company
Status	Active
Registered Office	20 MACDONALD AVE., DARTMOUTH, NOVA SCOTIA, B3B1C5, CANADA
Mailing Address	20 MACDONALD AVE., DARTMOUTH, NOVA SCOTIA, B3B1C5, CANADA

Directors and Officers

Name	Position	Civic Address	Mailing Address
ABDULRAOUF MANNAA	Director	3909 MASKAH ALREHAB DISTRICT JEDDAH 8757 23345 SAUDI ARABIA	
JIM LAWLEY	Director	1069 BEAUFORT AVENUE, SUITE 1997 HALIFAX NOVA SCOTIA B3H 3Y2 CANADA	
JIM LAWLEY	SECRETARY	1069 BEAUFORT AVENUE, SUITE 1997 HALIFAX NOVA SCOTIA B3H 3Y2 CANADA	
THANE STEVENS	Director	20 MACDONALD AVE DARTMOUTH NOVA SCOTIA B3B 1C5 CANADA	
THANE STEVENS	President	20 MACDONALD AVE DARTMOUTH NOVA SCOTIA B3B 1C5 CANADA	
YASER NAGHI	Director	ALI IBN ABI TALEB STREET SHARAFIYA DISTRICT JEDDAH 21435 SAUDI ARABIA	

Recognized Agent

Name	Position	Civic Address	Mailing Address
CHRIS SANGSTER	Recognized Agent	20 MACDONALD AVENUE DARTMOUTH NOVA SCOTIA B3B 1C5 CANADA	20 MACDONALD AVENUE DARTMOUTH NOVA SCOTIA B3B 1C5 CANADA

Activity

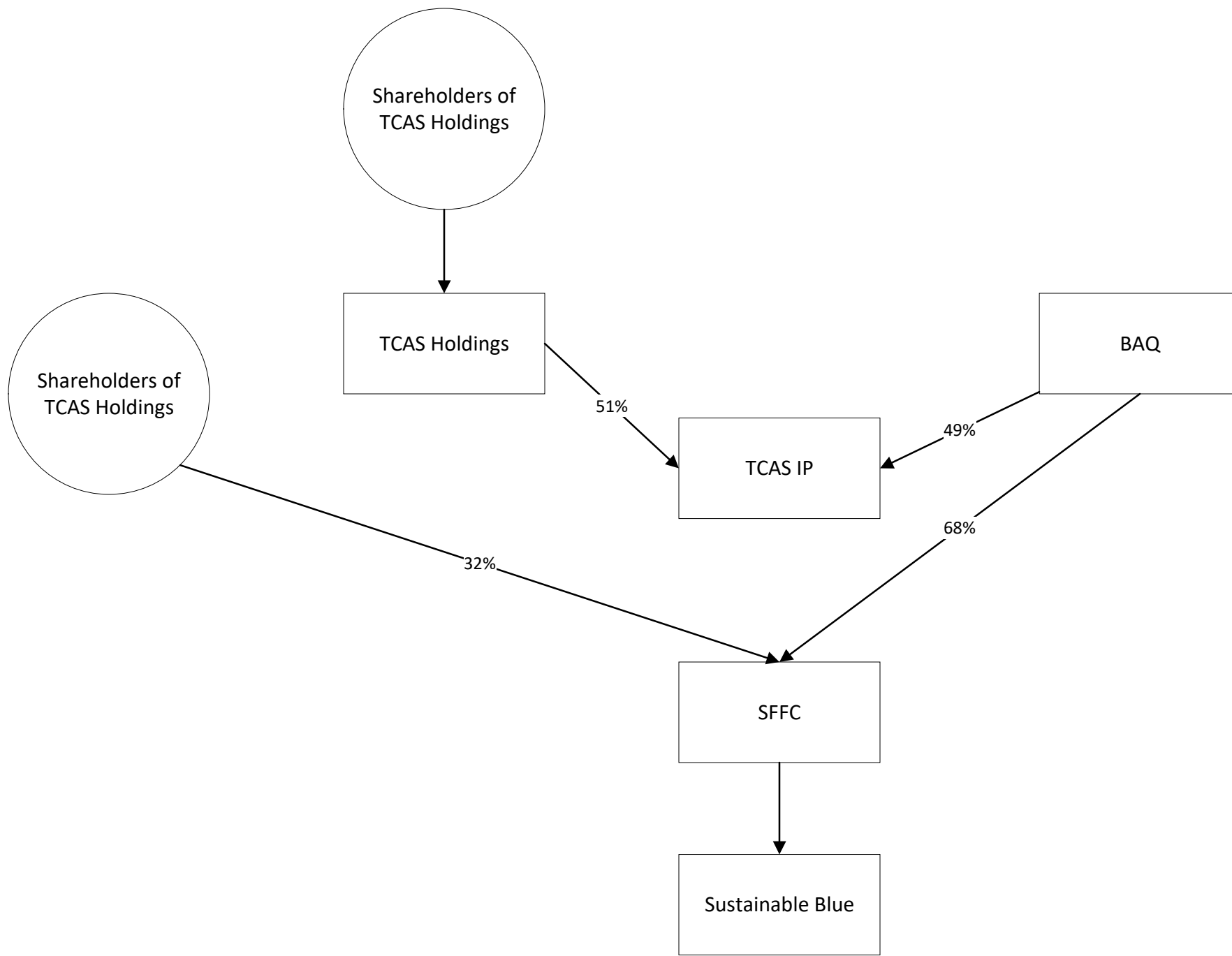
Activity	Date
Company Annual Renewal Statement	23 October 2023
Company Annual Renewal Statement	31 October 2022
Company Annual Renewal Statement	26 July 2022
Company Change of Recognized Agent	09 September 2021
Authorized Filer - Company	01 September 2021
Company Change of Recognized Agent	23 February 2021
Company Change of Entity Address	23 February 2021
Annual Statement Filed	16 October 2020
Annual Renewal	16 October 2020
Change of Directors	02 April 2020
Filed Document	30 March 2020
Special Resolution	30 March 2020
Change of Directors	30 March 2020
Change of Directors	10 October 2019
Special Resolution	10 October 2019
Appoint an Agent	10 October 2019
Address Change	10 October 2019
Change of Directors	09 October 2019
Incorporated and Registered	09 October 2019

This is Exhibit "5" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake

A Barrister of the Supreme Court of Nova
Scotia



This is Exhibit "6" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

THIS ASSIGNMENT OF DEBT AND SECURITY (the "Assignment") made as of the 8th day of March, 2024.

BETWEEN:

THE BANK OF NOVA SCOTIA

(hereinafter called the "Assignor")

OF THE FIRST PART

- and -

4595756 NOVA SCOTIA LIMITED

(hereinafter called the "Assignee")

OF THE SECOND PART

-and-

TCAS HOLDINGS LIMITED

(hereinafter called the "Borrower")

OF THE THIRD PART

RECITALS

WHEREAS:

1. The Borrower is indebted to the Assignor pursuant to a Third Amended and Restated Credit Agreement dated June 27, 2023 (the "**Credit Agreement**"), and the outstanding balance of the indebtedness owing thereunder totalled **\$21,500,000** plus accrued interest, fees and costs (the "**Debt**") as of the date hereof;
2. The Assignor is the holder of certain security instruments and guarantees for repayment of the Debt, as more particularly described in **Schedule "A"** attached hereto (collectively, the "**Security**");
3. The Assignor has agreed to assign all its right, title, and interest in the Debt and the Security to the Assignee (the "**Assigned Interests**").

AGREEMENT

NOW WITNESSETH that in consideration of **One Dollar (\$1.00)** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Assignor hereby assigns unto the Assignee, and the Assignee hereby assumes, all of the Assignor's right, title and interest in the Assigned Interests, on an "as is, where is" basis, together with the benefit of all powers, covenants and provisos contained therein, including all monies which are now due and may hereafter become due or owing under the Assigned Interests, with the Assignee having full power and authority to enforce the performance of the Security in its own name.
2. The Assignor covenants and agrees that it will, at the request and at the cost of the Assignee, execute such further assurances and do all such further acts as may be reasonably required for the purpose of vesting in the Assignee all of the Assignor's interest in the Assigned Interests.
3. The Borrower, being a party to this Assignment, acknowledges and consents to the assignment of the Assigned Interests.
4. The Assignee acknowledges that, in executing this Assignment, the Assignor makes no representations or warranties as regards to the Security or the Assigned Interests other than that:
 - (i) the Debt as stated is due and owing by the Borrower to the Assignor as of the date hereof; and
 - (ii) the Assignor has not released or assigned any of the items of Security listed in Schedule "A", other than the Partial Release of Debenture referenced therein.

For greater certainty, there are no warranties or representations or terms whatsoever, whether express, implied, statutory or otherwise, forming part of this Assignment, and without limitation to the generality of the foregoing, there are no warranties, representations, covenants or conditions with respect to:

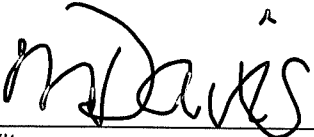
- (a) the validity, enforceability, priority or perfection of the Security or the Assigned Interests;
 - (b) the state or condition or location of any real and/or personal property charged by the Security (the "**Property**");
 - (c) the due registration of any financing or other statements in any offices of public record with respect to the Security; or
 - (d) the Assignor having taken any steps with respect to the Assigned Interests or with respect to the Property which would or should be taken by a holder of security pursuant to any statute, law, regulation or order, federal or provincial, in order to effect, maintain or renew the validity or enforceability of such security.
5. The Borrower hereby remises, releases, and forever discharges the Assignor and its respective directors, officers, employees, and agents of and from all claims which the Borrower now has or hereafter can, shall or may have against the Assignor for or by reason of or in any way arising out of any cause, matter or thing whatsoever in respect of the Credit Agreement existing up to the present time.

6. The Assignee undertakes and agrees that, in the event that it seeks to enforce any portion of the Debt or any item of the Security, it will do so in its own name and under no circumstances shall it do so in the name of the Assignor.
7. The Assignor undertakes and agrees that it shall (i) make its best efforts to deliver to the Assignee all original stock transfer powers and original share certificates in its possession as referenced in the Security; and (ii) deliver a short form of this assignment to register at the Hants County Land Registration Office to assign the Debenture (as defined in Schedule "A") to the Assignee, which registration shall be at the Assignee's cost.
8. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
9. This Assignment shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada in force in the Province of Nova Scotia.
10. This Assignment may be executed by original or electronic means and in counterparts, each of which when so executed or delivered shall constitute an original, but all of which when taken together shall constitute a single instrument.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF the parties have executed this Assignment the day and year first above written.

SIGNED in the presence of:

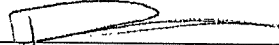


Witness

THE BANK OF NOVA SCOTIA

Per: 

Name: Jorden Davis
Title: Vice President, Commercial Banking - Atlantic

Per: 

Name: Ryan Moors
Title: Director, Credit Solutions

SIGNED in the presence of:

Witness

4595756 Nova Scotia Limited

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

SIGNED in the presence of:

Witness

TCAS HOLDINGS LIMITED

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties have executed this Assignment the day and year first above written.

SIGNED in the presence of:

Witness

THE BANK OF NOVA SCOTIA

Per: _____

Name: _____


Title: _____

Per: _____

Name: _____

Title: _____

SIGNED in the presence of:



Witness

4595756 Nova Scotia Limited

Per:  _____

Name: Thane Stevens

Title: President

Per: _____

Name: _____

Title: _____

SIGNED in the presence of:



Witness

TCAS HOLDINGS LIMITED

Per:  _____

Name: Thane Stevens

Title: President

Per: _____

Name: _____

Title: _____

Schedule "A"

1. A General Security Agreement granted by TCAS Holdings Limited ("**TCAS**") to the Bank of Nova Scotia (the "**Bank**") dated March 9, 2021, as recorded pursuant to the *Personal Property Security Act* (the "**PPSA**") as Reg. No. 34138834;
2. A Hypothecation-Special granted by TCAS to the Bank dated March 9, 2021, as recorded pursuant to the PPSA as Reg. No. 34138834;
3. A Postponement and Subordination Undertaking executed by TCAS dated March 9, 2021;
4. A Postponement and Subordination Undertaking executed by TCAS and Bayt al Qoot UK Ltd. dated March 9, 2021;
5. An omnibus guarantee granted by TCAS, Sustainable Fish Farming (Canada) Limited ("**SFFC**") and TCAS IP Inc. dated the 9th day of March, 2021;
6. A General Security Agreement granted by TCAS IP Inc. to the Bank dated March 9, 2021, as was recorded pursuant to the PPSA as Reg. No. 34091314;
7. A Debenture (the "**Debenture**") granted by SFFC to the Bank dated March 5, 2021, as recorded at the Land Registration Office for Hants County, Nova Scotia on March 5, 2021 as Doc. No. 118142513, as since subsequently partially released per Doc. No. 122143044;
8. A Hypothecation-Special dated October 19, 2021 granted by SFFC to the Bank, as recorded pursuant to the PPSA as Reg. No. 27522218;
9. A General Security Agreement granted by SFFC to the Bank dated March 9, 2021, as recorded pursuant to the PPSA as Reg. No. 27522218;
10. An Insurance Assignment, Warranty and Undertaking granted by SFFC to the Bank dated March 9, 2021;
11. An Assignment of Material Contracts granted by SFFC to the Bank dated March 9, 2021;
12. An Assignment of Material Contracts granted by TCAS IP Inc. to the Bank dated March 9, 2021;
13. A Guarantee executed by Sustainable Blue Inc. in favor of the Bank dated October 19, 2021;
14. A General Security Agreement granted by Sustainable Blue Inc. to the Bank dated October 19, 2021, as recorded pursuant to the PPSA as Reg. Nos. 35291459 and 38062436;
15. A Limited Guarantee executed by Bayt al Qoot UK Ltd. in favor of the Bank dated March 9, 2021;
16. A Hypothecation-Special granted by Bayt al Qoot UK Ltd. to the Bank dated March 9, 2021, as recorded pursuant to the PPSA as Reg. No. 34134197;

17. A Postponement and Subordination Undertaking granted by Bayt al Qoot UK Ltd. and TCAS to the Bank dated March 9, 2021;
18. A Limited Guarantee executed by Dartmouth Concrete Services Limited in favor of the Bank dated March 9, 2021;
19. A Hypothecation-Special granted by Dartmouth Concrete Services Limited to the Bank dated March 9, 2021, as recorded pursuant to the PPSA as Reg. No. 34091512;
20. A Limited Guarantee executed by L & M Enterprises Limited in favor of the Bank dated March 9, 2021;
21. A Hypothecation-Special granted by L & M Enterprises Limited to the Bank dated March 9, 2021, as recorded pursuant to the PPSA as Reg. No. 34091470;
22. A Limited Guarantee executed by Salters Gate Developments Limited in favor of the Bank dated March 9, 2021;
23. A Hypothecation-Special granted by Salters Gate Developments Limited to the Bank dated March 9, 2021, as recorded pursuant to the PPSA as Reg. No. 34091439;
24. A Limited Guarantee executed by The Baltoro Trust in favor of the Bank dated March 9, 2021;
25. A Hypothecation-Special granted by The Baltoro Trust to the Bank dated March 9, 2021, as recorded pursuant to the PPSA as Reg. No. 34109843;
26. A Limited Guarantee executed by BlueTech Systems Limited in favor of the Bank dated March 9, 2021;
27. A Hypothecation-Special granted by BlueTech Systems Limited to the Bank dated March 9, 2021, as recorded pursuant to the PPSA as Reg. No. 34091579.
28. Postponement and Subordination Undertaking dated October 19, 2021 granted by Tracadie Investments Limited and Dartmouth Concrete Services Limited in favour of the Lender.
29. Confirmation of loan documents dated June 27th, 2023 among the Borrower, SFFC, TCAS IP Inc., Sustainable Blue Inc., Bayt al Qoot UK Ltd., Salters Gate Developments Limited, L&M Enterprises Limited, Dartmouth Concrete Services Limited, Bluetech Systems Limited, The Baltoro Trust, Tracadie Investments Limited and James Lawley.
30. The Limited Guarantee of Thane Stevens dated June 27, 2023;
31. The Amended and Restated Limited Guarantee of James C. Lawley dated June 27, 2023.
32. A Hypothecation-Special granted by James C. Lawley to the Bank dated March 9, 2021, as recorded pursuant to the PPSA as Reg. No. 34091371.

This is Exhibit "7" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

THIRD AMENDED AND RESTATED CREDIT AGREEMENT

This Agreement dated June 27, 2023 is made between:

TCAS HOLDINGS LIMITED

as Borrower

- and -

**TCAS IP INC., SUSTAINABLE FISH FARMING (CANADA) LIMITED and
SUSTAINABLE BLUE INC.**

as Guarantors

- and -

THE BANK OF NOVA SCOTIA

as Lender

WHEREAS pursuant to a second amended and restated credit agreement dated as of July 28, 2022 (as amended, supplemented or otherwise modified prior to the date hereof, the “**Existing Credit Agreement**”), the Lender made available to the Borrower a credit facility subject to the terms and conditions set forth therein;

AND WHEREAS the parties hereto have agreed to amend and restate the Existing Credit Agreement in order to reflect the agreement of the parties hereto.

THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

ARTICLE I- INTERPRETATION

1.01 Definitions

In this Agreement, the following words and phrases shall have the meanings set forth below:

“**Acceleration Date**” means the date on which an Acceleration Event occurs;

“**Acceleration Event**” means the earlier of: (i) the occurrence of an Insolvency Event with respect to a Credit Party; and (ii) the delivery by the Lender to the Borrower of a written notice that the Obligations are immediately due and payable, following the occurrence and during the continuation of an Event of Default other than an Insolvency Event;

“**ACOA**” means the Atlantic Canada Opportunities Agency;

“**ACOA Loan Agreement**” means the loan document(s) evidencing the loan(s) made or to be made by ACOA to SFFC in an amount not to exceed \$2,300,000 (as such document(s) may be amended, modified, supplemented or restated from time to time);

“Additional Intercompany Loan Advance” means the advances made or to be made by each of BAQ and the Borrower to SFFC in an aggregate amount not to exceed \$4,000,000 pursuant to and in accordance with the applicable Additional Intercompany Loan Agreements as in effect on August 12, 2021;

“Additional Intercompany Loan Agreements” means, collectively, the BAQ Loan Agreement, the Borrower Loan Agreement, the Dartmouth Promissory Note and the Tracadie Promissory Note, and **“Additional Intercompany Loan Agreement”** means any one of them, as the context requires;

“Advance” means an extension of credit by the Lender to the Borrower pursuant to this Agreement, including for greater certainty an extension of credit in the form of a Loan or a Bankers' Acceptance;

“Affected Benchmark Rate” is defined in section 3.12;

“Affiliate” has the meaning ascribed thereto in the CBCA;

“Agreement” means this third amended and restated credit agreement (including the exhibits and schedules) as it may be further amended, replaced or restated or otherwise modified from time to time;

“Availment Option” means a method of borrowing which is available to the Borrower as provided herein;

“BIA” means the *Bankruptcy and Insolvency Act* (Canada), as amended from time to time;

“Bankers' Acceptance” means a bill of exchange or a blank non-interest bearing depository bill as defined in the *Depository Bills and Notes Act* (Canada) drawn by the Borrower and accepted by the Lender in respect of which the Borrower becomes obligated to pay the face amount thereof to the holder (which may be a third party or the Lender) upon maturity;

“BAQ” means Bayt Al Qoot UK Ltd., a company incorporated under the laws of England and Wales;

“BAQ Loan Agreement” means, collectively, the loan agreement dated August 12, 2021 between BAQ, as lender, and SFFC, as borrower, together with the corresponding promissory note dated August 12, 2021 and entered into in connection therewith, in each case evidencing the loan(s) made or to be made by BAQ to SFFC in an amount not to exceed \$2,720,000 in the aggregate;

“Borrower” means TCAS Holdings Limited, a company incorporated under the laws of the Province of Nova Scotia;

“Borrower Loan Agreement” means, collectively, the loan agreement dated August 12, 2021 between the Borrower, as lender, and SFFC, as borrower, together with the corresponding promissory note dated August 12, 2021 and entered into in connection therewith, in each case evidencing the loan(s) made or to be made by the Borrower to SFFC in an amount not to exceed \$1,280,000 in the aggregate;

“Business Day” means a day other than Saturday or Sunday on which the main branch of the Lender in Halifax is open for normal banking business;

“Canadian Dollars” or **“\$”** or **“Cdn \$”** means the lawful money of Canada;

“Capital Expenditures” means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under Capital Leases, but excluding any amount representing capitalized interest) by the Credit Parties on an unconsolidated basis during such period that, in conformity with GAAP, are required to be included as additions during such period to property, plant and equipment, provided that the term “Capital Expenditures” shall not include (a) expenditures made in connection with the replacement, substitution or restoration of assets (i) to the extent financed from insurance proceeds paid on account of the loss of or damage to the assets being replaced or restored or (ii) to the extent funded with awards of compensation arising from the expropriation, taking by eminent domain or condemnation of the assets being replaced, (b) the purchase price of equipment that is purchased simultaneously with the trade in of existing equipment to the extent of the credit granted by the seller of such equipment for the equipment being traded in at such time, (c) the purchase price of property, plant and equipment and other capital expenditures made within 180 days of the sale of any asset to the extent purchased with the proceeds of such sale, or (d) expenditures that constitute any part of rental expenses under operating leases for real or personal property.

“Capital Lease” means any lease of assets which in accordance with GAAP is required to be capitalized on the balance sheet of the lessee;

“Capital Lease Obligations” means, with respect to a Person, all monetary obligations under Capital Leases;

“Cash Proceeds” means, at any time, the aggregate of (i) all Proceeds of Realization in the form of cash and (ii) all cash proceeds of the sale or disposition of non-cash Proceeds of Realization, in each case expressed in Canadian dollars at such time.

“CBCA” means the *Canada Business Corporations Act* (Canada);

“CDOR Rate” means, for any applicable interest period, the annual rate of interest determined by reference to the arithmetic average of the Canadian Dollar bankers’ acceptances offered rates for the applicable interest period which appear on the applicable page of the Refinitiv Benchmark Services (UK) Limited (or any replacement thereof) at or about 10:00 a.m. (Halifax time), on the first day of such interest period, or if such day is not a Business Day, then on the immediately preceding Business Day; however, if such rates are not available for a particular interest period, then the CDOR Rate for such interest period will be the Canadian Dollar bankers’ acceptance rate of the Lender as of 10:00 a.m. (Halifax time) on such day, or if said day is not a Business Day, then on the immediately preceding Business Day; provided that if the CDOR Rate on any day is less than zero percent, then the CDOR Rate on such day will be deemed to be zero percent.

“Change of Control” means the occurrence of any transaction or event or series of transactions or events as a result of which:

- (a) the Principal Shareholders ceasing to collectively own, legally and beneficially, or Control, directly or indirectly, (i) at least 74.5% of the Equity Securities of each class of Equity Securities of the Borrower or (ii) at least 23.84% of the Equity Securities of each class of Equity Securities of SFFC;
- (b) BAQ ceasing to own, legally and beneficially, or Control, directly or indirectly, at least 68% of the Equity Securities of each class of Equity Securities of SFFC;

- (c) the Borrower and BAQ ceasing to collectively own, legally and beneficially, or Control, directly or indirectly, 100% of the Equity Securities of each class of Equity Securities of IP Co.; or
- (d) SFFC ceasing to own, legally and beneficially, or Control, directly or indirectly, 100% of the Equity Securities of each class of Equity Securities of SBI.

“Closing Date” means October 19, 2021

“Collateral” means all property, assets and undertaking of the Companies encumbered by the Security and all proceeds thereof;

“Companies” means, collectively, the Credit Parties from time to time and the Limited Guarantors; and **“Company”** means any of them as the context requires;

“Compliance Certificate” means a certificate delivered by the relevant Credit Party to the Lender in the form of Exhibit “E”;

“Confirmation” means the confirmation of Loan Documents dated on or about the Restatement Date entered into by each of the Companies in favour of the Lender.

“Construction Completion” means the date on which the last of the following occurs:

- (a) Substantial Completion shall have been achieved; and
- (b) the relevant Credit Party has received all relevant permits and passed inspections required by the applicable Governmental Authority;

“Construction Schedule” means the construction schedule provided to and approved by the Lender in respect of the construction of the Project, as may be amended from time to time with the written approval of the Lender.

“Control” means, in respect of any Person, the power to direct or cause the direction of management and policies of such Person, directly or indirectly, through the ownership of voting securities, contract or otherwise; and **“controlled”** has a corresponding meaning;

“Conversion” means the substitution of one Availment Option for another, and does not constitute a fresh or new Advance;

“Conversion Notice” means a notice substantially in the form of Exhibit “C” given by the Borrower to the Lender for the purposes of requesting a Conversion;

“Cost Overruns” means the positive difference, if any, between the then-applicable Cost to Complete and the amount of all unpaid Project Costs attributable to the construction of the Project in respect of which the Cost to Complete relates.

“Cost to Complete” means, at any given date, in respect of the Project, that amount established by SFFC after consulting with the Lender, which, as of such date, is the aggregate of (without duplication):

- (a) the amount of all Project Costs in respect of the Project not yet then incurred;

- (b) the amount not paid of all Project Costs in respect of the Project that have been incurred; and
- (c) all Holdbacks.

“Credit Parties” means, collectively, the Borrower and the Guarantors, and **“Credit Party”** means any one of them;

“Dartmouth Promissory Note” means the promissory note dated August 12, 2021 between Dartmouth Concrete Services Limited, as holder, and the Borrower, as issuer, evidencing the loan(s) made or to be made by Dartmouth Concrete Services Limited to the Borrower in an amount not to exceed \$140,000 in the aggregate;

“Default” means any event, act, omission or condition which results or would, with the giving of notice or the passage of time, or both, result in an Event of Default;

“Distribution” means, in respect of any Person, the direct or indirect declaration or making of any dividend payment or any other distribution of cash, property or assets, in respect of any trust units, partnership units, shares or other Equity Securities of such Person (including, without limitation, any warrants, rights or options to acquire such trust units, partnership units, shares or other Equity Securities) or the purchase, redemption, retirement or acquisition for value of any such trust units, partnership units, shares or other Equity Securities (including, without limitation, any warrants, rights or options to acquire such trust units, partnership units, shares or other Equity Securities) or the setting aside of cash, property or other assets for any of the foregoing, provided that the term “Distribution” shall not include any remuneration paid for services rendered in the ordinary course of business by any such Person to a Credit Party;

“Drawdown Request” means a notice in the form of Exhibit “A” given by the Borrower to the Lender for the purpose of requesting an Advance;

“Easements” means any restrictions, covenants, restrictive covenants, easements, rights of way, servitudes or other similar rights in land or immoveable property (including rights of way and servitudes for railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved by the Borrower or other persons which, as the case may be, in the aggregate do not materially impair the usefulness, in the operation of the business of such person, of the property subject to such restrictions, easements, rights of way, servitudes or other similar rights.

“EBITDA” means, in respect of any fiscal period of the relevant Credit Party, the unconsolidated net income of such Credit Party in such fiscal period (determined in accordance with such Credit Party’s financial statements) before deduction of Interest, income taxes, capital taxes and depreciation, amortization, all determined in accordance with GAAP and any extraordinary non-recurring income, gains or expenses determined in accordance with GAAP and as agreed to by the Lender;

“Equity Issuance” means any issuance or sale by any Credit Party of any shares, partnership interests or other equity interests, except any such issuance or sale (i) to any other Credit Party, (ii) to management or employees of any Credit Party under any employee stock option or stock purchase plan, stock appreciation rights plan, phantom stock plan or other employee benefit plan or arrangement in existence from time to time.

“Equity Securities” means, with respect to any Person, any and all shares, stocks or units of, interests, participations or rights in, or other equivalents (however designated and whether voting or

non-voting) of, such Person's capital, whether outstanding on the date hereof or issued after the date hereof, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, debt securities, options or other rights exchangeable for or convertible into any of the foregoing.

"Equivalent Amount" means, in relation to an amount in one currency, the amount in another currency that could be purchased by the amount in the first currency, determined by reference to the applicable Exchange Rate at the time of such determination;

"Event of Default" is defined in section 8.01;

"Exchange Rate" in connection with any amount of Canadian Dollars to be converted into another currency pursuant to this Agreement for any reason, or vice-versa, means the spot rate of exchange for converting Canadian Dollars into such other currency or vice-versa, as the case may be, quoted by the Bank of Canada at approximately noon (Toronto time) on the effective date of such conversion;

"First-Ranking Security Interest" in respect of any Collateral means a Lien in such Collateral which is registered where necessary or desirable to record and perfect the charges contained therein and is otherwise validly perfected and enforceable in all applicable jurisdictions, and which such Lien ranks in priority to all other Liens in such Collateral except for those Permitted Liens (if any) which have priority in accordance with applicable Law;

"Fiscal Quarter" in respect of any Credit Party means the three month period ending on the third, sixth, ninth and twelfth month in each Fiscal Year of that Credit Facility;

"Fiscal Year" in respect of any Credit Party means a fiscal year of such Credit Party ending on the last day of December in each year;

"Flow-through Loan" means the loan(s) made or to be made by the Borrower to SFFC with proceeds from one or more Advances made to the Borrower by the Lender for the sole purpose of financing the Project Costs;

"GAAP" means generally accepted accounting principles in effect in Canada from time to time consistently applied, approved by the Chartered Professional Accountants of Canada, or any successor organization, including IFRS;

"GOC" means the Her Majesty the Queen in the Right of Canada, as represented by the Minister of Fisheries and Oceans Canada, acting through the Atlantic Fisheries Fund;

"GOC Loan Agreement" means the loan document(s) evidencing the loan(s) made or to be made by GOC to SFFC and IP Co. in an amount not to exceed \$4,000,000 (as such document(s) may be amended, modified, supplemented or restated from time to time);

"Governmental Authority" means any: (i) federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the foregoing; or (iii) any quasi-governmental, judicial or administrative body exercising any regulatory, expropriation or taxing authority;

"Guarantee" means any agreement by which any Person assumes, guarantees, endorses, contingently agrees to purchase or provide funds for the payment of, or otherwise becomes liable

upon, the obligation of any other Person, or agrees to maintain the net worth or working capital or other financial condition of any other Person or otherwise assures any creditor of such Person against loss, and shall include any contingent liability under any letter of credit or similar document or instrument;

“**Guarantors**” means, collectively, IP Co., SFFC and SBI, and each of their respective successors and assigns, and “**Guarantor**” means any of them;

“**Hazardous Materials**” means any contaminant, pollutant, waste or substance that is likely to cause immediately or at some future time harm or degradation to the surrounding environment or risk to human health; and without restricting the generality of the foregoing, including any pollutant, contaminant, waste, hazardous waste or dangerous goods that is regulated by any Requirements of Environmental Law or that is designated, classified, listed or defined as hazardous, toxic, radioactive or dangerous or as a contaminant, pollutant or waste by any Requirements of Environmental Law;

“**Holdback**” means any amount required to be retained by or on behalf of the relevant Credit Party in respect of the value of work, services and materials actually done, performed, placed or furnished on or in the Project in accordance with the Lien Act.

“**IFRS**” means, at any given date, International Financial Reporting Standards, which include standards and interpretations adopted by the International Accounting Standards Board, applied on a consistent basis.

“**Indebtedness**” of a Person means, without duplication, the aggregate of:

- (a) all debts, liabilities and obligations, direct, indirect, liquidated, unliquidated, contingent and other, including principal, interest, charges and fees, which in accordance with GAAP would be classified upon the Person’s balance sheet as liabilities including, without limitation, all Capital Lease Obligations;
- (b) all obligations secured by any Lien, including principal, interest, charges and fees, existing on property owned or acquired by the Person subject to such Lien whether or not the Person has assumed or otherwise become liable for the payment of such obligations (in an amount equal to the fair market value of such property where such obligations have not been assumed); and
- (c) all liabilities of such Person under any Guarantee of Indebtedness described in (a) and (b) above, granted by such Person.

“**Indemnitees**” means the Lender and its successors and permitted assignees, any agent of any of them (specifically including a receiver or receiver-manager) and the respective officers, directors and employees of the foregoing;

“**Insolvency Event**” means, in respect of any Person:

- (a) such Person ceases to carry on its business; or commits an act of bankruptcy or becomes insolvent (as such terms are used in the BIA); or makes an assignment for the benefit of creditors, files a petition or assignment in bankruptcy, files a notice of intention to make a proposal, makes a proposal, or presents a plan of compromise and/or arrangement to or in favour of any of its creditors, or commences any proceeding under Insolvency Legislation; or petitions or applies to any tribunal for, or consents to, the appointment of any receiver, trustee or similar liquidator in respect of all or a substantial part of its property; or admits the

material allegations of a petition or application filed with respect to it in any proceeding commenced in respect of it under Insolvency Legislation; or takes any corporate action for the purpose of effecting any of the foregoing; or

- (b) any proceeding or filing is commenced against such Person seeking to have an order for relief entered against it as an insolvent Person or as a debtor or to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment or composition of it or its debts under any Insolvency Legislation, or seeking appointment of a receiver, trustee, custodian or other similar official for it or any of its property or assets; unless (i) such Person is diligently defending such proceeding in good faith and on reasonable grounds as determined by the Lender and (ii) such proceeding does not in the reasonable opinion of the Lender materially adversely affect the ability of such Person to carry on its business and to perform and satisfy all of its obligations hereunder;

“Insolvency Legislation” means legislation in any applicable jurisdiction relating to reorganization, arrangement, compromise or re-adjustment of debt, liquidation, dissolution or winding-up or receivership, or any similar legislation, and specifically includes for greater certainty the BIA, the *Companies’ Creditors Arrangement Act* (Canada) and the *Winding-Up and Restructuring Act* (Canada) and the arrangement provisions of the *Companies Act* (Nova Scotia) or any other corporate legislation applicable to the relevant Credit Party;

“Intercompany Loan Agreement” means the loan document(s) evidencing the loan(s) made or to be made by BAQ and the Borrower to SFFC in an aggregate amount not to exceed \$4,000,000, to be in form and substance satisfactory to the Lender (as such document(s) may be amended, modified, supplemented or restated from time to time);

“Interest” means interest on loans, stamping fees in respect of bankers' acceptances, the difference between the proceeds received by the issuers of bankers' acceptances and the amounts payable upon the maturity thereof, the interest component of amounts payable under Capital Leases, and any other charges or fees in connection with the extension of credit (and for greater certainty, including capitalized interest), plus standby fees in respect of the unutilized portion of any credit facility; but for greater certainty “Interest” shall not include agency fees, arrangement fees, structuring fees, fees relating to the granting of consents, waivers, amendments, extensions or restructurings, the reimbursement of costs and expenses, and any similar amounts which may be charged from time to time in connection with the establishment, administration or enforcement of credit facilities;

“Interest Rate Management Product” means an agreement in connection with the management of interest rate risk, specifically including, without limiting the generality of the foregoing, interest rate exchange agreements (commonly known as “interest rate swaps”), foreign-exchange agreements and forward rate agreements;

“Interim Financial Statements” in respect of any Person means the unaudited financial statements of such Person on an unconsolidated basis in respect of its most recently completed Fiscal Quarter (and also on a year-to-date basis in respect of such Fiscal Quarter and all previous Fiscal Quarters in the same Fiscal Year);

“Investment” means an investment made or held by a Person, directly or indirectly, in another Person (whether such investment was made by the first-mentioned Person in such other Person or was acquired from a third party), including a contribution of capital and including the acquisition or holding of the following: all or substantially all of the assets used in connection with a business; common or preferred shares; partnership interests; and investments in joint ventures; provided however that if a transaction would satisfy the definition of “Capital Expenditure” herein and also

the definition of “Investment” herein, it shall be deemed to constitute an Investment and not a Capital Expenditure;

“**IP Co.**” means TCAS IP Inc., a company incorporated under the laws of the Province of Nova Scotia;

“**Judgment Currency**” is defined in section 8.07;

“**Land**” means real property and all buildings, improvements, fixtures and plant situated thereon;

“**Landlord Agreement**” means, in respect of any Leased Property under which a Credit Party is the tenant, an agreement in form and substance satisfactory to the Lender given by the landlord of such Leased Property in favour of the Lender, which shall include, among others, the following provisions (except to the extent otherwise agreed by the Lender in its discretion): such landlord consents to the granting of a security interest in the lease by such Credit Party in favour of the Lender, agrees to give written notice to the Lender in respect of and a reasonable opportunity to cure any default before terminating the lease, agrees to waive (or subordinate and defer the enforcement of) its rights and remedies and any security it may hold in respect of any assets owned by such Credit Party located on or affixed to such Leased Property and will not unreasonably withhold its consent to the assignment or subletting of such lease if the Lender takes steps to enforce its Security;

“**Laws**” means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of such laws, including general principles of common and civil law and equity or policies or guidelines, to the extent such policies or guidelines have the force of law, binding on the Person referred to in the context in which such word is used; and “**Law**” means any of the foregoing;

“**Leased Properties**” means all Land leased by the Credit Parties as tenants from time to time, specifically including as at the date of this Agreement the premises described in Schedule 4.01(k) attached hereto;

“**Leases**” means the leases pertaining to the Leased Properties;

“**Lender**” means The Bank of Nova Scotia and its successors and permitted assigns;

“**Lien**” means: (i) a lien, charge, mortgage, pledge, security interest or conditional sale agreement; (ii) an assignment, lease, consignment, trust or deemed trust that secures payment or performance of an obligation; (iii) a garnishment; (iv) any other encumbrance of any kind; and (v) any commitment or agreement to enter into or grant any of the foregoing;

“**Lien Act**” means the *Builder’s Lien Act* (Nova Scotia) and any amendments or successor legislation thereto.

“**Limited Guarantors**” means, collectively, BAQ, Thane Stevens and the Principal Shareholders, and “**Limited Guarantor**” means any one of them as the context requires;

“**Loan**” means a loan made by the Lender to the Borrower in Canadian Dollars in respect of which interest is determined by reference to the Prime Rate;

“**Loan Documents**” means this Agreement, the Security, the Confirmation, all Interest Rate Management Products, and all other agreements, documents, instruments and assurances required or

contemplated herein to be provided by any Company, as each may be amended, replaced or restated or otherwise modified from time to time;

“Material Adverse Change” means any change, event, violation, circumstance which when considered individually or in the aggregate with other changes, events, violations, circumstances or effects is or would reasonably be expected to have a Material Adverse Effect;

“Material Adverse Effect” means a material adverse effect on: (i) the business, operations, property, assets, liabilities, operations, condition (financial or otherwise) or the affairs of a Credit Party or the Credit Parties taken as a whole; or (ii) the ability of the Credit Parties, taken as a whole, to timely and fully perform their obligations under the Loan Documents, or (iii) the ability of the Lender to enforce its rights and remedies under this Agreement or the Security;

“Material Agreement” means, in respect of any Credit Party, an agreement made from time to time between such Credit Party and another Person which if terminated would result in a Material Adverse Change, and specifically including without limitation each agreement listed in Schedule 4.01(n);

“Material Permits” means, in respect of any Credit Party, those licences, permits, approvals, registrations or qualifications granted to or held by such Credit Party which if terminated would result, or would have a reasonable likelihood of resulting, in a Material Adverse Change;

“Maturity Date” means March 8, 2024;

“Minor Title Defects” in respect of any Land means encroachments, restrictions, Easements, rights-of-way, servitudes and defects or irregularities in the title to such Land which are of a minor nature and which, in the aggregate, do not materially impair the use of such Land by the Credit Parties;

“NRT 1 Facility” is defined in section 2.01(a);

“NRT 1 Facility Limit” means Seventeen Million Five-Hundred Thousand Dollars (\$17,500,000) or such lesser amount as provided herein;

“NRT 2 Facility” is defined in section 2.01(b);

“NRT 2 Facility Limit” means Four Million Dollars (\$4,000,000) or such lesser amount as provided herein;

“NRT Facilities” means the NRT 1 Facility and the NRT 2 Facility and **“NRT Facility”** means any one of them, as the context requires;

“NS Fisheries Loan” means the loan(s) made by Nova Scotia Fisheries and Aquaculture Loan Board (Province Nova Scotia) to SFFC in an amount not to exceed \$5,800,000;

“Obligations” means, at any time, all direct and indirect, contingent and absolute obligations and liabilities of the Companies to the Lender under or in connection with this Agreement, the Security (specifically including for greater certainty all Guarantees provided hereunder), any Interest Rate Management Product or other hedging, foreign-exchange or interest rate swap agreement entered into by a Credit Party and the Lender at such time, specifically including the Outstanding Advances, all accrued and unpaid interest thereon, and all fees, expenses and other amounts payable pursuant to this Agreement and the Security; except that if otherwise specified or required by the context, **“Obligations”** shall mean any portion of the foregoing;

“One-Time Distributions” means, collectively:

- (a) the one-time Distribution of \$600,000 by the Borrower to Tracadie Investments Limited with proceeds from the one or more Advances made or to be made under the NRT 2 Facility; and
- (b) the one-time Distribution of \$600,000 by the Borrower to L&M Enterprises Limited with proceeds from the one or more Advances made or to be made under the NRT 2 Facility.

“Outstanding Advances” means, at any time, the aggregate of the Borrower’s obligations to the Lender in respect of all Advances made under the NRT Facilities which have not been repaid or satisfied at such time, determined as follows: (i) in the case of Loans, the principal amount thereof; and (ii) in the case of Bankers' Acceptances, the face amount thereof;

“Owned Properties” means all Land owned by the Credit Parties from time to time; and **“Owned Property”** means any of the Owned Properties as the context requires;

“Pension Plan” means (i) a “pension plan” or “plan” which is subject to the funding requirements of applicable pension benefits legislation in any jurisdiction and is applicable to employees of any Credit Party, or (ii) any pension benefit plan or similar arrangement applicable to employees of any Credit Party;

“Permitted Acquisitions” means the acquisition of all of the Equity Securities of any Person, or the acquisition of property and assets of any Person (other than purchases of inventory in the ordinary course or the purchase of assets otherwise permitted under this Agreement) which is consented to in writing by the Lender prior to the consummation of such acquisition;

“Permitted Advances and Investments” means:

- (a) the Permitted Intercompany Loan;
- (b) an Investment by the Borrower to SFFC (including the Flow-through Loan) for the sole purpose of financing Project Costs provided that (i) such Investment is comprised of proceeds under the NRT Facilities and (ii) at all times, such Investment constitutes Subordinated Debt under this Agreement;
- (c) the Additional Intercompany Loan Advance; and
- (d) any other advances or investments permitted in accordance with this Agreement or otherwise agreed to by the Lender in writing

The outstanding amount of any investment at the relevant time shall be deemed to be all amounts paid or advanced for such investment less all returns received or repaid at such time.

“Permitted Asset Sale” means a sale, transfer, lease, contribution, disposition or other conveyance (a **“Disposition”**) by any Credit Party of any asset, real or personal other than intellectual property, which satisfy any of the following conditions:

- (a) such Disposition is a Disposition of inventory in the ordinary course of its business;
- (b) the cash proceeds from any such Disposition (net of reasonable disposition costs) are applied to acquire assets of the type used or useful in the business of the relevant Credit Party if such Credit Party is completing the Permitted Asset Sale or of the type used or useful in the

business of any other Credit Party if such Credit Party is completing the Permitted Asset Sale, in each case within 270 days of the receipt of the proceeds from such Disposition;

- (c) such Disposition involves the sale of obsolete, outdated or unused equipment or assets;
- (d) the fair market value of such Disposition, when aggregated with all other Dispositions made during any Fiscal Year is less than \$500,000; or
- (e) such Disposition has been consented to by the Lender in writing.

“Permitted Debt Documents” means, collectively:

- (a) the Intercompany Loan Agreement;
- (b) the SFFC Note;
- (c) the ACOA Loan Agreement; and
- (d) the GOC Loan Agreement,

and **“Permitted Debt Document”** means any one of them, as the context may require;

“Permitted Indebtedness” means the following Indebtedness of the Credit Parties:

- (a) the Outstanding Advances;
- (b) accounts payable arising in the ordinary course of business from the purchase of goods and services;
- (c) Indebtedness specifically agreed to in writing by the Lender;
- (d) Capital Lease Obligations and Purchase Money Obligations, provided that at all times the aggregate amount of such Indebtedness shall not exceed \$100,000;
- (e) Subordinated Debt, which for greater certainty, includes the Permitted Intercompany Loan, the Additional Intercompany Loan Advance and the Flow-through Loan;
- (f) Indebtedness under the ACOA Loan Agreement, provided that at all times the aggregate principal amount of all Indebtedness thereunder shall not exceed \$2,300,000;
- (g) Indebtedness under the GOC Loan Agreement, provided that at all times the aggregate principal amount of all Indebtedness thereunder shall not exceed \$4,000,000;
- (h) Indebtedness with respect to surety bonds, appeal bonds or customs bonds required in the ordinary course of business or in connection with the enforcement of rights or claims of any Credit Party; and
- (i) obligations arising with respect to customary indemnification obligations or purchase price adjustments in favour of purchasers in connection with Permitted Asset Sales.

“Permitted Intercompany Loan” means the advance by BAQ and the Borrower to SFFC in an aggregate amount not to exceed \$4,000,000 pursuant to and in accordance with the Intercompany Loan Agreement as in effect on the date hereof;

“Permitted Liens” means:

- (a) Statutory Liens in respect of any amount which is not at the time overdue;
- (b) Statutory Liens in respect of any amount which may be overdue but the validity of which is being contested in good faith and in respect of which reserves have been established in accordance with GAAP in amounts which are adequate in respect thereto;
- (c) Liens or rights of distress reserved in or exercisable under any lease for rent not at the time overdue or for compliance with the terms of such lease not at the time in default; and security deposits given under leases not in excess of six months' rent;
- (d) any obligations or duties affecting any Land due to any public utility or to any municipality or Government Authority, or to any statutory or public authority, with respect to any franchise, grant, licence or permit in good standing and any defects in title to structures or other facilities arising solely from the fact that such structures or facilities are constructed or installed on Land under government permits, leases or other grants in good standing; which obligations, duties and defects in the aggregate do not materially impair the use of such property, structures or facilities for the purpose for which they are held;
- (e) Liens incurred or deposits made in connection with contracts, bids, tenders or expropriation proceedings, surety or appeal bonds, costs of litigation when required by law, public and statutory obligations, and warehousemen's, storers', repairers', carriers' and other similar Liens and deposits;
- (f) security or letters of credit given to a public utility or any municipality or government or to any statutory or public authority to secure obligations incurred to such utility, municipality, government or other authority in the ordinary course of business and not at the time overdue and not then entitled to be drawn upon;
- (g) Liens and privileges arising out of judgments or awards in respect of which: an appeal or proceeding for review has been commenced; a stay of execution pending such appeal or proceedings for review has been obtained; and in respect of which reserves have been established as reasonably required by the Lender;
- (h) any Lien in connection with the construction or improvement of any Land or arising out of the furnishing of materials or supplies therefor, provided that such Lien secures moneys not at the time overdue (or if overdue, the validity of which is being contested in good faith and in respect of which reserves have been established in accordance with GAAP in amounts which are adequate in respect thereto), notice of such Lien has not been given to the Lender;
- (i) reservations, limitations, provisos, exceptions, restrictions and conditions affecting a Credit Party's interest in any Land (expressed in any original grants from the Crown or otherwise) which do not materially impair the value of the said Land or materially affect the use of the said Land for the purpose for which it is being used by such Credit Party;
- (j) zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, state, municipal and other Governmental Authorities, licences, easements and/or

servitudes rights-of-way, servitudes, restrictive covenants and other land use limitations and rights in the nature of easements affecting a Credit Party's interest in any Land (including, without limiting the generality of the foregoing, licences, easements, servitudes, rights-of-way and rights in the nature of easements and/or servitudes for railways, sidewalks, public ways, sewers, drains, gas, steam and water mains or electric light and power, or telephone and telegraph conduits, poles, wires and cables) which do not materially affect the use of the said Land for the purpose for which it is being used by such Credit Party;

- (k) servicing agreements, development agreements, site plan agreements, and other agreements with Governmental Authorities pertaining to the servicing, use or development of any Land, which do not materially affect the use of the said Land for the purpose for which it is being used by such Credit Party;
- (l) applicable municipal and other governmental restrictions, including municipal by-laws and regulations affecting the use of any Land or the nature of any structures which may be erected thereon, which do not materially affect the use of the said Land for the purpose for which it is being used by such Credit Party;
- (m) Minor Title Defects for Lands owned by a Credit Party;
- (n) the Security;
- (o) Liens securing Indebtedness under the SFFC Note, provided that the postponement and subordination agreement entered into with the Lender in connection therewith remains in full force and effect;
- (p) Liens securing Purchase Money Obligations and Capital Lease Obligations, provided that any Lien charges only the asset subject of the respective Purchase Money Obligation or Capital Lease Obligations and no other asset;
- (q) in respect of any Leased Property, the rights of the landlord under the lease relating thereto, except to the extent any such rights have been waived in writing by such landlord;
- (r) Liens for taxes, rates, assessments or other governmental charges or levies not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person;
- (s) rights reserved to, or vested in, any Governmental Authority under the terms of any lease, licence, franchise, grant or permit acquired by a Person, or under any statutory provision, to terminate any such lease, license, franchise, grant or permit, or to require annual or other payments as a condition to the continuance of such right;
- (t) deposits of cash or securities in connection with any Liens or privileges referred to in the foregoing paragraphs (a), (b), (g), (h) and (s);
- (u) assignments of insurance provided to landlords (or their mortgagees) pursuant to the terms of any lease; and
- (v) the reservations, conditions, limitations and exceptions set out in the *Land Registrations Act* (Nova Scotia);

provided that the use of the term “Permitted Liens” to describe the foregoing Liens shall mean that such Liens are permitted to exist (whether in priority to or subsequent in priority to the Security, as determined by applicable Law); and for greater certainty such Liens shall not be entitled to priority over the Security by virtue of being described in this Agreement as “Permitted Liens”;

“**Permitted Transferee**” means in respect of each Principal:

- (a) a corporation of which such Principal or the spouse and/or issue of such Principal are the sole registered and beneficial shareholders or otherwise where such Principal controls, directly or indirectly, such corporation;
- (b) a trust of which such Principal or the spouse and/or issue of such Principal are the sole beneficiaries or otherwise where such Principal controls, directly or indirectly, such trust;
- (c) a partnership or limited partnership of which such Principal or the spouse and/or issue of such Principal are the sole partners or limited partners, as the case may be, or otherwise where such Principal controls, directly or indirectly, such partnership or limited partnership; and
- (d) the spouse or issue of that Principal provided such spouse or issue, as the case may be, is *sui juris*.

“**Person**” includes an individual, corporation, partnership, trust, unincorporated association, Governmental Authority or any combination of the above;

“**Plans and Specifications**” means the plans and specifications pertaining to the construction and development of the Project, including, without limitation, all site, floor, structural, architectural, mechanical, electrical, landscape and interior design plans and specifications, survey materials, each prepared by or at the direction of the relevant Credit Party and as reviewed approved by the Lender, acting in a commercially reasonable manner.

“**Prepayment**” means a Repayment under the applicable NRT Facility, specifically including for greater certainty a voluntary Repayment pursuant to section 2.08, a Repayment under the applicable NRT Facility required pursuant to paragraphs 2.04(b) and 2.04(c), and a Repayment under the applicable NRT Facility made as a result of or in connection with the enforcement of the Security;

“**Prime Rate**” means the annual rate of interest announced from time to time by the Lender as its reference rate then in effect for determining rates of interest on Canadian dollar loans to its customers in Canada and designated as its prime rate. In the event that the Prime Rate is determined at any time to be less than zero, it shall be deemed to be zero at such time for the purposes of this Agreement.;

“**Principals**” means, collectively, Mr. Jim Lawley, Salters Gate Developments Limited, L&M Enterprises Limited, Dartmouth Concrete Services Limited, BlueTech Systems Limited and The Baltoro Trust and “**Principal**” means any of them;

“**Principal Shareholders**” means, collectively, the Principals and the Permitted Transferees;

“**Proceeds of Realization**” means all cash and non-cash proceeds derived from any sale, disposition or other realization of the Collateral or received from any Company pursuant to a Guarantee (i) on or after the Acceleration Date or (ii) upon the enforcement of, or any action taken with respect to, any of the Security.

“Project” means the property situated on the Project Lands and on which new fixed asset production facilities and equipment is to be constructed in accordance with the Plans and Specifications and in accordance with the Project Budget approved by the Lender.

“Project Budget” means the budget of all Project Costs in respect of the Project and Project Lands and the construction thereof, which has specified a line by line itemization of Project Costs, as prepared by the relevant Credit Party and approved by the Lender prior to the first Advance under the NRT 1 Facility, as such Project Budget may be amended from time to time with the written consent of the Lender;

“Project Costs” means the aggregate of all costs to achieve Construction Completion in accordance with the Plans and Specifications and the Construction Schedule;

“Project Lands” means the lands and premises described as such in Exhibit “F” hereto together with the Easements set out therein and any other Easement required for access to the Project Lands or for the construction of the Project.

“Properties” means the Owned Properties and the Leased Properties;

“Purchase Money Obligations” means the outstanding balance of the purchase price of real and/or personal property, title to which has been acquired or will be acquired upon payment of such purchase price;

“Receiver” means a receiver, receiver and manager or other person having similar powers or authority appointed by the Lender or by a court at the instance of the Lender in respect of the Collateral or any part thereof.

“Related Party” in relation to any Person means a subsidiary, affiliate, associate or employee of such Person, or an associate of such employee (the terms **“subsidiary”**, **“affiliate”** and **“associate”** having the respective meanings ascribed thereto in the CBCA);

“Relevant Jurisdiction” means, from time to time, with respect to a Credit Party, any province or territory of Canada, or any other country or political subdivision thereof in which such Credit Party has its chief executive office or chief place of business or has its property, assets and undertaking charged or required to be charged pursuant to the Security, as set forth in Schedule 4.01(z).

“Repayment” means a repayment by the Borrower on account of the Outstanding Advances;

“Repayment Notice” means a notice delivered by the Borrower to the Lender committing it to make a Repayment, in the form of Exhibit “D”;

“Requirements of Environmental Law” means: (i) obligations under common law; (ii) requirements imposed by or pursuant to statutes, regulations and by-laws whether presently or hereafter in force; (iii) directives, policies and guidelines issued or relied upon by any Governmental Authority to the extent such directives, policies or guidelines have the force of law; (iv) permits, licenses, certificates and approvals from Governmental Authorities which are required in connection with air emissions, discharges to surface or groundwater, noise emissions, solid or liquid waste disposal, the use, generation, storage, transportation or disposal of Hazardous Materials; and (v) requirements imposed under any clean-up, compliance or other order made pursuant to any of the foregoing, in each and every case relating to environmental, occupational health or safety matters including all such obligations and requirements which relate to (A) solid, gaseous or liquid waste

generation, handling, treatment, storage, disposal or transportation and (B) exposure to Hazardous Materials;

“Restatement Date” means the date on which all of the conditions precedent set forth in section 7.01 have been fulfilled or waived;

“Rollover” means the renewal of an Availment Option upon its maturity in the same form;

“Rollover Notice” means a notice substantially in the form of Exhibit “B” given by the Borrower to the Lender for the purpose of requesting a Rollover;

“Sales Tax” means the harmonized sales tax or goods and services tax, as applicable, under the Excise Tax Act (Canada) and any applicable retail sales tax (if any) in effect in the Province of Nova Scotia from time to time.

“SBI” means Sustainable Blue Inc., a company incorporated under the laws of the Province of Nova Scotia;

“Secured Obligations Termination Date” means the date on which all Obligations of the Credit Parties (other than those provisions which by their terms survive the termination of the Loan Documents) have been paid in full (including, for certainty, any Obligations under any Interest Rate Management Product or other hedging, foreign-exchange or interest rate swap agreement entered into by a Credit Party and the Lender) and the Lender has no further commitments under the NRT Facilities.

“Security” means all guarantees, security agreements, mortgages, debentures and other documents mentioned in ARTICLE VI and all other documents and agreements delivered by the Companies or other Persons to the Lender for the benefit of the Lender from time to time as security for the payment and performance of the Obligations, and the security interests, assignments and Liens constituted by the foregoing;

“SFFC” means Sustainable Fish Farming (Canada) Limited;

“SFFC Note” means the note(s) evidencing the Flow-through Loan made or to be made by the Borrower to SFFC (as such document(s) may be amended, modified, supplemented or restated from time to time);

“Specified Equity Contribution” has the meaning given to such term in section 5.03(b) hereof;

“Statutory Lien” means a Lien in respect of any property or assets of a Credit Party created by or arising pursuant to any applicable legislation in favour of any Person (such as but not limited to a Governmental Authority), including a Lien for the purpose of securing such Credit Party’s obligation to deduct and remit employee source deductions and goods and services tax pursuant to the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada), the *Canada Pension Plan* (Canada), the *Employment Insurance Act* (Canada) and any federal or provincial legislation similar to or enacted in replacement of the foregoing from time to time;

“Subordinated Debt” means any Indebtedness of any Credit Party to another Credit Party (including Indebtedness under the Permitted Intercompany Loan, the Additional Intercompany Loan Advance and the Flow-through Loan) or any other Indebtedness to any Person which has been agreed to by the Lender in writing and, in each case, in respect of which the holder thereof has entered into a subordination and postponement agreement in favour of the Lender, in form and substance

satisfactory to the Lender and registered in all places where necessary or desirable to protect the priority of the Security, which shall include (among other things): (i) restrictions on the entitlement of the holder of such indebtedness to receive payments on account of principal and interest, to the extent required by the Lender; (ii) a provision to the effect that any security held in respect of such indebtedness is subordinated to the Security; (iii) a provision to the effect that the holder of such indebtedness may not take any enforcement action in respect of any such security without the prior written consent of the Lender and (iv) the Indebtedness (other than the Indebtedness under the Permitted Intercompany Loan, the Additional Intercompany Loan Advance and the Flow-through Loan) has been assigned and pledged in favour of the Lender and shall form part of the Collateral at all times;

“Subsidiary” means a business entity which is controlled by another business entity (as used herein, “business entity” includes a corporation, company, partnership, limited partnership, trust or joint venture);

“Substantial Completion” means the date on which the last of the following shall occur: (a) a certificate of substantial performance under the Lien Act has been delivered to the Lender, and (b) a letter or other written authorization authorizing occupancy of the Project and Project Lands issued by the applicable Governmental Authority;

“Tax Credit” means any tax credit available to a Credit Party with respect to the Nova Scotia Capital Investment Tax Credit program.

“Tracadie Promissory Note” means the promissory note dated August 12, 2021 between Tracadie Investments Limited, as holder, and the Borrower, as issuer, evidencing the loan(s) made or to be made by Tracadie Investments Limited to the Borrower in an amount not to exceed \$140,000 in the aggregate;

“Undrawn Credit Amount” means, at any particular time, the amount, if any, by which the amount of (x) the NRT 1 Facility Limit at such time exceeds the aggregate amount of credit outstanding under the NRT 1 Facility at such time and (y) the NRT 2 Facility Limit at such time exceeds the aggregate amount of credit outstanding under the NRT 2 Facility at such time; and

“Year-end Financial Statements” in respect of any Person means the financial statements (with a minimum external review of “Review Engagement”) of such Person on an unconsolidated basis, including the notes thereto, in respect of its most recently completed Fiscal Year.

1.02 Accounting Principles

Unless otherwise provided herein, (i) each financial term used in this Agreement shall have the meaning ascribed by GAAP; and (ii) where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other computation is required to be made for the purpose of this Agreement, such determination or calculation shall be made in accordance with GAAP in effect at the date of such determination or calculation. In the event of any change in GAAP that materially affects the financial ratios and covenants contained in this Agreement, the Borrower and/or SFFC may request the Lender to permit the applicable Credit Parties to revise the applicable ratio or covenant, as appropriate. Each of the Borrower and SFFC agrees that all revisions to financial ratios and covenants in this Agreement are subject to the Lender’s approval and if the Lender’s approval is not obtained, all financial ratios and covenants in this Agreement shall be determined in accordance with GAAP in existence as at the Closing Date.

1.03 Currency References

All amounts referred to in this Agreement are in Canadian Dollars unless otherwise noted.

1.04 References to Statutes

Whenever in this Agreement reference is made to a statute or regulations made pursuant to a statute, such reference shall, unless otherwise specified, be deemed to include all amendments to such statute or regulations from time to time and all statutes or regulations which may come into effect from time to time substantially in replacement for the said statutes or regulations.

1.05 Extended Meanings

Terms defined in the singular have the same meaning when used in the plural, and vice-versa. When used in the context of a general statement followed by a reference to one or more specific items or matters, the term “including” shall mean “including, without limitation”, and the term “includes” shall mean “includes, without limitation”. Any reference herein to the exercise of discretion by the Lender (including phrases such as “in the discretion of”, “in the opinion of”, “to the satisfaction of” and similar phrases) shall mean that such discretion is absolute and unfettered and shall not imply any obligation to act reasonably, unless otherwise expressly stated herein.

1.06 Exhibits and Schedules

The following exhibits and schedules are attached to this Agreement and incorporated herein by reference:

Exhibits

- “A” - Drawdown Request
- “B” - Rollover Notice
- “C” - Conversion Notice
- “D” - Repayment Notice
- “E” - Compliance Certificate
- “F” - Project Lands

Schedules

- 4.01(b) - Corporate Information
- 4.01(d) - Pending Corporate Changes
- 4.01(h) - Material Permits
- 4.01(j) - Owned Properties
- 4.01(k) - Leased Properties
- 4.01(l) - Intellectual Property
- 4.01(m) - Insurance Policies
- 4.01(n) - Material Agreements
- 4.01(o) - Labour Agreements
- 4.01(p) - Environmental Matters
- 4.01(q) - Litigation
- 4.01(r) - Pension Plans
- 4.01(t) - Guarantees
- 4.01(y) - Authorized and Issued Share Capital
- 4.01(z) - Relevant Jurisdictions

ARTICLE II– NRT FACILITIES

2.01 Establishment of NRT Facilities

- (a) Subject to the terms and conditions in this Agreement, the Lender hereby establishes a non-revolving, reducing term facility (the “**NRT 1 Facility**”) for the Borrower in a maximum principal amount equal to the NRT 1 Facility Limit. The Borrower shall be entitled to receive Advances under the NRT 1 Facility for the purposes set out below.
- (b) Subject to the terms and conditions in this Agreement, the Lender hereby establishes a non-revolving, reducing term facility (the “**NRT 2 Facility**”) for the Borrower in a maximum principal amount equal to the NRT 2 Facility Limit. The Borrower shall be entitled to receive Advances under the NRT 2 Facility for the purposes set out below

2.02 Purpose

- (a) Advances under the NRT 1 Facility shall be used to repay and terminate in full the NS Fisheries Loan and to finance the construction of the Project.
- (b) Advances under the NRT 2 Facility shall be used (x) to make the One-Time Distributions and (y) for working capital purposes related to the expansion of the Project.

2.03 Non-Revolving Nature; Availability; Procedure for Advances

- (a) Each NRT Facility shall be a non-revolving term facility, and any Repayment under a NRT Facility may not be reborrowed.
- (b) Four single Advances under the NRT 1 Facility shall be permitted to be made, as follows:
 - (i) During the month of March, 2021, a single Advance in an amount not to exceed \$8,800,000 to (x) repay and terminate in full the NS Fisheries Loan and (y) finance construction of the Project;
 - (ii) During the month of August, 2021, a single Advance in an amount not to exceed \$3,200,000 to finance construction of the Project;
 - (iii) During the month of September, 2021 or October, 2021, a single Advance in an amount not to exceed the greater of (x) \$4,000,000 and (y) the balance of any available amount under the NRT 1 Facility then remaining, to finance construction of the Project; and
 - (iv) During the month of June, 2022, a single Advance in an amount not to exceed \$1,500,000.
- (c) Three single Advances under the NRT 2 Facility shall be permitted to be made at any time prior to June 30, 2023.
- (d) Subject to the terms and conditions hereof, the Borrower may have credit extended to it under the applicable NRT Facility by way of the drawdowns described in paragraphs (b) and (c) above, as applicable, by delivering to the Lender a Drawdown Request in accordance with the terms hereof.

2.04 Repayment

Subject to the terms hereof, the Obligations under the NRT Facilities shall become due and payable on the earlier of: (i) the Acceleration Date; and (ii) the Maturity Date. At such date, each NRT Facility shall terminate and all Outstanding Advances under each NRT Facility together with accrued and unpaid interest thereon and all fees and other charges payable in connection therewith, shall become immediately due and payable without the Lender having to make demand therefore.

- (a) On the Maturity Date, the Borrower shall repay to the Lender the full amount of the remaining principal amount of all Outstanding Advances under each NRT Facility together with all accrued and unpaid interest thereon and all accrued and unpaid fees with respect thereto.
- (b) In addition to the mandatory Repayments required under paragraph 2.04(a), the Borrower shall immediately permanently repay the principal amount of all Outstanding Advances under the NRT Facilities in an amount equal to:
 - (i) 100% of the net proceeds of any insurance claim (other than proceeds permitted to be retained by a Credit Party pursuant to section 6.04 and proceeds under liability insurance) made or settled by any Credit Party, such payment to be made forthwith following receipt of such proceeds and, in any event, no later than 2 Business Days following such receipt;
 - (ii) 100% of the net proceeds of any Equity Issuance or any debt financing or other issuance of Indebtedness undertaken by any Credit Party (but specifically excluding any Specified Equity Contributions), such payment to be made forthwith following receipt of such proceeds and, in any event, no later than 2 Business Days following such receipt; and
 - (iii) 100% of the net proceeds of any sale or disposition of any property or assets of any Credit Party (other than a proceeds of a sale referred to in Subparagraphs (a), (b) or (c) of the definition of "Permitted Asset Sales"), such payment to be made forthwith following receipt of such proceeds and, in any event, no later than 5 Business Days following such receipt.
- (c) If at any time the aggregate amount of the Outstanding Advances under a NRT Facility is in excess of the NRT 1 Facility Limit and/or NRT 2 Facility Limit, as applicable, for any reason, the Borrower shall forthwith make a Repayment under the applicable NRT Facility in such amount as will result in the aggregate amount of the Outstanding Advances under such NRT Facility not exceeding the NRT 1 Facility Limit and/or NRT 2 Facility Limit, as applicable. The Lender shall firstly apply such Repayment against any Loans advanced under the NRT Facilities; and any remaining portion of such Repayment shall be held by the Lender and applied against Bankers' Acceptances under the NRT Facilities upon the maturity thereof.
- (d) Each Repayment made in respect of the applicable NRT Facility (for any reason whatsoever) shall be applied as follows:
 - (i) first, against the "balloon payment" due under the NRT 1 Facility on the Maturity Date; and

- (ii) secondly, against the “balloon payment” due under the NRT 2 Facility on the Maturity Date.

2.05 Availment Options

Subject to the restrictions contained in this Agreement (and in particular, sections 3.02 and 3.03), the Borrower may receive Advances under the applicable NRT Facility by any one or more of the following Availment Options (or any combination thereof):

- (a) Loans; or
- (b) Bankers' Acceptances, each having a maturity of 30, 60 or 90 days (inclusive) plus or minus 2 days in minimum amounts of \$500,000 and multiples of \$100,000, subject to availability;

provided that Bankers' Acceptances will not be issued with a maturity date later than the Maturity Date. The Borrower may convert the Outstanding Advances under the applicable NRT Facility in the form of any above Availment Option into another form of Availment Option, subject to and in accordance with the terms and conditions of this Agreement (but for greater certainty, Bankers' Acceptances may not be converted into another Availment Option prior to the maturity thereof).

2.06 Interest and Fees

- (a) In respect of Advances made to the Borrower under the NRT 1 Facility, the Borrower agrees to pay to the Lender:
 - (i) interest on Loans at the Prime Rate plus 1.50% per annum, payable monthly in arrears on the last day of each and every month commencing on the Closing Date; and
 - (ii) in respect of each Bankers' Acceptance, a stamping fee equal to the face amount of the Bankers' Acceptance, multiplied by 2.50%, multiplied by the number of days to maturity of the Bankers' Acceptance (but excluding the day on which the Bankers' Acceptance matures), and divided by 365, payable at the time of acceptance (and for greater certainty, in addition to paying the said stamping fee to the Lender, the Borrower acknowledges that the proceeds it will receive upon the issuance of such Bankers' Acceptance will be less than the face amount payable by it to the holder of such Bankers' Acceptance on the maturity thereof, as more particularly provided in paragraph 3.07(d).
- (b) In respect of Advances made to the Borrower under the NRT 2 Facility, the Borrower agrees to pay to the Lender:
 - (i) interest on Loans at the Prime Rate plus 1.70% per annum, payable monthly in arrears on the last day of each and every month commencing on the Restatement Date; and
 - (ii) in respect of each Bankers' Acceptance, a stamping fee equal to the face amount of the Bankers' Acceptance, multiplied by 2.70%, multiplied by the number of days to maturity of the Bankers' Acceptance (but excluding the day on which the Bankers' Acceptance matures), and divided by 365, payable at the time of acceptance (and for greater certainty, in addition to paying the said stamping fee to the Lender, the Borrower acknowledges that the proceeds it will receive upon the issuance of such Bankers' Acceptance will be less than the face amount payable by it to the holder of

such Bankers' Acceptance on the maturity thereof, as more particularly provided in paragraph 3.07(d).

2.07 Standby Fees

On the third last Business Day of each Fiscal Quarter and upon termination of the applicable NRT Facility, the Borrower shall pay, in accordance with the terms hereof, to the Lender, in arrears, a standby fee on the Undrawn Credit Amount under each NRT Facility, as applicable, calculated and accruing daily from the Closing Date (in the case of NRT 1 Facility) and the Restatement Date (in the case of NRT 2 Facility) at the rate per annum equal to 0.625%, calculated on the basis of a year of 365 days or 366 days in the case of a leap year.

2.08 Voluntary Prepayments

The Borrower may from time to time, upon 5 Business Days' prior written notice to the Lender, without penalty or fee, make a Prepayment in respect of any Outstanding Advances under a NRT Facility in a minimum amount of and a multiple of \$100,000, provided that such Prepayment is not made, directly or indirectly, from the proceeds of an Advance made hereunder (unless a Prepayment is made in respect of all Outstanding Advances under such NRT Facility); and provided further that Prepayments may not be made in respect of Bankers' Acceptances prior to the scheduled maturity thereof. The NRT 1 Facility Limit and/or the NRT 2 Facility Limit, as applicable, shall be automatically and permanently reduced by the amount of any such Prepayment of the applicable NRT Facility. Any such Repayment of any Outstanding Advances under the NRT 1 Facility shall be applied firstly against the Borrower's obligation to make the final Repayment under the NRT 1 Facility on the Maturity Date. Any such Repayment of any Outstanding Advances under the NRT 2 Facility shall be applied firstly against the Borrower's obligation to make the final Repayment under the NRT 2 Facility on the Maturity Date.

ARTICLE III- GENERAL CONDITIONS

3.01 Matters relating to Interest

- (a) Unless otherwise indicated, interest on any outstanding principal amount shall be calculated daily and shall be payable monthly in arrears on the last day of each and every month. If the last day of a month is not a Business Day, the interest payment due on such day shall be made on the next Business Day, and interest shall continue to accrue on the said principal amount and shall also be paid on such next Business Day. Interest shall accrue from and including the day upon which an Advance is made or is deemed to have been made, and ending on but excluding the day on which such Advance is repaid or satisfied. Any change in the Prime Rate shall cause an immediate adjustment of the interest rate applicable to Loans, in each case without the necessity of any notice to the Borrower.
- (b) Unless otherwise stated, in this Agreement if reference is made to a rate of interest, fee or other amount "per annum" or a similar expression is used, such interest, fee or other amount shall be calculated on the basis of a year of 365 or 366 days, as the case may be. If the amount of any interest, fee or other amount is determined or expressed on the basis of a period of less than one year of 365 or 366 days, as the case may be, the equivalent yearly rate is equal to the rate so determined or expressed, divided by the number of days in the said period, and multiplied by the actual number of days in that calendar year.
- (c) Notwithstanding any other provisions of this Agreement, if the amount of any interest, premium, fees or other monies or any rate of interest stipulated for, taken, reserved or extracted under the Loan Documents would otherwise contravene the provisions of section 347 of the *Criminal Code* (Canada), section 8 of the *Interest Act* (Canada) or any successor or similar legislation, or would

exceed the amounts which the Lender is legally entitled to charge and receive under any law to which such compensation is subject, then such amount or rate of interest shall be reduced to such maximum amount as would not contravene such provision; and to the extent that any excess has been charged or received the Lender shall apply such excess against the Outstanding Advances and refund any further excess amount.

- (d) Upon the occurrence of and during the continuance of an Event of Default, to compensate the Lender for the increased risk, the per annum interest rates set forth in Section 2.06 shall be increased by 2%.

3.02 Notice Periods

- (a) The Borrower shall provide written notice to the Lender in respect of Advances, Rollovers, Conversions and Repayments as follows:
 - (a) two Business Days' notice is required before 11:00 a.m. Halifax time in respect of any Advance request (other than an Advance request by way of a Loan), Rollover, Conversion or Repayment; and
 - (b) one Business Day's notice is required before 11:00 a.m. Halifax time in respect of any Advance request by way of a Loan.
- (b) Notice of any Advance, Rollover, Conversion or Repayment referred to in paragraph 3.02(a) above shall be given in the form of a Drawdown Request, Rollover Notice, Conversion Notice or Repayment Notice, as the case may be, attached hereto as Exhibits. All such notices shall be given to the Lender at its address set out in section 9.09.
- (c) If notice is not provided as contemplated herein with respect to the maturity of a Bankers' Acceptance, the Lender may convert the Bankers' Acceptance upon its maturity into a Loan.
- (d) Any conversion from one form of Availment Option to another shall be subject to satisfaction of all of the terms and conditions applicable to the form of the new Availment Option as herein provided.

3.03 Minimum Amounts and procedures re Drawdowns, Rollovers, Conversions and Repayments

- (a) Each request by the Borrower for an Advance, Conversion or Rollover in the form of a Loan shall be in a principal amount which is not less than \$500,000.
- (b) Each request by the Borrower for an Advance, Conversion or Rollover in the form of a Bankers' Acceptance shall be in a principal amount which is not less than \$500,000.

3.04 Place of Advances, Repayments

- (a) All payments received by the Lender on a Business Day before 1:00 p.m. Halifax time shall be treated as having been received by the Lender on that day. Payments made after such time on a Business Day shall be treated as having been received by the Lender on the next Business Day.
- (b) Whenever any payment shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day. Interest shall continue to accrue and be payable thereon as provided herein, until the date on which such payment is received by the Lender.

- (c) The Borrower hereby irrevocably authorizes the Lender to debit account no. 33993 002 0050717 maintained by the Borrower with the Lender in order to pay any amount of principal, interest, fees, expenses or other amounts payable by the Borrower pursuant to this Agreement. In the event that such account does not at any time have sufficient funds to make any such payment, the Borrower hereby irrevocably authorizes the Lender to debit any other account maintained by the Borrower with the Lender from time to time in order to pay any amount of principal, interest, fees, expenses or other amounts payable by the Borrower pursuant to this Agreement.

3.05 Evidence of Obligations (Noteless Advances)

The Lender shall open and maintain, in accordance with its usual practice, accounts evidencing the Obligations; and the information entered in such accounts shall constitute conclusive evidence of the Obligations absent manifest error. The Lender may, but shall not be obliged to, request the Borrower to execute and deliver from time to time such promissory notes as may be required as additional evidence of the Obligations.

3.06 Determination of Equivalent Amounts

Whenever it is necessary or desirable at any time to determine the Equivalent Amount in Canadian Dollars of an amount expressed in U.S. Dollars, or vice-versa (specifically including for greater certainty the determination of whether the Outstanding Advances under the applicable NRT Facility exceeds the limit applicable thereto), the Equivalent Amount shall be determined by reference to the Exchange Rate on the date of such determination.

3.07 Bankers' Acceptances

The following provisions are applicable to Bankers' Acceptances issued by the Borrower and accepted by the Lender:

Payment of Bankers' Acceptances

- (a) The Borrower agrees to provide for each Bankers' Acceptance by payment of the full principal amount thereof to the Lender on the maturity of the Bankers' Acceptance or, prior to the maturity of the Bankers' Acceptance, upon the Acceleration Date. If the Borrower fails to provide for the payment of a Bankers' Acceptance accordingly, the Lender is authorized to debit the account of the Borrower in an amount required to pay the Bankers' Acceptance, notwithstanding that the Bankers' Acceptance may have been purchased by the Lender for its own account. Any amount so debited by the Lender and not recovered from the Borrower before Noon Halifax time on the same Business Day shall be immediately payable by the Borrower to the Lender together with interest on such amount calculated daily and payable monthly at the highest rate applicable to Advances under the facility under which the Bankers' Acceptance was issued, from the date the Lender debits the said amount until the Lender receives payment in full. The Borrower agrees not to claim any days of grace for the payment at maturity of Bankers' Acceptances and agrees to indemnify and save harmless the Lender in connection with all payments made by the Lender pursuant to Bankers' Acceptances accepted by the Lender, together with all reasonable costs and expenses incurred by the Lender in respect thereof. The Borrower hereby waives any defences to payment which might otherwise exist if for any reason a Bankers' Acceptance is held by the Lender for its own account at maturity.

Availability of Bankers' Acceptances

- (b) If at any time and from time to time the Lender determines, acting reasonably, that there no longer exists a market for Bankers' Acceptances for the term requested by the Borrower, or at all, the Lender shall so advise the Borrower, and in such event the Lender shall not be obliged to accept and the Borrower shall not be entitled to issue Bankers' Acceptances.

Power of Attorney

- (c) The Borrower hereby appoints the Lender as its true and lawful attorney to complete and issue Bankers' Acceptances on behalf of the Borrower in accordance with written, verbal or facsimile transmitted instructions provided by any of the Borrower's officers or by any other Person authorized to provide such instructions in accordance with the most recent banking resolution or certificate provided by the Borrower to the Lender. The Borrower hereby ratifies such completion and issuance of Bankers' Acceptances that its said attorney may do by virtue hereof. The Borrower agrees to indemnify and hold harmless the Indemnitees from and against any charges, complaints, costs, damages, expenses, losses or liabilities of any kind or nature which the Indemnitees may incur, sustain or suffer, arising from or by reason of the Indemnitees acting, or failing to act, as the case may be, on any verbal or facsimile transmitted instructions or on this power of attorney save and except for charges, complaints, costs, damages, expenses, losses or liabilities of any kind or nature arising from or by reason of the negligence or wilful misconduct of any such Indemnatee. The Borrower hereby agrees that each Bankers' Acceptance completed and issued and accepted by any employee of the Lender on behalf of the Borrower is a valid, binding and negotiable instrument of the Borrower as drawer and endorser. The Borrower agrees that the Lender's accounts and records will constitute prima facie evidence of the execution and delivery by the Borrower of Bankers' Acceptances. This power of attorney shall continue in force until written notice of revocation has been served upon the Lender by the Borrower at the Lender's address provided in this Agreement.

Commitments to Purchase and Sell Bankers' Acceptances

- (d) The Lender agrees to purchase each Bankers' Acceptance upon the issuance thereof at a discount from the face amount thereof calculated at the CDOR Rate for the period of such Bankers' Acceptance in effect on the issuance date thereof. The Borrower agrees to sell all Bankers' Acceptances through the facilities of the Lender, and shall permit the Lender the first opportunity to purchase Bankers' Acceptances.

3.08 Breakage Costs

If any Advance made by the Lender to the Borrower in the form of a Bankers' Acceptance is repaid or converted prior to the scheduled maturity date thereof (whether as a result of acceleration or otherwise), the Borrower agrees to pay to the Lender upon demand all losses, damages, costs and expenses which the Lender has incurred or may incur as a result of such Repayment or Conversion prior to the said scheduled maturity date, as determined by the Lender in accordance with its usual practice. The Lender shall provide the Borrower with a written certificate showing in reasonable detail the basis for such claim, which certificate shall be deemed to be correct absent manifest error.

3.09 Withholding Tax Gross-Up

Except as otherwise required by applicable Law, all payments made by the Borrower to the Lender hereunder shall be made without withholding for or on account of any present or future taxes imposed by or

within the jurisdiction in which the Borrower is domiciled, any jurisdiction from which the Borrower makes any payment or any other jurisdiction, or (in each case) any political subdivision or taxing authority thereof or therein (other than taxes in respect of the net income, assets, capital of the Lender, or franchise taxes imposed upon the Lender). If any such withholding is required by applicable Law, the Borrower shall make the withholding, pay the amount withheld to the appropriate Governmental Authority before penalties attach thereto or interest accrues thereon and forthwith pay to the Lender such additional amount as may be necessary to ensure that the net amount actually received by the Lender (after payment of such taxes including any taxes on such additional amount paid) is equal to the amount which it would have received if no amounts had been withheld. The Borrower's obligations under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, however, the Borrower shall have no obligation to pay any additional amount under this section to any assignee of the Lender if the assignment to such assignee was made by the Lender in contravention of its obligations under section 9.13.

3.10 Increased Costs

If in respect of any change in or introduction of any law, regulation, order, rule, request or directive (whether or not having the force of law but of a kind which is intended to be generally complied with by banks) or in the interpretation thereof by any authority charged with the administration thereof or by any court of competent jurisdiction:

- (a) the Lender incurs a cost (which it would not otherwise have incurred), becomes subject to a tax, or becomes liable to make a payment (calculated with reference to the amount outstanding or available under the NRT Facilities) with respect to continuing to provide or maintain the NRT Facilities (other than a tax imposed on the income of the Lender);
- (b) any reserve, special deposit or similar requirement is imposed or increased with respect to the NRT Facilities increasing the cost thereof to the Lender; or
- (c) the Lender suffers or will suffer a reduction in the rate of return on its overall capital (other than a reduction by reason of an income tax referred to in (a) above) as a result of the amount of the capital that the Lender is required to maintain being increased or of any change in the manner in which the Lender is required to allocate its resources;

then the Borrower shall, upon receipt of written notice from the Lender, pay to the Lender such amount as will compensate the Lender for and will indemnify the Lender against such increases in cost or reductions of rate of return (the "**Additional Compensation**") accruing after the date of receipt of such notice. The Lender shall provide the Borrower with a photocopy of the relevant law, regulation, order, rule or directive and provide the Borrower with a certificate of a duly authorized representative of the Lender setting out the amount and basis for the amount of such Additional Compensation and basis of calculation thereof, which shall be conclusive and binding absent manifest error.

3.11 Illegality

The obligation of the Lender to make Advances hereunder shall be suspended if and for so long as it is unlawful or impossible for the Lender to maintain the NRT Facilities or make Advances hereunder as a result of the adoption of any applicable law, rule or regulation, or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Lender with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency.

3.12 Termination of Benchmark Rates

In the event that CDOR (the “**Affected Benchmark Rate**”) ceases to be publicly displayed by Refinitiv Benchmark Services (UK) Limited or any alternative financial information service provider used by the Lender to determine the Affected Benchmark Rate, then, upon request by the Borrower or the Lender, the Borrower and the Lender shall enter into discussions with a view to determining a comparable successor or alternative Canadian Dollar interest rate to apply that is, at such time, broadly accepted as the prevailing market practice in Canada for loans of this type; provided that, if such alternative rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Upon the Borrower and the Lender agreeing on such a rate, the Borrower and the Lender shall enter into such agreement as the Lender shall require to amend the provisions hereof to refer to such rate and make all other adjustments incidental thereto.

ARTICLE IV - REPRESENTATIONS AND WARRANTIES

4.01 Representations and Warranties

Each Credit Party hereby jointly and severally represents and warrants to the Lender as follows:

- (a) Corporate Status – Each Credit Party has been duly incorporated (or amalgamated) and organized and has not been dissolved under the laws of its jurisdiction of incorporation and is up-to-date in respect of all material corporate filings.
- (b) Corporate Information – Schedule 4.01(b) attached hereto contains the following information in respect of each Credit Party: its corporate history (including all prior names and predecessor corporations), jurisdiction of incorporation, registered office, principal place of business, all locations at which it has places of business or owns assets, the number and classes of its issued and outstanding shares, and a list of all shareholders including the number and class of shares held by each.
- (c) Subsidiaries – The Borrower has no Subsidiaries, other than IP Co. SFFC has no Subsidiaries other than SBI. IP Co. has no Subsidiaries.
- (d) No Pending Corporate Changes – Except as set out in Schedule 4.01(d), no Person has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, warrants or convertible obligations of any nature, for the purchase of any properties or assets of any Credit Party out of the ordinary course of business or for the purchase, subscription, allotment or issuance of any debt or equity securities of any Credit Party.
- (e) No Conflicts under Material Agreements or Material Permits - The execution and delivery by each Credit Party of those Loan Documents to which it is a party, and the performance of its obligations thereunder, will not conflict with, result in a breach of or require any approval or consent under any Material Agreement or Material Permit, other than consents or approvals which have been obtained without imposition of any material conditions.
- (f) No Conflict with Charter Documents - There are no provisions in the charter documents or by-laws of any Credit Party or in any shareholder agreement affecting any of them which restrict or limit its powers to borrow money, issue debt obligations, guarantee the payment or performance of the obligations of others, or otherwise encumber all or any of its property, now owned or subsequently acquired.

- (g) Loan Documents - The Borrower has the corporate capacity, power, legal right and authority to borrow from the Lender, perform its obligations hereunder and under the other Loan Documents and provide the Security required to be provided by it hereunder and thereunder. The execution and delivery of the Loan Documents by the Credit Parties and the performance of their respective obligations therein have been duly authorized by all necessary corporate action. This Agreement and the other Loan Documents constitute legal, valid and binding obligations of the Credit Parties, enforceable against them in accordance with the terms and provisions thereof, subject to laws of general application affecting creditors' rights and the discretion of the court in awarding equitable remedies.
- (h) Conduct of Business; Material Permits - Except as disclosed in Schedule 4.01(h) attached hereto, each Credit Party is in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and is duly licensed, registered and qualified to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the property owned or leased by it make such qualification necessary (except to the extent that the absence of any such qualification has no adverse effect on the Credit Parties or their respective businesses); and all such Material Permits are valid and subsisting and in good standing. Attached hereto as Schedule 4.01(h) is a true and complete list of all Material Permits.
- (i) Ownership of Assets; Specific Permitted Liens - Each Credit Party owns, possesses and has a good and marketable title to its respective undertaking, property and assets, free and clear of any and all Liens except for Permitted Liens. No Credit Party has any commitment or obligation (contingent or otherwise) to grant any Liens except for Permitted Liens. No event has occurred which constitutes, or which with the giving of notice, lapse of time or both would constitute, a material default under any Permitted Lien.
- (j) Owned Properties – Schedule 4.01(j) attached hereto contains a true and complete list of the Owned Properties by municipal address. There are no other Owned Properties.
- (k) Leased Properties - Schedule 4.01(k) attached hereto contains a true and complete list of the Leased Properties by municipal address and the leases relating thereto, including in respect of each lease: the names of the parties; the rent and other amounts payable under the lease; and the expiry date of the term and of all renewal options available. There are no other Leased Properties.
- (l) Intellectual Property - Each Credit Party has the right to use all licenses, franchises, permits, registrations, patents, patent rights, trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, copyrights and other forms of intellectual property material to the conduct of its business (in the manner in which it is currently used in the conduct of its business), and to the best of the Borrower's knowledge each of which is in good standing in all material respects; and to its knowledge has the right to use such intellectual property without violation of any rights of others with respect thereto. Schedule 4.01(l) attached hereto contains a true and complete list of all intellectual property registered or pending registration in the name of a Credit Party.
- (m) Insurance - The Credit Parties have placed insurance, including property, boiler and machinery, business interruption and liability insurance, in appropriate amounts and for appropriate risks as would be considered commercially reasonable for similar businesses, including with respect to the Project and the Project Lands. Attached hereto as Schedule 4.01(m) is a true and complete list of all insurance policies held by the Credit Parties.

- (n) Material Agreements - Schedule 4.01(n) attached hereto contains a true and complete list of all Material Agreements to which the Credit Parties are party, including a description of the nature of each Material Agreement. Each said Material Agreement is in good standing and in full force and effect; and the Credit Parties and to its knowledge the other parties thereto are not in material breach of any of the terms or conditions contained therein.
- (o) Labour Agreements - Schedule 4.01(o) attached hereto contains a true and complete list of all collective agreements presently in effect between the Credit Parties and any labour union or employee association. Except as listed in Schedule 4.01(o), the Credit Parties are not under any obligation to assume any such contracts to or conduct negotiations with any labour union or employee association, and it is not aware of any current attempts to organize or establish any such labour union or employee association.
- (p) Environmental Laws – Except to the extent disclosed in Schedule 4.01(p) attached hereto:
 - (i) each Credit Party and its business, operations, assets, equipment, property, leaseholds and other facilities is in compliance in all material respects with all Requirements of Environmental Law, specifically including all Requirements of Environmental Law concerning the storage and handling of Hazardous Materials;
 - (ii) each Credit Party holds all material permits, licenses, certificates and approvals from Governmental Authorities which are required in connection with air emissions, discharges to surface or groundwater, noise emissions, solid or liquid waste disposal, the use, generation, storage, transportation or disposal of Hazardous Materials and all other Requirements of Environmental Law;
 - (iii) to the knowledge of the Borrower following due inquiry, there has been no material emission, spill, release, or discharge into or upon the air, soils (or any improvements located thereon), surface water or groundwater or the sewer, septic system or waste treatment, storage or disposal system servicing the premises, of any Hazardous Materials at or from any of the Properties;
 - (iv) no complaint, order, directive, claim, citation, or notice from any Governmental Authority or any other Person has been received by any Credit Party with respect to any of the Properties in respect of air emissions, spills, releases, or discharges to soils or improvements located thereon, surface water, groundwater or the sewer, septic system or waste treatment, storage or disposal systems servicing any of the Properties, noise emissions, solid or liquid waste disposal, the use, generation, storage, transportation, or disposal of Hazardous Materials or other Requirements of Environmental Law affecting the Properties;
 - (v) there are no legal or administrative proceedings, investigations or claims now pending, or to the Borrower's knowledge, threatened, with respect to the presence on or under, or the discharge, emission, spill, radiation or disposal into or upon any of the Properties, the atmosphere, or any watercourse or body of water, of any Hazardous Material; nor are there any material matters under discussion between any Credit Party and any Governmental Authority relating thereto; and there is no factual basis for any such proceedings, investigations or claims; and
 - (vi) the Credit Parties have no material indebtedness, obligation or liability, absolute or contingent, matured or not matured, with respect to the storage, treatment, cleanup or disposal of any Hazardous Materials (for greater certainty, including any such

Hazardous Materials which were located on or affected the Properties before the Closing Date), including without limitation any such indebtedness, obligation, or liability under any Requirements of Environmental Law regarding such storage, treatment, cleanup or disposal;

- (q) No Litigation - Except as disclosed in Schedule 4.01(q) attached hereto, there are no actions, suits or proceedings now pending, or to the Borrower's knowledge, threatened, against any Credit Party in any court or before or by any federal, provincial, municipal or other Governmental Authority which if determined against any Credit Party could reasonably be expected to result in a Material Adverse Change.
- (r) Pension Plans – Except as disclosed in Schedule 4.01(r), the Credit Parties do not have any Pension Plans.
- (s) Financial Statements - The most recent Year-end Financial Statements and Interim Financial Statements of each Credit Party delivered to the Lender have been prepared in accordance with GAAP on a basis which is consistent with the previous fiscal period, and present fairly:
 - (i) its assets and liabilities and financial condition in all material respects as at the dates therein specified;
 - (ii) its sales, earnings and results of its operations in all material respects during the periods covered thereby; and
 - (iii) in the case of the Year-end Financial Statements, its changes in financial position;and no Material Adverse Change has occurred since the dates of the said Year-end Financial Statements and Interim Financial Statements, as the case may be.
- (t) No Guarantees – Except as set out in Schedule 4.01(t), no Guarantees have been granted by any Credit Party (other than Guarantees granted by a Credit Party in connection with this Agreement).
- (u) Tax Returns - Each Credit Party has duly and timely filed all tax returns required to be filed by it, and has paid all taxes which are due and payable by it. Each Credit Party has also paid all other taxes, charges, penalties and interest due and payable under or in respect of all assessments and re-assessments of which it has received written notice. There are no actions, suits, proceedings, investigations or claims pending (or to the knowledge of any Credit Party, threatened) against any Credit Party in respect of taxes, governmental charges or assessments or any material matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by any such Governmental Authority.
- (v) Statutory Liens - Each Credit Party has remitted on a timely basis all amounts required to have been withheld and remitted (including withholdings from employee wages and salaries relating to income tax, employment insurance and Canada Pension Plan contributions), goods and services tax and all other amounts which if not paid when due could result in the creation of a Statutory Lien against any of its property, except for Permitted Liens.
- (w) No Default, etc. - No Default, Event of Default or Material Adverse Change has occurred and is continuing.

- (x) Full Disclosure - All factual information furnished by or in respect of the Credit Parties to the Lender for the purposes of or in connection with this Agreement was true and correct in all material respects as at the date such information is stated to have been given, and is not incomplete by omitting to state any material fact necessary to make the statements contained in such information not misleading in any material respect in light of the circumstances under which the statements contained in such information were made. The financial projections, forecasts and pro forma financial information furnished by the Credit Parties to the Lender have been prepared on the basis of assumptions believed by the Credit Parties in good faith to be reasonable as at the date such financial information was given. There are no facts known to the Borrower which could materially adversely affect the Credit Parties' ability to observe and perform their obligations under the Loan Documents.
- (y) Authorized and Issued Share Capital – Schedule 4.01(y) attached hereto contains a true and complete list of all of the authorized and issued share capital of each of the Credit Parties and the percentage shareholdings of each of the Limited Guarantors in the relevant Credit Party.
- (z) Relevant Jurisdictions – The Relevant Jurisdictions for each Credit Party are set forth on Schedule 4.01(z).

4.02 Survival of Representations and Warranties

The Credit Parties acknowledge that the Lender is relying upon the foregoing representations and warranties in connection with the establishment and continuation of the NRT Facilities and the entering into of any Interest Rate Management Product with the Borrower. Notwithstanding any investigations which may be made by the Lender, the said representations and warranties shall survive the execution and delivery of this Agreement until the Secured Obligations Termination Date.

ARTICLE V - COVENANTS

5.01 Positive Covenants

Each Credit Party hereby jointly and severally covenants and agrees with the Lender that it will, until the Secured Obligations Termination Date:

- (a) Prompt Payment - pay all principal, interest and other amounts due hereunder at the times and in the manner specified herein;
- (b) Preservation of Corporate Existence - maintain its corporate existence in good standing, continue to carry on its business, preserve its rights, powers, licences, privileges, franchises and goodwill, exercise any rights of renewal or extensions of any leases, licences, concessions, franchises or any other rights whatsoever which are material to the conduct of its business, maintain all qualifications to carry on business in each jurisdiction in which such qualifications are required (except to the extent that the failure to obtain any such qualification would have no adverse effect on the Credit Parties or their respective businesses) and carry on and conduct its business in a proper and efficient manner so as to protect its property and income; and not materially change the nature of its business;
- (c) Compliance with Laws - comply in all material respects with all applicable Laws (specifically including, for greater certainty, all applicable Requirements of Environmental Law except to the extent disclosed in Schedule 4.01(p) attached hereto), use the proceeds of all Advances hereunder for legal and proper purposes and in accordance with the terms

hereof, and obtain and maintain in good standing all material leases and Material Permits from any and all Governmental Authorities required in respect of its business and operations;

- (d) Compliance with Material Agreements, Leases and Material Permits – comply in all material respects with all of its covenants, agreements and obligations in and diligently enforce all its material rights under all Material Agreements, Leases and Material Permits. No Credit Party shall alter, amend or waive, in any material respect, any of their rights under or permit any termination or surrender of any Material Agreement, Lease or any Material Permit. The Credit Parties shall provide to the Lender copies of any written communications delivered to them by any of the other parties to a Material Agreement, Lease or Material Permit alleging any default or threatening the exercise of any remedy by reason of a default thereunder.
- (e) Payment of Taxes, etc. - pay when due all material rents, taxes, rates, levies, assessments and governmental charges, fees and dues lawfully levied, assessed or imposed in respect of its property and deliver to the Lender upon request receipts evidencing such payments; except for any such amounts being contested in good faith and in respect of which reserves have been established in accordance with GAAP in amounts which are reasonably adequate with respect thereto;
- (f) Maintain Records - maintain adequate books, accounts and records in accordance with GAAP;
- (g) Maintenance of Properties - keep its property and assets in good repair and working condition;
- (h) Inspection - permit the Lender and its employees and agents (during normal business hours and in a manner which does not materially interfere with its business) to enter upon (subject to any restrictions contained in any lease or sublease of any Leased Property) and inspect its properties, assets, books and records from time to time and make copies of and abstracts from such books and records, and discuss its affairs, finances and accounts with its officers, directors, accountants and auditors; such access shall be on 48 hours' prior notice, unless a Default has occurred and is continuing in which event no prior notice shall be required;
- (i) Access to Information – promptly provide the Lender with all information reasonably requested by it from time to time at reasonable intervals in connection with this Agreement concerning its financial condition and the Project (including, without limitation, the Plans and Specifications, the Project Budget, the status of construction, Material Agreements and Material Permits), and during normal business hours and from time to time at reasonable intervals upon reasonable notice permit representatives of the Lender to inspect the Project and to examine and take extracts from its financial records, including records stored in computer data banks and computer software systems regarding the Project, and to discuss its financial condition with its senior officers and its auditors, the reasonable expense of all of which will be paid by the Borrower;
- (j) Insurance Coverage - obtain from financially responsible insurance companies and maintain liability insurance, all-risks property insurance on a replacement cost basis (less a reasonable deductible not to exceed amounts customary in the industry for similar businesses and properties), business interruption insurance and insurance in respect of such other risks as the Lender may reasonably require from time to time; all of which policies of insurance shall be in such amounts as may be reasonably required by the Lender and shall include a standard mortgage clause approved by the Insurance Bureau of Canada in respect of property

insurance; and the Lender's interest shall be noted as an additional insured on all liability insurance policies and as first mortgagee and loss payee on all other insurance policies; and the Lender shall be provided with certificates of insurance and certified copies of such policies from time to time upon request;

- (k) Perform Obligations - fulfil all covenants and obligations required to be performed by it under those Loan Documents to which it is a party and any other agreement or undertaking now or hereafter made between it and the Lender;
- (l) Notice of Certain Events - provide prompt notice to the Lender of: (i) the occurrence of any Default or Event of Default; (ii) the incorrectness of any representation or warranty contained herein in any material respect; (iii) any contravention of or non-compliance by any Credit Party with any material terms and conditions of any Loan Document; (iv) any Material Adverse Change; (v) any material litigation affecting any Credit Party; (vi) any material labour dispute affecting any Credit Party; (vii) any notice of a payment default or other material default in respect of any obligation for Subordinated Debt or any other obligation of any Credit Party; (viii) any notice in respect of the termination or suspension of, or a material default under, any Material Agreement or Material Permit or Lease (iv) any change in the location of any Credit Party's "chief executive office" or location of its books or material assets to another jurisdiction other than the Province of Nova Scotia, (v) any acquisition of assets in any jurisdiction other than the Province of Nova Scotia, any proposed acquisition of real property, (vi) any change to the authorized and issued share capital of a Credit Party set forth in Schedule 4.01(y), and particulars thereof, (vii) if at any time the Project Costs related to the Project are expected to exceed the Project Budget as set out in the most recent Project Budget approved by the Lender and (viii) any Cost Overruns or any event or circumstance which could reasonably be expected to result in a Cost Overrun or adversely affect completion of the Project in accordance with the Project Budget and Project Schedule;
- (m) Sales Tax Refunds – file on a monthly basis all returns and other documents necessary to obtain the refund of Sales Tax in respect of the Project and apply the amount of any such refund to payment of Project Costs.
- (n) Lender Accounts – the Credit Parties to maintain all of its bank accounts with the Lender or its Affiliates;
- (o) Permitted Debt Documents and Material Agreements – the relevant Credit Party shall forthwith deliver or cause to be delivered to the Lender copies of (i) any Permitted Debt Documents or Material Agreements entered into after the Closing Date and (ii) any amendments to any Permitted Debt Documents or Material Agreements entered into after the Closing Date and consented to in writing by the Lender;
- (p) Lien Act – comply with the provisions of the Lien Act, including, without limitation, retaining the Holdbacks required thereby. In the event that any lien is registered under the Lien Act against the Project Lands (or written notice of such lien is provided to the Lender), the relevant Credit Party shall cause such lien to be vacated or discharged within 10 Business Days of the earlier of: (i) date of registration thereof or the date the relevant Credit Party has received written notice thereof, or (ii) the date that the relevant Credit Party has been provided written notice thereof by the Lender, with any payment thereunder being made from financial resources other than the NRT Facilities;

- (q) Setbacks – the location of any buildings on the Project are or will be, to the extent they have been constructed or will be constructed in accordance with the Plans and Specifications, within the boundary lines of the Project as a whole and are in compliance with all applicable setback requirements;
- (r) Real Property – the only real property interests necessary for the construction of the Project in accordance with the Plans and Specifications are the real property interests comprising the Project Lands and any Easements, interests or rights appurtenant thereto (including any rights to encroach over, under or across any adjacent public sidewalks or road allowances, with the approval of the applicable Governmental Authority thereto). There are no expropriation or similar proceedings, actual or to the knowledge of each Credit Party, threatened of which any Credit Party is aware against the Project Lands. There is no structure located on the lands comprising part of the Project Lands that encroaches onto any land not owned by SFFC. The Project Lands enjoy all legal access to and from adjoining public highways, streets and/or roads and no Credit Party has knowledge of any existing fact or condition which could reasonably be expected to result in the termination or amendment of such access. All entrances/exits to the Project Lands are permitted under applicable Law and allow free and uninterrupted ingress and egress to public highways, streets and/or roads;
- (s) Cost Overruns – fund any Cost Overruns (determined on an overall basis and after allocation of contingencies and demonstrable savings) with proceeds from financial resources other than the NRT Facilities, as and when such costs are incurred;
- (t) Material Permits – all Material Permits from third parties and Governmental Authorities have been obtained other than those not required or able to be obtained until a later stage of construction of the Project or after Construction Completion and those not obtained may be reasonably expected to be received in the ordinary course of business prior to the date when required to permit the relevant Credit Party to complete the transactions provided for in the Material Agreements and to construct and operate the Project.
- (u) Project Completion – the relevant Credit Party shall notify the Lender of (x) Substantial Completion and (y) Construction Completion, in each case within 2 Business Days of the occurrence of such event.
- (v) Consultants - permit the Lender, and the Lender shall have the right, to appoint one or more consultants to assist the Lenders with (i) reviewing and approving the insurance policies maintained by the relevant Credit Party for the Project, the Project Budget, the Construction Schedule, the Plans and Specifications and the Material Agreements, (ii) projecting the Cost to Complete, (iii) advising the Lender as to whether the Project has been constructed in accordance with prudent industry practice, applicable Law, the Project Budget, the Plans and Specifications, the Material Agreements and the Material Permits and (iv) performing such additional functions as the Lender shall reasonably request. The Borrower shall pay all fees, costs and expenses, reasonably incurred by the Lender in retaining the consultants in connection with their respective services to the Lender.

5.02 Negative Covenants

From the Closing Date and until the Secured Obligations Termination Date, each of the Credit Parties shall adhere to, or will cause adherence to, the following covenants unless waived in writing by the Lender:

- (a) Not to Amalgamate, etc. No Credit Party shall enter into any transaction or series of related transactions (whether by way of amalgamation, merger, winding-up, liquidation, dissolution,

consolidation, reorganization, reconstruction, continuance, transfer, sale, lease or otherwise) whereby all or substantially all of its undertaking, properties, rights or assets would become the property of any other Person or, in the case of amalgamation or continuance, of the continuing corporation resulting therefrom;

- (b) Indebtedness. No Credit Party shall create, assume, issue or permit to exist, directly or indirectly, any Indebtedness except for Permitted Indebtedness.
- (c) Negative Pledge. No Credit-Party shall create, assume, incur or suffer to exist any Lien in or upon any of their respective undertakings, properties, rights or assets except for Permitted Liens.
- (d) No Guarantees. Other than Guarantees disclosed under Schedule 4.01(t), no Credit Party shall be or become liable, directly or indirectly, contingently or otherwise, for any obligation of any other Person by Guarantee or provide any loan or financial assistance to any Person (other than an obligation of a Credit Party which is not prohibited under this Agreement) other than as expressly permitted hereunder.
- (e) Restrictions on Subsidiaries, Investments and Loans. No Credit Party shall, directly or indirectly:
 - (i) acquire or form any new Subsidiary or loan or advance monies to a Subsidiary which is not a Credit Party;
 - (ii) become a partner in any partnership or a participant in any joint venture; or
 - (iii) make any advance, loan, extension of credit, capital contribution to or purchase any stock, bonds, notes, debentures or other Equity Securities of or make any other investment in any Person except for Permitted Advances and Investments.
- (f) Distributions. No Credit Party shall make any Distribution of any kind whatsoever to any director, officer, shareholder, Affiliate or associate of any Credit Party, whether directly or indirectly, or to any other Person who does not deal at arm's length with any Credit Party, other than (i) the One-Time Distributions and (ii) any other Distribution with the consent of the Lender.
- (g) Disposition of Assets. No Credit Party shall sell, assign, transfer, convey, lease (as lessor), contribute or otherwise dispose of, or grant options, warrants or other rights with respect to, any of its properties or assets other than Permitted Asset Sales. Without limiting the generality of the foregoing, no Credit Party shall enter into any sale or transfer and lease back arrangement with any Person except as may be permitted under Permitted Asset Sales.
- (h) Permitted Acquisitions. No Credit Party shall make any investment in or purchase or otherwise acquire some or all of the Equity Securities of any other Person or all or substantially all or any substantial portion of the property or assets of another Person unless it is a Permitted Acquisition.
- (i) Material Agreements. No Credit Party shall cancel or terminate any Material Agreement or cause any event of default (by act or omission) of any Material Agreement, subject to the expiry of any applicable grace periods, and except for the ordinary course expiry of such Material Agreement in accordance with its terms.

- (j) Leases. Except as (i) as expressly permitted under the charge and security agreement referred to in Section 6.01, and (ii) in the ordinary course of business, no Credit Party shall cancel or terminate any Lease. Unless the covenant in Section 6.02 has been complied with, no Credit Party shall enter into any new lease.
- (k) Payments of Subordinated Debt; Amendments to Subordinated Debt Documents. No Credit Party shall be entitled to make any payments or prepayments of principal, interest, fees or costs on account of any Subordinated Debt other than as permitted under the associated subordination and postponement agreement to which the Lender is a party or in respect of which Section 5.02(l) has been complied with. No Credit Party shall amend, waive, consent to or otherwise modify any agreement or document evidencing or relating to Subordinated Debt in a manner that may be adverse to the Lender without the Lender's prior written consent.
- (l) Payments of Non-Arm's-Length Debt. No Credit Party shall be entitled to make any payments or repayments of principal, interest, fees or costs on account of any Indebtedness owing to any Person not dealing at arm's length with, or any shareholder of, any Credit Party without the prior written consent of the Lender, unless otherwise dealt with pursuant to the terms of the applicable Subordinated Debt.
- (m) Change in Financial Year or Business. No Credit Party shall (i) change its Fiscal Year end, (ii) change the nature, organization, structure, substance or operation of its business or lines of business which it now conducts, and reasonable extensions thereof, or (iii) commence carrying on any other business.
- (n) Transactions and Payments with Related Parties. Other than in the ordinary course of business and consistent with past practice, no Credit Party shall enter into any transactions with or make any payments (including salaries, fees compensation, expense reimbursement and indemnities of any kind (collectively, "**Remuneration**") or loans to its Affiliates or associates or Related Parties or to any Person who does not deal at arms length with any Company, provided the foregoing shall not prohibit other transactions expressly permitted in this section 5.02.
- (o) Shareholder Loans. No Credit Party shall accept a loan, advance or other payment from any shareholder or from any other Person who does not deal at arm's length with the Borrower or any Guarantor (including the Permitted Intercompany Loan, the Additional Intercompany Loan Advance and the Flow-through Loan) unless same is Subordinated Debt and the respective subordination and postponement of claim is supported by an opinion of corporate counsel and security registrations to the extent required by the Lender.
- (p) Constituting Documents. No Credit Party shall amend its constituting documents without the prior written consent of the Lender, acting reasonably. The Borrower shall provide a copy of any amendments to such constituting documents to the Lender within 10 Business Days of their registration.
- (q) Ownership Changes. No Credit Party shall undertake any sale or issuance of securities, merger, amalgamation or other transaction whatsoever that would result in:
 - (i) the Principal Shareholders ceasing to collectively own, legally and beneficially, or Control, directly or indirectly, (x) at least 74.5% of the outstanding Equity Securities in the Borrower or (y) at least 23.84% of the Equity Securities of each class of Equity Securities of SFFC;

- (ii) BAQ ceasing to collectively own, legally and beneficially, or Control, directly or indirectly, at least 68% of the Equity Securities of each class of Equity Securities of SFFC;
- (iii) the Borrower and BAQ ceasing to collectively own, legally and beneficially, or Control, directly or indirectly, 100% of the outstanding Equity Securities in IP Co.; or
- (iv) SFFC ceasing to collectively own, legally and beneficially, or Control, directly or indirectly, 100% of the Equity Securities in SBI.
- (r) Limitation on Take-over Bids. No Credit Party shall enter into any hostile take-over bid to acquire another entity, without the prior written consent of the Lender.
- (s) Capital Expenditures – Other than Capital Expenditures that are Project Costs, no Credit Party shall make Capital Expenditures or incur or assume any debt or liability therefor without prior written consent of the Lender;
- (t) Auditors - No Credit Party shall change its auditors to a firm that is not a nationally recognized auditing firm, except with the prior written consent of the Lender which shall not be unreasonably withheld;
- (u) Use of Advances - No Credit Party shall use the proceeds of any Advance for any purposes other than those expressly contemplated in this Agreement;
- (v) Hedging Agreements - No Credit Party shall enter into or be a party to any Interest Rate Management Product or other hedging or interest rate swap agreement (other than any such arrangement entered into with the Lender) without the prior written consent of the Lender; or
- (w) Amendments to Plans and Specifications – Amend the Plans and Specifications in any material respect (where such amendments would cause a change to the Project Budget requiring the consent of the Lender pursuant to paragraph 5.02(x) hereof) without the prior written consent of the Lender. Upon revision of the Plans and Specifications, the relevant Credit Party shall forthwith provide a copy to the Lender.
- (x) Amendments to Project Budget – Amend the Project Budget without the prior written consent of the Lender. Upon revision of the Project Budget, the relevant Credit Party shall forthwith provide a copy to the Lender.
- (y) Amendments to Material Agreements – Amend any Material Agreement in any way that could be reasonably expected to cause a Material Adverse Change.

5.03 Financial Covenants

SFFC agrees to maintain the financial covenants and amounts listed below:

- (a) Minimum Quarterly EBITDA – SFFC shall not permit its EBITDA to be less than:
 - (i) \$500,000 for the period of October 1, 2023 to December 31, 2023, inclusive; and
 - (ii) \$750,000 for the period of January 1, 2024 to March 31, 2024, inclusive.

- (b) Equity Cure – For the purposes of determining compliance with the financial covenants set forth in paragraph 5.03(a), any cash equity contribution to SFFC from a Limited Guarantor (funded with proceeds of common equity or other equity having terms acceptable to the Lender, including deeply subordinated equityholder debt) after the last day of the applicable Fiscal Quarter with respect to which such financial covenants are being tested and on or prior to the day that is 30 Business Days after the day on which financial statements are required to be delivered for such Fiscal Quarter will, at the irrevocable election of SFFC, be a positive addition to the calculation of EBITDA, on a dollar-for-dollar basis, solely for the purposes of determining compliance with such financial covenants at the end of such Fiscal Quarter and any subsequent period that includes such Fiscal Quarter (any such equity contribution so included in the calculation of EBITDA, a “**Specified Equity Contribution**”).

5.04 Reporting Requirements

The Credit Parties shall deliver or caused to be delivered in accordance with section 9.09 to the Lender the following financial and other information at the times indicated below:

- (a) the annual Year-end Financial Statements of the Borrower and each Guarantor, on an unconsolidated basis, a copy of the Credit Parties’ auditor’s letter to management, by the 120th day after the end of each Fiscal Year accompanied by a Compliance Certificate certified by the Chief Financial Officer of the Borrower or other senior officer of the Borrower acceptable to the Lender in the form of Exhibit “E” attached hereto which shall evidence compliance with all financial covenants and amounts set out in section 5.03 herein in respect of such Fiscal Year and shall include an analysis of any material variances in the financial results in such Fiscal Year from the projections contained in the most recent cash flow forecast and budget presented to the Lender in accordance with paragraph 5.04(b) hereof;
- (b) within the first 120 days after the start of each Fiscal Year:
- (i) a cash flow forecast for SFFI on an unconsolidated basis, in respect of such Fiscal Year, which shall disclose all material assumptions utilized and shall include the following items: balance sheet, income statement, cashflow statement, projected compliance with all financial covenants, Capital Expenditures, operating leases and tax liabilities, and
- (ii) a forecast of the effect that the foregoing items set out in clause 5.04(b)(i) may have on the financial performance of the Credit Parties;
- (iii) the Interim Financial Statements for each Fiscal Quarter of the Borrower and each Guarantor, on an unconsolidated basis by the 45th day after the end of each Fiscal Quarter in each year, accompanied by a Compliance Certificate certified by the Chief Financial Officer of the Borrower or other senior officer of the Borrower acceptable to the Lender in the form of Exhibit “E” attached hereto which shall evidence compliance with all financial covenants and amounts set out in section 5.03 herein in respect of such Fiscal Quarter (including all supporting calculations) and shall include an analysis of any material variances in the financial results in such Fiscal Quarter from the projections contained in the most recent cash flow forecast and budget presented to the Lender in accordance with paragraph 5.04(b) hereof;
- (iv) prompt notice of any events provided for in Section 5.01(l); and

- (v) such additional information and documents as the Lender may reasonably require from time to time.

ARTICLE VI - SECURITY

6.01 Security to be Provided by Borrower

Each of the Credit Parties agrees to provide the security listed below to the Lender (each in form and substance satisfactory to the Lender), as continuing security for the payment and performance of all of the Obligations to the Lender:

- (a) charge and security agreement or other forms of security required by the Lender to create a First-Ranking Security Interest, subject to Permitted Liens, over (i) all of the Credit Parties' property, assets and undertaking (including, for certainty, Equity Securities of the Credit Parties owned by a Credit Party), (ii) all material Land in which the Credit Parties have a leasehold interest and (iii) all rights to and interest in and entitlement under the Material Agreements;
- (b) charge and security agreement or other forms of security required by the Lender to create a First-Ranking Security Interest, subject to Permitted Liens, over all Land in which SFFC has a freehold interest;
- (c) share pledge agreement creating a First-Ranking Security Interest over the Equity Securities of the Credit Parties owned by the Limited Guarantors;
- (d) an assignment of the Credit Parties' interests in all policies of insurance, specifically including the right to receive any refunds of premiums paid thereunder;
- (e) guarantees from each of the Guarantors on a joint and several liability basis;
- (f) limited guarantees from each of the Limited Guarantors on a joint and several liability basis;
- (g) a subordination and postponement agreement in respect of any Subordinated Debt;
- (h) an assignment and pledge of Subordinated Debt (other than the Permitted Intercompany Loan, the Additional Intercompany Loan Advance and the Flow-through Loan) in favour of the Lender;
- (i) the Lender's standard form of "ISDA", as and when required by the Lender; and
- (j) such other security and further assurances as the Lender may reasonably require from time to time from any Credit Party.

6.02 Security to be Provided by Others

Each Credit Party covenants to use its commercially reasonable best efforts (both before and after the Closing Date) to obtain a Landlord Agreement or landlord waivers (substantially in the form provided by the Lender to the Borrower or changes thereto as agreed to by the Lender) in respect of each of the Leased Properties (including prospective leases) and to provide evidence of compliance with such covenant (which, in the case of prospective leases, shall be provided to the Lender prior to entering into any such leases). Without limiting the foregoing, prior to entering into any new lease, the applicable Credit Party shall afford

the Lender the opportunity to participate in any negotiation with a prospective landlord regarding the terms of any Landlord Agreement.

6.03 After-Acquired Property, Further Assurances

Each Credit Party shall execute and deliver from time to time all such further documents and assurances as may be reasonably required by the Lender from time to time in order to provide the Security contemplated hereunder, specifically including: supplemental or additional security agreements, intellectual property security agreements, and assignments and pledge agreements which shall include lists of specific assets to be subject to the security interests required hereunder. Each Credit Party agrees to provide, or cause to be provided to the Lender, Landlord Agreements or landlord waivers (substantially in forms provided to the Lender on the Closing Date), and consents from parties to Material Agreements, as required, in respect of any future Leased Properties and/or Material Agreements.

6.04 Insurance Proceeds

If insurance proceeds become payable in respect of loss of or damage to any property owned by a Credit Party:

- (a) if a Default (but not an Event of Default) has occurred and is continuing at such time, the Lender shall hold such proceeds until such Default no longer exists or has become an Event of Default; after which the remaining paragraphs in this section shall apply;
- (b) if an Event of Default has occurred and is continuing at such time, the Lender shall apply such proceeds against the Obligations;
- (c) if no Event of Default has occurred and is continuing at such time, and such proceeds are less than \$500,000, the Lender agrees to consent to the payment of such proceeds to such Credit Party if:
 - (i) such property has been repaired or replaced and the proceeds will reimburse the Credit Party for payments it has made for such purpose; or
 - (ii) the Credit Party covenants and confirms in writing to the Lender that it will forthwith use such proceeds to repair or replace such property within 270 days after its receipt of the insurance proceeds; and
- (d) if no Event of Default has occurred and is continuing at such time, and such proceeds are equal to or greater than \$500,000, the Lender shall apply such proceeds against the Obligations unless the Lender has agreed in writing, in its sole discretion, that such proceeds shall be used to replace the property in accordance with the terms set forth in clause (ii) of paragraph 6.04(c) hereof.

6.05 Discharge of Security

The Security shall remain in full force and effect until the Secured Obligations Termination Date. On or any time following the Secured Obligations Termination Date, the Lender shall, at the expense and request of the Borrower, execute such agreements and other instruments as may be necessary to release and discharge the Security or record the effect of such release or discharge in any office where the Security may be registered or recorded.

ARTICLE VII - CONDITIONS PRECEDENT FOR ADVANCES

7.01 Conditions to Effectiveness of this Agreement

The amendments to and restatement of the Existing Credit Agreement contemplated by this Agreement shall not take effect until the fulfillment of the following conditions precedent:

- (a) the Lender shall have received, in form and substance satisfactory to the Lender:
 - (i) executed copies of this Agreement and all Loan Documents required to be delivered pursuant to the terms hereof;
 - (ii) all subordination and postponement agreements required in the discretion of the Lender (in registrable form where necessary) with respect to any Permitted Indebtedness or Liens affecting the collateral charged pursuant to the Security;
 - (iii) certificates of insurance evidencing the insurance coverage required to be maintained pursuant to the terms hereof, in each case noting the Lender as first loss payee and/or as an additional insured, as applicable;
 - (iv) a certificate of status, certificate of compliance or similar certificate for each Credit Party issued by the appropriate governmental body or agency;
 - (v) an officer's certificate and certified copies of resolutions of the board of directors of each Credit Party concerning the due authorization, execution and delivery of the Loan Documents to which it is a party, and such related matters as the Lender may reasonably require;
 - (vi) to the extent not previously delivered, certified true copies of each of the Permitted Debt Documents (including any amendments thereto) entered into on or prior to the Restatement Date;
 - (vii) to the extent not previously delivered, certified true copies of the Material Agreements and Material Permits;
 - (viii) a copy of the current Project Budget, Plans and Specifications and Construction Schedule, together with evidence that the applicable Governmental Authority has approved the Plans and Specifications to the extent required at such time;
 - (ix) to the extent not previously delivered, share certificates representing all of the issued and outstanding Equity Securities of each Credit Party owned legally and/or beneficially by the Companies, duly endorsed in blank for transfer or attached to duly executed stock transfers and powers of attorney; and
 - (x) legal opinions from the solicitors for the Credit Parties regarding the corporate status of each Credit Party, the due authorization, execution, delivery and performance of the Loan Documents by the Credit Parties and enforceability of the Loan Documents entered into by the Credit Parties, and such other matters as the Lender may reasonably require;
- (b) all documents and instruments shall have been properly registered, recorded and filed in all places which, searches shall have been conducted in all jurisdictions which, and deliveries

of all consents, approvals, landlord waivers or agreements, non-disturbance agreements, acknowledgements, undertakings, directions, negotiable documents of title and other documents and instruments to the Lender shall have been made which, in the opinion of the Lender's counsel, acting reasonably, are desirable or required to make effective the security interests created or intended to be created by the Companies in favour of the Lender pursuant to the Security and to ensure the perfection and the intended priority of such security interests;

- (c) the Lender and Lender's counsel shall be satisfied, acting reasonably, that all necessary approvals, acknowledgements, directions and consents have been given and that all relevant laws have been complied with in respect of all agreements and transactions referred to herein;
- (d) the Lender shall be satisfied that all Indebtedness of the Credit Parties (other than Permitted Indebtedness) has been terminated and been paid in full;
- (e) the Lender shall be satisfied that all Liens affecting the collateral of the Companies being charged or pledged pursuant to the Security (other than Permitted Liens) have been discharged;
- (f) the Lender shall have received such additional evidence, documents or undertakings as it may reasonably require to complete the transactions contemplated hereby in accordance with the terms and conditions contained herein, including without limitation information required for compliance with the Lender's "know your client" requirements and anti-money laundering and proceeds of crime legislation;
- (g) the Borrower shall have paid to the Lender all fees and expenses (including the Lender's reasonable legal expenses) relating to the establishment of the NRT Facilities, specifically including the commitment fee pursuant to section 9.02 and any similar fees as agreed in writing between the Borrower and the Lender; and
- (h) the conditions precedent in section 7.02 shall have been satisfied.

7.02 Conditions Precedent to all Advances

The Lender shall have no obligation to make any Advance unless at the time of making each such Advance the following terms and conditions shall have been satisfied:

- (a) solely with respect to the Advance contemplated under Section 2.03(b)(iii), the Lender shall have received satisfactory evidence that SFFC has received the Additional Intercompany Loan Advance;
- (b) any additional Security which the Companies are required to have provided pursuant to this Agreement at the time of such Advance shall have been executed and delivered, all registrations necessary or desirable in connection therewith shall have been made, and all legal opinions and other documentation required by the Lender in connection therewith shall have been executed and delivered, all in form and substance satisfactory to the Lender in its sole discretion;
- (c) no Default shall have occurred, nor shall the making of the Advance result in the occurrence of any Default;

- (d) the representations and warranties in section 4.01 shall be true and correct in all material respects as if made on the date of such Advance (unless expressly stated in section 4.01 to apply only as at a specific earlier date);
- (e) since the date of the most recent Interim Financial Statements of the Credit Parties delivered to the Lender, no Material Adverse Change shall have occurred;
- (f) no Credit Party shall have received notice of the existence of any claim for lien made under the Lien Act in respect of the Project;
- (g) except as has been previously disclosed in writing to the Lender and approved in writing by the Lender, there have been no changes to the Construction Schedule, Project Budget or the Plans and Specifications in respect of the Project;
- (h) a certificate of a senior officer of the Borrower certifying each of the terms and conditions set forth in paragraphs (c) through (g), inclusive, of this Section 7.02;
- (i) the Borrower shall have given a Drawdown Request to the Lender in accordance with the notice requirements provided herein;
- (j) the Lender shall have received a sub-search from Lender's counsel on the date of the Advance (if such date is after the effective date of the required title insurance policy) confirming that no Liens have been registered on title to the Project Lands other than Permitted Liens;
- (k) the Lender shall be satisfied that as of the proposed date of the Advance all Cost Overruns have been paid by the Credit Parties in accordance with paragraph 5.01(s) hereof; and
- (l) evidence satisfactory to the Lender that no construction liens or claims have been made (or notice of the existence thereof received) under the Lien Act in respect of the Project.

7.03 Entry Into Effect of this Amendment and Restatement

On the Restatement Date, this Agreement shall amend and restate the Existing Credit Agreement in its entirety and the Existing Credit Agreement as so amended and restated is hereby ratified and confirmed by the parties hereto. This Agreement is not intended by the parties to, and shall not constitute, a payment, discharge, satisfaction or novation of the whole or any item or part of the Obligations (as defined in the Existing Credit Agreement) remaining outstanding and owing to the Lender until paid in full in accordance with the provisions of this Agreement. The parties hereto agree that, on the Restatement Date, the Loans and Bankers' Acceptances (each as is defined in the Existing Credit Agreement) outstanding under the Existing Credit Agreement shall become outstanding hereunder as advances of the same type. Each Credit Party hereby confirms to and agrees with the Lender that its Obligations (defined in the Existing Credit Agreement) shall continue in full force and effect in accordance with their respective terms (amended and restated, as applicable, by this Agreement).

ARTICLE VIII– DEFAULT AND REMEDIES

8.01 Events of Default

The occurrence of any one or more of the following events, after the expiry of any applicable cure period set out below, shall constitute an event of default under this Agreement (an “**Event of Default**”):

- (a) any Credit Party fails to pay any principal when due under the terms of this Agreement, the Security or any other agreement made between it and the Lender;
- (b) any Credit Party fails to pay any Interest or other amount, other than an amount referred to in paragraph 8.01(a) above, when due and payable by it under this Agreement, the Security or any other Loan Document or other agreement made between it and the Lender, and such failure continues unremedied for more than 3 Business Days;
- (c) any representation, warranty or statement made to the Lender herein or in any Loan Document is incorrect in any material respect on the date on which such representation, warranty or statement was made or deemed to have been made, or subsequently becomes incorrect in any material respect; provided that if the circumstances which render such representation, warranty or statement incorrect are capable of being remedied within 15 days such that the representation, warranty or statement is then correct, the relevant Credit Parties diligently take all such action as may be necessary in order that such representation, warranty or statement will become correct and diligently keep the Lender informed of their efforts in this regard, and if such representation, warranty or statement is correct by not later than the expiry of such 15 day period, then the incorrectness of such representation, warranty or statement shall not constitute an Event of Default;
- (d) any Credit Party fails to perform or comply with any of the financial covenants set out in section 5.03(a), provided that if any such non-compliance is remedied in accordance with section 5.03(b), then such non-compliance shall not constitute an Event of Default;
- (e) any Credit Party fails to perform or comply with any of its covenants or obligations contained in this Agreement (other than those set out in paragraphs 8.01(a), 8.01(b), 8.01(c) and 8.01(d) above) or any Credit Party fails to perform or comply with any of its covenants or obligations in any Loan Document or other agreement or undertaking made between it and the Lender (including the Security), in each case, following receipt of notice of such non-compliance from the Lender; provided that if such non-compliance is capable of remedy within 15 days, such Credit Party diligently attempt to remedy such non-compliance and diligently keeps the Lender informed of its efforts in this regard, and such non-compliance is remedied within such 15 day period, then such non-compliance shall not constitute an Event of Default;
- (f) a default or breach of any term of any Permitted Debt Document, Material Agreement, Material Permit or Lease, and such breach or default remains unremedied for more than 3 Business Days;
- (g) if any Cost Overrun is not paid within 10 Business Days of written notice by the Lender to the Borrower of such Cost Overrun;
- (h) the Credit Party ceases to be in compliance with any Requirements of Environmental Law and such non-compliance would have a Material Adverse Effect, provided if the non-compliance is capable of being remedied within 10 days and the Credit Party diligently attempts to remedy such non-compliance and such non-compliance is remedied within such period, then such non-compliance shall be deemed not to be an Event of Default;
- (i) any Credit Party becomes obligated to repay, prepay, offer to prepay, pay, purchase or otherwise retire or acquire any indebtedness (other than indebtedness under this Agreement or the other Loan Documents) in an aggregate amount exceeding \$100,000 (or the Equivalent Amount in foreign currency) before its scheduled maturity date for any reason, including, without limitation, the occurrence of an event or circumstance that could reasonably be

expected to be treated as a default or event of default in the context of a commercial lending transaction (including an event equivalent or analogous to a Default), although it may not be described as such in the agreement governing such Indebtedness;

- (j) an Insolvency Event occurs in respect of any Credit Party;
- (k) any document constituting part of the Security shall for any reason cease to be in full force and effect or shall be declared in a final judgment of a court of competent jurisdiction to be null, void, invalid or unenforceable; or any Credit Party contests the validity or enforceability thereof or denies it has any further liability or obligation under any Security or other Loan Document; or any document (other than a Guarantee) constituting part of the Security shall for any reason fail to create a valid and perfected First-Ranking Security Interest intended to be created thereby, subject to Permitted Liens, in and to the property purported to be subject thereto, except that if such failure is capable of remedy within 30 days, such Company diligently attempts to remedy such failure and diligently informs the Lender of its efforts in this regard, and the failure is remedied within such 30 day period, then the failure shall not constitute an Event of Default;
- (l) any Person which has provided a Guarantee in respect of the Obligations terminates or purports to terminate its liability under such Guarantee or its liability thereunder in respect of any future Advances, or contests the validity or enforceability of such Guarantee or any Security provided by it or denies any further liability or obligation thereunder;
- (m) any Person takes possession of any property of a Credit Party by way of or in contemplation of enforcement of security, or a distress or execution or similar process is levied or enforced against any such property; provided that if such matter is capable of remedy within 30 days, such Credit Party diligently attempts to remedy such matter and diligently informs the Lender of its efforts in this regard, and the matter is remedied within such 30 day period, then such matter shall not constitute an Event of Default;
- (n) one or more final judgments or decrees for the payment of money shall have been obtained or entered against any one or more of the Credit Parties in excess of \$100,000 in the aggregate and shall remain undischarged, unvacated, unbonded or unstayed for the longer of the applicable appeal period and 45 days;
- (o) any Governmental Authority shall take any action or proceeding to condemn, seize or appropriate any property of any Credit Party that is material to its financial condition, business or operations;
- (p) if there occurs a Change of Control;
- (q) if at any time there occurs an event or circumstance which is a Material Adverse Change;
- (r) if any Credit Party permanently ceases or threatens to permanently cease its business or suspends its business for a period greater than 30 days;
- (s) if any Credit Party sells or otherwise disposes of all or a substantial part of its undertaking and property and assets whether in one transaction or in a series of related transactions (other than pursuant to a Permitted Asset Sale); or

- (t) the auditors of any Credit Party include any “going concern” qualification or qualification as to the scope of the audit in their audit letter relating to the Year-end Financial Statements of the Credit Parties.

8.02 Acceleration

Upon the occurrence of an Insolvency Event with respect to a Credit Party, the Obligations shall become immediately due and payable, without the necessity of any demand upon or notice to any Company by the Lender. Upon the occurrence and during the continuation of any Event of Default other than an Insolvency Event, the Lender may by written notice to the Borrower declare the Obligations to be immediately due and payable.

8.03 Acceleration of Certain Contingent Obligations

On the Acceleration Date and from time to time thereafter, the Lender may make a Loan to the Borrower in an amount equal to the face amount of any Bankers' Acceptance (such amount to be determined at such time in accordance with the provisions thereof). The proceeds of any such Loan shall be held by the Lender and used to satisfy the Lender's obligations under any such Bankers' Acceptance when due. Any such Loan made in respect of a Bankers' Acceptance shall bear interest at the rate and in the manner applicable to Loans under the applicable NRT Facility under which such Bankers' Acceptance was issued.

8.04 Combining Accounts, Set-Off

Upon the occurrence and during the continuation of an Event of Default, in addition to and not in limitation of any rights now or hereafter granted under applicable Law, the Lender may without notice to any Credit Party at any time and from time to time:

- (a) combine, consolidate or merge any or all of the deposits or other accounts maintained with the Lender by such Credit Party (whether term, notice, demand or otherwise and whether matured or unmatured) and such Credit Party's obligations to the Lender; and
- (b) set off, apply or transfer any or all sums standing to the credit of any such deposits or accounts in or towards the satisfaction of the said obligations.

8.05 Application of Cash Proceeds

Subject to the claims, if any, of secured creditors of the Companies whose security ranks in priority to the Security, all Cash Proceeds shall be applied and distributed, and the claims of the Lender shall be deemed to have the relative priorities which would result in the Cash Proceeds being applied and distributed, as follows:

- (a) first, to the payment of all reasonable costs and expenses incurred by the Lender (including, without limitation, all legal fees and disbursements) in the exercise of all or any of the powers granted to it hereunder or under the other Loan Documents and in payment of all of the remuneration of any Receiver and all costs and expenses properly incurred by such Receiver (including, without limitation, all legal fees and disbursements) in the exercise of all or any powers granted to it under the Security;
- (b) second, in payment of all amounts of money borrowed or advanced by the Lender or any Receiver pursuant to the Security and any interest thereon;

- (c) third, to the payment of the Obligations under NRT 1 Facility (including holding as cash collateral to be applied against such Obligations which have not then matured) to the Lender;
- (d) fourth, to the payment of any other outstanding Obligations (including holding as cash collateral to be applied against such Obligations which have not then matured) to the Lender (other than any Obligations under the NRT 2 Facility);
- (e) fourth, to the payment of the Obligations under NRT 2 Facility (including holding as cash collateral to be applied against such Obligations which have not then matured) to the Lender; and
- (f) finally, the balance, if any, in accordance with applicable Laws.

8.06 No Further Advances

The Lender shall not be obliged to make any further Advances (including honouring any cheques drawn by the Borrower which are presented for payment) from and after the earliest to occur of the following: (i) delivery by the Lender to the Borrower of a written notice that a Default or an Event of Default has occurred and is continuing and that as a result thereof no further Advances will be made (whether or not such notice also requires immediate repayment of the Obligations); (ii) the occurrence of an Insolvency Event with respect to a Credit Party; or (iii) receipt by the Lender of any garnishment notice, notice of a Statutory Lien or other notice of similar effect in respect of any Credit Party pursuant to the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada) or any similar notice under any other statute unless the amount of such demand or order is not material and arrangements satisfactory to the Lender have been established to avoid any loss of priority with respect to the Security.

8.07 Judgment Currency

If for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Agreement it becomes necessary for the Lender to convert into the currency of such jurisdiction (in this section called the “**Judgment Currency**”) any amount due to the Lender by the Borrower hereunder in any currency other than the Judgment Currency, then conversion shall be made at the Exchange Rate prevailing on the Business Day before the day on which judgment is given. In the event that there is a change in the Exchange Rate prevailing between the Business Day before the day on which the judgment is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts (if any) or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount paid on such date is the amount in the Judgment Currency which when converted at the Exchange Rate prevailing on the date of payment is the amount then due under this Agreement in such other currency. Any additional amount due by the Borrower under this section will be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under or in respect of this Agreement.

8.08 Remedies Cumulative

All of the rights and remedies granted to the Lender in this Agreement, and any other documents or instruments in existence between the parties or contemplated hereby, and any other rights and remedies available to the Lender at law or in equity, shall be cumulative. The exercise or failure to exercise any of the said remedies shall not constitute a waiver or release thereof or of any other right or remedy, and shall be non-exclusive.

8.09 Performance of Covenants by Lender

If any Credit Party fails to perform any covenant or obligation to be performed by it pursuant to this Agreement, the Lender may in its sole discretion, after written notice to such Credit Party, perform any of the said obligations but shall be under no obligation to do so; and any amounts expended or advanced by the Lender for such purpose shall be payable by the Borrower upon demand together with interest at the highest rate then applicable to the NRT Facilities.

ARTICLE IX - GENERAL

9.01 Waivers

The failure or delay by the Lender in exercising any right or privilege with respect to the non-compliance with any provisions of this Agreement by any Credit Party and any course of action on the part of the Lender, shall not operate as a waiver of any rights of the Lender unless made in writing by the Lender. Any such waiver shall be effective only in the specific instance and for the purpose for which it is given and shall not constitute a waiver of any other rights and remedies of the Lender with respect to any other or future non-compliance.

9.02 Upfront Fee

The Borrower agrees to pay an upfront fee to the Lender in the amount equal to \$24,000, which such upfront fee shall be payable on the Restatement Date and shall be non-refundable and fully-earned when due. On the Restatement Date the Borrower hereby authorizes the Lender to debit any account maintained by the Borrower with the Lender in order to pay any portion of the said arrangement fee which has not previously been paid.

9.03 Lender's Expenses

Whether or not the transactions contemplated by this Agreement are completed or any Advance has been made, the Credit Parties agree to pay on demand by the Lender all reasonable out-of-pocket expenses incurred by it, including reasonable legal expenses and other direct out-of-pocket expenses, in connection with this Agreement, the Security and all documents contemplated hereby, specifically including: reasonable expenses incurred by the Lender in respect of due diligence, appraisals, insurance consultations, credit reporting and responding to enquiries made by any Governmental Authority; reasonable legal expenses in connection with the preparation and interpretation of this Agreement and the Security and the administration of the NRT Facilities generally, including the preparation of waivers and partial discharges of Security; and all reasonable legal expenses and other reasonable expenses in connection with the protection and enforcement of the Security. If the Borrower has not paid any such expenses within 30 days after the sending of a written request from the Lender, the Borrower hereby authorizes the Lender to debit any account maintained by it with the Lender in order to pay any such expenses.

9.04 General Indemnity

In addition to any other liability of any Credit Party hereunder, each Credit Party hereby agrees to indemnify and save harmless the Indemnitees from and against all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including reasonable legal fees on a solicitor and his own client basis) of any kind or nature whatsoever (but excluding any consequential damages and damages for loss of profit) which may be imposed on, incurred by or asserted against the Indemnitees (except to the extent arising from the negligence or wilful misconduct of such Indemnitees) which relate or arise out of or result from:

- (a) any failure by any Credit Party to pay and satisfy its obligations hereunder including, without limitation, any costs or expenses incurred by reason of the liquidation or re-employment in whole or in part of deposits or other funds required by the Lender to fund or maintain the NRT Facilities or as a result of a Credit Party's failure to take any action on the date required hereunder or specified by it in any notice given hereunder;
- (b) any investigation by Governmental Authorities or any litigation or other similar proceeding related to any use made or proposed to be made by a Credit Party of the proceeds of any Advance; and
- (c) any instructions given to the Lender to stop payment on any cheque issued by the Borrower or to reverse any wire transfer or other transaction initiated by the Lender at the request of the Borrower.

9.05 Environmental Indemnity

In addition to any other liability of the Credit Parties hereunder, each Credit Party hereby agrees to indemnify and save harmless the Indemnitees from and against:

- (a) any losses suffered by the Indemnitees for, in connection with, or as a direct or indirect result of, the failure of any Credit Party to comply with all Requirements of Environmental Law;
- (b) any losses suffered by the Indemnitees for, in connection with, or as a direct or indirect result of, the presence of any Hazardous Material situated in, on or under any property owned by any Credit Party or upon which it carries on business; and
- (c) any and all liabilities, losses, damages, penalties, expenses (including reasonable legal fees) and claims which may be paid, incurred or asserted against the Indemnitees for, in connection with, or as a direct or indirect result of, any legal or administrative proceedings with respect to the presence of any Hazardous Material on or under any property owned by any Credit Party or upon which it carries on business, or the discharge, emission, spill, radiation or disposal by any Credit Party of any Hazardous Material into or upon any Land, the atmosphere, or any watercourse or body of water; including the costs of defending and/or counterclaiming or claiming against third parties in respect of any action or matter and any cost, liability or damage arising out of a settlement entered into by the Indemnitees of any such action or matter;

except to the extent arising from the negligence or wilful misconduct of such Indemnitees. The Lender shall endeavour to provide written notice to the Borrower of any claim or potential claims of which the Lender becomes aware which are likely to result in the Indemnitees becoming entitled to assert a claim for indemnity under this section 9.04, as soon as reasonably possible after becoming aware of any such matter; provided however that any failure of the Lender to provide such notice shall not result in any liability to the Lender whatsoever and shall not diminish or affect in any way the Credit Party's obligation to indemnify the Indemnitees pursuant to this section 9.05.

9.06 Survival of Certain Obligations despite Termination of Agreement

The termination of this Agreement shall not relieve any Credit Party from its obligations to the Lender arising prior to such termination, such as but not limited to obligations arising as a result of or in connection with any breach of this Agreement, any failure to comply with this Agreement or the inaccuracy of any representations and warranties made or deemed to have been made prior to such termination, and obligations arising pursuant to all indemnity obligations contained herein. Without limiting the generality of

the foregoing, the obligations of the Credit Parties to the Lender arising under or in connection with (i) any Interest Rate Management Product and (ii) sections 9.04 and 9.05 of this Agreement shall, in each case, continue in full force and effect despite any termination of this Agreement.

9.07 Interest on Unpaid Costs and Expenses

If the Borrower fails to pay when due any expenses or other amounts paid by the Lender hereunder (other than principal or interest on any Advance), the Borrower agrees to pay interest on such unpaid amount from the time such amount is due until paid at the rate equal to the highest rate of interest then applicable under the NRT Facilities.

9.08 Consents or Approvals

Unless specifically otherwise provided to the contrary, the Lender may arbitrarily withhold any approval or consent required by or requested by any Credit Party from the Lender pursuant to this Agreement.

9.09 Notice

Without prejudice to any other method of giving notice, all communications provided for or permitted hereunder shall be in writing and delivered to the addressee by portable document format (PDF) via email, email, prepaid private courier or by facsimile to the applicable address and to the attention of the officer of the addressee as follows:

- (a) to any Credit Party:

20 MacDonald Avenue
Dartmouth, NS B3B 1C5
Attention: Thane Stevens
Email: tls@stevensgroup.ca

With a copy to:

Stewart McKelvey
Queen's Marque
600 – 1741 Lower Water St.
P.O. Box 997
Halifax, NS B3J 2X2
Attention: Larry Stordy
Email: lstordy@stewartmckelvey.com

- (b) to the Lender:

The Bank of Nova Scotia
Business Service Centre
4715 Tahoe Boulevard, 2nd Floor,
Mississauga, Ontario L4W 0B4
Fax: 1-877-909-7038
Email: BSC@Scotiabank.com

With a copy to:

The Bank of Nova Scotia
Atlantic Commercial Banking
1709 Hollis Street, 3rd Floor,
Halifax, Nova Scotia B3J 2M1
Att: Director, Credit Solutions
Fax: 902-425-8100
Email: ryan.moors@scotiabank.com

Any communication transmitted by prepaid private courier shall be deemed to have been validly and effectively given or delivered on the Business Day after which it is submitted for delivery. Any communication transmitted by facsimile or email or other electronic means shall be deemed to have been validly and effectively given or delivered on the day on which it is transmitted, if transmitted on a Business Day on or before 5:00 p.m. (local time of the intended recipient), and otherwise on the next following Business Day. Any party may change its address for service by notice given in the foregoing manner.

9.10 Severability

Any provision of this Agreement which is illegal, prohibited or unenforceable in any jurisdiction, in whole or in part, shall not invalidate the remaining provisions hereof; and any such illegality, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.11 Further Assurances

Each Credit Party shall from time to time at its own expense promptly execute and deliver or cause to be executed and delivered to the Lender all such other and further documents, agreements, opinions, certificates and instruments which may be requested by the Lender if necessary or desirable to more fully record or evidence the obligations intended to be entered into herein, or to make any recording, file any notice or obtain any consent.

9.12 Time of the Essence

Time shall be of the essence of this Agreement.

9.13 Assignment

- (a) No Credit Party may assign any of its rights or obligations under this Agreement or the Loan Documents without the prior written consent of the Lender.
- (b) The Lender may from time to time assign all or any portion of the NRT Facilities hereunder, together with all of its rights and obligations incidental thereto, to any other Person without notice to or obtaining the prior written consent of the Credit Parties.
- (c) If the Lender assigns all or any portion of its rights and obligations under this Agreement to an assignee in accordance with the provisions of this section, and if such assignee executes and delivers to the Borrower and the Lender a written agreement in form and substance satisfactory to the Borrower, acting reasonably, to assume and be bound by all or the assigned portion of the Lender's obligations hereunder, then immediately upon the said delivery of such agreement the Lender's said obligations hereunder shall automatically be released to the extent so assumed by such assignee.
- (d) The Borrower shall not be obligated to pay any additional amounts in relation to any assignee than it would have otherwise been obligated to pay.

- (e) Each Credit Party agrees to co-operate fully with the Lender in connection with any assignment pursuant to this section, and agrees to execute and deliver from time to time in favour of the Lender and any such assignee such documents and assurances as may be reasonably required by the Lender or the assignee in connection with such assignment.

9.14 Tombstone Marketing

For the purpose of “tombstone marketing”, each Credit Party hereby authorizes and consents to the reproduction, disclosure and use by the Lender of its name, identifying logo and the NRT Facilities to enable the Lender to publish promotional “tombstones”, provided that such information shall exclude any reference to the size of the NRT Facilities (unless the Borrower provides its written consent). Each Credit Party acknowledges and agrees that the Lender shall be entitled to determine, in its discretion, whether to use such information; that no compensation will be payable by the Lender in connection therewith; and that the Lender shall have no liability whatsoever to any Credit Party or any of its employees, officers, directors, affiliates or shareholders in obtaining and using such information as contemplated in this section 9.14. The Lender agrees to consult with the Borrower prior to the publication of any such promotional “tombstones”.

9.15 Discussion Papers Superseded; Entire Agreement

This Agreement and any other documents or instruments contemplated herein or therein shall constitute the entire agreement and understanding between the Credit Parties and the Lender relating to the subject-matter hereof. For greater certainty and without limiting the generality of the foregoing, this Agreement supersedes all discussion papers previously issued by the Lender relating to the proposed establishment of the NRT Facilities, which have no force or effect.

9.16 Conflicts; Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any other Loan Document, the provisions of this Agreement shall prevail and be paramount. If any covenant, representation, warranty or event of default contained in any other Loan Document is in conflict with or is inconsistent with a provision of this Agreement relating to the same specific matter, such covenant, representation, warranty or event of default shall be deemed to be amended to the extent necessary to ensure that it is not in conflict with or inconsistent with the provision of this Agreement relating to the same specific matter.

9.17 Confidentiality

The Lender agrees that all documentation and other information made available by a Credit Party to it under or in connection with this Agreement shall (except to the extent such documentation or other information is publicly available or hereafter becomes publicly available other than by action of the Lender, or was theretofore known or hereinafter becomes known to the Lender independently of any disclosure by the Credit Parties) be held in confidence by the Lender and used solely in the evaluation, administration and enforcement of the Advances and all matters related to this Agreement and the Security and the transactions contemplated hereby and thereby, and in the prosecution of defence of legal proceedings arising in connection herewith and therewith. Notwithstanding the foregoing, nothing contained herein shall be construed to prevent the Lender from:

- (a) making disclosure of any information (i) if required to do so by applicable law or regulation, (ii) to any Governmental Authority having authority to regulate or oversee any aspect of the business of the Lender or the Credit Parties in connection with the exercise of such authority or claimed authority and that compels or requires the Lender to disclose such information, (iii) pursuant to any subpoena or if otherwise compelled in connection with any litigation or

administrative proceeding, (iv) to any prospective participant or assignee of all or any portion of the Lender's rights and obligations hereunder provided that such prospective assignee executes and delivers to the Credit Parties a confidentiality agreement in form and substance acceptable to the Borrower, acting reasonably, (v) to the extent that the Lender or its counsel deems necessary or appropriate, acting reasonably, to effect or preserve its Security or to enforce any remedy provided in this Agreement or the Security or otherwise available by law;

- (b) making disclosure of any information regarding the Credit Parties to affiliates of the Lender; or
- (c) making such disclosures as the Lender reasonably deems necessary or appropriate to its legal counsel, accountants or other advisers, agents or representatives (including outside auditors).

9.18 Governing Law

This Agreement shall be interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein. Without prejudice to the right of the Lender to commence any proceedings with respect to this Agreement in any other proper jurisdiction, the parties hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Nova Scotia.

9.19 Waiver of Jury Trial

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH IT IS A PARTY AND FOR ANY COUNTERCLAIM THEREIN.

9.20 Execution by Fax and Counterparts

This Agreement may be executed in one or more counterparts, and by means of facsimile or other electronic form, including PDF, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same Agreement. Each Loan Document may be executed by way of electronic signature (including through an information system such as DocuSign or OneSpan or by any other electronic means) and any such execution of a Loan Document shall be of the same legal effect, validity or enforceability as a manually executed signature. The words "execution", "signed", "signature", shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act* (Nova Scotia) and other similar federal or provincial laws based on the *Uniform Electronic Commerce Act* of the Uniform Law Conference of Canada or its *Uniform Electronic Evidence Act*, as the case may be.

9.21 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns; "successors" includes any corporation resulting from the amalgamation of any party with any other corporation.

9.22 Survival




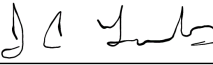

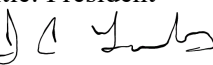
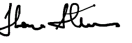

The provisions of ARTICLE VI, ARTICLE VIII, all indemnities under this Agreement and all other provisions of this Agreement which are necessary to give effect to the foregoing shall survive the permanent repayment in full of the NRT Facilities, the termination of all of the commitments of the Lender in connection therewith and/or any assignment of this Agreement pursuant to and in accordance with Section 9.13, in each case, until the Secured Obligations Termination Date.



9.23 Joint and Several Obligations

Unless expressly indicated in this Agreement to the contrary, the representations, warranties and agreements of, and all obligations and covenants to be performed and observed by, the Credit Parties under this Agreement will be the joint and several representations, warranties, agreements, obligations and covenants of each of the Credit Parties. Any request or authorization given to the Lender by any of the Credit Parties will be deemed to be a request or authorization on behalf of each of the Credit Parties.

[The balance of this page is intentionally blank. Signature page follows]

IN WITNESS WHEREOF this Agreement has been executed, sealed and delivered by the parties hereto.

	<p>TCAS HOLDINGS LIMITED, as Borrower</p> <p>by: <u></u></p> <p>name: Thane Stevens title: Director</p> <p>by: <u></u></p> <p>name: James Lawley title: Secretary</p>
	<p>SUSTAINABLE FISH FARMING (CANADA) LIMITED, as Guarantor</p> <p>by: <u></u></p> <p>name: Thane Stevens title: Director</p> <p>by: <u></u></p> <p>name: James Lawley title: Director</p>
	<p>TCAS IP INC., as Guarantor</p> <p>by: <u></u></p> <p>name: Thane Stevens title: President</p> <p>by: <u></u></p> <p>name: James Lawley title: Secretary</p>
	<p>SUSTAINABLE BLUE INC., as Guarantor</p> <p>by: <u></u></p> <p>name: Thane Stevens title: Director</p> <p>by: <u></u></p> <p>name: Kirk Havercroft title: Chief Executive Officer & Secretary</p>

	<p>THE BANK OF NOVA SCOTIA, as Lender</p> <p>by: </p> <p>name: Ryan Moors title: Director, Credit Solutions</p> <p>by: </p> <p>name: Ryan MacInnis title: Associate Director</p>
--	---

E x h i b i t “ A ”
F o r m o f D r a w d o w n R e q u e s t

TO: **THE BANK OF NOVA SCOTIA**, as Lender

The Bank of Nova Scotia
Business Service Centre
4715 Tahoe Boulevard, 2nd Floor,
Mississauga, Ontario L4W 0B4
Fax: 1-877-909-7038
Email: BSC@Scotiabank.com

With a copy to:

The Bank of Nova Scotia
Atlantic Commercial Banking
1709 Hollis Street, 3rd Floor,
Halifax, Nova Scotia B3J 2M1
Att: Director, Credit Solutions
Fax: 902-425-8100
Email: ryan.moors@scotiabank.com

FROM: **TCAS HOLDINGS LIMITED** (the “**Borrower**”)

RE: Third amended and restated credit agreement made as of June 27, 2023 between TCAS Holdings Limited, as borrower, TCAS IP Inc., Sustainable Blue Inc. and Sustainable Fish Farming (Canada) Limited, as guarantors, and The Bank of Nova Scotia, as Lender, as amended to the date hereof (as amended, the “**Credit Agreement**”).

This Drawdown Request is delivered to you pursuant to the provisions of the Credit Agreement. All defined terms set forth in this Drawdown Request shall have the respective meanings set forth in the Credit Agreement.

1. The Borrower hereby requests the following Loan and/or Bankers’ Acceptances (the “**Borrowing**”):

- (a) Credit Facility: _____
- (b) Drawdown Date: _____
- (c) Amount of Borrowing: _____
- (d) Type of Borrowing (only Prime Rate Loan or Bankers’ Acceptances): _____

2. The Borrower hereby certifies that, as at the date hereof:

- (a) immediately after the Advance of such Borrowing: (x) the aggregate amount of the Outstanding Advances under [NRT 1 Facility / NRT 2 Facility] will be \$ _____;

- (b) the proceeds of the Borrowing shall be used solely for the purpose(s) permitted under the Credit Agreement;
- (c) the Credit Parties have complied with all of their obligations pursuant to the Credit Agreement;
- (d) the Credit Parties are in compliance with all of their requirements under all applicable Laws and acts including, but not limited to, the Lien Act;
- (e) there has not been any material default under any Material Agreement or under or in respect of any Material Permit, certificate, insurance policy or any other similar approval, agreement, document or instrument with respect to the Project;
- (f) all information provided to the Lender in connection with this request for a Borrowing is true, accurate and complete so as not to be misleading for the purposes intended;
- (g) no Default shall have occurred, nor shall the making of the Advance result in the occurrence of any Default;
- (h) the representations and warranties in section 4.01 shall be true and correct in all material respects as if made on the date of such Advance (unless expressly stated in section 4.01 to apply only as at a specific earlier date);
- (i) since the date of the most recent Interim Financial Statements of the Credit Parties delivered to the Lender, no Material Adverse Change shall have occurred;
- (j) no Credit Party shall have received notice of the existence of any claim for lien made under the Lien Act in respect of the Project;
- (k) except as has been previously disclosed in writing to the Lender and approved in writing by the Lender, there have been no changes to the Construction Schedule, Project Budget or the Plans and Specifications in respect of the Project; and
- (l) all of the conditions precedent to the Loan(s) requested hereby that have not been properly waived in writing by or on behalf of the Lenders have been satisfied.

Dated this _____ day of _____, 20__.

TCAS HOLDINGS LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

E x h i b i t “ B ”
F o r m o f R o l l o v e r N o t i c e

TO: **THE BANK OF NOVA SCOTIA**, as Lender

The Bank of Nova Scotia
Business Service Centre
4715 Tahoe Boulevard, 2nd Floor,
Mississauga, Ontario L4W 0B4
Fax: 1-877-909-7038
Email: BSC@Scotiabank.com

With a copy to:

The Bank of Nova Scotia
Atlantic Commercial Banking
1709 Hollis Street, 3rd Floor,
Halifax, Nova Scotia B3J 2M1
Att: Director, Credit Solutions
Fax: 902-425-8100
Email: ryan.moors@scotiabank.com

FROM: **TCAS HOLDINGS LIMITED** (the “**Borrower**”)

RE: Third amended and restated credit agreement made as of June 27, 2023 between TCAS Holdings Limited, as borrower, TCAS IP Inc., Sustainable Blue Inc. and Sustainable Fish Farming (Canada) Limited, as guarantors, and The Bank of Nova Scotia, as Lender, as amended to the date hereof (as amended, the “**Credit Agreement**”).

This Rollover Notice is delivered to you pursuant to the provisions of the Credit Agreement. All defined terms set forth in this Rollover Notice shall have the respective meanings set forth in the Credit Agreement.

1.1 The Borrower hereby requests a Rollover of a _____ into a _____ as follows:

- (a) Credit Facility: _____
 - (b) Rollover Date: _____
 - (c) Rollover amount : _____
 - (d) Type of existing Loan: _____
 - (e) Period requested for Bankers’ Acceptance: _____
 - (f) Special Instructions: _____
- _____

1.2 The Borrower hereby certifies that as at the date hereof:

- (a) the representations and warranties in the Credit Agreement are true and correct in all material respects as if made on the date hereof;
- (b) no Material Adverse Change has occurred and is continuing, nor shall the making of the Rollover result in the occurrence of a Material Adverse Change; and
- (c) the Credit Parties have complied with all of their obligations pursuant to the Credit Agreement.

Dated this _____ day of _____, _____.

TCAS HOLDINGS LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

E x h i b i t “ C ”
F o r m o f C o n v e r s i o n N o t i c e

TO: **THE BANK OF NOVA SCOTIA**, as Lender

The Bank of Nova Scotia
Business Service Centre
4715 Tahoe Boulevard, 2nd Floor,
Mississauga, Ontario L4W 0B4
Fax: 1-877-909-7038
Email: BSC@Scotiabank.com

With a copy to:

The Bank of Nova Scotia
Atlantic Commercial Banking
1709 Hollis Street, 3rd Floor,
Halifax, Nova Scotia B3J 2M1
Att: Director, Credit Solutions
Fax: 902-425-8100
Email: ryan.moors@scotiabank.com

FROM: **TCAS HOLDINGS LIMITED** (the “**Borrower**”)

RE: Third amended and restated credit agreement made as of June 27, 2023 between TCAS Holdings Limited, as borrower, TCAS IP Inc., Sustainable Blue Inc. and Sustainable Fish Farming (Canada) Limited, as guarantors, and The Bank of Nova Scotia, as Lender, as amended to the date hereof (as amended, the “**Credit Agreement**”).

This Conversion Notice is delivered to you pursuant to the provisions of the Credit Agreement. All defined terms set forth in this Conversion Notice shall have the respective meanings set forth in the Credit Agreement.

Pursuant to the terms of the Credit Agreement, the Borrower requests a Conversion in the amount of \$ _____ under [NRT 1 Facility / NRT 2 Facility] on _____, _____. Such Conversion will be in the form of a [Prime Rate Loan / Bankers’ Acceptances] [with a term of _____, maturing on _____, _____.]

The Borrower hereby represents and warrants that no Default has occurred and is continuing or would arise as a result of the foregoing Conversion.

The Borrower hereby certifies that as at the date hereof:

- (a) the representations and warranties in the Credit Agreement are true and correct in all material respects as if made on the date hereof;
- (b) no Material Adverse Change has occurred and is continuing, nor shall the making of the Rollover result in the occurrence of a Material Adverse Change; and

(c) the Credit Parties have complied with all of their obligations pursuant to the Credit Agreement.

Dated this _____ day of _____, _____.

TCAS HOLDINGS LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

E x h i b i t “ D ”
F o r m o f R e p a y m e n t N o t i c e

TO: **THE BANK OF NOVA SCOTIA**, as Lender

The Bank of Nova Scotia
Business Service Centre
4715 Tahoe Boulevard, 2nd Floor,
Mississauga, Ontario L4W 0B4
Fax: 1-877-909-7038
Email: BSC@Scotiabank.com

With a copy to:

The Bank of Nova Scotia
Atlantic Commercial Banking
1709 Hollis Street, 3rd Floor,
Halifax, Nova Scotia B3J 2M1
Att: Director, Credit Solutions
Fax: 902-425-8100
Email: ryan.moors@scotiabank.com

FROM: **TCAS HOLDINGS LIMITED** (the “**Borrower**”)

DATE: <@>

1. This Repayment Notice is delivered to you, as Lender, pursuant the third amended and restated credit agreement made as of June 27, 2023 between TCAS Holdings Limited, as borrower, TCAS IP Inc., Sustainable Blue Inc. and Sustainable Fish Farming (Canada) Limited, as guarantors, and The Bank of Nova Scotia, as Lender, as amended to the date hereof (as amended, the “**Credit Agreement**”). All terms used in this Repayment Notice that are defined in the Credit Agreement have the same meanings herein.
2. The Borrower hereby gives you notice that it intends to repay \$[●] under [**NRT 1 Facility / NRT 2 Facility**] on [●].
3. The amount of such Repayment will, subject to the provisions of the Credit Agreement, be used to repay Loans of the following type:

Borrowing Type	Principal Amount
[●]	[●]

[Remainder of this page intentionally left blank.]

TCAS HOLDINGS LIMITED

By: _____
Name:
Title:

By:
Name:
Title:

E x h i b i t “ E ”
F o r m o f C o m p l i a n c e C e r t i f i c a t e

TO: **THE BANK OF NOVA SCOTIA**, as Lender

The Bank of Nova Scotia
Business Service Centre
4715 Tahoe Boulevard, 2nd Floor,
Mississauga, Ontario L4W 0B4
Fax: 1-877-909-7038
Email: BSC@Scotiabank.com

With a copy to:

The Bank of Nova Scotia
Atlantic Commercial Banking
1709 Hollis Street, 3rd Floor,
Halifax, Nova Scotia B3J 2M1
Att: Director, Credit Solutions
Fax: 902-425-8100
Email: ryan.moors@scotiabank.com

FROM: **TCAS HOLDINGS LIMITED** (the “Borrower”)

DATE: <@>

RE: Third amended and restated credit agreement made as of June 27, 2023 between TCAS Holdings Limited, as borrower, TCAS IP Inc., Sustainable Blue Inc. and Sustainable Fish Farming (Canada) Limited, as guarantors, and The Bank of Nova Scotia, as Lender, as amended to the date hereof (as amended, the “Credit Agreement”).

I, _____, a senior officer of the Borrower, in such capacity and not personally, hereby certify that:

1. I am the duly appointed _____ of the Borrower, and as such I am providing this certificate for and on behalf of the Borrower pursuant to the Credit Agreement.
2. I am familiar with and have examined the provisions of the Credit Agreement including, without limitation, those of ARTICLE IV, ARTICLE V and ARTICLE VIII therein.
3. For the Fiscal Quarter ending _____, _____, EBITDA of SFFC for such period is \$_____.
4. Attached hereto are detailed calculations of the foregoing amounts.
5. To the best of my knowledge, information and belief and after due inquiry, no Default has occurred and is continuing as at the date hereof.
6. The representations and warranties set forth in ARTICLE IV of the Credit Agreement other than those expressly stated to be made as of a specific date, are true and correct on and as of the date

hereof with the same effect as if such representations and warranties had been made on and as of the date hereof.

7. Unless the context otherwise requires, capitalized terms in the Credit Agreement which appear herein without definitions shall have the meanings ascribed thereto in the Credit Agreement.

DATED this ____ day of _____, _____.

TCAS HOLDINGS LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

E x h i b i t “ F ”
P r o j e c t L a n d s

259 Red Bank Road, Centre Burlington, Nova Scotia, bearing PIDs 45360153 and 45413416

PID 45360153

All that certain lot, piece or parcel of land situate, lying and being on the southeastern side of Red Bank Road in Centre Burlington, Hants County, Nova Scotia, said lot being shown as Lot 2 on a plan entitled Plan of Subdivision of Lands Conveyed to Keith Dunham Lewis and Barbara Elizabeth Lewis to Form Lots 1 and 2 prepared by Whyte, McElmon & Associates Limited and signed by David J. Whyte, NSLS, dated April 12, 2005, said lot being more particularly described as follows:

Beginning on the southeastern boundary of Red Bank Road at a line fence on the western boundary of a woods road running to land conveyed to Darren Robert Card;

Thence southerly along said line fence on the western boundary of said woods road, Two Thousand Four Hundred Seventy feet more or less to the northern boundary of land conveyed to Darren Robert Card;

Thence westerly along said boundary One Thousand Ten feet more or less to a northeastern corner of said Card lands;

Thence northerly along an eastern boundary of land conveyed to Darren Robert Card, Three Hundred Sixty feet more or less to a northeastern corner thereof;

Thence northwesterly along a northeastern boundary of land conveyed to Darren Robert Card, One Hundred Seventy feet more or less to an angle in said boundary;

Thence northwesterly along a northeastern boundary of land conveyed to Darren Robert Card, Two Hundred Eighty feet more or less to an angle in said boundary;

Thence northwesterly along a northeastern boundary of land conveyed to Darren Robert Card, Eighty feet more or less to an angle in said boundary;

Thence northwesterly along a northeastern boundary of land conveyed to Darren Robert Card, One Hundred feet more or less to an eastern corner thereof;

Thence northeasterly along a southeastern boundary of land conveyed to Darren Robert Card, One Hundred Sixty feet more or less to an angle in said boundary;

Thence northeasterly along a southeastern boundary of land conveyed to Darren Robert Card and continuing along a southeastern boundary of land conveyed to Joshua Oulton, Three Hundred Thirty feet more or less to an angle in said boundary;

Thence northeasterly along a southeastern boundary of lands conveyed to Joshua Oulton, Four Hundred Twenty feet more or less to a southern corner of Lot 1;

Thence northeasterly along a southeastern boundary of Lot 1, One Thousand Two Hundred Fifty feet more or less to the southeastern boundary of Red Bank Road;

Thence northeasterly along the southeastern boundary of Red Bank Road, Three Hundred Twenty feet to the point of beginning.

Containing an area of 54 acres more or less.

Being a portion of lands conveyed to Keith Dunham Lewis and Barbara Elizabeth Lewis by Deed registered at Book 958 Page 700 in the Registry Office for Hants County.

All directions in the foregoing description being based on the Nova Scotia Coordinate System, Zone 5, central meridian Longitude 64 degrees 30 minutes West.

Together with an Easement/Right of Way over PID 45360146 as contained in a Grant of Easement registered at the Hants Land Registration Office on July 27, 2008 as Document No. 90995045. Said Easement/Right of Way being described as: All that certain easement (being 10 metres (32.8 feet) wide) situate, lying and being off the southeastern side of Red Bank Road in Centre Burlington, Hants County, Nova Scotia, said easement being shown as Proposed 10m (32.8 feet) Wide Pipeline Easement and Existing 10 metre (32.8 feet) Wide Pipeline Easement on a plan entitled Compiled Plan Showing Lot 2, Land of Sustainable Fish Farming (Canada) Limited prepared by Whyte, McElmon & Associates Limited and signed by David J. Whyte, NSLS, dated June 20, 2008; said easement to extend from Lot 2 over, across, upon and under the Proposed 10 metre (32.8 feet) Wide Pipeline Easement to the Existing 10 metre (32.8 feet) wide Pipeline Easement and from there adjacent to and parallel to the Red Bank Road to the mean high water mark of the Avon River, all as shown on the aforesaid plan.

Together with an Easement/Right of Way over Lot SF-1 (PID 45377694) as conveyed in a Grant of Easement dated March 6, 2009 and registered at the Hants County Land Registration Office on March 13, 2009 as Document No. 92953661.

Subject to a no-build easement extending 50 metres southward from Red Bank Road. Said easement is contained in Deed dated August 12, 2005 and registered at the Hants Land Registration Office on October 12, 2005 as Document No. 83234618 (amended by a Correction of Authorized Lawyer's Error on CLE which was registered at the Hants Land Registration Office on June 19, 2008 as Document No.90929440).

Subject to an Easement in favour of Nova Scotia Power Inc. as conveyed in an Easement registered at the Hants Land Registration Office on November 19, 2007 as Document No. 89326855.

Subject to an Easment/Right of Way in favour of Lot SF-1 (PID 45377694) as conveyed in a Grant of Easement dated March 6, 2009 and registered at the Hants County Land Registration Office on March 13, 2009 as Document No. 92953661.

SAVING and EXCEPTING Lot SF-1 as shown on registered Plan No. 92318071 at the Land Registration Office for Hants County.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants as plan or document number 92318071.

The MGA compliance statement has been applied by SNSMR during the processing of the abovementioned plan 92318071.

PID 45413416

Registration County: HANTS COUNTY

Street/Place Name: IVEY LANE /WENTWORTH CREEK

Title of Plan: PLAN OF S/D OF LOT 45A LANDS OF NU-AIR VENTILATION SYSTEMS INC TO
CREATE LOT 45A1 & LOT 45A2 NELSON ST IVEY LANE & SANFORD DR WENTWORTH CREEK

Designation of Parcel on Plan: LOT 45A2

Registration Number of Plan: 116994675

Registration Date of Plan: 2020-09-14 11:19:33

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

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered
under the Land Registration Act

Registration District: HANTS COUNTY

Registration Year: 2020

Plan or Document Number: 116994675

This is Exhibit "8" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024

A handwritten signature in blue ink, appearing to read "David Wedlake", is positioned above a horizontal line.

David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

DEBENTURE

THIS DEBENTURE made the 5th day of March, 2021.

B E T W E E N :

THE BANK OF NOVA SCOTIA, a Canadian chartered bank

(herein called the "**Lender**")

- and -

SUSTAINABLE FISH FARMING (CANADA) LIMITED, a body corporate formed under the laws of the Province of Nova Scotia

(herein called the "**Debtor**")

RECITES that the Debtor is a Credit Party under the Credit Agreement;

AND WITNESSES that for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Debtor, the Debtor agrees with the Lender as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms. All capitalized terms which are used herein and are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement. Otherwise, in this agreement, unless there is something in the context or subject matter inconsistent therewith:

"Borrower" means TCAS Holdings Limited, a company incorporated under the *Companies Act* (Nova Scotia);

"Collateral" means the Property, the Leases and the Other Leases;

"Credit Agreement" means the credit agreement dated the date hereof between the Borrower, as borrower, TCAS IP Inc. and the Debtor, as guarantors, and the Lender, as the same may be amended, modified, supplemented or replaced from time to time;

"Leases" means the leases described in Schedule "B" hereto and all present and future amendments, renewals, extensions, restatements and replacements thereof;

"Other Leases" means any and all present and future leases and agreements to lease the whole or any portion of the Property and any and all present or future licences whereby the Debtor (or any authorized representative of the Debtor) gives any other Person the right to use or occupy all or any part of the Property, and all present and future amendments, renewals, extensions, restatements and replacements thereof;

"Proceeds" means all property in any form derived directly or indirectly from any dealing with any of the Collateral or the proceeds therefrom, including without limitation property that indemnifies or compensates for the expropriation, destruction or damage of the Property;

"Property" means all the real property described in Schedule "A" hereto together with all buildings, erections, improvements and fixtures now or hereafter situate thereon, all appurtenances relating thereto and all the Debtor's present and future interests and rights therein;

"Security Interest" means the grants, mortgages, assignments, transfers, pledges and security interests created in favour of the Lender hereunder.

1.2 Other Usages. References to "this agreement", "hereof", "herein", "hereto" and like references refer to this Debenture and the Schedules hereto and not to any particular Article, Section or other subdivision of this agreement. A reference in this agreement to another agreement refers to that other agreement as it may be amended, modified, supplemented, restated or replaced from time to time. A reference in this agreement to a statute refers to that statute as it may be amended and to any restated or successor legislation of comparable effect.

1.3 Number and Gender. Where the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

1.4 Headings. The insertion of headings in this agreement is for convenience of reference only and shall not affect the construction or interpretation of this agreement.

1.5 Currency. Unless otherwise specified herein, all statements of or references to dollar amounts in this agreement shall mean lawful money of Canada.

1.6 Applicable Law and Attornment Clause. This agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein. The parties hereby attorn to the courts of the Province of Nova Scotia and agree that those courts shall have non-exclusive jurisdiction to determine all disputes relating to this agreement.

1.7 Prohibited Provisions. In the event that any provision or any part of any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by a court, this agreement shall be construed as not containing such provision or such part of such provision and the invalidity of such provision or such part shall not affect the validity of any other provision or the remainder of such provision hereof, and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

1.8 Time of the Essence. Time shall in all respects be of the essence of this agreement, and no extension or variation of this agreement or any obligation hereunder shall operate as a waiver of this provision.

1.9 Schedules. Each and every one of the schedules which is referred to in this agreement and attached to this agreement shall form a part of this agreement.

ARTICLE 2
PROMISE TO PAY AND GRANT OF SECURITY INTERESTS

2.1 Promise to Pay. For value received, the Debtor hereby acknowledges itself indebted to and agrees to pay to the Lender or perform, as the case may be, its Obligations in accordance with and subject to the terms of the Credit Agreement.

2.2 Grant of Security Interest. As general, continuing and collateral security for the payment and performance of all Obligations of the Debtor, the Debtor hereby grants to the Lender a mortgage, charge, assignment, transfer and security interest in the following:

- (a) by way of a fixed and specific mortgage and charge, the Property;
- (b) by way of a specific assignment and transfer, but subject to the exceptions hereinafter contained, all of the Debtor's estate, right, title, interest and benefit in the Leases, together with all rents and other monies due or accruing due or at any time hereafter to become due under the Leases, all proceeds of insurance payable to the Debtor pursuant to the terms of the Leases, all awards and payments on account of any taking or expropriation payable or assigned to the Debtor pursuant to the terms of the Leases, all rights, benefits and advantages derived from the Leases and the full benefit of all powers, covenants and provisions contained in the Leases, with full power and authority to enforce the performance by the tenant or tenants or any other party (including without limitation any guarantor) to any of the Leases;
- (c) by way of assignment and transfer, but subject to the exceptions hereinafter contained, all the Debtor's present and future estate, right, title, interest and benefit in the Other Leases, together with all rents and other monies, rights, interests and benefits due or accruing due or at any time hereafter to become due under the Other Leases, all proceeds of insurance payable to the Debtor pursuant to the terms of the Other Leases, all awards and payments on account of any taking or expropriation payable or assigned to the Debtor pursuant to the terms of the Other Leases, all rights, benefits and advantages derived from the Other Leases and the full benefit of all powers, covenants and provisions contained in the Other Leases, with full power and authority to enforce the performance by the tenant or tenants or any other party (including without limitation any guarantor) to any of the Other Leases;
- (d) all other present and future rights, privileges, licences and interest of the Debtor in or relating to the Collateral; and
- (e) all Proceeds.

2.3 Exception re: Leaseholds and Contractual Rights. The last day of the term of any Lease or Other Lease, sublease or agreement therefor is specifically excepted from the Security Interest created by this agreement, but the Debtor agrees to stand possessed of such last day in trust for such person as the Lender may direct and the Debtor shall assign and dispose thereof in accordance with such direction.

ARTICLE 3 WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Warranties and Covenants. The Debtor hereby represents, warrants, covenants and agrees with the Lender as follows:

- (a) The Debtor will comply with, perform, fulfil and satisfy the covenants contained in Sections 5.01, 5.02, 5.03 and 5.04 of the Credit Agreement to the extent that such covenants relate to the Debtor or to its assets or business.
- (b) Each of the representations and warranties of the Debtor contained in Section 4.01 of the Credit Agreement are true and correct each time they are made or are deemed to be made, to the extent that such representations and warranties relate to the Debtor or to its assets or business.
- (c) The Debtor shall pay all costs and expenses of the Lender, its agents, officers and employees (including, without limitation, legal fees and disbursements on a solicitor and client basis) incurred with respect to:
 - (i) the preparation, perfection, execution and registration of this agreement;
 - (ii) the exercising of any or all of the rights, remedies and powers of the Lender under this agreement; and
 - (iii) recovering or repossessing the Collateral and any other proceedings taken for the purpose of enforcing the remedies provided herein, including, without limitation, the appointment of a receiver, manager or receiver and manager, whether by order of the court or by private appointment.
- (d) The Debtor shall indemnify the Lender for all costs and expenses as set out in Sections 3.1 and 3.2 and agrees that all such costs and expenses shall be payable by the Debtor to the Lender on demand and shall bear interest at the highest rate then applicable to the NRT Facility, which interest shall be calculated and compounded monthly and payable on demand.

3.2 Performance of Covenants by the Lender. The Lender may, in its sole discretion and upon notice to the Debtor, perform any covenant of the Debtor under this agreement that the Debtor fails to perform and that the Lender is capable of performing, including any covenant, the performance of which requires the payment of money, provided that the Lender will not be obligated to perform any such covenant on behalf of the Debtor and no such performance by the Lender will require the Lender further to perform the Debtor's covenants nor operate as a derogation of the rights and remedies of the Lender under this agreement.

ARTICLE 4 RESTRICTIONS ON SALE OR DISPOSAL OF COLLATERAL

4.1 General Restrictions. Except as herein provided or as provided in the Credit Agreement, the Debtor shall not, without the prior written consent of the Lender:

- (a) sell, lease or otherwise dispose of the Collateral or any part thereof; or

- (b) release, surrender or abandon possession of or impair the Collateral or any part thereof.

4.2 Permitted Sales. The Debtor may, at any time, without the consent of the Lender:

- (a) subject to subsection 5.02(g) of the Credit Agreement, lease, sublease, license and or otherwise deal with the Property in the ordinary course of its business, but all rights of the Debtor as lessor, sublessor or licensor shall be subject to the Security Interest;
- (b) continue to collect, at its own expense, all amounts due or to become due to the Debtor under the Leases and the Other Leases, and in connection with such collections take (and, at the Lender's direction, shall take) such action as the Debtor or the Lender may deem necessary or advisable to enforce collection of such amounts; provided, however, that the Lender shall have the right at any time on the occurrence of an Acceleration Event to notify the tenants or obligors under any leases of the assignment thereof to the Lender and to direct such tenants or obligors to make payment of all amounts due or to become due to the Debtor thereunder directly to the Lender and to give valid and binding receipts and discharges therefor and in respect thereof and, upon such notification and at the expense of the Debtor, to enforce collection of any such amounts, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as the Debtor might have done.

On an Acceleration Event:

- (a) all rent, money or other form of payment received by the Debtor in respect of the Property shall be received in trust for the benefit of the Lender hereunder, shall be segregated from other funds of the Debtor and shall be forthwith paid over to the Lender, and
- (b) the Debtor shall not adjust, settle or compromise the amount or payment of any rent, money or other form of payment received or receivable by the Debtor in respect of the Property or release wholly or partly any interest in the Property or any tenant or obligor thereof, or allow any credit or discount thereon.

4.3 Release by the Lender. In addition to the provisions of Section 6.05 of the Credit Agreement, the Lender may, at its discretion, at any time release from the Security Interest any part or parts of the Collateral or any other security or any surety for the Obligations of the Debtor either with or without sufficient consideration therefor without thereby releasing any other part of the Collateral or any Person from this agreement.

4.4 Proceeds Held in Trust. All Proceeds that are monies collected or received by the Debtor will be received by the Debtor in trust for the Lender and will be forthwith paid to the Lender. The Lender shall not exercise its rights under this Section, and the Debtor's trust obligations under this Section need not be complied with, unless such Proceeds arise from a disposition of Collateral which is not permitted hereunder or under the Credit Agreement or unless such Proceeds arise or are in the possession of the Debtor on the occurrence of an Acceleration Event.

ARTICLE 5 ENFORCEMENT

5.1 Lender Entitled to Enforce Security. The Lender shall be entitled to enforce the security hereby constituted, without notice of any kind, which notice is expressly waived by the Debtor, on the occurrence of an Acceleration Event.

5.2 Remedies. At any time on or after an Acceleration Event has occurred, the Lender shall have the following rights, powers and remedies:

- (a) to appoint any person to be an agent or any person to be a receiver, manager or receiver and manager (herein called the "**Receiver**") of all or any part of the Collateral of the Debtor and to remove any Receiver so appointed and to appoint another if the Lender so desires; it being agreed that any Receiver appointed pursuant to the provisions of this agreement shall have all of the powers of the Lender hereunder, and in addition, shall have the power to carry on the business of the Debtor;
- (b) to make payments to parties having prior charges or encumbrances on properties on which the Lender may hold charges or encumbrances;
- (c) to enter the Property;
- (d) to take possession of all or any part of the Collateral with power to exclude the Debtor, its agents and its servants therefrom;
- (e) to preserve, renovate, reconfigure, repair, protect and maintain the Collateral and to lease to existing or new tenants and to renew, extend, amend or replace any of the Leases or Other Leases as the Lender shall deem advisable;
- (f) to enjoy and exercise all powers necessary or incidental to the performance of all functions provided for in this agreement including, without limitation, the power to purchase on credit, the power to borrow in the Debtor's name or in the name of the Receiver and to advance its own money to the Debtor at such rates of interest as it may deem reasonable, provided that the Receiver shall borrow money only with the prior consent of the Lender, and to grant security interests in the Collateral in priority to the security interest created by this agreement, as security for the money so borrowed;
- (g) to sell, assign, lease, re-lease or dispose of all or any part of the Collateral whether by public or private sale or lease or otherwise and on any terms so long as every aspect of the disposition is commercially reasonable, including, without limitation, terms that provide time for payment of credit; provided that:
 - (i) the Lender or the Receiver will not be required to sell, lease or dispose of the Collateral, but may peaceably and quietly take, hold, use, occupy, possess and enjoy the Collateral without molestation, eviction, hindrance or interruption by the Debtor or any other person or persons whomsoever for such period of time as is commercially reasonable;

- (ii) the Lender or the Receiver may convey, transfer and assign to a purchaser or purchasers the title to any of the Collateral so sold; and
- (iii) subject to Section 5.8, the Debtor will be entitled to be credited with the actual proceeds of any such sale, lease or other disposition only when such proceeds are received by the Lender or the Receiver in cash or such other form of compensation as may be acceptable to the Lender, in its sole discretion;
- (h) to enjoy and exercise all of the rights and remedies of a secured party under any applicable Law;
- (i) to dispose of all or any part of the Collateral in the condition in which it was on the date possession of it was taken, or after any commercially reasonable repair, processing or preparation for disposition;
- (j) to commence, continue or defend proceedings in any court of competent jurisdiction in the name of the Lender, the Receiver or the Debtor for the purpose of exercising any of the rights, powers and remedies set out in this Section, including the institution of proceedings for the appointment of a receiver, manager or receiver and manager of the Collateral; and
- (k) at the sole option of the Lender, provided any required notice is given in the manner required, to elect to retain all or any part of the Collateral in satisfaction of the Obligations of the Debtor.

5.3 License. The Lender is hereby granted a license or other right to use, on the occurrence of an Acceleration Event, without charge, the Debtor's labels, copyrights, signs, rights of use of any name, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in advertising for sale, lease or sublease and selling, leasing or subleasing any of the Collateral, and on the occurrence of an Acceleration Event, the Debtor's rights under all licenses and leases relating to the Property enure to the Lender's benefit.

5.4 Receiver as Agent. The Receiver shall be deemed to be the agent of the Debtor for the purpose of establishing liability for the acts or omissions of the Receiver, and the Lender shall not be liable for such acts or omissions and, without restricting the generality of the foregoing, the Debtor hereby irrevocably authorizes the Lender to give instructions to the Receiver relating to the performance of its duties as set out herein.

5.5 Expenses of Enforcement. The Debtor shall pay to the Receiver the remuneration of the Receiver and all costs and expenses (including, without limitation, legal fees and disbursements on a solicitor and client basis) properly incurred by the Receiver pursuant to its appointment and the exercise of its powers hereunder, and shall pay to the Lender and the Receiver as required all amounts of money (including interest thereon) borrowed or advanced by either of them pursuant to the powers set out herein, and the obligations of the Debtor to the Lender and the Receiver pursuant to this Section shall be payable on demand and shall bear interest at the highest rate then applicable to the NRT Facility, which interest shall be calculated and compounded monthly and payable on demand.

5.6 Indulgences and Releases. Either the Lender or the Receiver may grant extensions of time and other indulgences, amend, extend, renew, replace and terminate the Leases and the Other Leases and take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Lender or the Receiver may see fit without prejudice to the Obligations of the Debtor or the right of the Lender and the Receiver to repossess, hold, collect and realize the Collateral and to maintain an action for any deficiency remaining owing to the Lender.

5.7 No Liability for Failure to Exercise Remedies. The Lender and the Receiver shall not be liable or accountable to the Debtor or to any other person for any failure to exercise any of the rights, powers and remedies set out herein, and shall not be bound to commence, continue or defend proceedings for the purpose of preserving or protecting any rights of the Lender, the Receiver, the Debtor or any other party in respect of the same.

5.8 Proceeds of Disposition. Subject to the claims, if any, of the prior secured creditors of the Debtor, all monies received by the Lender or by the Receiver pursuant hereto shall be applied in accordance with the Credit Agreement.

5.9 Debtor Liable for Deficiency. If the monies received by the Lender or the Receiver hereunder are not sufficient to pay the Obligations of the Debtor, the Debtor shall immediately pay the Lender the amount of such deficiency and, if the Debtor fails to pay such amount, the Lender shall be entitled to take whatever steps it may consider advisable to enter judgment or otherwise enforce its rights against the Debtor for the full amount of such deficiency.

5.10 Restriction on Debtor. Upon the Lender taking possession of the Collateral or the appointment of a Receiver, all the powers, functions, rights and privileges of the Debtor or any officer, director, servant or agent of the Debtor with respect to the Collateral shall, to the extent permitted by law, be suspended unless specifically continued by the written consent of the Lender; however, all other powers, functions, rights and privileges of the Debtor or any officer, director, servant or agent of the Debtor shall be unaffected by such events.

5.11 Rights Cumulative. All rights and remedies of the Lender set out in this agreement shall be cumulative and no right or remedy contained herein is intended to be exclusive but each shall be in addition to every other right or remedy contained herein or in any existing or future security document or now or hereafter existing at law or in equity or by statute. The taking of a judgment or judgments with respect to any of the Obligations of the Debtor or any deficiency remaining owing by the Debtor shall not operate as a merger of any of the covenants contained in this agreement.

5.12 Care by the Lender. The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in the Lender's possession if it takes such action for that purpose as the Debtor requests in writing, but failure of the Lender to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Lender to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Debtor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

5.13 Standards of Sale. Without prejudice to the ability of the Lender to dispose of the Collateral in any manner which is commercially reasonable, the Debtor acknowledges that a

disposition of Collateral by the Lender which takes place substantially in accordance with applicable Law or the following provisions shall be deemed to be commercially reasonable:

- (a) Collateral may be disposed of in whole or in part;
- (b) Collateral may be disposed of by public sale following one advertisement in a newspaper or trade publication having general circulation in the location of such Collateral at least seven days prior to such sale;
- (c) Collateral may be disposed of by private sale after receipt by the Lender of two written offers;
- (d) the purchaser or lessee of such Collateral may be a customer of the Lender;
- (e) the disposition may be for cash or credit, or part cash and part credit; and
- (f) the Lender may establish a reserve bid in respect of all or any portion of the Collateral.

ARTICLE 6 GENERAL

6.1 Waiver. Any breach by the Debtor of any of the provisions contained in this agreement or any default by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder may only be waived by the Lender in writing, provided that no such waiver by the Lender shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

6.2 The Lender as Attorney. The Debtor hereby irrevocably appoints the Lender and any person further designated by the Lender to be the attorney of the Debtor for and in the name of the Debtor to execute and do any deeds, documents, transfers, demands, assignments, assurances, consents and things which the Debtor is obliged to sign, execute or do hereunder and, on the occurrence of an Acceleration Event, to commence, continue and defend any proceedings authorized to be taken hereunder and generally to use the name of the Debtor in the exercise of all or any of the powers hereby conferred on the Lender. The power of attorney hereby granted is coupled with an interest, is irrevocable and shall extend to the successors and assigns of the Debtor. The Debtor agrees to be bound by any representations and actions made or taken in good faith by the Lender pursuant to this power of attorney in accordance with the terms thereof and hereby waives any and all defences which may be available to it to contest, negate or disaffirm the actions of the Lender taken in good faith under this power of attorney.

6.3 Further Assurances. The Debtor shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, deeds, supplements, mortgages, transfers and assurances and take all such further action or cause such further action to be taken as the Lender shall reasonably require for the better assuring, charging, assigning and conferring unto the Lender the Security Interest, or which the Debtor may hereafter become bound to charge in favour of the Lender, for the purpose of accomplishing and effecting the intention of this agreement.

6.4 Continuing Security. The Security Interest constituted hereby shall be deemed to be a continuing security for the Obligations of the Debtor until all of the Obligations of the Debtor from time to time are paid and performed in full and this agreement is terminated.

6.5 No Obligation to Advance. Neither the execution nor delivery of this agreement shall obligate the Lender to advance any moneys to the Borrower.

6.6 Consumer Goods. Notwithstanding any other clause in this agreement, in no event shall goods that are used or acquired for use primarily for personal, family or household purposes form part of the Collateral.

6.7 Notices. Any demand, notice or other communication in connection with this agreement, including without limitation notices of intention to enforce security, shall be in writing and shall be personally delivered to the addressee or sent by telefacsimile, charges prepaid or by electronic transmission at or to the address or telefacsimile number or email address of the party set opposite its name below or to such other address or addresses, telefacsimile number or email address or numbers as any party may from time to time designate to the other parties in such manner. Any demand or notice which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery was made prior to 2:00 p.m. (Halifax time); otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery. Any demand or notice which is transmitted by telefacsimile or electronic transmission shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and such transmission was made prior to 2:00 p.m. (Halifax time); otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of transmission.

In the case of Debtor:

Sustainable Fish Farming (Canada) Limited
20 MacDonald Avenue
Dartmouth, Nova Scotia B3B 1C5

Attention: Thane Stevens
Telefax: 902-755-5136
Email: tls@stevensgroup.ca

With a copy to

Stewart McKelvey
Queen's Marque
600 – 1741 Lower Water Street
Halifax, Nova Scotia B3J 0J2

Attention: Lawrence Stordy, Q.C.
Telefax: 902-420-1417
Email: lstordy@stewartmckelvey.com

In the case of the Lender:

The Bank of Nova Scotia
Atlantic Credit Solutions Group
1709 Hollis Street, 3rd Floor
Halifax, Nova Scotia B3J 2M1

Attention: Ryan Moors
Telefax: 902-425-8100
Email: ryan.moors@scotiabank.com

6.8 Successors and Assigns. This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

6.9 Entire Agreement. This agreement and the agreements referred to herein constitute the entire agreement between the parties hereto and supersede any prior agreements, undertakings, declarations, representations and undertakings, both written and oral, in respect of the subject matter hereof.

6.10 Acknowledgement. The Debtor hereby acknowledges receipt of an executed copy of this agreement.

6.11 Paramountcy. In the event of any conflict or inconsistency between the provisions of this agreement and the Credit Agreement, the provisions of the Credit Agreement shall prevail and be paramount. Notwithstanding anything else contained herein, the rights of each party hereto under this agreement are subject to the provisions of the Credit Agreement.

6.12 Counterparts. This agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this agreement by signing any such counterpart.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the Debtor has executed this agreement on the date set forth above.

EXECUTED in the presence of:

SUSTAINABLE FISH FARMING (CANADA) LIMITED

Witness

By: 

Name: KIRK HAVERCROFT

Title: C.E.O.

CANADA
PROVINCE OF NOVA SCOTIA

AFFIDAVIT OF EXECUTION

I, Kirk Havercroft, of the Halifax Regional Municipality, in the Province of Nova Scotia, make oath and say as follows:

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

SWORN TO by videoconference
From Halifax, Nova Scotia (location of
affiant)

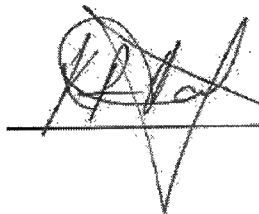
To Halifax, Nova Scotia (location of lawyer
taking oath)

This 1st day of March, 2021



A Barrister / Commissioner of Oaths /
Notary Public

**Tyler James
Stewart McKelvey**
600-1741 Lower Water Street
Halifax, NS B3J 0J2



SCHEDULE "A"
REAL PROPERTY

259 Red Bank Road, Centre Burlington, Nova Scotia, bearing PIDs 45360153 and 45413416

PID 45360153

All that certain lot, piece or parcel of land situate, lying and being on the southeastern side of Red Bank Road in Centre Burlington, Hants County, Nova Scotia, said lot being shown as Lot 2 on a plan entitled Plan of Subdivision of Lands Conveyed to Keith Dunham Lewis and Barbara Elizabeth Lewis to Form Lots 1 and 2 prepared by Whyte, McElmon & Associates Limited and signed by David J. Whyte, NSLS, dated April 12, 2005, said lot being more particularly described as follows:

Beginning on the southeastern boundary of Red Bank Road at a line fence on the western boundary of a woods road running to land conveyed to Darren Robert Card;

Thence southerly along said line fence on the western boundary of said woods road, Two Thousand Four Hundred Seventy feet more or less to the northern boundary of land conveyed to Darren Robert Card;

Thence westerly along said boundary One Thousand Ten feet more or less to a northeastern corner of said Card lands;

Thence northerly along an eastern boundary of land conveyed to Darren Robert Card, Three Hundred Sixty feet more or less to a northeastern corner thereof;

Thence northwesterly along a northeastern boundary of land conveyed to Darren Robert Card, One Hundred Seventy feet more or less to an angle in said boundary;

Thence northwesterly along a northeastern boundary of land conveyed to Darren Robert Card, Two Hundred Eighty feet more or less to an angle in said boundary;

Thence northwesterly along a northeastern boundary of land conveyed to Darren Robert Card, Eighty feet more or less to an angle in said boundary;

Thence northwesterly along a northeastern boundary of land conveyed to Darren Robert Card, One Hundred feet more or less to an eastern corner thereof;

Thence northeasterly along a southeastern boundary of land conveyed to Darren Robert Card, One Hundred Sixty feet more or less to an angle in said boundary;

Thence northeasterly along a southeastern boundary of land conveyed to Darren Robert Card and continuing along a southeastern boundary of land conveyed to Joshua Oulton, Three Hundred Thirty feet more or less to an angle in said boundary;

Thence northeasterly along a southeastern boundary of lands conveyed to Joshua Oulton, Four Hundred Twenty feet more or less to a southern corner of Lot 1;

Thence northeasterly along a southeastern boundary of Lot 1, One Thousand Two Hundred Fifty feet more or less to the southeastern boundary of Red Bank Road;

Thence northeasterly along the southeastern boundary of Red Bank Road, Three Hundred Twenty feet to the point of beginning.

Containing an area of 54 acres more or less.

Being a portion of lands conveyed to Keith Dunham Lewis and Barbara Elizabeth Lewis by Deed registered at Book 958 Page 700 in the Registry Office for Hants County.

All directions in the foregoing description being based on the Nova Scotia Coordinate System, Zone 5, central meridian Longitude 64 degrees 30 minutes West.

Together with an Easement/Right of Way over PID 45360146 as contained in a Grant of Easement registered at the Hants Land Registration Office on July 27, 2008 as Document No. 90995045. Said Easement/Right of Way being described as: All that certain easement (being 10 metres (32.8 feet) wide) situate, lying and being off the southeastern side of Red Bank Road in Centre Burlington, Hants County, Nova Scotia, said easement being shown as Proposed 10m (32.8 feet) Wide Pipeline Easement and Existing 10 metre (32.8 feet) Wide Pipeline Easement on a plan entitled Compiled Plan Showing Lot 2, Land of Sustainable Fish Farming (Canada) Limited prepared by Whyte, McElmon & Associates Limited and signed by David J. Whyte, NSLS, dated June 20, 2008; said easement to extend from Lot 2 over, across, upon and under the Proposed 10 metre (32.8 feet) Wide Pipeline Easement to the Existing 10 metre (32.8 feet) wide Pipeline Easement and from there adjacent to and parallel to the Red Bank Road to the mean high water mark of the Avon River, all as shown on the aforesaid plan.

Together with an Easement/Right of Way over Lot SF-1 (PID 45377694) as conveyed in a Grant of Easement dated March 6, 2009 and registered at the Hants County Land Registration Office on March 13, 2009 as Document No. 92953661.

Subject to a no-build easement extending 50 metres southward from Red Bank Road. Said easement is contained in Deed dated August 12, 2005 and registered at the Hants Land Registration Office on October 12, 2005 as Document No. 83234618 (amended by a Correction of Authorized Lawyer's Error on CLE which was registered at the Hants Land Registration Office on June 19, 2008 as Document No. 90929440).

Subject to an Easement in favour of Nova Scotia Power Inc. as conveyed in an Easement registered at the Hants Land Registration Office on November 19, 2007 as Document No. 89326855.

Subject to an Easement/Right of Way in favour of Lot SF-1 (PID 45377694) as conveyed in a Grant of Easement dated March 6, 2009 and registered at the Hants County Land Registration Office on March 13, 2009 as Document No. 92953661.

SAVING and EXCEPTING Lot SF-1 as shown on registered Plan No. 92318071 at the Land Registration Office for Hants County.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants as plan or document number 92318071.

The MGA compliance statement has been applied by SNSMR during the processing of the abovementioned plan 92318071.

PID 45413416

Registration County: HANTS COUNTY

Street/Place Name: IVEY LANE /WENTWORTH CREEK

Title of Plan: PLAN OF S/D OF LOT 45A LANDS OF NU-AIR VENTILATION SYSTEMS INC TO CREATE LOT 45A1 & LOT 45A2 NELSON ST IVEY LANE & SANFORD DR WENTWORTH CREEK

Designation of Parcel on Plan: LOT 45A2

Registration Number of Plan: 116994675

Registration Date of Plan: 2020-09-14 11:19:33

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

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HANTS COUNTY

Registration Year: 2020

Plan or Document Number: 116994675

SCHEDULE "B"
LEASES

Nil.

This is Exhibit "9" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

GENERAL SECURITY AGREEMENT

1. TCAS HOLDINGS LIMITED

(NAME OF CUSTOMER)

of 20 MacDonald Avenue, Dartmouth, NS B3B 1C5

(the "Customer")

(ADDRESS OF CUSTOMER)

for valuable consideration grants, assigns, transfers, sets over, mortgages and charges to THE BANK OF NOVA SCOTIA, at its Branch located at 4715 TAHOE BOULEVARD, MISSISSAUGA, ON L4W 0B4

(ADDRESS OF BRANCH)

(the "Bank") as and by way of a fixed and specific mortgage and charge, and grants to the Bank, a security interest in the present and after acquired undertaking and property (other than consumer goods) of the Customer including without limitation all the right title, interest and benefit which the Customer now has or may hereafter have in all property of the kinds hereinafter described (the "Collateral"):

- (a) all goods comprising the inventory of the Customer including but not limited to goods held for sale or lease or that have been leased or consigned to or by the Customer or furnished or to be furnished under a contract of service or that are raw materials, work In process or materials used or consumed in a business or profession or finished goods and timber cut or to be cut, oil, gas, hydrocarbons, and minerals extracted or to be extracted, all livestock and the young and unborn young thereof and all crops;
- (b) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property, whether described in Schedule "A" hereto or not;
- (c) all accounts, including deposit accounts in banks, credit unions, trust companies and similar institutions, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Customer, and all claims of any kind which the Customer now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
- (d) all chattel paper;
- (e) all money;
- (f) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (g) all instruments, including but not limited to bills, notes, cheques, letters of credit, and advices of credit;
- (h) all investment property, including but not limited to shares, stock, warrants, bonds, debentures, debenture stock and other securities (whether evidenced by a security certificate or an uncertificated security) and financial assets, security entitlements, securities accounts, futures contracts and futures accounts;
- (i) all intangibles including but not limited to contracts, agreements, options, clearing house options, permits, licences, consents, approvals, authorizations, orders, judgments, certificates, rulings, insurance policies, agricultural and other quotas, subsidies, franchises, immunities, privileges, and benefits and all goodwill, patents, trade marks, trade names, trade secrets, inventions, processes, copyrights and other industrial or intellectual property;
- (j) with respect to the personal property described in subparagraphs (a) to (i) inclusive, all books, accounts, invoices, letters, papers, documents, disks, and other records in any form, electronic or otherwise, evidencing or relating thereto; and all contracts, investment property, securities, instruments and other rights and benefits in respect thereof;
- (k) with respect to the personal property described in subparagraphs (a) to (j) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
- (l) with respect to the personal property described in subparagraphs (a) to (k) inclusive, all proceeds therefrom (other than consumer goods), including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom, and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument, security or investment property; and

In this Agreement, the words "goods", "consumer goods", "account", "account debtor", "inventory", "crops", "equipment", "fixtures", "chattel paper", "document of title", "instrument", "money", "security", or "securities", "intangible", "receiver", "proceeds", "accessions", "certificated security", "clearing house option", "control", "financial asset", "futures account", "futures contract", "futures intermediary", "investment property", "securities account", "securities intermediary", "security certificate", "security entitlement", and "uncertificated security" shall have the same meanings as their defined meanings where such words are defined in the Personal Property Security Act of the province or territory in which the Branch of the Bank mentioned in paragraph 1 is located, such Act including any amendments thereto, being referred to in this Agreement as "the PPSA". In this Agreement "Collateral" shall refer to "Collateral or any item thereof".

2. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all obligations of the Customer to the Bank, including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank in any currency or remaining unpaid by the Customer to the Bank in any currency, whether arising from dealings between the Bank and the

Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer and wherever incurred, and whether incurred by the Customer alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (the "Obligations").

3. The Customer hereby represents and warrants to the Bank that:

- (a) all of the Collateral is, or when the Customer acquires any right, title or interest therein, will be the sole property of the Customer free and clear of all security interests, mortgages, charges, hypothecs, liens or other encumbrances except as disclosed by the Customer to the Bank in writing;
- (b) the Collateral insofar as it consists of goods (other than inventory enroute from suppliers or enroute to customers or on lease or consignment) will be kept at the locations specified in Schedule "B" hereto or at such other locations as the Customer shall specify in writing to the Bank and subject to the provisions of paragraph 4(j) none of the Collateral shall be moved therefrom without the prior written consent of the Bank;
- (c) the Customer's chief executive office is located at the address specified in paragraph 1;
- (d) none of the Collateral consists of consumer goods; and
- (e) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Customer in accordance with its terms.

4. The Customer hereby agrees that:

- (a) the Customer shall diligently maintain, use and operate the Collateral and shall carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof;
- (b) the Customer shall cause the Collateral to be insured and kept insured to the full insurable value thereof with reputable insurers against loss or damage by fire and such other risks as the Bank may reasonably require and shall maintain such insurance with loss if any payable to the Bank and shall lodge such policies with the Bank;
- (c) the Customer shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to the Bank, when required, the receipts and vouchers establishing such payment;
- (d) the Customer shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- (e) the Customer shall keep proper books of account in accordance with sound accounting practice, shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require, and the Customer shall permit the Bank or its authorized agents at any time at the expense of the Customer to examine all books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;
- (f) the Customer shall furnish to the Bank such information with respect to the Collateral and the insurance thereon as the Bank may from time to time require and shall give written notice to the Bank of all litigation before any court, administrative board or other tribunal affecting the Customer or the Collateral;
- (g) the Customer shall defend the title to the Collateral against all persons and shall keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances except for those disclosed to the Bank in writing prior to the execution of this Agreement or hereafter approved in writing by the Bank prior to their creation or assumption;
- (h) the Customer shall, upon request by the Bank, execute and deliver all such financing statements, certificates, further assignments and documents and do all such further acts and things as may be considered by the Bank to be necessary or desirable to give effect to the intent of this Agreement and the Customer hereby irrevocably constitutes and appoints the Manager or Acting Manager for the time being of the Branch of the Bank mentioned in paragraph 1, the true and lawful attorney of the Customer, with full power of substitution, to do any of the foregoing in the name of the Customer whenever and wherever the Bank may consider it to be necessary or desirable;
- (i) the Customer shall promptly notify the Bank in writing of any event which occurs that would have a material adverse effect upon the Collateral or upon the financial condition of the Customer and immediately upon the Customer's acquisition of rights in any vehicle, mobile home, trailer, boat, outboard motor for a boat, aircraft or aircraft engine, shall promptly provide the Bank with full particulars, including serial number, of such Collateral; and
- (j) the Customer will not change its name or the location of its chief executive office or place of business or sell, exchange, transfer, assign or lease or otherwise dispose of or change the use of the Collateral or any interest therein or modify, amend or terminate any chattel paper, document of title, instrument, security, investment property or intangible, without the prior written consent of the Bank, except that the Customer may, until an event of default set out in paragraph 9 occurs, sell or lease inventory in the ordinary course of the Customer's business.

5. Until an event of default occurs, the Customer may use the Collateral in any lawful manner not inconsistent with this Agreement or any other agreement to which the Bank and the Customer are parties, but the Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Customer agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith, and for such purpose shall permit the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Customer to examine and inspect the Collateral and related records and documents.

6. Before or after an event of default occurs, the Bank may give notice to any or all account debtors of the Customer and to any or all persons liable to the Customer under an instrument to make all further payments to the Bank and any payments or other proceeds of Collateral received by the Customer from account debtors or from any persons liable to the Customer under an instrument, whether before or after such notice is given by the Bank, shall be held by the Customer in trust for the Bank and paid over to the Bank upon request. The Bank may take charge of all proceeds of Collateral and may apply any money taken as Collateral to the satisfaction of the Obligations secured hereby. The Bank may hold as additional security any increase or profits, except money, received from any Collateral in the Bank's possession, and may apply any money received from such Collateral to reduce the Obligations secured hereby and may hold any balance as additional security for such part of the Obligations as may not yet be due, whether absolute or contingent. The Bank will not be obligated to keep any Collateral separate or identifiable. In the case of any instrument, security, investment property or chattel paper comprising part of the Collateral, the Bank will not be obligated to take any necessary or other steps to preserve rights against other persons.

7. Before or after an event of default occurs, the Bank may have any Collateral comprising instruments, shares, stock, warrants, bonds, debentures, debenture stock, securities or other investment property, registered in its name or in the name of its nominee and shall be entitled but not bound or required to vote in respect of such Collateral at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights which the holder of such Collateral may at any time have. The Customer will also take such steps as the Bank requires to enable the Bank to obtain and maintain control of any investment property, including but not limited to arranging for any issuer of uncertificated securities, securities intermediary or futures intermediary to enter into an agreement satisfactory to the Bank to enable the Bank to obtain and maintain control. The Bank shall not be responsible for any loss occasioned by the exercise of any of any rights contemplated in this paragraph or by failure to exercise the same within the time limited for the exercise thereof.

8. Upon the Customer's failure to perform any of its duties hereunder, the Bank may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Customer shall pay to the Bank, forthwith upon written demand therefor, an amount equal to the costs, fees and expenses incurred by the Bank in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate of 3% per annum over the Prime Lending Rate of the Bank in effect from time to time. The "Prime Lending Rate of the Bank" means the variable per annum, reference rate of interest as announced and adjusted by the Bank from time to time for loans made by the Bank in Canada in Canadian dollars.

9. The happening of any one or more of the following events shall constitute an event of default under this Agreement:

- (a) if the Customer does not pay when due any of the Obligations;
- (b) if the Customer does not perform any provisions of this Agreement or of any other agreement to which the Customer and the Bank are parties;
- (c) if the Customer ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent makes an assignment or proposal under the Bankruptcy and Insolvency Act, takes advantage of provisions for relief under the Companies' Creditors Arrangement Act or any other legislation for the benefit of insolvent debtors, transfers all or substantially all of its assets, or proposes a compromise or arrangement to its creditors;
- (d) if the Customer enters into any reconstruction, reorganization, amalgamation, merger or other similar arrangement;
- (e) if any proceeding is taken with respect to a compromise or arrangement or to have the Customer declared bankrupt or wound up, or if any proceeding is taken, whether in court or under the terms of any agreement or appointment in writing, to have a receiver appointed of any Collateral or if any encumbrance becomes enforceable against any Collateral;
- (f) if any execution, sequestration or extent or any other process of any court becomes enforceable against the Customer or if any distress or analogous process is levied upon any Collateral;
- (g) if the Bank in good faith believes and has commercially reasonable grounds for believing that the prospect of payment or performance of any Obligation is or is about to be impaired or that any Collateral is or is about to be in danger of being lost, damaged, confiscated or placed in jeopardy.

10. If an event of default occurs, the Bank may withhold any future advances and may declare that the Obligations shall immediately become due and payable in full, and the Bank may proceed to enforce payment of the Obligations and the Customer and the Bank shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and other applicable legislation and those provided by this Agreement. The Bank may take possession of the Collateral, enter upon any premises of the Customer, otherwise enforce this Agreement, enforce its rights under any agreement with any issuer of uncertificated securities, securities intermediary or futures intermediary and enforce any rights of the Customer in respect of the Collateral by any manner permitted by law and may use the Collateral in the manner and to the extent that the Bank may consider appropriate and may hold, insure, repair, process, maintain, protect, preserve, prepare for disposition and dispose of the same and may require the Customer to assemble the Collateral and deliver or make the Collateral available to the Bank at a reasonably convenient place designated by the Bank.

11. Where required to do so by the PPSA, or other relevant legislation, the Bank shall give to the Customer the written notice required by the PPSA or such other relevant legislation of an intended enforcement or disposition of the Collateral by serving such notice personally on the Customer or by mailing such notice by registered mail to the last known post office address of the Customer or by electronic transmission to the last known electronic mailing or transmission address of the Customer or by any other method authorized or permitted by the PPSA or such other relevant legislation.

12. If an event of default occurs, the Bank may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be a receiver of the Collateral and may remove any receiver so appointed by the Bank and appoint another in his stead; and any such receiver appointed by instrument in writing shall, to the extent permitted by applicable law or to such lesser extent permitted, have all of the rights, benefits and powers of the Bank hereunder or under the PPSA or otherwise and without limitation have power (a) to take possession of the Collateral, (b) to carry on all or any part or parts of the business of the Customer, (c) to borrow money required for the seizure, retaking, repossession, holding, insurance, repairing, processing, maintaining, protecting, preserving, preparing for disposition, disposition of the Collateral and for any other enforcement of this Agreement or for the carrying on of the business of the Customer on the security of the Collateral in priority to the security interest created under this Agreement, and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, lease or other disposition either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine provided that if any such disposition involves deferred payment the Bank will not be accountable for and the Customer will not be entitled to be credited with the proceeds of any such disposition until the monies therefore are actually received; and further provided that any such receiver shall be deemed the agent of the Customer and the Bank shall not be in any way responsible for any misconduct or negligence of any such receiver.

13. Any proceeds of any disposition of any Collateral may be applied by the Bank to the payment of expenses incurred or paid in connection with seizing, repossessing, retaking, holding, repairing, processing, insuring, preserving, preparing for disposition and disposing of the Collateral (including reasonable solicitor's fees and legal expenses and any other reasonable expenses), and any balance of such proceeds may be applied by the Bank towards the payment of the Obligations in such order of application as the Bank may from time to time effect. All such expenses and all amounts borrowed on the security of the Collateral under paragraph 12 shall bear interest at the rate of 3% per annum over the Prime Lending Rate of the Bank in effect from time to time, shall be payable by the Customer upon demand and shall be Obligations under this Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the expenses incurred by the Bank, the Customer shall be liable to pay any deficiency to the Bank on demand.

14. The Customer and the Bank further agree that:

- (a) the Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Customer, debtors of the Customer, sureties and others and with the Collateral or other security as the Bank may see fit without prejudice to the liability of the Customer and the Bank's rights under this Agreement
- (b) this Agreement shall not be considered as satisfied or discharged by any intermediate payment of all or any part of the Obligations but shall constitute and be a continuing security to the Bank for a current or running account and shall be in addition to and not in substitution for any other security now or hereafter held by the Bank;
- (c) nothing in this Agreement shall obligate the Bank to make any loan or accommodation to the Customer or extend the time for payment or satisfaction of the Obligations;
- (d) any failure by the Bank to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations secured by this Agreement shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Obligations secured by this Agreement;
- (e) all rights of the Bank under this Agreement shall be assignable and in any action brought by an assignee to enforce such rights, the Customer shall not assert against the assignee any claim or defence which the Customer now has or may hereafter have against the Bank;
- (f) all rights of the Bank under this Agreement shall enure to the benefit of its successors and assigns and all obligations of the Customer under this Agreement shall bind the Customer, his heirs, executors, administrators, successors and assigns;
- (g) if more than one Customer executes this Agreement their obligations under this Agreement shall be joint and several, and the Obligations shall include those of all or any one or more of them;
- (h) if the Customer is a corporation, The Limitation of Civil Rights Act of the province of Saskatchewan shall have no application to this Agreement or to any agreement or instrument renewing or extending or collateral to this Agreement or to the rights, powers or remedies of the Bank under this Agreement;
- (i) this Agreement shall be governed in all respects by the laws of the jurisdiction in which the Branch of the Bank mentioned in paragraph 1 is located;
- (j) the time for attachment of the security interest created hereby has not been postponed and is intended to attach when this Agreement is signed by the Customer and attaches at that time to Collateral in which the Customer then has any right, title or interest and attaches to Collateral in which the Customer subsequently acquires any right title or interest at the time when the Customer first acquires such right, title or interest.


The Customer acknowledges receiving a copy of this Agreement.

The Customer expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by the Bank in connection with this Agreement or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.

Signed this 9th day of March, 2021.

Customer: TCAS HOLDINGS LIMITED

Witness:

_____ by: 
 TITLE Thane Stevens
President

_____ by: _____
 TITLE _____

FULL NAME AND ADDRESS OF THE CUSTOMER (FOR INDIVIDUAL(S), INSERT FIRST GIVEN NAME, INITIAL OF SECOND GIVEN NAME, (FULL SECOND NAME IN ALBERTA, SASKATCHEWAN AND BRITISH COLUMBIA) IF ANY, THEN SURNAME)	IF GIVEN BY INDIVIDUAL(S) RECORD DATE OF BIRTH DAY MONTH YEAR	SEX	
		M	F
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE "A"

(Description of Collateral)

If space is insufficient attach additional page headed Page 2 of Schedule "A".

SCHEDULE "B"

(Location of Collateral)

If space is insufficient attach additional page headed Page 2 of Schedule "B".

DATE RECEIVED
RECORDED
APPROVED
E.O. AUDITOR

This is Exhibit "10" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024

A handwritten signature in blue ink, appearing to read "David Wedlake", written over a horizontal line.

David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

GENERAL SECURITY AGREEMENT

1. TCAS IP INC.

(NAME OF CUSTOMER)

of 20 MacDonald Avenue, Dartmouth, Nova Scotia B3B 1C5 (the "Customer")

(ADDRESS OF CUSTOMER)

for valuable consideration grants, assigns, transfers, sets over, mortgages and charges to THE BANK OF NOVA SCOTIA, at its Branch located at 4715 TAHOE BOULEVARD, MISSISSAUGA, ON L4W 0B4

(ADDRESS OF BRANCH)

(the "Bank") as and by way of a fixed and specific mortgage and charge, and grants to the Bank, a security interest in the present and after acquired undertaking and property (other than consumer goods) of the Customer including without limitation all the right title, interest and benefit which the Customer now has or may hereafter have in all property of the kinds hereinafter described (the "Collateral"):

- (a) all goods comprising the inventory of the Customer including but not limited to goods held for sale or lease or that have been leased or consigned to or by the Customer or furnished or to be furnished under a contract of service or that are raw materials, work In process or materials used or consumed in a business or profession or finished goods and timber cut or to be cut, oil, gas, hydrocarbons, and minerals extracted or to be extracted, all livestock and the young and unborn young thereof and all crops;
- (b) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property, whether described in Schedule "A" hereto or not;
- (c) all accounts, including deposit accounts in banks, credit unions, trust companies and similar institutions, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Customer, and all claims of any kind which the Customer now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
- (d) all chattel paper;
- (e) all money;
- (f) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (g) all instruments, including but not limited to bills, notes, cheques, letters of credit, and advices of credit;
- (h) all investment property, including but not limited to shares, stock, warrants, bonds, debentures, debenture stock and other securities (whether evidenced by a security certificate or an uncertificated security) and financial assets, security entitlements, securities accounts, futures contracts and futures accounts;
- (i) all intangibles including but not limited to contracts, agreements, options, clearing house options, permits, licences, consents, approvals, authorizations, orders, judgments, certificates, rulings, insurance policies, agricultural and other quotas, subsidies, franchises, immunities, privileges, and benefits and all goodwill, patents, trade marks, trade names, trade secrets, inventions, processes, copyrights and other industrial or intellectual property;
- (j) with respect to the personal property described in subparagraphs (a) to (i) inclusive, all books, accounts, invoices, letters, papers, documents, disks, and other records in any form, electronic or otherwise, evidencing or relating thereto; and all contracts, investment property, securities, instruments and other rights and benefits in respect thereof;
- (k) with respect to the personal property described in subparagraphs (a) to (j) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
- (l) with respect to the personal property described in subparagraphs (a) to (k) inclusive, all proceeds therefrom (other than consumer goods), including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom, and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument, security or investment property; and

In this Agreement, the words "goods", "consumer goods", "account", "account debtor", "inventory", "crops", "equipment", "fixtures", "chattel paper", "document of title", "instrument", "money", "security", or "securities", "intangible", "receiver", "proceeds", "accessions", "certificated security", "clearing house option", "control", "financial asset", "futures account", "futures contract", "futures intermediary", "investment property", "securities account", "securities intermediary", "security certificate", "security entitlement", and "uncertificated security" shall have the same meanings as their defined meanings where such words are defined in the Personal Property Security Act of the province or territory in which the Branch of the Bank mentioned in paragraph 1 is located, such Act including any amendments thereto, being referred to in this Agreement as "the PPSA". In this Agreement "Collateral" shall refer to "Collateral or any item thereof".

2. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all obligations of the Customer to the Bank, including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank in any currency or remaining unpaid by the Customer to the Bank in any currency, whether arising from dealings between the Bank and the

Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer and wherever incurred, and whether incurred by the Customer alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (the "Obligations").

3. The Customer hereby represents and warrants to the Bank that:

- (a) all of the Collateral is, or when the Customer acquires any right, title or interest therein, will be the sole property of the Customer free and clear of all security interests, mortgages, charges, hypothecs, liens or other encumbrances except as disclosed by the Customer to the Bank in writing;
- (b) the Collateral insofar as it consists of goods (other than inventory enroute from suppliers or enroute to customers or on lease or consignment) will be kept at the locations specified in Schedule "B" hereto or at such other locations as the Customer shall specify in writing to the Bank and subject to the provisions of paragraph 4(j) none of the Collateral shall be moved therefrom without the prior written consent of the Bank;
- (c) the Customer's chief executive office is located at the address specified in paragraph 1;
- (d) none of the Collateral consists of consumer goods; and
- (e) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Customer in accordance with its terms.

4. The Customer hereby agrees that:

- (a) the Customer shall diligently maintain, use and operate the Collateral and shall carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof;
- (b) the Customer shall cause the Collateral to be insured and kept insured to the full insurable value thereof with reputable insurers against loss or damage by fire and such other risks as the Bank may reasonably require and shall maintain such insurance with loss if any payable to the Bank and shall lodge such policies with the Bank;
- (c) the Customer shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to the Bank, when required, the receipts and vouchers establishing such payment;
- (d) the Customer shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- (e) the Customer shall keep proper books of account in accordance with sound accounting practice, shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require, and the Customer shall permit the Bank or its authorized agents at any time at the expense of the Customer to examine all books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;
- (f) the Customer shall furnish to the Bank such information with respect to the Collateral and the insurance thereon as the Bank may from time to time require and shall give written notice to the Bank of all litigation before any court, administrative board or other tribunal affecting the Customer or the Collateral;
- (g) the Customer shall defend the title to the Collateral against all persons and shall keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances except for those disclosed to the Bank in writing prior to the execution of this Agreement or hereafter approved in writing by the Bank prior to their creation or assumption;
- (h) the Customer shall, upon request by the Bank, execute and deliver all such financing statements, certificates, further assignments and documents and do all such further acts and things as may be considered by the Bank to be necessary or desirable to give effect to the intent of this Agreement and the Customer hereby irrevocably constitutes and appoints the Manager or Acting Manager for the time being of the Branch of the Bank mentioned in paragraph 1, the true and lawful attorney of the Customer, with full power of substitution, to do any of the foregoing in the name of the Customer whenever and wherever the Bank may consider it to be necessary or desirable;
- (i) the Customer shall promptly notify the Bank in writing of any event which occurs that would have a material adverse effect upon the Collateral or upon the financial condition of the Customer and immediately upon the Customer's acquisition of rights in any vehicle, mobile home, trailer, boat, outboard motor for a boat, aircraft or aircraft engine, shall promptly provide the Bank with full particulars, including serial number, of such Collateral; and
- (j) the Customer will not change its name or the location of its chief executive office or place of business or sell, exchange, transfer, assign or lease or otherwise dispose of or change the use of the Collateral or any interest therein or modify, amend or terminate any chattel paper, document of title, instrument, security, investment property or intangible, without the prior written consent of the Bank, except that the Customer may, until an event of default set out in paragraph 9 occurs, sell or lease inventory in the ordinary course of the Customer's business.

5. Until an event of default occurs, the Customer may use the Collateral in any lawful manner not inconsistent with this Agreement or any other agreement to which the Bank and the Customer are parties, but the Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Customer agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith, and for such purpose shall permit the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Customer to examine and inspect the Collateral and related records and documents.

6. Before or after an event of default occurs, the Bank may give notice to any or all account debtors of the Customer and to any or all persons liable to the Customer under an instrument to make all further payments to the Bank and any payments or other proceeds of Collateral received by the Customer from account debtors or from any persons liable to the Customer under an instrument, whether before or after such notice is given by the Bank, shall be held by the Customer in trust for the Bank and paid over to the Bank upon request. The Bank may take charge of all proceeds of Collateral and may apply any money taken as Collateral to the satisfaction of the Obligations secured hereby. The Bank may hold as additional security any increase or profits, except money, received from any Collateral in the Bank's possession, and may apply any money received from such Collateral to reduce the Obligations secured hereby and may hold any balance as additional security for such part of the Obligations as may not yet be due, whether absolute or contingent. The Bank will not be obligated to keep any Collateral separate or identifiable. In the case of any instrument, security, investment property or chattel paper comprising part of the Collateral, the Bank will not be obligated to take any necessary or other steps to preserve rights against other persons.

7. Before or after an event of default occurs, the Bank may have any Collateral comprising instruments, shares, stock, warrants, bonds, debentures, debenture stock, securities or other investment property, registered in its name or in the name of its nominee and shall be entitled but not bound or required to vote in respect of such Collateral at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights which the holder of such Collateral may at any time have. The Customer will also take such steps as the Bank requires to enable the Bank to obtain and maintain control of any investment property, including but not limited to arranging for any issuer of uncertificated securities, securities intermediary or futures intermediary to enter into an agreement satisfactory to the Bank to enable the Bank to obtain and maintain control. The Bank shall not be responsible for any loss occasioned by the exercise of any of any rights contemplated in this paragraph or by failure to exercise the same within the time limited for the exercise thereof.

8. Upon the Customer's failure to perform any of its duties hereunder, the Bank may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Customer shall pay to the Bank, forthwith upon written demand therefor, an amount equal to the costs, fees and expenses incurred by the Bank in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate of 3% per annum over the Prime Lending Rate of the Bank in effect from time to time. The "Prime Lending Rate of the Bank" means the variable per annum, reference rate of interest as announced and adjusted by the Bank from time to time for loans made by the Bank in Canada in Canadian dollars.

9. The happening of any one or more of the following events shall constitute an event of default under this Agreement:

- (a) if the Customer does not pay when due any of the Obligations;
- (b) if the Customer does not perform any provisions of this Agreement or of any other agreement to which the Customer and the Bank are parties;
- (c) if the Customer ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent makes an assignment or proposal under the Bankruptcy and Insolvency Act, takes advantage of provisions for relief under the Companies' Creditors Arrangement Act or any other legislation for the benefit of insolvent debtors, transfers all or substantially all of its assets, or proposes a compromise or arrangement to its creditors;
- (d) if the Customer enters into any reconstruction, reorganization, amalgamation, merger or other similar arrangement;
- (e) if any proceeding is taken with respect to a compromise or arrangement or to have the Customer declared bankrupt or wound up, or if any proceeding is taken, whether in court or under the terms of any agreement or appointment in writing, to have a receiver appointed of any Collateral or if any encumbrance becomes enforceable against any Collateral;
- (f) if any execution, sequestration or extent or any other process of any court becomes enforceable against the Customer or if any distress or analogous process is levied upon any Collateral;
- (g) if the Bank in good faith believes and has commercially reasonable grounds for believing that the prospect of payment or performance of any Obligation is or is about to be impaired or that any Collateral is or is about to be in danger of being lost, damaged, confiscated or placed in jeopardy.

10. If an event of default occurs, the Bank may withhold any future advances and may declare that the Obligations shall immediately become due and payable in full, and the Bank may proceed to enforce payment of the Obligations and the Customer and the Bank shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and other applicable legislation and those provided by this Agreement. The Bank may take possession of the Collateral, enter upon any premises of the Customer, otherwise enforce this Agreement, enforce its rights under any agreement with any issuer of uncertificated securities, securities intermediary or futures intermediary and enforce any rights of the Customer in respect of the Collateral by any manner permitted by law and may use the Collateral in the manner and to the extent that the Bank may consider appropriate and may hold, insure, repair, process, maintain, protect, preserve, prepare for disposition and dispose of the same and may require the Customer to assemble the Collateral and deliver or make the Collateral available to the Bank at a reasonably convenient place designated by the Bank.

11. Where required to do so by the PPSA, or other relevant legislation, the Bank shall give to the Customer the written notice required by the PPSA or such other relevant legislation of an intended enforcement or disposition of the Collateral by serving such notice personally on the Customer or by mailing such notice by registered mail to the last known post office address of the Customer or by electronic transmission to the last known electronic mailing or transmission address of the Customer or by any other method authorized or permitted by the PPSA or such other relevant legislation.

12. If an event of default occurs, the Bank may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be a receiver of the Collateral and may remove any receiver so appointed by the Bank and appoint another in his stead; and any such receiver appointed by instrument in writing shall, to the extent permitted by applicable law or to such lesser extent permitted, have all of the rights, benefits and powers of the Bank hereunder or under the PPSA or otherwise and without limitation have power (a) to take possession of the Collateral, (b) to carry on all or any part or parts of the business of the Customer, (c) to borrow money required for the seizure, retaking, repossession, holding, insurance, repairing, processing, maintaining, protecting, preserving, preparing for disposition, disposition of the Collateral and for any other enforcement of this Agreement or for the carrying on of the business of the Customer on the security of the Collateral in priority to the security interest created under this Agreement, and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, lease or other disposition either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine provided that if any such disposition involves deferred payment the Bank will not be accountable for and the Customer will not be entitled to be credited with the proceeds of any such disposition until the monies therefore are actually received; and further provided that any such receiver shall be deemed the agent of the Customer and the Bank shall not be in any way responsible for any misconduct or negligence of any such receiver.

13. Any proceeds of any disposition of any Collateral may be applied by the Bank to the payment of expenses incurred or paid in connection with seizing, repossessing, retaking, holding, repairing, processing, insuring, preserving, preparing for disposition and disposing of the Collateral (including reasonable solicitor's fees and legal expenses and any other reasonable expenses), and any balance of such proceeds may be applied by the Bank towards the payment of the Obligations in such order of application as the Bank may from time to time effect. All such expenses and all amounts borrowed on the security of the Collateral under paragraph 12 shall bear interest at the rate of 3% per annum over the Prime Lending Rate of the Bank in effect from time to time, shall be payable by the Customer upon demand and shall be Obligations under this Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the expenses incurred by the Bank, the Customer shall be liable to pay any deficiency to the Bank on demand.

14. The Customer and the Bank further agree that:

- (a) the Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Customer, debtors of the Customer, sureties and others and with the Collateral or other security as the Bank may see fit without prejudice to the liability of the Customer and the Bank's rights under this Agreement
- (b) this Agreement shall not be considered as satisfied or discharged by any intermediate payment of all or any part of the Obligations but shall constitute and be a continuing security to the Bank for a current or running account and shall be in addition to and not in substitution for any other security now or hereafter held by the Bank;
- (c) nothing in this Agreement shall obligate the Bank to make any loan or accommodation to the Customer or extend the time for payment or satisfaction of the Obligations;
- (d) any failure by the Bank to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations secured by this Agreement shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Obligations secured by this Agreement;
- (e) all rights of the Bank under this Agreement shall be assignable and in any action brought by an assignee to enforce such rights, the Customer shall not assert against the assignee any claim or defence which the Customer now has or may hereafter have against the Bank;
- (f) all rights of the Bank under this Agreement shall enure to the benefit of its successors and assigns and all obligations of the Customer under this Agreement shall bind the Customer, his heirs, executors, administrators, successors and assigns;
- (g) if more than one Customer executes this Agreement their obligations under this Agreement shall be joint and several, and the Obligations shall include those of all or any one or more of them;
- (h) if the Customer is a corporation, The Limitation of Civil Rights Act of the province of Saskatchewan shall have no application to this Agreement or to any agreement or instrument renewing or extending or collateral to this Agreement or to the rights, powers or remedies of the Bank under this Agreement;
- (i) this Agreement shall be governed in all respects by the laws of the jurisdiction in which the Branch of the Bank mentioned in paragraph 1 is located;
- (j) the time for attachment of the security interest created hereby has not been postponed and is intended to attach when this Agreement is signed by the Customer and attaches at that time to Collateral in which the Customer then has any right, title or interest and attaches to Collateral in which the Customer subsequently acquires any right title or interest at the time when the Customer first acquires such right, title or interest.


The Customer acknowledges receiving a copy of this Agreement.

The Customer expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by the Bank in connection with this Agreement or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.

Signed this 9th day of March, 2021.

Customer: TCAS IP INC.

Witness:

_____ by: 
 TITLE Thane Stevens
President

_____ by: _____
 TITLE _____

FULL NAME AND ADDRESS OF THE CUSTOMER (FOR INDIVIDUAL(S), INSERT FIRST GIVEN NAME, INITIAL OF SECOND GIVEN NAME, (FULL SECOND NAME IN ALBERTA, SASKATCHEWAN AND BRITISH COLUMBIA) IF ANY, THEN SURNAME)	IF GIVEN BY INDIVIDUAL(S) RECORD DATE OF BIRTH DAY MONTH YEAR	SEX	
		M	F
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE "A"

(Description of Collateral)

If space is insufficient attach additional page headed Page 2 of Schedule "A".

SCHEDULE "B"

(Location of Collateral)

If space is insufficient attach additional page headed Page 2 of Schedule "B".

DATE RECEIVED
RECORDED
APPROVED
E.O. AUDITOR

This is Exhibit "11" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

GENERAL SECURITY AGREEMENT

1. SUSTAINABLE FISH FARMING (CANADA) LIMITED

(NAME OF CUSTOMER)

of 20 MacDonald Avenue, Dartmouth, Nova Scotia B3B 1C5

(the "Customer")

(ADDRESS OF CUSTOMER)

for valuable consideration grants, assigns, transfers, sets over, mortgages and charges to THE BANK OF NOVA SCOTIA, at its Branch located at 4715 TAHOE BOULEVARD, MISSISSAUGA, ON L4W 0B4

(ADDRESS OF BRANCH)

(the "Bank") as and by way of a fixed and specific mortgage and charge, and grants to the Bank, a security interest in the present and after acquired undertaking and property (other than consumer goods) of the Customer including without limitation all the right title, interest and benefit which the Customer now has or may hereafter have in all property of the kinds hereinafter described (the "Collateral"):

- (a) all goods comprising the inventory of the Customer including but not limited to goods held for sale or lease or that have been leased or consigned to or by the Customer or furnished or to be furnished under a contract of service or that are raw materials, work In process or materials used or consumed in a business or profession or finished goods and timber cut or to be cut, oil, gas, hydrocarbons, and minerals extracted or to be extracted, all livestock and the young and unborn young thereof and all crops;
- (b) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property, whether described in Schedule "A" hereto or not;
- (c) all accounts, including deposit accounts in banks, credit unions, trust companies and similar institutions, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Customer, and all claims of any kind which the Customer now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
- (d) all chattel paper;
- (e) all money;
- (f) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (g) all instruments, including but not limited to bills, notes, cheques, letters of credit, and advices of credit;
- (h) all investment property, including but not limited to shares, stock, warrants, bonds, debentures, debenture stock and other securities (whether evidenced by a security certificate or an uncertificated security) and financial assets, security entitlements, securities accounts, futures contracts and futures accounts;
- (i) all intangibles including but not limited to contracts, agreements, options, clearing house options, permits, licences, consents, approvals, authorizations, orders, judgments, certificates, rulings, insurance policies, agricultural and other quotas, subsidies, franchises, immunities, privileges, and benefits and all goodwill, patents, trade marks, trade names, trade secrets, inventions, processes, copyrights and other industrial or intellectual property;
- (j) with respect to the personal property described in subparagraphs (a) to (i) inclusive, all books, accounts, invoices, letters, papers, documents, disks, and other records in any form, electronic or otherwise, evidencing or relating thereto; and all contracts, investment property, securities, instruments and other rights and benefits in respect thereof;
- (k) with respect to the personal property described in subparagraphs (a) to (j) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
- (l) with respect to the personal property described in subparagraphs (a) to (k) inclusive, all proceeds therefrom (other than consumer goods), including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom, and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument, security or investment property; and

In this Agreement, the words "goods", "consumer goods", "account", "account debtor", "inventory", "crops", "equipment", "fixtures", "chattel paper", "document of title", "instrument", "money", "security", or "securities", "intangible", "receiver", "proceeds", "accessions", "certificated security", "clearing house option", "control", "financial asset", "futures account", "futures contract", "futures intermediary", "investment property", "securities account", "securities intermediary", "security certificate", "security entitlement", and "uncertificated security" shall have the same meanings as their defined meanings where such words are defined in the Personal Property Security Act of the province or territory in which the Branch of the Bank mentioned in paragraph 1 is located, such Act including any amendments thereto, being referred to in this Agreement as "the PPSA". In this Agreement "Collateral" shall refer to "Collateral or any item thereof".

2. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all obligations of the Customer to the Bank, including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank in any currency or remaining unpaid by the Customer to the Bank in any currency, whether arising from dealings between the Bank and the

Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer and wherever incurred, and whether incurred by the Customer alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (the "Obligations").

3. The Customer hereby represents and warrants to the Bank that:

- (a) all of the Collateral is, or when the Customer acquires any right, title or interest therein, will be the sole property of the Customer free and clear of all security interests, mortgages, charges, hypothecs, liens or other encumbrances except as disclosed by the Customer to the Bank in writing;
- (b) the Collateral insofar as it consists of goods (other than inventory enroute from suppliers or enroute to customers or on lease or consignment) will be kept at the locations specified in Schedule "B" hereto or at such other locations as the Customer shall specify in writing to the Bank and subject to the provisions of paragraph 4(j) none of the Collateral shall be moved therefrom without the prior written consent of the Bank;
- (c) the Customer's chief executive office is located at the address specified in paragraph 1;
- (d) none of the Collateral consists of consumer goods; and
- (e) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Customer in accordance with its terms.

4. The Customer hereby agrees that:

- (a) the Customer shall diligently maintain, use and operate the Collateral and shall carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof;
- (b) the Customer shall cause the Collateral to be insured and kept insured to the full insurable value thereof with reputable insurers against loss or damage by fire and such other risks as the Bank may reasonably require and shall maintain such insurance with loss if any payable to the Bank and shall lodge such policies with the Bank;
- (c) the Customer shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to the Bank, when required, the receipts and vouchers establishing such payment;
- (d) the Customer shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- (e) the Customer shall keep proper books of account in accordance with sound accounting practice, shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require, and the Customer shall permit the Bank or its authorized agents at any time at the expense of the Customer to examine all books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;
- (f) the Customer shall furnish to the Bank such information with respect to the Collateral and the insurance thereon as the Bank may from time to time require and shall give written notice to the Bank of all litigation before any court, administrative board or other tribunal affecting the Customer or the Collateral;
- (g) the Customer shall defend the title to the Collateral against all persons and shall keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances except for those disclosed to the Bank in writing prior to the execution of this Agreement or hereafter approved in writing by the Bank prior to their creation or assumption;
- (h) the Customer shall, upon request by the Bank, execute and deliver all such financing statements, certificates, further assignments and documents and do all such further acts and things as may be considered by the Bank to be necessary or desirable to give effect to the intent of this Agreement and the Customer hereby irrevocably constitutes and appoints the Manager or Acting Manager for the time being of the Branch of the Bank mentioned in paragraph 1, the true and lawful attorney of the Customer, with full power of substitution, to do any of the foregoing in the name of the Customer whenever and wherever the Bank may consider it to be necessary or desirable;
- (i) the Customer shall promptly notify the Bank in writing of any event which occurs that would have a material adverse effect upon the Collateral or upon the financial condition of the Customer and immediately upon the Customer's acquisition of rights in any vehicle, mobile home, trailer, boat, outboard motor for a boat, aircraft or aircraft engine, shall promptly provide the Bank with full particulars, including serial number, of such Collateral; and
- (j) the Customer will not change its name or the location of its chief executive office or place of business or sell, exchange, transfer, assign or lease or otherwise dispose of or change the use of the Collateral or any interest therein or modify, amend or terminate any chattel paper, document of title, instrument, security, investment property or intangible, without the prior written consent of the Bank, except that the Customer may, until an event of default set out in paragraph 9 occurs, sell or lease inventory in the ordinary course of the Customer's business.

5. Until an event of default occurs, the Customer may use the Collateral in any lawful manner not inconsistent with this Agreement or any other agreement to which the Bank and the Customer are parties, but the Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Customer agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith, and for such purpose shall permit the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Customer to examine and inspect the Collateral and related records and documents.

6. Before or after an event of default occurs, the Bank may give notice to any or all account debtors of the Customer and to any or all persons liable to the Customer under an instrument to make all further payments to the Bank and any payments or other proceeds of Collateral received by the Customer from account debtors or from any persons liable to the Customer under an instrument, whether before or after such notice is given by the Bank, shall be held by the Customer in trust for the Bank and paid over to the Bank upon request. The Bank may take charge of all proceeds of Collateral and may apply any money taken as Collateral to the satisfaction of the Obligations secured hereby. The Bank may hold as additional security any increase or profits, except money, received from any Collateral in the Bank's possession, and may apply any money received from such Collateral to reduce the Obligations secured hereby and may hold any balance as additional security for such part of the Obligations as may not yet be due, whether absolute or contingent. The Bank will not be obligated to keep any Collateral separate or identifiable. In the case of any instrument, security, investment property or chattel paper comprising part of the Collateral, the Bank will not be obligated to take any necessary or other steps to preserve rights against other persons.

7. Before or after an event of default occurs, the Bank may have any Collateral comprising instruments, shares, stock, warrants, bonds, debentures, debenture stock, securities or other investment property, registered in its name or in the name of its nominee and shall be entitled but not bound or required to vote in respect of such Collateral at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights which the holder of such Collateral may at any time have. The Customer will also take such steps as the Bank requires to enable the Bank to obtain and maintain control of any investment property, including but not limited to arranging for any issuer of uncertificated securities, securities intermediary or futures intermediary to enter into an agreement satisfactory to the Bank to enable the Bank to obtain and maintain control. The Bank shall not be responsible for any loss occasioned by the exercise of any of any rights contemplated in this paragraph or by failure to exercise the same within the time limited for the exercise thereof.

8. Upon the Customer's failure to perform any of its duties hereunder, the Bank may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Customer shall pay to the Bank, forthwith upon written demand therefor, an amount equal to the costs, fees and expenses incurred by the Bank in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate of 3% per annum over the Prime Lending Rate of the Bank in effect from time to time. The "Prime Lending Rate of the Bank" means the variable per annum, reference rate of interest as announced and adjusted by the Bank from time to time for loans made by the Bank in Canada in Canadian dollars.

9. The happening of any one or more of the following events shall constitute an event of default under this Agreement:

- (a) if the Customer does not pay when due any of the Obligations;
- (b) if the Customer does not perform any provisions of this Agreement or of any other agreement to which the Customer and the Bank are parties;
- (c) if the Customer ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent makes an assignment or proposal under the Bankruptcy and Insolvency Act, takes advantage of provisions for relief under the Companies' Creditors Arrangement Act or any other legislation for the benefit of insolvent debtors, transfers all or substantially all of its assets, or proposes a compromise or arrangement to its creditors;
- (d) if the Customer enters into any reconstruction, reorganization, amalgamation, merger or other similar arrangement;
- (e) if any proceeding is taken with respect to a compromise or arrangement or to have the Customer declared bankrupt or wound up, or if any proceeding is taken, whether in court or under the terms of any agreement or appointment in writing, to have a receiver appointed of any Collateral or if any encumbrance becomes enforceable against any Collateral;
- (f) if any execution, sequestration or extent or any other process of any court becomes enforceable against the Customer or if any distress or analogous process is levied upon any Collateral;
- (g) if the Bank in good faith believes and has commercially reasonable grounds for believing that the prospect of payment or performance of any Obligation is or is about to be impaired or that any Collateral is or is about to be in danger of being lost, damaged, confiscated or placed in jeopardy.

10. If an event of default occurs, the Bank may withhold any future advances and may declare that the Obligations shall immediately become due and payable in full, and the Bank may proceed to enforce payment of the Obligations and the Customer and the Bank shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and other applicable legislation and those provided by this Agreement. The Bank may take possession of the Collateral, enter upon any premises of the Customer, otherwise enforce this Agreement, enforce its rights under any agreement with any issuer of uncertificated securities, securities intermediary or futures intermediary and enforce any rights of the Customer in respect of the Collateral by any manner permitted by law and may use the Collateral in the manner and to the extent that the Bank may consider appropriate and may hold, insure, repair, process, maintain, protect, preserve, prepare for disposition and dispose of the same and may require the Customer to assemble the Collateral and deliver or make the Collateral available to the Bank at a reasonably convenient place designated by the Bank.

11. Where required to do so by the PPSA, or other relevant legislation, the Bank shall give to the Customer the written notice required by the PPSA or such other relevant legislation of an intended enforcement or disposition of the Collateral by serving such notice personally on the Customer or by mailing such notice by registered mail to the last known post office address of the Customer or by electronic transmission to the last known electronic mailing or transmission address of the Customer or by any other method authorized or permitted by the PPSA or such other relevant legislation.

12. If an event of default occurs, the Bank may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be a receiver of the Collateral and may remove any receiver so appointed by the Bank and appoint another in his stead; and any such receiver appointed by instrument in writing shall, to the extent permitted by applicable law or to such lesser extent permitted, have all of the rights, benefits and powers of the Bank hereunder or under the PPSA or otherwise and without limitation have power (a) to take possession of the Collateral, (b) to carry on all or any part or parts of the business of the Customer, (c) to borrow money required for the seizure, retaking, repossession, holding, insurance, repairing, processing, maintaining, protecting, preserving, preparing for disposition, disposition of the Collateral and for any other enforcement of this Agreement or for the carrying on of the business of the Customer on the security of the Collateral in priority to the security interest created under this Agreement, and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, lease or other disposition either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine provided that if any such disposition involves deferred payment the Bank will not be accountable for and the Customer will not be entitled to be credited with the proceeds of any such disposition until the monies therefore are actually received; and further provided that any such receiver shall be deemed the agent of the Customer and the Bank shall not be in any way responsible for any misconduct or negligence of any such receiver.

13. Any proceeds of any disposition of any Collateral may be applied by the Bank to the payment of expenses incurred or paid in connection with seizing, repossessing, retaking, holding, repairing, processing, insuring, preserving, preparing for disposition and disposing of the Collateral (including reasonable solicitor's fees and legal expenses and any other reasonable expenses), and any balance of such proceeds may be applied by the Bank towards the payment of the Obligations in such order of application as the Bank may from time to time effect. All such expenses and all amounts borrowed on the security of the Collateral under paragraph 12 shall bear interest at the rate of 3% per annum over the Prime Lending Rate of the Bank in effect from time to time, shall be payable by the Customer upon demand and shall be Obligations under this Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the expenses incurred by the Bank, the Customer shall be liable to pay any deficiency to the Bank on demand.

14. The Customer and the Bank further agree that:

- (a) the Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Customer, debtors of the Customer, sureties and others and with the Collateral or other security as the Bank may see fit without prejudice to the liability of the Customer and the Bank's rights under this Agreement
- (b) this Agreement shall not be considered as satisfied or discharged by any intermediate payment of all or any part of the Obligations but shall constitute and be a continuing security to the Bank for a current or running account and shall be in addition to and not in substitution for any other security now or hereafter held by the Bank;
- (c) nothing in this Agreement shall obligate the Bank to make any loan or accommodation to the Customer or extend the time for payment or satisfaction of the Obligations;
- (d) any failure by the Bank to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations secured by this Agreement shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Obligations secured by this Agreement;
- (e) all rights of the Bank under this Agreement shall be assignable and in any action brought by an assignee to enforce such rights, the Customer shall not assert against the assignee any claim or defence which the Customer now has or may hereafter have against the Bank;
- (f) all rights of the Bank under this Agreement shall enure to the benefit of its successors and assigns and all obligations of the Customer under this Agreement shall bind the Customer, his heirs, executors, administrators, successors and assigns;
- (g) if more than one Customer executes this Agreement their obligations under this Agreement shall be joint and several, and the Obligations shall include those of all or any one or more of them;
- (h) if the Customer is a corporation, The Limitation of Civil Rights Act of the province of Saskatchewan shall have no application to this Agreement or to any agreement or instrument renewing or extending or collateral to this Agreement or to the rights, powers or remedies of the Bank under this Agreement;
- (i) this Agreement shall be governed in all respects by the laws of the jurisdiction in which the Branch of the Bank mentioned in paragraph 1 is located;
- (j) the time for attachment of the security interest created hereby has not been postponed and is intended to attach when this Agreement is signed by the Customer and attaches at that time to Collateral in which the Customer then has any right, title or interest and attaches to Collateral in which the Customer subsequently acquires any right title or interest at the time when the Customer first acquires such right, title or interest.

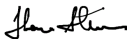
The Customer acknowledges receiving a copy of this Agreement.

The Customer expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by the Bank in connection with this Agreement or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.

Signed this 9th day of March, 2021 .

Customer: SUSTAINABLE FISH FARMING (CANADA) LIMITED

Witness:

by: 
TITLE Thane Stevens
Director
by: _____
TITLE _____

FULL NAME AND ADDRESS OF THE CUSTOMER (FOR INDIVIDUAL(S), INSERT FIRST GIVEN NAME, INITIAL OF SECOND GIVEN NAME, (FULL SECOND NAME IN ALBERTA, SASKATCHEWAN AND BRITISH COLUMBIA) IF ANY, THEN SURNAME)	IF GIVEN BY INDIVIDUAL(S) RECORD DATE OF BIRTH DAY MONTH YEAR	SEX	
		M	F
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE "A"

(Description of Collateral)

If space is insufficient attach additional page headed Page 2 of Schedule "A".

SCHEDULE "B"

(Location of Collateral)

If space is insufficient attach additional page headed Page 2 of Schedule "B".

DATE RECEIVED
.....
RECORDED
APPROVED
E.O.
AUDITOR

This is Exhibit "12" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

GENERAL SECURITY AGREEMENT

1. Sustainable Blue Inc. (NAME OF CUSTOMER)
of 20 MacDonald Avenue, Dartmouth, NS B3B 1C5 (the "Customer")
(ADDRESS OF CUSTOMER)

for valuable consideration grants, assigns, transfers, sets over, mortgages and charges to THE BANK OF NOVA SCOTIA, at its Branch located at 4715 TAHOE BOULEVARD, MISSISSAUGA, ON L4W 0B4
(ADDRESS OF BRANCH)

(the "Bank") as and by way of a fixed and specific mortgage and charge, and grants to the Bank, a security interest in the present and after acquired undertaking and property (other than consumer goods) of the Customer including without limitation all the right title, interest and benefit which the Customer now has or may hereafter have in all property of the kinds hereinafter described (the "Collateral"):

- (a) all goods comprising the inventory of the Customer including but not limited to goods held for sale or lease or that have been leased or consigned to or by the Customer or furnished or to be furnished under a contract of service or that are raw materials, work In process or materials used or consumed in a business or profession or finished goods and timber cut or to be cut, oil, gas, hydrocarbons, and minerals extracted or to be extracted, all livestock and the young and unborn young thereof and all crops;
- (b) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property, whether described in Schedule "A" hereto or not;
- (c) all accounts, including deposit accounts in banks, credit unions, trust companies and similar institutions, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Customer, and all claims of any kind which the Customer now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
- (d) all chattel paper;
- (e) all money;
- (f) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (g) all instruments, including but not limited to bills, notes, cheques, letters of credit, and advices of credit;
- (h) all investment property, including but not limited to shares, stock, warrants, bonds, debentures, debenture stock and other securities (whether evidenced by a security certificate or an uncertificated security) and financial assets, security entitlements, securities accounts, futures contracts and futures accounts;
- (i) all intangibles including but not limited to contracts, agreements, options, clearing house options, permits, licences, consents, approvals, authorizations, orders, judgments, certificates, rulings, insurance policies, agricultural and other quotas, subsidies, franchises, immunities, privileges, and benefits and all goodwill, patents, trade marks, trade names, trade secrets, inventions, processes, copyrights and other industrial or intellectual property;
- (j) with respect to the personal property described in subparagraphs (a) to (i) inclusive, all books, accounts, invoices, letters, papers, documents, disks, and other records in any form, electronic or otherwise, evidencing or relating thereto; and all contracts, investment property, securities, instruments and other rights and benefits in respect thereof;
- (k) with respect to the personal property described in subparagraphs (a) to (j) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
- (l) with respect to the personal property described in subparagraphs (a) to (k) inclusive, all proceeds therefrom (other than consumer goods), including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom, and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument, security or investment property; and

In this Agreement, the words "goods", "consumer goods", "account", "account debtor", "inventory", "crops", "equipment", "fixtures", "chattel paper", "document of title", "instrument", "money", "security", or "securities", "intangible", "receiver", "proceeds", "accessions", "certificated security", "clearing house option", "control", "financial asset", "futures account", "futures contract", "futures intermediary", "investment property", "securities account", "securities intermediary", "security certificate", "security entitlement", and "uncertificated security" shall have the same meanings as their defined meanings where such words are defined in the Personal Property Security Act of the province or territory in which the Branch of the Bank mentioned in paragraph 1 is located, such Act including any amendments thereto, being referred to in this Agreement as "the PPSA". In this Agreement "Collateral" shall refer to "Collateral or any item thereof".

2. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all obligations of the Customer to the Bank, including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank in any currency or remaining unpaid by the Customer to the Bank in any currency, whether arising from dealings between the Bank and the

Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer and wherever incurred, and whether incurred by the Customer alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (the "Obligations").

3. The Customer hereby represents and warrants to the Bank that:

- (a) all of the Collateral is, or when the Customer acquires any right, title or interest therein, will be the sole property of the Customer free and clear of all security interests, mortgages, charges, hypothecs, liens or other encumbrances except as disclosed by the Customer to the Bank in writing;
- (b) the Collateral insofar as it consists of goods (other than inventory enroute from suppliers or enroute to customers or on lease or consignment) will be kept at the locations specified in Schedule "B" hereto or at such other locations as the Customer shall specify in writing to the Bank and subject to the provisions of paragraph 4(j) none of the Collateral shall be moved therefrom without the prior written consent of the Bank;
- (c) the Customer's chief executive office is located at the address specified in paragraph 1;
- (d) none of the Collateral consists of consumer goods; and
- (e) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Customer in accordance with its terms.

4. The Customer hereby agrees that:

- (a) the Customer shall diligently maintain, use and operate the Collateral and shall carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof;
- (b) the Customer shall cause the Collateral to be insured and kept insured to the full insurable value thereof with reputable insurers against loss or damage by fire and such other risks as the Bank may reasonably require and shall maintain such insurance with loss if any payable to the Bank and shall lodge such policies with the Bank;
- (c) the Customer shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to the Bank, when required, the receipts and vouchers establishing such payment;
- (d) the Customer shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- (e) the Customer shall keep proper books of account in accordance with sound accounting practice, shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require, and the Customer shall permit the Bank or its authorized agents at any time at the expense of the Customer to examine all books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;
- (f) the Customer shall furnish to the Bank such information with respect to the Collateral and the insurance thereon as the Bank may from time to time require and shall give written notice to the Bank of all litigation before any court, administrative board or other tribunal affecting the Customer or the Collateral;
- (g) the Customer shall defend the title to the Collateral against all persons and shall keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances except for those disclosed to the Bank in writing prior to the execution of this Agreement or hereafter approved in writing by the Bank prior to their creation or assumption;
- (h) the Customer shall, upon request by the Bank, execute and deliver all such financing statements, certificates, further assignments and documents and do all such further acts and things as may be considered by the Bank to be necessary or desirable to give effect to the intent of this Agreement and the Customer hereby irrevocably constitutes and appoints the Manager or Acting Manager for the time being of the Branch of the Bank mentioned in paragraph 1, the true and lawful attorney of the Customer, with full power of substitution, to do any of the foregoing in the name of the Customer whenever and wherever the Bank may consider it to be necessary or desirable;
- (i) the Customer shall promptly notify the Bank in writing of any event which occurs that would have a material adverse effect upon the Collateral or upon the financial condition of the Customer and immediately upon the Customer's acquisition of rights in any vehicle, mobile home, trailer, boat, outboard motor for a boat, aircraft or aircraft engine, shall promptly provide the Bank with full particulars, including serial number, of such Collateral; and
- (j) the Customer will not change its name or the location of its chief executive office or place of business or sell, exchange, transfer, assign or lease or otherwise dispose of or change the use of the Collateral or any interest therein or modify, amend or terminate any chattel paper, document of title, instrument, security, investment property or intangible, without the prior written consent of the Bank, except that the Customer may, until an event of default set out in paragraph 9 occurs, sell or lease inventory in the ordinary course of the Customer's business.

5. Until an event of default occurs, the Customer may use the Collateral in any lawful manner not inconsistent with this Agreement or any other agreement to which the Bank and the Customer are parties, but the Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Customer agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith, and for such purpose shall permit the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Customer to examine and inspect the Collateral and related records and documents.

6. Before or after an event of default occurs, the Bank may give notice to any or all account debtors of the Customer and to any or all persons liable to the Customer under an instrument to make all further payments to the Bank and any payments or other proceeds of Collateral received by the Customer from account debtors or from any persons liable to the Customer under an instrument, whether before or after such notice is given by the Bank, shall be held by the Customer in trust for the Bank and paid over to the Bank upon request. The Bank may take charge of all proceeds of Collateral and may apply any money taken as Collateral to the satisfaction of the Obligations secured hereby. The Bank may hold as additional security any increase or profits, except money, received from any Collateral in the Bank's possession, and may apply any money received from such Collateral to reduce the Obligations secured hereby and may hold any balance as additional security for such part of the Obligations as may not yet be due, whether absolute or contingent. The Bank will not be obligated to keep any Collateral separate or identifiable. In the case of any instrument, security, investment property or chattel paper comprising part of the Collateral, the Bank will not be obligated to take any necessary or other steps to preserve rights against other persons.

7. Before or after an event of default occurs, the Bank may have any Collateral comprising instruments, shares, stock, warrants, bonds, debentures, debenture stock, securities or other investment property, registered in its name or in the name of its nominee and shall be entitled but not bound or required to vote in respect of such Collateral at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights which the holder of such Collateral may at any time have. The Customer will also take such steps as the Bank requires to enable the Bank to obtain and maintain control of any investment property, including but not limited to arranging for any issuer of uncertificated securities, securities intermediary or futures intermediary to enter into an agreement satisfactory to the Bank to enable the Bank to obtain and maintain control. The Bank shall not be responsible for any loss occasioned by the exercise of any of any rights contemplated in this paragraph or by failure to exercise the same within the time limited for the exercise thereof.

8. Upon the Customer's failure to perform any of its duties hereunder, the Bank may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Customer shall pay to the Bank, forthwith upon written demand therefor, an amount equal to the costs, fees and expenses incurred by the Bank in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate of 3% per annum over the Prime Lending Rate of the Bank in effect from time to time. The "Prime Lending Rate of the Bank" means the variable per annum, reference rate of interest as announced and adjusted by the Bank from time to time for loans made by the Bank in Canada in Canadian dollars.

9. The happening of any one or more of the following events shall constitute an event of default under this Agreement:

- (a) if the Customer does not pay when due any of the Obligations;
- (b) if the Customer does not perform any provisions of this Agreement or of any other agreement to which the Customer and the Bank are parties;
- (c) if the Customer ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent makes an assignment or proposal under the Bankruptcy and Insolvency Act, takes advantage of provisions for relief under the Companies' Creditors Arrangement Act or any other legislation for the benefit of insolvent debtors, transfers all or substantially all of its assets, or proposes a compromise or arrangement to its creditors;
- (d) if the Customer enters into any reconstruction, reorganization, amalgamation, merger or other similar arrangement;
- (e) if any proceeding is taken with respect to a compromise or arrangement or to have the Customer declared bankrupt or wound up, or if any proceeding is taken, whether in court or under the terms of any agreement or appointment in writing, to have a receiver appointed of any Collateral or if any encumbrance becomes enforceable against any Collateral;
- (f) if any execution, sequestration or extent or any other process of any court becomes enforceable against the Customer or if any distress or analogous process is levied upon any Collateral;
- (g) if the Bank in good faith believes and has commercially reasonable grounds for believing that the prospect of payment or performance of any Obligation is or is about to be impaired or that any Collateral is or is about to be in danger of being lost, damaged, confiscated or placed in jeopardy.

10. If an event of default occurs, the Bank may withhold any future advances and may declare that the Obligations shall immediately become due and payable in full, and the Bank may proceed to enforce payment of the Obligations and the Customer and the Bank shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and other applicable legislation and those provided by this Agreement. The Bank may take possession of the Collateral, enter upon any premises of the Customer, otherwise enforce this Agreement, enforce its rights under any agreement with any issuer of uncertificated securities, securities intermediary or futures intermediary and enforce any rights of the Customer in respect of the Collateral by any manner permitted by law and may use the Collateral in the manner and to the extent that the Bank may consider appropriate and may hold, insure, repair, process, maintain, protect, preserve, prepare for disposition and dispose of the same and may require the Customer to assemble the Collateral and deliver or make the Collateral available to the Bank at a reasonably convenient place designated by the Bank.

11. Where required to do so by the PPSA, or other relevant legislation, the Bank shall give to the Customer the written notice required by the PPSA or such other relevant legislation of an intended enforcement or disposition of the Collateral by serving such notice personally on the Customer or by mailing such notice by registered mail to the last known post office address of the Customer or by electronic transmission to the last known electronic mailing or transmission address of the Customer or by any other method authorized or permitted by the PPSA or such other relevant legislation.

12. If an event of default occurs, the Bank may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be a receiver of the Collateral and may remove any receiver so appointed by the Bank and appoint another in his stead; and any such receiver appointed by instrument in writing shall, to the extent permitted by applicable law or to such lesser extent permitted, have all of the rights, benefits and powers of the Bank hereunder or under the PPSA or otherwise and without limitation have power (a) to take possession of the Collateral, (b) to carry on all or any part or parts of the business of the Customer, (c) to borrow money required for the seizure, retaking, repossession, holding, insurance, repairing, processing, maintaining, protecting, preserving, preparing for disposition, disposition of the Collateral and for any other enforcement of this Agreement or for the carrying on of the business of the Customer on the security of the Collateral in priority to the security interest created under this Agreement, and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, lease or other disposition either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine provided that if any such disposition involves deferred payment the Bank will not be accountable for and the Customer will not be entitled to be credited with the proceeds of any such disposition until the monies therefore are actually received; and further provided that any such receiver shall be deemed the agent of the Customer and the Bank shall not be in any way responsible for any misconduct or negligence of any such receiver.

13. Any proceeds of any disposition of any Collateral may be applied by the Bank to the payment of expenses incurred or paid in connection with seizing, repossessing, retaking, holding, repairing, processing, insuring, preserving, preparing for disposition and disposing of the Collateral (including reasonable solicitor's fees and legal expenses and any other reasonable expenses), and any balance of such proceeds may be applied by the Bank towards the payment of the Obligations in such order of application as the Bank may from time to time effect. All such expenses and all amounts borrowed on the security of the Collateral under paragraph 12 shall bear interest at the rate of 3% per annum over the Prime Lending Rate of the Bank in effect from time to time, shall be payable by the Customer upon demand and shall be Obligations under this Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the expenses incurred by the Bank, the Customer shall be liable to pay any deficiency to the Bank on demand.

14. The Customer and the Bank further agree that:

- (a) the Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Customer, debtors of the Customer, sureties and others and with the Collateral or other security as the Bank may see fit without prejudice to the liability of the Customer and the Bank's rights under this Agreement
- (b) this Agreement shall not be considered as satisfied or discharged by any intermediate payment of all or any part of the Obligations but shall constitute and be a continuing security to the Bank for a current or running account and shall be in addition to and not in substitution for any other security now or hereafter held by the Bank;
- (c) nothing in this Agreement shall obligate the Bank to make any loan or accommodation to the Customer or extend the time for payment or satisfaction of the Obligations;
- (d) any failure by the Bank to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations secured by this Agreement shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Obligations secured by this Agreement;
- (e) all rights of the Bank under this Agreement shall be assignable and in any action brought by an assignee to enforce such rights, the Customer shall not assert against the assignee any claim or defence which the Customer now has or may hereafter have against the Bank;
- (f) all rights of the Bank under this Agreement shall enure to the benefit of its successors and assigns and all obligations of the Customer under this Agreement shall bind the Customer, his heirs, executors, administrators, successors and assigns;
- (g) if more than one Customer executes this Agreement their obligations under this Agreement shall be joint and several, and the Obligations shall include those of all or any one or more of them;
- (h) if the Customer is a corporation, The Limitation of Civil Rights Act of the province of Saskatchewan shall have no application to this Agreement or to any agreement or instrument renewing or extending or collateral to this Agreement or to the rights, powers or remedies of the Bank under this Agreement;
- (i) this Agreement shall be governed in all respects by the laws of the jurisdiction in which the Branch of the Bank mentioned in paragraph 1 is located;
- (j) the time for attachment of the security interest created hereby has not been postponed and is intended to attach when this Agreement is signed by the Customer and attaches at that time to Collateral in which the Customer then has any right, title or interest and attaches to Collateral in which the Customer subsequently acquires any right title or interest at the time when the Customer first acquires such right, title or interest.

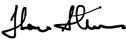
The Customer acknowledges receiving a copy of this Agreement.

The Customer expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by the Bank in connection with this Agreement or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.

Signed this 19 day of October .

Customer: Sustainable Blue Inc.

Witness:

by:  TITLE Thane Stevens, Director

by: TITLE

FULL NAME AND ADDRESS OF THE CUSTOMER (FOR INDIVIDUAL(S), INSERT FIRST GIVEN NAME, INITIAL OF SECOND GIVEN NAME, (FULL SECOND NAME IN ALBERTA, SASKATCHEWAN AND BRITISH COLUMBIA) IF ANY, THEN SURNAME)	IF GIVEN BY INDIVIDUAL(S) RECORD DATE OF BIRTH DAY MONTH YEAR	SEX	
		M	F
Sustainable Blue Inc., 20 MacDonald Ave., Dartmouth NS B3B 1C5	06121959	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE "A"

(Description of Collateral)

See Collateral described in the Perfection Certificate delivered to the Bank on the date hereof (as may be further updated from time to time).

SCHEDULE "B"

(Location of Collateral)

See locations described in the Perfection Certificate delivered to the Bank on the date hereof (as may be further updated from time to time).

DATE RECEIVED
.....
RECORDED
APPROVED
E.O.
AUDITOR

The Customer acknowledges receiving a copy of this Agreement.

The Customer expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by the Bank in connection with this Agreement or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.

Signed this 19 day of October .

Customer: Sustainable Blue Inc.

Witness:

by: TITLE

by: *Kirk Havercroft*
TITLE Kirk Havercroft, CEO and Secretary

FULL NAME AND ADDRESS OF THE CUSTOMER (FOR INDIVIDUAL(S), INSERT FIRST GIVEN NAME, INITIAL OF SECOND GIVEN NAME, (FULL SECOND NAME IN ALBERTA, SASKATCHEWAN AND BRITISH COLUMBIA) IF ANY, THEN SURNAME)	IF GIVEN BY INDIVIDUAL(S) RECORD DATE OF BIRTH DAY MONTH YEAR	SEX	
		M	F
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

SCHEDULE "A"

(Description of Collateral)

See Collateral described in the Perfection Certificate delivered to the Bank on the date hereof (as may be further updated from time to time).

SCHEDULE "B"

(Location of Collateral)

See locations described in the Perfection Certificate delivered to the Bank on the date hereof (as may be further updated from time to time).

DATE RECEIVED
.....
RECORDED
APPROVED
E.O.
AUDITOR

This is Exhibit "13" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024

A handwritten signature in blue ink, appearing to read "David Wedlake", written over a horizontal line.

David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

IN CONSIDERATION OF THE BANK OF NOVA SCOTIA (hereinafter called the "Bank") agreeing to deal with or to continue to deal with the Customer (as hereinafter defined) and/or the Undersigned it is hereby agreed between the Undersigned and the Bank, at its Branch located at

4715 TAHOE BOULEVARD MISSISSAUGA ON

as follows:

- a and b are
alternatives.
Strike out
whichever is
inappropriate.

6. The Bank shall not be bound to realize any of the Collateral or to allow any of the Collateral to be sold and shall not be responsible for any loss occasioned by any sale or failure to sell or enforce any of the Collateral; and the Bank shall not be bound to protest any of the Collateral nor to perform any act to prevent prescription thereof nor to protect any of the Collateral from depreciating in value or becoming worthless; and the Bank shall not be bound to examine lists of drawn or redeemed bonds or notices relating to coupons or dividends nor to advise the Undersigned of the expiry of rights or warrants in connection with any of the Collateral.
7. The Bank shall not be bound to collect any interest, dividends, income or revenue payable in respect of any of the Collateral but all such interest, dividends, income or revenue, if received by the Undersigned, shall forthwith be paid to the Bank.
8. The Bank may grant extensions, take and give up Collateral, accept compositions, grant releases and discharges and otherwise deal with the Collateral and all parties thereto as the Bank thinks fit without affecting the said indebtedness and liability of the Undersigned or the Customer to the Bank and without prejudice to the rights of the Bank in respect of the Collateral.
9. The Bank may have any of the Collateral registered in its name or in the name of its nominee, and shall be entitled but not bound or required to vote in respect of the Collateral at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights which the holder of the Collateral may at any time have. The Undersigned will also take such steps as the Bank requires to enable the Bank to obtain and maintain control of any investment property, including but not limited to arranging for any issuer of uncertificated securities, securities intermediary or futures intermediary to enter into an agreement satisfactory to the Bank to enable the Bank to obtain and maintain control. The Bank shall not be responsible for any loss occasioned by the exercise of any of rights contemplated in this paragraph or by failure to exercise the same within the time limited for the exercise thereof.
10. Where any of the Collateral consists of an unaccepted bill, all present and future claims of the Undersigned against the drawee and others to the extent of the amount of such bill are hereby assigned to the Bank.
11. The Undersigned hereby irrevocably constitutes and appoints any officer of the Bank the true and lawful attorney of the Undersigned in the name and on behalf of the Undersigned from time to time to endorse and transfer to the Bank or its nominee any of the Collateral which may require endorsement or transfer, in order that full title to the same may be vested in the Bank or its nominee.

IN WITNESS WHEREOF this Agreement has been executed as if under seal at _____

*Witness
name and
address
required if
not a bank
officer

WITNESS:

_____ this 19 day of October, 2021.

CUSTOMER: Sustainable Fish Farming (Canada) Limited



SIGNATURE

Authorized Signatory (Name, Title): Thane Stevens
Director

SIGNATURE

Authorized Signatory (Name, Title):

DATE RECEIVED
AUDITOR
RECORDED
APPROVED
E.O.

6. The Bank shall not be bound to realize any of the Collateral or to allow any of the Collateral to be sold and shall not be responsible for any loss occasioned by any sale or failure to sell or enforce any of the Collateral; and the Bank shall not be bound to protest any of the Collateral nor to perform any act to prevent prescription thereof nor to protect any of the Collateral from depreciating in value or becoming worthless; and the Bank shall not be bound to examine lists of drawn or redeemed bonds or notices relating to coupons or dividends nor to advise the Undersigned of the expiry of rights or warrants in connection with any of the Collateral.
7. The Bank shall not be bound to collect any interest, dividends, income or revenue payable in respect of any of the Collateral but all such interest, dividends, income or revenue, if received by the Undersigned, shall forthwith be paid to the Bank.
8. The Bank may grant extensions, take and give up Collateral, accept compositions, grant releases and discharges and otherwise deal with the Collateral and all parties thereto as the Bank thinks fit without affecting the said indebtedness and liability of the Undersigned or the Customer to the Bank and without prejudice to the rights of the Bank in respect of the Collateral.
9. The Bank may have any of the Collateral registered in its name or in the name of its nominee, and shall be entitled but not bound or required to vote in respect of the Collateral at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights which the holder of the Collateral may at any time have. The Undersigned will also take such steps as the Bank requires to enable the Bank to obtain and maintain control of any investment property, including but not limited to arranging for any issuer of uncertificated securities, securities intermediary or futures intermediary to enter into an agreement satisfactory to the Bank to enable the Bank to obtain and maintain control. The Bank shall not be responsible for any loss occasioned by the exercise of any of rights contemplated in this paragraph or by failure to exercise the same within the time limited for the exercise thereof.
10. Where any of the Collateral consists of an unaccepted bill, all present and future claims of the Undersigned against the drawee and others to the extent of the amount of such bill are hereby assigned to the Bank.
11. The Undersigned hereby irrevocably constitutes and appoints any officer of the Bank the true and lawful attorney of the Undersigned in the name and on behalf of the Undersigned from time to time to endorse and transfer to the Bank or its nominee any of the Collateral which may require endorsement or transfer, in order that full title to the same may be vested in the Bank or its nominee.

IN WITNESS WHEREOF this Agreement has been executed as if under seal at _____

*Witness
name and
address
required if
not a bank
officer

WITNESS:

CUSTOMER: Sustainable Fish Farming (Canada) Limited

this 19 day of October, 2021.

SIGNATURE

Authorized Signatory (Name, Title):



SIGNATURE

Authorized Signatory (Name, Title): **James Lawley**
Director

DATE RECEIVED
AUDITOR
RECORDED
APPROVED
E.O.

This is Exhibit "14" to the affidavit of Thane
Stevens, sworn to before me at Halifax, Nova
Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

Hypothecation - Special

IN CONSIDERATION OF THE BANK OF NOVA SCOTIA (hereinafter called the "Bank") agreeing to deal with or to continue to deal with the Customer (as hereinafter defined) and/or the Undersigned it is hereby agreed between the Undersigned and the Bank, at its Branch located at

4715 TAHOE BOULEVARD MISSISSAUGA ON

(Address of Branch)

as follows:

1. In this Agreement, "Property" means the following present and future property of the Undersigned:
 - (a) all guaranteed investment certificates, term deposits and other deposits in or issued by banks, credit unions, trust companies and similar institutions;
 - (b) all chattel paper, including but not limited to lien notes;
 - (c) all instruments, including but not limited to bills and notes;
 - (d) all investment property, including but not limited to shares, stock, warrants, bonds, debentures, debenture stock and other securities (whether evidenced by a security certificate or an uncertificated security) and financial assets, security entitlements, securities accounts, futures contracts and futures accounts;
 - (e) all gold certificates and other investments in any medium;
 - (f) with respect to the personal property described in subparagraphs (a) to (e) inclusive, all records in any form, electronic or otherwise, evidencing or relating thereto; and all contracts, investment property, instruments and other rights and benefits in respect thereof;
 - (g) with respect to the personal property described in subparagraphs (a) to (f) inclusive, all renewals, substitutions and replacements thereof and all increases and additions thereto;
 - (h) with respect to the personal property described in subparagraphs (a) to (g) inclusive, all proceeds therefrom (other than consumer goods), including personal property in any form derived directly or indirectly from any dealing with such property or proceeds therefrom, and any payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of any such property.
2. In this Agreement, the words "consumer goods", "instrument", "money", "security", or "securities", "proceeds", "certificated security", "control", "financial asset", "futures account", "futures contract", "futures intermediary", "investment property", "securities account", "securities intermediary", "security certificate", "security entitlement" and "uncertificated security" shall have the same meanings as their defined meanings where such words are defined in the Personal Property Security Act of the Province or Territory in which this branch of the Bank mentioned above is located, such Act including any amendments thereto, being referred to in this Agreement as "the PPSA". In this Agreement "Collateral" shall refer to "Collateral or any item thereof".
3. The Undersigned hereby grants to the Bank a security interest in:
 - (a) all Property described in subparagraphs 1(a) to (e) that is now or hereafter lodged with the Bank, or that is an obligation of the Bank or any affiliate of the Bank to the Undersigned, or over which the Bank has control, together in each case with all Property described in subparagraphs 1(f) to (h) relating thereto;
 - ~~(b) the following Property, and all Property described in subparagraphs 1(f) to (h) relating thereto:~~

(hereinafter collectively called the "Collateral").
4. The security interest granted by this Agreement shall be held by the Bank as security for the payment to the Bank of the present and future indebtedness and liability of the Undersigned and each other Credit Party (as such term is defined in the Credit Agreement dated the date hereof among TCAS Holdings Limited, as borrower, TCAS IP Inc. and Sustainable Fish Farming (Canada) Limited, as guarantors, and the Bank, as lender (as may be amended, restated, supplemented or modified from time to time)) (the Undersigned and such Credit Parties referred to collectively herein as the "Customer").
5. If default is made in payment of any such indebtedness or liability or if, before payment is due, the value of any of the Collateral in the opinion of the Bank, has depreciated and further Collateral of sufficient value, in the opinion of the Bank, to cover such depreciation in value has not been lodged with the Bank under this Agreement, the Bank, without notice, advertisement, demand for payment or any other formality (all of which are hereby waived), may sell the Collateral by public or private sale, enforce its rights under any agreement with any issuer of uncertificated securities, securities intermediary or futures intermediary or otherwise deal with the Collateral and enforce its rights in such manner as it thinks fit and may hold the proceeds in lieu of any Collateral realized and appropriate the same on account of such parts of the said indebtedness and liability as the Bank thinks fit. All costs and expenses incurred by the Bank in respect of the Collateral and the realization thereof shall be added to the said indebtedness and liability and shall be a first charge upon the proceeds received.

a and b are
alternatives.
Strike out
whichever is
inappropriate.

6. The Bank shall not be bound to realize any of the Collateral or to allow any of the Collateral to be sold and shall not be responsible for any loss occasioned by any sale or failure to sell or enforce any of the Collateral; and the Bank shall not be bound to protest any of the Collateral nor to perform any act to prevent prescription thereof nor to protect any of the Collateral from depreciating in value or becoming worthless; and the Bank shall not be bound to examine lists of drawn or redeemed bonds or notices relating to coupons or dividends nor to advise the Undersigned of the expiry of rights or warrants in connection with any of the Collateral.
7. The Bank shall not be bound to collect any interest, dividends, income or revenue payable in respect of any of the Collateral but all such interest, dividends, income or revenue, if received by the Undersigned, shall forthwith be paid to the Bank.
8. The Bank may grant extensions, take and give up Collateral, accept compositions, grant releases and discharges and otherwise deal with the Collateral and all parties thereto as the Bank thinks fit without affecting the said indebtedness and liability of the Undersigned or the Customer to the Bank and without prejudice to the rights of the Bank in respect of the Collateral.
9. The Bank may have any of the Collateral registered in its name or in the name of its nominee, and shall be entitled but not bound or required to vote in respect of the Collateral at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights which the holder of the Collateral may at any time have. The Undersigned will also take such steps as the Bank requires to enable the Bank to obtain and maintain control of any investment property, including but not limited to arranging for any issuer of uncertificated securities, securities intermediary or futures intermediary to enter into an agreement satisfactory to the Bank to enable the Bank to obtain and maintain control. The Bank shall not be responsible for any loss occasioned by the exercise of any of rights contemplated in this paragraph or by failure to exercise the same within the time limited for the exercise thereof.
10. Where any of the Collateral consists of an unaccepted bill, all present and future claims of the Undersigned against the drawee and others to the extent of the amount of such bill are hereby assigned to the Bank.
11. The Undersigned hereby irrevocably constitutes and appoints any officer of the Bank the true and lawful attorney of the Undersigned in the name and on behalf of the Undersigned from time to time to endorse and transfer to the Bank or its nominee any of the Collateral which may require endorsement or transfer, in order that full title to the same may be vested in the Bank or its nominee.

IN WITNESS WHEREOF this Agreement has been executed as if under seal at _____

*Witness
name and
address
required if
not a bank
officer

WITNESS:

CUSTOMER: TCAS Holdings Limited

Witness Name:

Witness Address:

SIGNATURE

Authorized Signatory (Name, Title): Thane Stevens, President

Witness Name:

Witness Address:

SIGNATURE

Authorized Signatory (Name, Title):

DATE RECEIVED
AUDITOR
RECORDED
APPROVED
E.O.

This is Exhibit "15" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024

A handwritten signature in blue ink, appearing to read "David Wedlake", written over a horizontal line.

David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

INSURANCE ASSIGNMENT, WARRANTY AND UNDERTAKING

TO: The Bank of Nova Scotia, as Lender

Re: Credit agreement made as of the date hereof among TCAS Holdings Limited, as borrower, Sustainable Fish Farming (Canada) Limited and TCAS IP Inc., as guarantors, and the Assignee, as Lender, as the same may be refinanced, amended, restated, supplemented or otherwise modified from time to time. Defined terms used herein but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

For valuable consideration, each of the undersigned hereby:

1. Represents and warrants that:
 - (a) all insurable property of it required to be insured by the terms of the Credit Agreement and subject to the Lender's security interest therein has been insured in accordance with the terms of the Credit Agreement;
 - (b) full particulars of the said policies of insurance are set forth in the insurance binders (collectively, the "**Insurance Binders**") attached hereto; and
 - (c) the Lender's interest is shown thereon, for property and casualty insurance, as "loss payee" and contains the IBC standard mortgage clause, and for all third party liability insurance, as an "additional insured".
2. Assigns in favour of the Lender as a general and continuing collateral security, all its right, title and interest in and to the policies of insurance applicable to such undersigned set forth in the applicable Insurance Binder attached hereto, together with all other existing or future insurance policies pertaining to any property or assets over which the Lender holds or may hold security (collectively, the "**Collateral**"). For greater certainty, this assignment shall include all benefit, power and advantage to be derived under such policies and all proceeds in any way arising therefrom.
3. Undertakes to:
 - (a) maintain all of its policies in good standing and include in all such policies such risk coverage and loss limits as may be acceptable to the Lender, in accordance with the terms of the Credit Agreement;
 - (b) order forthwith and deliver to the Lender upon receipt, a certified copy of all of such undersigned's insurance policies set forth in the attached Insurance Binders; and
 - (c) at the Lender's request, do all acts and things and to provide such other instruments, documents, consents, directions and further assurances (including further specific assignments) as may be required to give full force and effect to the purpose and intent hereof.

4. Acknowledges that it makes these representations, statements and undertakings knowing that the Lender will be acting in reliance thereon in making financial accommodations to the Borrower.
5. This Assignment shall be a continuing assignment in every respect only until the Secured Obligations Termination Date. On or any time after the Secured Obligations Termination Date, the Lender will execute and deliver to the undersigned such releases, discharges and re-assignments as the undersigned may reasonably require.

A copy of this Assignment and the attachments thereto may be forwarded to any insurer, broker or agent of any of the undersigned (as applicable) and shall constitute the sole authority and instruction to amend any subsisting policy to note the Lender's interest as required, and to forward certified copies to the Lender or its solicitors.

This Assignment shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

Dated this 9th day of March, 2021.

**SUSTAINABLE FISH FARMING
(CANADA) LIMITED**

By: 

Name: Thane Stevens

Title: Director

By: _____

Name:

Title:

SCHEDULE OF INSURANCE COVERAGE

See Insurance Binders attached.

This is Exhibit "16" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

ASSIGNMENT OF MATERIAL CONTRACTS

THIS ASSIGNMENT is made as of March 9, 2021

BY:

SUSTAINABLE FISH FARMING (CANADA) LIMITED

(the “Assignor”)

IN FAVOUR OF:

THE BANK OF NOVA SCOTIA, as Lender

(the “Assignee”)

WHEREAS certain credit facilities have been extended to the Assignor pursuant to the Credit Agreement;

AND WHEREAS in order to further secure the payment and performance of the Obligations, the Assignee has requested, among other things, that the Assignor enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement (including in the recitals hereto), unless something in the subject matter or context is inconsistent therewith, all capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. In addition, the following terms shall have the following meanings:

- (a) **“Agreement”** means this agreement as amended, modified, supplemented or restated from time to time.
- (b) **“Credit Agreement”** means the credit agreement made as of the date hereof among TCAS Holdings Limited, as borrower, the Assignor and TCAS IP Inc., as guarantors, and the Assignee, as Lender, as the same may be refinanced, amended, restated, supplemented or otherwise modified from time to time.
- (c) **“Event of Default”** means:

- (a) until the Facilities Termination Date, an Event of Default (for the purposes of this clause (a) only, as defined in the Credit Agreement); and
- (b) at any time thereafter and until the Secured Obligations Termination Date, an event of default or termination event under any agreement entered into by a Credit Party and the Lender in connection with any Interest Rate Management Product or other hedging, foreign-exchange or interest rate swap arrangement.
- (d) **“Facilities Termination Date”** means the date on which all Obligations of the Borrower under or in connection with the NRT Facility have been permanently paid in full and the Lender has no commitment to provide credit to the Borrower under or in connection with the NRT Facility.
- (e) **“Material Contracts”** means, collectively, the Material Agreements and the Material Permits, together with all amendments, supplements, restatements or replacements from time to time, and references to **“Material Contract”** means the Material Contracts and any one of them.
- (f) **“Third Parties”** means all of the parties to the Material Contracts other than the Assignor, and **“Third Party”** means any one of them as the context requires.

1.2 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Extended Meaning

In this Agreement words importing the singular number also include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations. A reference to any one or more of the Assignor or the Assignee shall be deemed to be a reference to the respective successors and assigns of such party.

ARTICLE 2 ASSIGNMENT, ETC.

2.1 Assignment

Upon and subject to the terms, conditions and provisions herein contained, the Assignor hereby assigns, transfers and sets over to and in favour of the Assignee, as and by way of a first fixed and specific assignment (subject to Permitted Liens) as security, all of its right, title, estate and interest in, to, under and in respect of:

- (a) any and all Material Contracts;
- (b) all benefit, power and advantage of the Assignor to be derived from the Material Contracts and all covenants, obligations, agreements, and undertakings of the parties thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor;
- (c) all revenues and other monies now due and payable or hereafter to become due and payable to the Assignor under the Material Contracts or in connection therewith, with full power and authority following the occurrence of an Event of Default to demand, sue for, recover, receive and give receipts for all such revenues and other monies; and
- (d) all books, accounts, invoices, letters, papers, contracts and documents in any way exclusively relating to the Material Contracts which are required to evidence the assignment thereof hereunder;

and in, to and under all amendments, modifications, extensions, renewals and replacements of any of the foregoing and all rights, remedies, powers, privileges and claims of the Assignor thereunder (whether arising pursuant thereto or available to the Assignor at law or in equity) and each and every one of them, to hold and receive the same unto the Assignee with full power and authority following the occurrence of an Event of Default to demand, collect, sue for, recover, receive and give receipts for payments and to enforce payment of the same in accordance with and subject to the terms of this Agreement and the Credit Agreement; provided, however, if any one or more of the Material Contracts is not assignable or is only assignable upon consent, this Agreement will not have the effect of assigning any right, title and interest that would otherwise have been assigned hereunder and the Assignor will hold such right, title and interest in trust for the Assignee for the purposes hereof. The Assignor covenants and agrees that, to the extent required to permit the assignment of a Material Contract to the Assignee pursuant to this Agreement, the Assignor shall obtain from the other party or parties to such Material Contract, an acknowledgement and consent relating to this Agreement, in form and content acceptable to the Assignee.

This Agreement shall be held by the Assignee as additional security for the due payment and performance by the Assignor of the Obligations.

2.2 Performance of Obligations

The Assignor covenants to observe and perform or cause to be observed and performed, as and when required, all of its covenants, obligations, agreements and undertakings under all and each of the Material Contracts and will use all reasonable commercial efforts to cause the other parties to each Material Contract to observe and perform all of their covenants, obligations, agreements and undertakings thereunder.

2.3 No Liability

Nothing herein contained shall render the Assignee, its agents, employees or any other Person for whom the Assignee is in law responsible liable to any Person for the fulfilment or non-fulfilment of the obligations, covenants and agreements, including but not limited to the payment of any monies thereunder or in respect thereto, of the Assignor under any Material Contract.

2.4 Service and Registration

The Assignee shall have the right at any time and from time to time after the occurrence of an Event of Default to serve the present Agreement or notice thereof on any one or more of the other parties to the Material Contracts. The Assignor agrees that the other party or parties to the Material Contracts may rely upon any notice given or purporting to be given by the Assignee or on its behalf pursuant to this Agreement and no deficiency in form or substance thereof shall affect the validity of such notice. The Assignor hereby waives as against the other party or parties to the Material Contracts any claims it may otherwise have by reason of the other party's or parties' acting on such notice. The Assignee shall also have the right at any time and without notice to the Assignor to cause the present Agreement or notice thereof to be registered or filed in any place or office where the Assignee or its counsel deems advisable or necessary.

2.5 Attorney of the Assignor

The Assignee, as attorney or agent of the Assignor and in its name (and the Assignor hereby so appoints and authorizes the Assignee) may, at any time and from time to time after the occurrence of an Event of Default exercise any of the rights, powers, authority and discretion which under the terms of any Material Contract could be exercised by the Assignor with respect to such Material Contract.

2.6 Performance Until Default

Until an Event of Default shall have occurred, the Assignor shall, subject to the express terms of the Credit Agreement and this Agreement, be entitled to deal with the Material Contracts and enforce and receive all of the benefits, advantages and powers thereunder, provided that nothing herein shall release, discharge, postpone, amend or otherwise affect the present assignment and security interest in and to the Material Contracts and the immediate attachment thereof. If an Event of Default shall occur, the Assignee may, but shall not be obligated to, exercise all rights, powers, authority and discretion of the Assignor in respect of the Material Contracts in its place and stead all of which is hereby consented to by the Assignor.

ARTICLE 3 DEFAULT

3.1 Rights of Assignee Upon Default

Whenever an Event of Default has occurred, without limiting the rights of the Assignee under or pursuant to this Agreement, the Credit Agreement or otherwise provided by law, the Assignee, shall have the authority:

- (a) to renew, amend or otherwise deal with any Material Contract, or make other agreements in respect of the Project or any part or parts thereof for such consideration and on such terms as it may deem appropriate, all in the name of the Assignor;
- (b) to perform, at the Assignor's expense any and all obligations or covenants of the Assignor under the Material Contracts and to enforce performance by the other parties to the Material Contracts of their obligations, covenants and agreements thereunder, all in the name of the Assignor;
- (c) to manage generally the Project and deal with the Material Contracts to the same extent as the Assignor could do; and
- (d) by instrument in writing, appoint any Person to be a receiver (which term shall include a manager and a receiver and manager) of the Project or any part thereof and may remove any receiver so appointed and appoint another in his stead; and any receiver so appointed shall have the authority to do any of the acts specified in Subsections (a), (b) and (c) hereof and further to take possession of and collect all revenues and other monies of all kinds payable to the Assignor in respect of the Material Contracts and pay therefrom all reasonable expenses of maintaining, preserving, protecting and operating the Project and all charges, the payment of which may be necessary to preserve and protect the Project and the Material Contracts,

the whole without any liability or responsibility of any kind on the part of the Assignee, its agents, employees or any other Person for whom the Assignee is in law responsible.

3.2 Exercise of Powers

Where any discretionary powers hereunder are vested in the Assignee or its agents, the same may be exercised with respect to the Assignee by an officer, investment manager, manager or authorized employee of the Assignee or its appointed agents, as the case may be.

3.3 Default Remedied

Whenever all outstanding Events of Default have been fully cured and all monies which the Assignee or its agents may have expended or become liable for in connection with the

Project have been fully repaid, the Assignor may resume dealing with the Material Contracts until a further Event of Default has occurred.

ARTICLE 4

ASSIGNOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Assignor's Representation and Warranty

The Assignor hereby represents and warrants to the Assignee that as at the date of this Agreement (i) each Material Contract is binding upon the Assignor and is a binding agreement of each other Person who is a party thereto; (ii) the Assignor has good right, full power and absolute authority to assign the Material Contracts in the manner herein set forth; (iii) no event has occurred and is continuing that would constitute a material breach or a material default under any Material Contract; (iv) the Assignor has not assigned, transferred, set over or granted a security interest in any of the Material Contracts ranking in priority to or *pari passu* with this Agreement; and (v) the Assignor has not executed any other instrument which might limit or prevent the Assignee from operating upon the terms and conditions of this Agreement.

4.2 Assignor's Covenants

The Assignor hereby covenants and agrees with the Assignee as follows:

- (a) Except as specifically permitted in the Credit Agreement, the Assignor shall not, without the prior written consent of the Assignee:
 - (i) cancel or terminate any of the Material Contracts in whole or in part if such cancellation or termination would result in a Material Adverse Change, except for the termination of any Material Contract by the Assignor as a result of default thereunder by the Third Party;
 - (ii) consent or agree to any set-off as between any material amounts owing by any Third Party under any Material Contract and any amounts which may be owing by the Assignor to any Third Party; or
 - (iii) alter, amend or waive, in any material respect, any of the Assignor's rights under any of the Material Contracts or permit any alteration, amendment or waiver, in any material respect, of any rights under any of the Material Contracts or permit any assignment of the Assignor's interest in any of the Material Contracts;

any of the foregoing purported to be agreed to, implemented or carried out except as permitted under the Credit Agreement or without the Assignee's prior written consent shall be null and void and of no force or effect and shall not be binding upon the Assignee.

- (b) Except as may be permitted pursuant to the Credit Agreement, the Assignor will not at any time during the term of this Agreement, assign, pledge, hypothecate or

otherwise transfer or grant a security interest in any of the Material Contracts, or any portion thereof except for Permitted Liens, without the prior written consent of the Assignee.

- (c) The Assignor will be and remain in full compliance in all material respects with all of its all of its covenants and obligations under all Material Contracts, and will forthwith deliver to the Assignee copies of any notices received by the Assignor from any Third Party under any Material Contract terminating (or purporting to terminate) such Material Contract.
- (d) The Assignor will advise the Assignee in writing of all new Material Contracts or any material amendments of existing Material Contracts entered into from time to time forthwith following the entering into thereof and will deliver forthwith a copy thereof to the Assignor.
- (e) The Assignor will provide written notice to the Assignee of any assignment made by a contracting party to a Material Contract.

ARTICLE 5 GENERAL

5.1 No Release

This Agreement shall remain in full force and effect without regard to, and the obligations of the Assignor and the other parties to the Material Contracts thereunder shall not be affected or impaired by:

- (a) any amendment, modification, replacement of or addition or supplement to the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (d) any merger, consolidation or amalgamation of the Assignor into or with any other Person; or
- (e) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignor.

5.2 Termination of this Agreement

The Assignee covenants and agrees with the Assignor that on and as of the Secured Obligations Termination Date, this Agreement shall be and become fully ended and terminated and all right, title, estate and interest in and with respect to each Material Contract assigned, transferred and set over by the Assignor hereunder shall revert to the Assignor and all covenants and agreements of the Assignor hereunder shall be at an end and the Assignee shall, upon the written request of the Assignor and at the expense of the Assignor, execute such discharges, re-assignments and other instruments and give such notifications or assurances as may be necessary to fully release, cancel and discharge this Agreement in the circumstances.

5.3 No Partnership

Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Assignor and the Assignee; it being understood and agreed that none of the provisions herein contained or any acts of the Assignee or of the Assignor, shall be deemed to create any relationship between the Assignee and the Assignor other than the relationship of assignee and assignor.

5.4 Rights and Remedies Cumulative

The rights or remedies given to the Assignee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Assignee may be entitled under the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee or at law and may be exercised whether or not the Assignee has pursued or is then pursuing any other such rights and remedies. Furthermore, nothing in this Agreement shall curtail or limit the remedies of the Assignee as permitted by law or any statute to a creditor, all such remedies being in addition to and not in substitution for any other rights of the Assignee under this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee.

5.5 Time of Essence

Time shall be of the essence of this Agreement.

5.6 Notices

Any demand, notice or communication to be made or given hereunder be delivered in accordance with the provisions of the Credit Agreement.

5.7 Waiver

No consent or waiver, express or implied, by the Assignee to or of any breach or default by the Assignor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the

performance by the Assignor hereunder. Failure on the part of the Assignee to complain of any act or failure to act of the Assignor or to declare the Assignor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Assignee of its rights hereunder.

5.8 Amendments

This Agreement may not be modified or amended except with the written consent of the parties hereto.

5.9 Continuing Security

This Agreement and the rights and remedies it creates are a continuing agreement and security, and shall bind the parties until discharge of this Agreement pursuant to Section 5.2 hereof.

5.10 After Acquired Property

The Assignor covenants and agrees that if and to the extent that its right, title and interest in any Material Contract is not acquired until after delivery of this Agreement, this Agreement shall nonetheless apply thereto and the security interest of the Assignee hereby created shall attach to any such Material Contract at the same time as the Assignor acquires rights therein, in accordance with and subject to the provisions of Section 2.1 hereof, without the necessity of any further assignment or other assurance, and thereafter the security interests created hereby in respect of such Material Contract shall be absolute, fixed and specific, subject only to Permitted Liens.

5.11 Attachment

The Assignor warrants and acknowledges that the security interest created herein shall attach upon the execution hereof and that value has been given and that the Assignor has rights in the Material Contracts in existence as of the date hereof. The Assignor acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

5.12 Conflict

In the event of any conflict, inconsistency, ambiguity or difference between any provision of this Agreement and any provision of the Credit Agreement, the provisions of the Credit Agreement shall govern and prevail, and such provision of this Agreement shall be deemed to be amended to the extent only to eliminate any such conflict, inconsistency, ambiguity or difference. Any right or remedy in this Agreement which may be in addition to the rights and remedies contained in the Credit Agreement shall not constitute a conflict, inconsistency, ambiguity or difference.

5.13 Assignment

The rights of the Assignee under this Agreement may be assigned by the Assignee to the same extent, and on and subject to the same terms and conditions, as the Assignee may

assign its rights under the Credit Agreement. The Assignor may not assign its obligations under this Agreement except in accordance with the provisions of the Credit Agreement.

5.14 Severability

If any covenant, obligation or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

5.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

5.16 Binding On Successors. Etc.

This Agreement and everything herein contained shall enure to the benefit of the Assignee and their respective successors and assigns and shall be binding upon the Assignor and its successors and assigns.

5.17 Counterparts

This Agreement may be executed in any number of counterparts and delivered by electronic means, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart executed by each party.

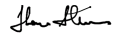
5.18 Further Assurances

The Assignor shall, at its expense, promptly execute and deliver to the Assignee upon request all such other and further documents, agreements, and other instruments as are reasonably necessary to implement this Agreement.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Assignor has executed this Assignment as of the date first written above.

**SUSTAINABLE FISH FARMING
(CANADA) LIMITED**

By: 
Name: Thane Stevens
Title: Director

By: _____
Name:
Title:

I/We have authority to bind the above.

This is Exhibit "17" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024

A handwritten signature in blue ink, appearing to read "David Wedlake", written over a horizontal line.

David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

ASSIGNMENT OF MATERIAL CONTRACTS

THIS ASSIGNMENT is made as of March 9, 2021

BY:

TCAS IP INC.

(the “Assignor”)

IN FAVOUR OF:

THE BANK OF NOVA SCOTIA, as Lender

(the “Assignee”)

WHEREAS certain credit facilities have been extended to the Assignor pursuant to the Credit Agreement;

AND WHEREAS in order to further secure the payment and performance of the Obligations, the Assignee has requested, among other things, that the Assignor enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement (including in the recitals hereto), unless something in the subject matter or context is inconsistent therewith, all capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. In addition, the following terms shall have the following meanings:

- (a) “**Agreement**” means this agreement as amended, modified, supplemented or restated from time to time.
- (b) “**Credit Agreement**” means the credit agreement made as of the date hereof among TCAS Holdings Limited, as borrower, the Assignor and Sustainable Fish Farming (Canada) Limited, as guarantors, and the Assignee, as Lender, as the same may be refinanced, amended, restated, supplemented or otherwise modified from time to time.
- (c) “**Event of Default**” means:

- (a) until the Facilities Termination Date, an Event of Default (for the purposes of this clause (a) only, as defined in the Credit Agreement); and
- (b) at any time thereafter and until the Secured Obligations Termination Date, an event of default or termination event under any agreement entered into by a Credit Party and the Lender in connection with any Interest Rate Management Product or other hedging, foreign-exchange or interest rate swap arrangement.
- (d) **“Facilities Termination Date”** means the date on which all Obligations of the Borrower under or in connection with the NRT Facility have been permanently paid in full and the Lender has no commitment to provide credit to the Borrower under or in connection with the NRT Facility.
- (e) **“Material Contracts”** means, collectively, the Material Agreements and the Material Permits, together with all amendments, supplements, restatements or replacements from time to time, and references to **“Material Contract”** means the Material Contracts and any one of them.
- (f) **“Third Parties”** means all of the parties to the Material Contracts other than the Assignor, and **“Third Party”** means any one of them as the context requires.

1.2 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Extended Meaning

In this Agreement words importing the singular number also include the plural and *vice versa*, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations and corporations. A reference to any one or more of the Assignor or the Assignee shall be deemed to be a reference to the respective successors and assigns of such party.

ARTICLE 2 ASSIGNMENT, ETC.

2.1 Assignment

Upon and subject to the terms, conditions and provisions herein contained, the Assignor hereby assigns, transfers and sets over to and in favour of the Assignee, as and by way of a first fixed and specific assignment (subject to Permitted Liens) as security, all of its right, title, estate and interest in, to, under and in respect of:

- (a) any and all Material Contracts;
- (b) all benefit, power and advantage of the Assignor to be derived from the Material Contracts and all covenants, obligations, agreements, and undertakings of the parties thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor;
- (c) all revenues and other monies now due and payable or hereafter to become due and payable to the Assignor under the Material Contracts or in connection therewith, with full power and authority following the occurrence of an Event of Default to demand, sue for, recover, receive and give receipts for all such revenues and other monies; and
- (d) all books, accounts, invoices, letters, papers, contracts and documents in any way exclusively relating to the Material Contracts which are required to evidence the assignment thereof hereunder;

and in, to and under all amendments, modifications, extensions, renewals and replacements of any of the foregoing and all rights, remedies, powers, privileges and claims of the Assignor thereunder (whether arising pursuant thereto or available to the Assignor at law or in equity) and each and every one of them, to hold and receive the same unto the Assignee with full power and authority following the occurrence of an Event of Default to demand, collect, sue for, recover, receive and give receipts for payments and to enforce payment of the same in accordance with and subject to the terms of this Agreement and the Credit Agreement; provided, however, if any one or more of the Material Contracts is not assignable or is only assignable upon consent, this Agreement will not have the effect of assigning any right, title and interest that would otherwise have been assigned hereunder and the Assignor will hold such right, title and interest in trust for the Assignee for the purposes hereof. The Assignor covenants and agrees that, to the extent required to permit the assignment of a Material Contract to the Assignee pursuant to this Agreement, the Assignor shall obtain from the other party or parties to such Material Contract, an acknowledgement and consent relating to this Agreement, in form and content acceptable to the Assignee.

This Agreement shall be held by the Assignee as additional security for the due payment and performance by the Assignor of the Obligations.

2.2 Performance of Obligations

The Assignor covenants to observe and perform or cause to be observed and performed, as and when required, all of its covenants, obligations, agreements and undertakings under all and each of the Material Contracts and will use all reasonable commercial efforts to cause the other parties to each Material Contract to observe and perform all of their covenants, obligations, agreements and undertakings thereunder.

2.3 No Liability

Nothing herein contained shall render the Assignee, its agents, employees or any other Person for whom the Assignee is in law responsible liable to any Person for the fulfilment or non-fulfilment of the obligations, covenants and agreements, including but not limited to the payment of any monies thereunder or in respect thereto, of the Assignor under any Material Contract.

2.4 Service and Registration

The Assignee shall have the right at any time and from time to time after the occurrence of an Event of Default to serve the present Agreement or notice thereof on any one or more of the other parties to the Material Contracts. The Assignor agrees that the other party or parties to the Material Contracts may rely upon any notice given or purporting to be given by the Assignee or on its behalf pursuant to this Agreement and no deficiency in form or substance thereof shall affect the validity of such notice. The Assignor hereby waives as against the other party or parties to the Material Contracts any claims it may otherwise have by reason of the other party's or parties' acting on such notice. The Assignee shall also have the right at any time and without notice to the Assignor to cause the present Agreement or notice thereof to be registered or filed in any place or office where the Assignee or its counsel deems advisable or necessary.

2.5 Attorney of the Assignor

The Assignee, as attorney or agent of the Assignor and in its name (and the Assignor hereby so appoints and authorizes the Assignee) may, at any time and from time to time after the occurrence of an Event of Default exercise any of the rights, powers, authority and discretion which under the terms of any Material Contract could be exercised by the Assignor with respect to such Material Contract.

2.6 Performance Until Default

Until an Event of Default shall have occurred, the Assignor shall, subject to the express terms of the Credit Agreement and this Agreement, be entitled to deal with the Material Contracts and enforce and receive all of the benefits, advantages and powers thereunder, provided that nothing herein shall release, discharge, postpone, amend or otherwise affect the present assignment and security interest in and to the Material Contracts and the immediate attachment thereof. If an Event of Default shall occur, the Assignee may, but shall not be obligated to, exercise all rights, powers, authority and discretion of the Assignor in respect of the Material Contracts in its place and stead all of which is hereby consented to by the Assignor.

ARTICLE 3 DEFAULT

3.1 Rights of Assignee Upon Default

Whenever an Event of Default has occurred, without limiting the rights of the Assignee under or pursuant to this Agreement, the Credit Agreement or otherwise provided by law, the Assignee, shall have the authority:

- (a) to renew, amend or otherwise deal with any Material Contract, or make other agreements in respect of the Project or any part or parts thereof for such consideration and on such terms as it may deem appropriate, all in the name of the Assignor;
- (b) to perform, at the Assignor's expense any and all obligations or covenants of the Assignor under the Material Contracts and to enforce performance by the other parties to the Material Contracts of their obligations, covenants and agreements thereunder, all in the name of the Assignor;
- (c) to manage generally the Project and deal with the Material Contracts to the same extent as the Assignor could do; and
- (d) by instrument in writing, appoint any Person to be a receiver (which term shall include a manager and a receiver and manager) of the Project or any part thereof and may remove any receiver so appointed and appoint another in his stead; and any receiver so appointed shall have the authority to do any of the acts specified in Subsections (a), (b) and (c) hereof and further to take possession of and collect all revenues and other monies of all kinds payable to the Assignor in respect of the Material Contracts and pay therefrom all reasonable expenses of maintaining, preserving, protecting and operating the Project and all charges, the payment of which may be necessary to preserve and protect the Project and the Material Contracts,

the whole without any liability or responsibility of any kind on the part of the Assignee, its agents, employees or any other Person for whom the Assignee is in law responsible.

3.2 Exercise of Powers

Where any discretionary powers hereunder are vested in the Assignee or its agents, the same may be exercised with respect to the Assignee by an officer, investment manager, manager or authorized employee of the Assignee or its appointed agents, as the case may be.

3.3 Default Remedied

Whenever all outstanding Events of Default have been fully cured and all monies which the Assignee or its agents may have expended or become liable for in connection with the

Project have been fully repaid, the Assignor may resume dealing with the Material Contracts until a further Event of Default has occurred.

ARTICLE 4

ASSIGNOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Assignor's Representation and Warranty

The Assignor hereby represents and warrants to the Assignee that as at the date of this Agreement (i) each Material Contract is binding upon the Assignor and is a binding agreement of each other Person who is a party thereto; (ii) the Assignor has good right, full power and absolute authority to assign the Material Contracts in the manner herein set forth; (iii) no event has occurred and is continuing that would constitute a material breach or a material default under any Material Contract; (iv) the Assignor has not assigned, transferred, set over or granted a security interest in any of the Material Contracts ranking in priority to or *pari passu* with this Agreement; and (v) the Assignor has not executed any other instrument which might limit or prevent the Assignee from operating upon the terms and conditions of this Agreement.

4.2 Assignor's Covenants

The Assignor hereby covenants and agrees with the Assignee as follows:

- (a) Except as specifically permitted in the Credit Agreement, the Assignor shall not, without the prior written consent of the Assignee:
 - (i) cancel or terminate any of the Material Contracts in whole or in part if such cancellation or termination would result in a Material Adverse Change, except for the termination of any Material Contract by the Assignor as a result of default thereunder by the Third Party;
 - (ii) consent or agree to any set-off as between any material amounts owing by any Third Party under any Material Contract and any amounts which may be owing by the Assignor to any Third Party; or
 - (iii) alter, amend or waive, in any material respect, any of the Assignor's rights under any of the Material Contracts or permit any alteration, amendment or waiver, in any material respect, of any rights under any of the Material Contracts or permit any assignment of the Assignor's interest in any of the Material Contracts;

any of the foregoing purported to be agreed to, implemented or carried out except as permitted under the Credit Agreement or without the Assignee's prior written consent shall be null and void and of no force or effect and shall not be binding upon the Assignee.

- (b) Except as may be permitted pursuant to the Credit Agreement, the Assignor will not at any time during the term of this Agreement, assign, pledge, hypothecate or

otherwise transfer or grant a security interest in any of the Material Contracts, or any portion thereof except for Permitted Liens, without the prior written consent of the Assignee.

- (c) The Assignor will be and remain in full compliance in all material respects with all of its all of its covenants and obligations under all Material Contracts, and will forthwith deliver to the Assignee copies of any notices received by the Assignor from any Third Party under any Material Contract terminating (or purporting to terminate) such Material Contract.
- (d) The Assignor will advise the Assignee in writing of all new Material Contracts or any material amendments of existing Material Contracts entered into from time to time forthwith following the entering into thereof and will deliver forthwith a copy thereof to the Assignor.
- (e) The Assignor will provide written notice to the Assignee of any assignment made by a contracting party to a Material Contract.

ARTICLE 5 GENERAL

5.1 No Release

This Agreement shall remain in full force and effect without regard to, and the obligations of the Assignor and the other parties to the Material Contracts thereunder shall not be affected or impaired by:

- (a) any amendment, modification, replacement of or addition or supplement to the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (b) any exercise or non-exercise of any right, remedy, power or privilege in respect of this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (c) any waiver, consent, extension, indulgence or other action, inaction or omission under or in respect of this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee; or
- (d) any merger, consolidation or amalgamation of the Assignor into or with any other Person; or
- (e) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Assignor.

5.2 Termination of this Agreement

The Assignee covenants and agrees with the Assignor that on and as of the Secured Obligations Termination Date, this Agreement shall be and become fully ended and terminated and all right, title, estate and interest in and with respect to each Material Contract assigned, transferred and set over by the Assignor hereunder shall revert to the Assignor and all covenants and agreements of the Assignor hereunder shall be at an end and the Assignee shall, upon the written request of the Assignor and at the expense of the Assignor, execute such discharges, re-assignments and other instruments and give such notifications or assurances as may be necessary to fully release, cancel and discharge this Agreement in the circumstances.

5.3 No Partnership

Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Assignor and the Assignee; it being understood and agreed that none of the provisions herein contained or any acts of the Assignee or of the Assignor, shall be deemed to create any relationship between the Assignee and the Assignor other than the relationship of assignee and assignor.

5.4 Rights and Remedies Cumulative

The rights or remedies given to the Assignee hereunder shall be cumulative of and not substituted for any rights or remedies to which the Assignee may be entitled under the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee or at law and may be exercised whether or not the Assignee has pursued or is then pursuing any other such rights and remedies. Furthermore, nothing in this Agreement shall curtail or limit the remedies of the Assignee as permitted by law or any statute to a creditor, all such remedies being in addition to and not in substitution for any other rights of the Assignee under this Agreement, the Credit Agreement or any other security (including, without limitation, any guarantee or indemnity) provided to the Assignee.

5.5 Time of Essence

Time shall be of the essence of this Agreement.

5.6 Notices

Any demand, notice or communication to be made or given hereunder be delivered in accordance with the provisions of the Credit Agreement.

5.7 Waiver

No consent or waiver, express or implied, by the Assignee to or of any breach or default by the Assignor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the

performance by the Assignor hereunder. Failure on the part of the Assignee to complain of any act or failure to act of the Assignor or to declare the Assignor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Assignee of its rights hereunder.

5.8 Amendments

This Agreement may not be modified or amended except with the written consent of the parties hereto.

5.9 Continuing Security

This Agreement and the rights and remedies it creates are a continuing agreement and security, and shall bind the parties until discharge of this Agreement pursuant to Section 5.2 hereof.

5.10 After Acquired Property

The Assignor covenants and agrees that if and to the extent that its right, title and interest in any Material Contract is not acquired until after delivery of this Agreement, this Agreement shall nonetheless apply thereto and the security interest of the Assignee hereby created shall attach to any such Material Contract at the same time as the Assignor acquires rights therein, in accordance with and subject to the provisions of Section 2.1 hereof, without the necessity of any further assignment or other assurance, and thereafter the security interests created hereby in respect of such Material Contract shall be absolute, fixed and specific, subject only to Permitted Liens.

5.11 Attachment

The Assignor warrants and acknowledges that the security interest created herein shall attach upon the execution hereof and that value has been given and that the Assignor has rights in the Material Contracts in existence as of the date hereof. The Assignor acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

5.12 Conflict

In the event of any conflict, inconsistency, ambiguity or difference between any provision of this Agreement and any provision of the Credit Agreement, the provisions of the Credit Agreement shall govern and prevail, and such provision of this Agreement shall be deemed to be amended to the extent only to eliminate any such conflict, inconsistency, ambiguity or difference. Any right or remedy in this Agreement which may be in addition to the rights and remedies contained in the Credit Agreement shall not constitute a conflict, inconsistency, ambiguity or difference.

5.13 Assignment

The rights of the Assignee under this Agreement may be assigned by the Assignee to the same extent, and on and subject to the same terms and conditions, as the Assignee may

assign its rights under the Credit Agreement. The Assignor may not assign its obligations under this Agreement except in accordance with the provisions of the Credit Agreement.

5.14 Severability

If any covenant, obligation or provision of this Agreement, or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

5.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

5.16 Binding On Successors. Etc.

This Agreement and everything herein contained shall enure to the benefit of the Assignee and their respective successors and assigns and shall be binding upon the Assignor and its successors and assigns.

5.17 Counterparts

This Agreement may be executed in any number of counterparts and delivered by electronic means, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart executed by each party.


5.18 Further Assurances

The Assignor shall, at its expense, promptly execute and deliver to the Assignee upon request all such other and further documents, agreements, and other instruments as are reasonably necessary to implement this Agreement.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Assignor has executed this Assignment as of the date first written above.

TCAS IP INC.

By: 
Name: Thane Stevens
Title: President

By: _____
Name:
Title:

I/We have authority to bind the above.

This is Exhibit "18" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024

A handwritten signature in blue ink, appearing to read "David Wedlake", written over a horizontal line.

David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

GUARANTEE TO THE BANK OF NOVA SCOTIA

IN CONSIDERATION OF THE BANK OF NOVA SCOTIA (herein called the "Bank") agreeing to deal with or to continue to deal with

TCAS Holdings Limited, TCAS IP Inc. and Sustainable Fish Farming (Canada) Limited

(herein called the "Customer") the undersigned and each of them, if more than one, hereby jointly and severally guarantees payment to the Bank of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank or remaining unpaid by the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, and wherever incurred, and whether incurred by the Customer alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (such debts and liabilities being herein called the "guaranteed liabilities") with interest from the date of demand for payment at the rate set out in paragraph 6 hereof.

AND THE UNDERSIGNED and each of them, if more than one, hereby jointly and severally agrees with the Bank as follows:

1. In this guarantee the word "Guarantor" shall mean the undersigned and, if there is more than one guarantor, it shall mean each of them.
2. This guarantee shall be a continuing guarantee of all the guaranteed liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Bank; and this guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank.
3. The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities or other guarantees it may at any time hold before being entitled to payment from the Guarantor, and the Guarantor renounces all benefits of discussion and division.
4. The Guarantor's liability to make payment under this guarantee shall arise forthwith after demand for payment has been made in writing on the undersigned or any one of them, if more than one, and such demand shall be deemed to have been effectually made when an envelope containing such demand addressed to the undersigned or such one of them at the address of the undersigned or such one of them last known to the Bank is posted, postage prepaid, in the post office; and the Guarantor's liability shall bear interest from the date of such demand at the rate set out in paragraph 6 hereof.
5. The service of demand for payment, by post, postage prepaid, in the post office, to a local agent of the Guarantor, said local agent being identified by name and located in the Province or jurisdiction where the Customer's main account is kept, shall be deemed to be service of demand on the Guarantor.
6. The rate of interest payable by the Guarantor from the date of a demand for payment under this guarantee shall be the Bank's prime rate applicable at the time of demand, PLUS 2% per annum. Prime rate is defined as the annual rate of interest expressed as a percentage per annum announced by the Bank on that day as its reference rate for commercial loans made by it in Canada in Canadian dollars. Interest is calculated and payable monthly on the 22nd day of each month following the day of demand and computed monthly on the same day when not so paid.
7. Upon default in payment of any sum owing by the Customer to the Bank at any time, the Bank may treat all guaranteed liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the guaranteed liabilities or may place it to the credit of a special account. A written statement of a Manager or Acting Manager of a branch of the Bank at which an account of the Customer is kept or of a General Manager of the Bank as to the amount remaining unpaid to the Bank at any time by the Customer shall, if agreed to by the Customer, be conclusive evidence and shall, in any event, be prima facie evidence against the Guarantor as to the amount remaining unpaid to the Bank at such time by the Customer.

8. This guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Bank may now or hereafter hold in respect of the guaranteed liabilities and the Bank shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any moneys or other assets which the Bank may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Bank may now or hereafter hold in respect of the guaranteed liabilities, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the Guarantor's liability.

9. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, the Bank may discontinue, reduce, increase or otherwise vary the credit of the Customer, may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Customer and others, including the Guarantor and any other guarantor as the Bank may see fit, and the Bank may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with securities and guarantees in such manner as the Bank may see fit, and the Bank may apply all moneys received from the Customer or others or from securities or guarantees upon such parts of the guaranteed liabilities as the Bank may see fit and change any such application in whole or in part from time to time.

10. Until repayment in full of all the guaranteed liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Bank from the Customer or others or from estates in respect of the guaranteed liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this guarantee, and the Guarantor shall not claim any set-off or counterclaim against the Customer in respect of any liability of the Customer to the Guarantor, claim or prove in the bankruptcy or insolvency of the Customer in competition with the Bank or have any right to be subrogated to the Bank.

11. This guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Customer, by any change in the name of the Customer, or in the membership of the Customer, if a partnership, or in the objects, capital structure or constitution of the Customer, if a corporation, or by the sale of the Customer's business or any part thereof or by the Customer being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all guaranteed liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Customer which is a partnership or in the case of the Customer being amalgamated with a corporation, this guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Customer" shall include each such resulting partnership and corporation.

12. All advances, renewals and credits made or granted by the Bank purportedly to or for the Customer after the death, loss of capacity, bankruptcy or insolvency of the Customer, but before the Bank has received notice thereof shall be deemed to form part of the guaranteed liabilities; and all advances, renewals and credits obtained from the Bank purportedly by or on behalf of the Customer shall be deemed to form part of the guaranteed liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Customer or of the directors, partners or agents thereof, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the obtaining of such advance, renewals or credits, whether or not the Bank had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the undersigned as guarantor(s) shall be recoverable from the undersigned and each of them, if more than one, jointly and severally as principal debtor(s) in respect thereof and shall be paid to the Bank on demand with interest at the rate set out in paragraph 6 hereof.

13. All debts and liabilities, present and future, of the Customer to the Guarantor are hereby assigned to the Bank and postponed to the guaranteed liabilities, and all moneys received by the Guarantor in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way lessening or limiting the liability of the Guarantor under this guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Bank of all the guaranteed liabilities, notwithstanding that the liability of the undersigned or any of them under this guarantee may have been discharged or terminated.

14. The undersigned or any of them, if more than one, or his or their executors or administrators, by giving thirty days' notice in writing to the branch of the Bank at which the main account of the Customer is kept, may terminate his or their further liability under this guarantee in respect of liabilities of the Customer incurred or arising after the expiration of such thirty days, but not in respect of any guaranteed liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Bank may fulfill any requirements of the Customer based on agreements express or implied made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this guarantee; and provided further that in the event of the termination of this guarantee as to one or more of the undersigned, if more than one, it shall remain a continuing guarantee as to the other or others of the undersigned.

15. This guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Bank shall not be bound by any representations or promises made by the Customer to the Guarantor.

16. Possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with and this guarantee shall be operative and binding notwithstanding the non-execution thereof by any proposed signatory.

17. This guarantee shall be governed in all respects by the laws of the Province or jurisdiction in which the Customer's main account with the Bank is kept.

18. This guarantee shall not be discharged or affected by the death or any disability of the undersigned or any of them, if more than one, and shall enure to the benefit of and be binding upon the Bank, its successors and assigns, and the Guarantor, his heirs, executors, administrators, successors and assigns.

AS WITNESS the hand and seal of the Guarantor at _____

this _____ 9th _____ day of _____ March _____, 2021 _____.

SIGNED SEALED AND DELIVERED

in the presence of

SIGNATURE AND SEAL

TCAS Holdings Limited



Authorized Signatory (Name, Title):

Thane Stevens, President

Authorized Signatory (Name, Title):

TCAS IP Inc.



Authorized Signatory (Name, Title):

Thane Stevens, President

Authorized Signatory (Name, Title):

**Sustainable Fish Farming
(Canada) Limited**



Authorized Signatory (Name, Title):

Thane Stevens, Director

Authorized Signatory (Name, Title):

This is Exhibit "19" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

GUARANTEE TO THE BANK OF NOVA SCOTIA

IN CONSIDERATION OF THE BANK OF NOVA SCOTIA (herein called the "Bank") agreeing to deal with or to continue to deal with

TCAS Holdings Limited, TCAS IP Inc., Sustainable Fish Farming (Canada) Limited and Sustainable Blue Inc.

(herein called the "Customer") the undersigned and each of them, if more than one, hereby jointly and severally guarantees payment to the Bank of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank or remaining unpaid by the Customer to the Bank, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer, and wherever incurred, and whether incurred by the Customer alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (such debts and liabilities being herein called the "guaranteed liabilities") with interest from the date of demand for payment at the rate set out in paragraph 6 hereof.

AND THE UNDERSIGNED and each of them, if more than one, hereby jointly and severally agrees with the Bank as follows:

1. In this guarantee the word "Guarantor" shall mean the undersigned and, if there is more than one guarantor, it shall mean each of them.
2. This guarantee shall be a continuing guarantee of all the guaranteed liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Bank; and this guarantee shall not be considered as wholly or partially satisfied by the payment or liquidation at any time of any sum of money for the time being due or remaining unpaid to the Bank.
3. The Bank shall not be bound to exhaust its recourse against the Customer or others or any securities or other guarantees it may at any time hold before being entitled to payment from the Guarantor, and the Guarantor renounces all benefits of discussion and division.
4. The Guarantor's liability to make payment under this guarantee shall arise forthwith after demand for payment has been made in writing on the undersigned or any one of them, if more than one, and such demand shall be deemed to have been effectually made when an envelope containing such demand addressed to the undersigned or such one of them at the address of the undersigned or such one of them last known to the Bank is posted, postage prepaid, in the post office; and the Guarantor's liability shall bear interest from the date of such demand at the rate set out in paragraph 6 hereof.
5. The service of demand for payment, by post, postage prepaid, in the post office, to a local agent of the Guarantor, said local agent being identified by name and located in the Province or jurisdiction where the Customer's main account is kept, shall be deemed to be service of demand on the Guarantor.
6. The rate of interest payable by the Guarantor from the date of a demand for payment under this guarantee shall be the Bank's prime rate applicable at the time of demand, PLUS 2% per annum. Prime rate is defined as the annual rate of interest expressed as a percentage per annum announced by the Bank on that day as its reference rate for commercial loans made by it in Canada in Canadian dollars. Interest is calculated and payable monthly on the 22nd day of each month following the day of demand and computed monthly on the same day when not so paid.
7. Upon default in payment of any sum owing by the Customer to the Bank at any time, the Bank may treat all guaranteed liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the guaranteed liabilities or may place it to the credit of a special account. A written statement of a Manager or Acting Manager of a branch of the Bank at which an account of the Customer is kept or of a General Manager of the Bank as to the amount remaining unpaid to the Bank at any time by the Customer shall, if agreed to by the Customer, be conclusive evidence and shall, in any event, be prima facie evidence against the Guarantor as to the amount remaining unpaid to the Bank at such time by the Customer.

8. This guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Bank may now or hereafter hold in respect of the guaranteed liabilities and the Bank shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any moneys or other assets which the Bank may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Bank may now or hereafter hold in respect of the guaranteed liabilities, whether occasioned by the fault of the Bank or otherwise, shall in any way limit or lessen the Guarantor's liability.

9. Without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent of or giving notice to the Guarantor, the Bank may discontinue, reduce, increase or otherwise vary the credit of the Customer, may grant time, renewals, extensions, indulgences, releases and discharges to and accept compositions from or otherwise deal with the Customer and others, including the Guarantor and any other guarantor as the Bank may see fit, and the Bank may take, abstain from taking or perfecting, vary, exchange, renew, discharge, give up, realize on or otherwise deal with securities and guarantees in such manner as the Bank may see fit, and the Bank may apply all moneys received from the Customer or others or from securities or guarantees upon such parts of the guaranteed liabilities as the Bank may see fit and change any such application in whole or in part from time to time.

10. Until repayment in full of all the guaranteed liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Bank from the Customer or others or from estates in respect of the guaranteed liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this guarantee, and the Guarantor shall not claim any set-off or counterclaim against the Customer in respect of any liability of the Customer to the Guarantor, claim or prove in the bankruptcy or insolvency of the Customer in competition with the Bank or have any right to be subrogated to the Bank.

11. This guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Customer, by any change in the name of the Customer, or in the membership of the Customer, if a partnership, or in the objects, capital structure or constitution of the Customer, if a corporation, or by the sale of the Customer's business or any part thereof or by the Customer being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all guaranteed liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Customer which is a partnership or in the case of the Customer being amalgamated with a corporation, this guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Customer" shall include each such resulting partnership and corporation.

12. All advances, renewals and credits made or granted by the Bank purportedly to or for the Customer after the death, loss of capacity, bankruptcy or insolvency of the Customer, but before the Bank has received notice thereof shall be deemed to form part of the guaranteed liabilities; and all advances, renewals and credits obtained from the Bank purportedly by or on behalf of the Customer shall be deemed to form part of the guaranteed liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Customer or of the directors, partners or agents thereof, or that the Customer may not be a legal or suable entity, or any irregularity, defect or informality in the obtaining of such advance, renewals or credits, whether or not the Bank had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the undersigned as guarantor(s) shall be recoverable from the undersigned and each of them, if more than one, jointly and severally as principal debtor(s) in respect thereof and shall be paid to the Bank on demand with interest at the rate set out in paragraph 6 hereof.

13. All debts and liabilities, present and future, of the Customer to the Guarantor are hereby assigned to the Bank and postponed to the guaranteed liabilities, and all moneys received by the Guarantor in respect thereof shall be received in trust for the Bank and forthwith upon receipt shall be paid over to the Bank, the whole without in any way lessening or limiting the liability of the Guarantor under this guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Bank of all the guaranteed liabilities, notwithstanding that the liability of the undersigned or any of them under this guarantee may have been discharged or terminated.

more than one, or his or their executors or administrators, by giving thirty days' notice in writing to the branch of the Bank at which the main account of the Customer is kept, may terminate his or their further liability under this guarantee in respect of liabilities of the Customer incurred or arising after the expiration of such thirty days, but not in respect of any guaranteed liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Bank may fulfill any requirements of the Customer based on agreements express or implied made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this guarantee; and provided further that in the event of the termination of this guarantee as to one or more of the undersigned, if more than one, it shall remain a continuing guarantee as to the other or others of the undersigned.

15. This guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Bank shall not be bound by any representations or promises made by the Customer to the Guarantor.

16. Possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with and this guarantee shall be operative and binding notwithstanding the non-execution thereof by any proposed signatory.

17. This guarantee shall be governed in all respects by the laws of the Province or jurisdiction in which the Customer's main account with the Bank is kept.

18. This guarantee shall not be discharged or affected by the death or any disability of the undersigned or any of them, if more than one, and shall enure to the benefit of and be binding upon the Bank, its successors and assigns, and the Guarantor, his heirs, executors, administrators, successors and assigns.

AS WITNESS the hand and seal of the Guarantor at _____

this 19 day of October, 2021.

SIGNED SEALED AND DELIVERED

in the presence of

SIGNATURE AND SEAL

Sustainable Blue Inc.



Authorized Signatory (Name, Title): **Thane Stevens**
Director

Authorized Signatory (Name, Title):

Authorized Signatory (Name, Title):

Authorized Signatory (Name, Title):

Authorized Signatory (Name, Title):

more than one, or his or their executors or administrators, by giving thirty days' notice in writing to the branch of the Bank at which the main account of the Customer is kept, may terminate his or their further liability under this guarantee in respect of liabilities of the Customer incurred or arising after the expiration of such thirty days, but not in respect of any guaranteed liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Bank may fulfill any requirements of the Customer based on agreements express or implied made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this guarantee; and provided further that in the event of the termination of this guarantee as to one or more of the undersigned, if more than one, it shall remain a continuing guarantee as to the other or others of the undersigned.

15. This guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Bank shall not be bound by any representations or promises made by the Customer to the Guarantor.

16. Possession of this instrument by the Bank shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent has been complied with and this guarantee shall be operative and binding notwithstanding the non-execution thereof by any proposed signatory.

17. This guarantee shall be governed in all respects by the laws of the Province or jurisdiction in which the Customer's main account with the Bank is kept.

18. This guarantee shall not be discharged or affected by the death or any disability of the undersigned or any of them, if more than one, and shall enure to the benefit of and be binding upon the Bank, its successors and assigns, and the Guarantor, his heirs, executors, administrators, successors and assigns.

AS WITNESS the hand and seal of the Guarantor at _____

this _____ 19 _____ day of October , 2021 .

SIGNED SEALED AND DELIVERED

in the presence of

SIGNATURE AND SEAL

Sustainable Blue Inc.

Authorized Signatory (Name, Title):

Kirk Havercroft

Authorized Signatory (Name, Title): **Kirk Havercroft**
CEO and Secretary

Authorized Signatory (Name, Title):

Authorized Signatory (Name, Title):

Authorized Signatory (Name, Title):

This is Exhibit "20" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

POSTPONEMENT AND SUBORDINATION UNDERTAKING

To: The Bank of Nova Scotia
Business Service Centre
4715 Tahoe Boulevard, 2nd Floor,
Mississauga, Ontario L4W 0B4

Fax: 1-877-909-7038
Email: BSC@Scotiabank.com

With a copy to:

The Bank of Nova Scotia
Atlantic Commercial Banking
1709 Hollis Street, 3rd Floor,
Halifax, Nova Scotia B3J 2M1

Att: Director, Credit Solutions
Fax: 902-425-8100
Email: ryan.moors@scotiabank.com

POSTPONEMENT AND SUBORDINATION UNDERTAKING

WHEREAS TCAS Holdings Limited, as borrower, the Guarantors party thereto and The Bank of Nova Scotia, as Lender, entered into a credit agreement dated March 9, 2021 (as amended, modified, supplemented or replaced from time to time, the “**Credit Agreement**”);

AND WHEREAS the execution and delivery of this undertaking is a requirement under the Credit Agreement;

NOW THEREFORE, for good and valuable consideration, each of the undersigned hereby undertakes as follows:

1. Until the Secured Obligations Termination Date:
 - (a) each of the undersigned shall postpone the payment and satisfaction by SFFC of all indebtedness, liabilities and obligations, including any interest and fees thereon, due and owing by SFFC to such undersigned (other than in connection with the SFFC Note) at the time of, and after, such Default (the “**Subordinated Obligations**”) in favour of, and shall subordinate the Subordinated Obligations to, all present and future indebtedness, liabilities and obligations of any Credit Party to the Lender under or in respect of any Loan Document (the “**Senior Obligations**”);
 - (b) none of the undersigned shall demand or accept payment of all or any part of the Subordinated Obligations; and

- (c) none of the undersigned shall accelerate any Indebtedness owed by SFFC to such undersigned.

2. In the event any payments are made by SFFC to any of the undersigned in contravention of this undertaking, such undersigned shall hold such payments in trust for the Lender and shall forthwith pay such payments to the Lender.

3. To induce the Lender to extend credit to the Borrower under the Credit Agreement, each of the undersigned hereby represents and warrants to the Lender as follows and acknowledges and confirms that the Lender is relying upon such representations and warranties in extending credit to the Borrower under the Credit Agreement:

- (a) such undersigned is a body corporate duly incorporated and organized and validly subsisting in good standing under the laws of its jurisdiction of incorporation;
- (b) such undersigned has all requisite corporate capacity, power and authority to enter into, and carry out the transactions contemplated by, this undertaking; and
- (c) all necessary action, corporate or otherwise, has been taken by such undersigned to authorize the execution, delivery and performance of this undertaking and this undertaking is a legal, valid and binding obligation of such undersigned, enforceable against such undersigned by the Lender in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and the fact that the courts may deny the granting or enforcement of equitable remedies.

4. All notices and other communications provided for herein shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by telefacsimile or other direct written electronic means, charges, prepaid, at or to the Lender at the address or telefacsimile number, as the case may be, indicated at page 1 hereof or to the relevant undersigned at the address or telefacsimile number, as the case may be, set opposite its name on the signature page hereof or at or to such other address or addresses or telefacsimile number or numbers as either party hereto may from time to time designate to the other party in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery. Any communication which is transmitted by telefacsimile or other direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery. Any notice or other communication provided to the Borrower in connection with this undertaking shall be deemed to have been validly and effectively given to each of the undersigned.

5. Each of the undersigned hereby acknowledge having received a copy of the Credit Agreement.

6. Each of the undersigned shall from time to time and at all times hereafter do all things and execute all documents which may be necessary or desirable in order to give full effect to this undertaking.

7. This undertaking shall be governed by and construed and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

8. Capitalized terms which are used herein which are not otherwise defined herein shall have the meaning ascribed thereto in the Credit Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]


IN WITNESS WHEREOF each of the undersigned has duly executed this undertaking as of this 9th day of March, 2021.

TCAS Holdings Limited
20 MacDonald Avenue
Dartmouth, NS B3B 1C5
Attention: Thane Stevens
Email: tls@stevensgroup.ca

TCAS HOLDINGS LIMITED

With a copy to:

Stewart McKelvey
Queen's Marquee
600 – 1741 Lower Water St.
P.O. Box 997
Halifax, NS B3J 2X2
Attention: Larry Stordy
Email: lstordy@stewartmckelvey.com

By: 
Name: Thane Stevens
Title: President

By: _____
Name: _____
Title: _____

Bayt Al Qoot UK Ltd.

BAYT AL QOOT UK LTD.

Attention:
Email:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF each of the undersigned has duly executed this undertaking as of this _____ day of _____, 2021.

TCAS Holdings Limited
20 MacDonald Avenue
Dartmouth, NS B3B 1C5
Attention: Thane Stevens
Email: tls@stevensgroup.ca

TCAS HOLDINGS LIMITED

With a copy to:

Stewart McKelvey
Queen's Marquee
600 – 1741 Lower Water St.
P.O. Box 997
Halifax, NS B3J 2X2
Attention: Larry Stordy
Email: lstordy@stewartmckelvey.com

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Bayt Al Qoot UK Ltd.


BAYT AL QOOT UK LTD.

Attention:
Email:

By: Abdulaziz Alsaud
Name: Prince Abdulaziz Bin Turki AlSaud
Title: Director

By: 
Abdulraouf Manna (Feb 25, 2021 16:12 GMT+3)
Name: Abdulraouf Mohammed A. Manna
Title: Director

By: 
Tahir M. ALDABBAGH (Mar 1, 2021 19:26 GMT+3)
Name: Tahir Mohammed T. Aldabbagh
Title: Director

By: 
Yaser Y. Naghi (Mar 1, 2021 16:05 GMT+3)
Name: Yaser Yousef M. Naghi
Title: Director

This is Exhibit "21" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

POSTPONEMENT AND SUBORDINATION UNDERTAKING

To: The Bank of Nova Scotia
Business Service Centre
4715 Tahoe Boulevard, 2nd Floor,
Mississauga, Ontario L4W 0B4

Fax: 1-877-909-7038

Email: BSC@Scotiabank.com

With a copy to:

The Bank of Nova Scotia
Atlantic Commercial Banking
1709 Hollis Street, 3rd Floor,
Halifax, Nova Scotia B3J 2M1

Att: Director, Credit Solutions

Fax: 902-425-8100

Email: ryan.moors@scotiabank.com

POSTPONEMENT AND SUBORDINATION UNDERTAKING

WHEREAS TCAS Holdings Limited, as borrower, the Guarantors party thereto and The Bank of Nova Scotia, as Lender, entered into a credit agreement dated March 9, 2021 (as amended, modified, supplemented or replaced from time to time, the “**Credit Agreement**”);

AND WHEREAS the execution and delivery of this undertaking is a requirement under the Credit Agreement;

NOW THEREFORE, for good and valuable consideration, each of the undersigned hereby undertakes as follows:

1. Until the Secured Obligations Termination Date:
 - (a) each of the undersigned shall postpone the payment and satisfaction by SFFC of all indebtedness, liabilities and obligations, including any interest and fees thereon, due and owing by SFFC to such undersigned (other than in connection with the SFFC Note) at the time of, and after, such Default (the “**Subordinated Obligations**”) in favour of, and shall subordinate the Subordinated Obligations to, all present and future indebtedness, liabilities and obligations of any Credit Party to the Lender under or in respect of any Loan Document (the “**Senior Obligations**”);
 - (b) none of the undersigned shall demand or accept payment of all or any part of the Subordinated Obligations; and

- (c) none of the undersigned shall accelerate any Indebtedness owed by SFFC to such undersigned.

2. In the event any payments are made by SFFC to any of the undersigned in contravention of this undertaking, such undersigned shall hold such payments in trust for the Lender and shall forthwith pay such payments to the Lender.

3. To induce the Lender to extend credit to the Borrower under the Credit Agreement, each of the undersigned hereby represents and warrants to the Lender as follows and acknowledges and confirms that the Lender is relying upon such representations and warranties in extending credit to the Borrower under the Credit Agreement:

- (a) such undersigned is a body corporate duly incorporated and organized and validly subsisting in good standing under the laws of its jurisdiction of incorporation;
- (b) such undersigned has all requisite corporate capacity, power and authority to enter into, and carry out the transactions contemplated by, this undertaking; and
- (c) all necessary action, corporate or otherwise, has been taken by such undersigned to authorize the execution, delivery and performance of this undertaking and this undertaking is a legal, valid and binding obligation of such undersigned, enforceable against such undersigned by the Lender in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and the fact that the courts may deny the granting or enforcement of equitable remedies.

4. All notices and other communications provided for herein shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by telefacsimile or other direct written electronic means, charges, prepaid, at or to the Lender at the address or telefacsimile number, as the case may be, indicated at page 1 hereof or to the relevant undersigned at the address or telefacsimile number, as the case may be, set opposite its name on the signature page hereof or at or to such other address or addresses or telefacsimile number or numbers as either party hereto may from time to time designate to the other party in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery. Any communication which is transmitted by telefacsimile or other direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery. Any notice or other communication provided to the Borrower in connection with this undertaking shall be deemed to have been validly and effectively given to each of the undersigned.

5. Each of the undersigned hereby acknowledge having received a copy of the Credit Agreement.

6. Each of the undersigned shall from time to time and at all times hereafter do all things and execute all documents which may be necessary or desirable in order to give full effect to this undertaking.

7. This undertaking shall be governed by and construed and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

8. Capitalized terms which are used herein which are not otherwise defined herein shall have the meaning ascribed thereto in the Credit Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]


IN WITNESS WHEREOF each of the undersigned has duly executed this undertaking as of this 9th day of March, 2021.

TCAS Holdings Limited
20 MacDonald Avenue
Dartmouth, NS B3B 1C5
Attention: Thane Stevens
Email: tls@stevensgroup.ca

TCAS HOLDINGS LIMITED

With a copy to:

Stewart McKelvey
Queen's Marquee
600 – 1741 Lower Water St.
P.O. Box 997
Halifax, NS B3J 2X2
Attention: Larry Stordy
Email: lstordy@stewartmckelvey.com

By: 
Name: Thane Stevens
Title: President

By: _____
Name: _____
Title: _____

Bayt Al Qoot UK Ltd.

BAYT AL QOOT UK LTD.

Attention:
Email:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF each of the undersigned has duly executed this undertaking as of this _____ day of _____, 2021.

TCAS Holdings Limited
20 MacDonald Avenue
Dartmouth, NS B3B 1C5
Attention: Thane Stevens
Email: tls@stevensgroup.ca

TCAS HOLDINGS LIMITED

With a copy to:

Stewart McKelvey
Queen's Marquee
600 – 1741 Lower Water St.
P.O. Box 997
Halifax, NS B3J 2X2
Attention: Larry Stordy
Email: lstordy@stewartmckelvey.com

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Bayt Al Qoot UK Ltd.


BAYT AL QOOT UK LTD.

Attention:
Email:

By: Abdulaziz Alsaud
Name: Prince Abdulaziz Bin Turki AlSaud
Title: Director

By: 
Abdulraouf Manna (Feb 25, 2021 16:12 GMT+3)
Name: Abdulraouf Mohammed A. Manna
Title: Director

By: 
Tahir M. ALDABBAGH (Mar 1, 2021 19:26 GMT+3)
Name: Tahir Mohammed T. Aldabbagh
Title: Director

By: 
Yaser Y. Naghi (Mar 1, 2021 16:05 GMT+3)
Name: Yaser Yousef M. Naghi
Title: Director

This is Exhibit "22" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

SFFC Ltd FINANCIAL FORECAST	Apr 2024	Comments
Direct Labour	\$175,000	All staff are required and fully engaged in ongoing production duties
Executive / Admin Salaries	\$30,000	All staff are required to provide oversight to the production teams and to provide executive control of the company
Feed	\$180,000	Essential for fish health and growth / necessary for company recovery
Juveniles	\$50,000	Essential for company recovery to maintain the production pipeline
Freshwater Deliveries	\$30,000	Essential for fish health in freshwater life cycle stages
Oxygen	\$35,000	Essential life support
Mains Power	\$150,000	Essential life support
Emergency Power	\$30,000	Essential life support
Water Conditioning	\$15,000	Essential for fish health and water quality
Maintenance Expenses	\$95,000	Essential maintenance on equipment which provides life support for the fish
Insurance	\$28,000	Necessary to protect lender and to protect insurance proceeds from the claim related to the November 4th incident
Bank Charges	\$100	Unavoidable
Professional Fees	\$75,000	Estimated Receiver fees
Property Costs	\$25,000	Essential office rent and utilities / foreign equipment storage fees
Telephone and Communications	\$3,000	Telephones used extensively by production staff during daily tasks
Vehicle	\$3,000	Vehicle used extensively in daily production and maintenance tasks
BioFilter Repairs	\$100,000	Sub-contractor costs ; essential for company recovery and ongoing operations at the farm
CapEx	\$500,000	Essential upgrades required at the farm to protect safe operations. Note : expenses pending since November 4th.
TOTAL	\$1,524,100	

This is Exhibit "23" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

VIA REGISTERED MAIL AND COURIER

Maurice P. Chiasson, K.C.
Direct Dial: 902.420.3300
Direct Fax: 902.420.1417
mchiasson@stewartmckelvey.com

MPC: SM010948.00035

March 12, 2024

TCAS Holdings Limited
20 MacDonald Ave.
Dartmouth, NS B3B 1C5

Attention: Thane Stevens, President

Dear Mr. Stevens:

Re: Amounts Owning to 4595756 Nova Scotia Limited – TCAS Holdings Limited (the “Company”)

We advise that we are representing 4595756 Nova Scotia Limited (“**459NSL**”) in relation to loans and other credit facilities originally made available by the Bank of Nova Scotia (“**BNS**”) to the Company pursuant to a third amended and restated credit agreement dated June 27, 2023 (the “**Credit Agreement**”).

In connection with the Credit Agreement, the Company entered into certain security documents in favour of BNS (collectively, the “**Company Security**”) including, without limitation:

- i. an omnibus guarantee dated March 9, 2021 made by the Company, Sustainable Fish Farming (Canada) Limited, and TCAS IP Inc.;
- ii. a general security agreement dated March 9, 2021;
- iii. an assignment of material contracts dated March 9, 2021;
- iv. a share pledge agreement (special hypothecation) dated March 9, 2021;
- v. a postponement and subordination undertaking dated March 9, 2021; and
- vi. a postponement and subordination undertaking dated March 9, 2021 made by the Company and Bayt al Qoot UK Ltd.

Pursuant to an assignment of debt and security dated March 8, 2024, BNS assigned all of its right, title, and interest in the Credit Agreement, the credit facilities and outstanding balance of the indebtedness owing thereunder, and all guarantees and security held in connection with the Credit Agreement (including the Company Security) to 459NSL.

We advise that the Company is currently in default of its obligations pursuant to 459NSL under the Credit Agreement including, without limitation, the failure to repay the credit facilities on the maturity date (March 8, 2024).

In view of the foregoing, 459NSL hereby demands payment of its loans and credit facilities. We further advise that the Company's indebtedness to 459NSL as of March 8, 2024 was as follows:

4155-4989-5247

March 12, 2024

Page 2

NRT 1 Facility:

Principal	\$17,500,000.00
Interest	\$62,568.49
Total	\$17,562,568.49
Interest Rate	BNS Prime Rate plus 1.50% per annum

NRT 2 Facility:

Principal	\$4,000,000.00
Interest	\$14,630.14
Total	\$4,014,630.14
Interest Rate	BNS Prime Rate plus 1.70% per annum

The total amount outstanding as of March 8, 2024 is \$21,577,198.63 (the “**Outstanding Amount**”), with interest accruing daily based on the interest rates provided. Daily interest, other interest and pending charges (including protective disbursements) will continue to accrue until the Outstanding Amount is paid in full. You should confirm the actual amounts with 459NSL on the date of payment.

Payment of the Outstanding Amount recited above (as updated) with 459NSL’s enforcement costs must be made by certified cheque or bank draft made payable to 4595756 Nova Scotia Limited and sent to the attention of the undersigned. Unless payment of the Outstanding Amount is received in full on or before March 22, 2024, 459NSL will take whatever steps it considers appropriate to collect the amounts owing, including legal action.

Enclosed is a copy of 4595756 NSL’s Notice of Intention to Enforce a Security provided under sec. 244 of the *Bankruptcy and Insolvency Act* (Canada).

We trust you will give this matter your immediate attention.

Yours truly,



Maurice P. Chiasson, K.C.

Enclosure

c. Client
Guarantors

FORM 86

**Notice of Intention to Enforce a Security
(Rule 124)**

TO: TCAS Holdings Limited, an insolvent person (the "**Debtor**")


Take Notice that:

1. 4595756 Nova Scotia Limited, a secured creditor (the "**Creditor**"), intends to enforce its security on all present and after-acquired personal property of the Debtor.
2. The security that is to be enforced is in the form of the following instruments:
 - (a) an omnibus guarantee dated March 9, 2021 made by the Debtor, Sustainable Fish Farming (Canada) Limited, and TCAS IP Inc.;
 - (b) a general security agreement dated March 9, 2021;
 - (c) an assignment of material contracts dated March 9, 2021;
 - (d) a share pledge agreement (special hypothecation) dated March 9, 2021;
 - (e) a postponement and subordination undertaking dated March 9, 2021;
 - (f) a postponement and subordination undertaking dated March 9, 2021 made by the Debtor and Bayt al Qoot UK Ltd.; and
 - (g) a confirmation of loan documents dated June 27, 2023 made by, among others, the Debtor.
3. The total amount of indebtedness secured by the security is \$21,577,198.63 as of the date set out in the demand letter forwarded to you with this notice, together with the appropriate per diem rates of interest thereafter and applicable enforcement costs.
4. The Creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

Dated at Halifax, Nova Scotia, March 12, 2024.

4595756 NOVA SCOTIA LIMITED

By Stewart McKelvey, its duly authorized agent



Per: Maurice P. Chiasson, K.C. Partner

This is Exhibit "24" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024



David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

VIA REGISTERED MAIL AND COURIER

Maurice P. Chiasson, K.C.
Direct Dial: 902.420.3300
Direct Fax: 902.420.1417
mchiasson@stewartmckelvey.com

MPC: SM010948.00035

March 12, 2024

Sustainable Fish Farming (Canada) Limited
20 MacDonald Ave.
Dartmouth, NS B3B 1C5

Attention: Kirk Havercroft, Chief Executive Officer

Dear Mr. Havercroft:

Re: Amounts Owning to 4595756 Nova Scotia Limited – TCAS Holdings Limited

We advise that we are representing 4595756 Nova Scotia Limited ("**459NSL**") in relation to loans and other credit facilities originally made available by the Bank of Nova Scotia ("**BNS**") to TCAS Holdings Limited (the "**Borrower**") pursuant to a third amended and restated credit agreement dated June 27, 2023 (the "**Credit Agreement**"). In connection with the Credit Agreement, Sustainable Fish Farming (Canada) Limited (the "**Company**") entered into an omnibus guarantee dated March 9, 2021 (the "**Guarantee**") made by the Borrower, the Company, and TCAS IP Inc. in favour of BNS together certain security documents in favour of BNS (collectively, the "**Company Security**") including, without limitation:

- i. a debenture dated March 9, 2021 made by the Company charging the real property located at 259 Red Bank Road, Centre Burlington, Nova Scotia;
- ii. a general security agreement dated March 9, 2021;
- iii. a share pledge agreement (special hypothecation) dated October 19, 2021;
- iv. an insurance assignment, warranty and undertaking dated March 9, 2021; and
- v. an assignment of material contracts dated March 9, 2021.

Pursuant to an assignment of debt and security dated March 8, 2024, BNS assigned all of its right, title, and interest in the Credit Agreement, the credit facilities and outstanding balance of the indebtedness owing thereunder, and all guarantees and security held in connection with the Credit Agreement (including the Guarantee and Company Security) to 459NSL.

We advise that the Borrower is in default of its obligations to 459NSL. A copy of the 459NSL's demand letter is attached hereto.

459NSL hereby makes demand against the Company for payment of the sum of \$21,577,198.63, being the amount owing by the Borrower as of March 8, 2024, together with the interest charged under the Guarantee and the costs incurred by 459NSL in connection with the enforcement of the Guarantee and Company Security to the date of payment.

4152-3047-3039

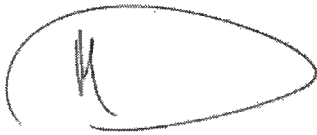
March 12, 2024

Page 2

Payment of the demanded amount together with applicable interest and costs (including legal counsel fees) must be made by certified cheque or bank draft made payable to 4595756 Nova Scotia Limited and sent to the attention of the undersigned. Unless payment is received on or before **March 22, 2024**, 4595NSL will take whatever steps it considers appropriate to collect the amounts owing, including legal action.

Enclosed is a copy of 459NSL's Notice of Intention to Enforce a Security provided under sec. 244 of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,

A handwritten signature in black ink, consisting of a stylized 'M' and 'C' enclosed within an oval shape.

Maurice P. Chiasson, K.C.

Enclosures

c. Client

FORM 86

**Notice of Intention to Enforce a Security
(Rule 124)**

TO: Sustainable Fish Farming (Canada) Limited, an insolvent person (the "**Debtor**")


Take Notice that:

1. 4595756 Nova Scotia Limited, a secured creditor (the "**Creditor**"), intends to enforce its security on certain real property and all present and after-acquired personal property of the Debtor.
2. The security that is to be enforced is in the form of the following instruments:
 - (a) an omnibus guarantee dated March 9, 2021 made by the Debtor, TCAS Holdings Limited, and TCAS IP Inc.;
 - (b) a debenture dated March 9, 2021 charging the real property located at 259 Red Bank Road, Centre Burlington, Nova Scotia;
 - (c) a general security agreement dated March 9, 2021;
 - (d) a share pledge agreement (special hypothecation) dated October 19, 2021;
 - (e) an insurance assignment, warranty and undertaking dated March 9, 2021;
 - (f) an assignment of material contracts dated March 9, 2021; and
 - (g) a confirmation of loan documents dated June 27, 2023 made by, among others, the Debtor.
3. The total amount of indebtedness secured by the security is \$21,577,198.63 as of the date set out in the demand letter forwarded to you with this notice, together with the appropriate per diem rates of interest thereafter and applicable enforcement costs.
4. The Creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

Dated at Halifax, Nova Scotia, March 12, 2024.

4595756 NOVA SCOTIA LIMITED

By Stewart McKelvey, its duly authorized agent



Per: Maurice P. Chiasson, K.C. Partner

COPY



Queen's Marque, 600-1741 Lower Water Street, P.O. Box 997
Halifax NS B3J 2X2 Canada tel: 902.420.3200 fax: 902.420.1417 stewartmckelvey.com

VIA REGISTERED MAIL AND COURIER

Maurice P. Chiasson, K.C.
Direct Dial: 902.420.3300
Direct Fax: 902.420.1417
mchiasson@stewartmckelvey.com

MPC: SM010948.00035

March 12, 2024

TCAS Holdings Limited
20 MacDonald Ave.
Dartmouth, NS B3B 1C5

Attention: Thane Stevens, President

Dear Mr. Stevens:

Re: Amounts Owing to 4595756 Nova Scotia Limited – TCAS Holdings Limited (the “Company”)

We advise that we are representing 4595756 Nova Scotia Limited (“459NSL”) in relation to loans and other credit facilities originally made available by the Bank of Nova Scotia (“BNS”) to the Company pursuant to a third amended and restated credit agreement dated June 27, 2023 (the “Credit Agreement”).

In connection with the Credit Agreement, the Company entered into certain security documents in favour of BNS (collectively, the “Company Security”) including, without limitation:

- i. an omnibus guarantee dated March 9, 2021 made by the Company, Sustainable Fish Farming (Canada) Limited, and TCAS IP Inc.;
- ii. a general security agreement dated March 9, 2021;
- iii. an assignment of material contracts dated March 9, 2021;
- iv. a share pledge agreement (special hypothecation) dated March 9, 2021;
- v. a postponement and subordination undertaking dated March 9, 2021; and
- vi. a postponement and subordination undertaking dated March 9, 2021 made by the Company and Bayt al Qoot UK Ltd.

Pursuant to an assignment of debt and security dated March 8, 2024, BNS assigned all of its right, title, and interest in the Credit Agreement, the credit facilities and outstanding balance of the indebtedness owing thereunder, and all guarantees and security held in connection with the Credit Agreement (including the Company Security) to 459NSL.

We advise that the Company is currently in default of its obligations pursuant to 459NSL under the Credit Agreement including, without limitation, the failure to repay the credit facilities on the maturity date (March 8, 2024).

In view of the foregoing, 459NSL hereby demands payment of its loans and credit facilities. We further advise that the Company's indebtedness to 459NSL as of March 8, 2024 was as follows:

4155-4989-5247

NRT 1 Facility:

Principal	\$17,500,000.00
Interest	\$62,568.49
Total	\$17,562,568.49
Interest Rate	BNS Prime Rate plus 1.50% per annum

NRT 2 Facility:

Principal	\$4,000,000.00
Interest	\$14,630.14
Total	\$4,014,630.14
Interest Rate	BNS Prime Rate plus 1.70% per annum

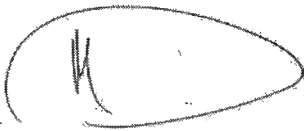
The total amount outstanding as of March 8, 2024 is \$21,577,198.63 (the “**Outstanding Amount**”), with interest accruing daily based on the interest rates provided. Daily interest, other interest and pending charges (including protective disbursements) will continue to accrue until the Outstanding Amount is paid in full. You should confirm the actual amounts with 459NSL on the date of payment.

Payment of the Outstanding Amount recited above (as updated) with 459NSL’s enforcement costs must be made by certified cheque or bank draft made payable to 4595756 Nova Scotia Limited and sent to the attention of the undersigned. Unless payment of the Outstanding Amount is received in full on or before March 22, 2024, 459NSL will take whatever steps it considers appropriate to collect the amounts owing, including legal action.

Enclosed is a copy of 4595756 NSL’s Notice of Intention to Enforce a Security provided under sec. 244 of the *Bankruptcy and Insolvency Act* (Canada).

We trust you will give this matter your immediate attention.

Yours truly,



Maurice P. Chiasson, K.C.

Enclosure

c. Client
Guarantors

FORM 86

**Notice of Intention to Enforce a Security
(Rule 124)**

TO: TCAS Holdings Limited, an insolvent person (the "**Debtor**")

Take Notice that:

1. 4595756 Nova Scotia Limited, a secured creditor (the "**Creditor**"), intends to enforce its security on all present and after-acquired personal property of the Debtor.
2. The security that is to be enforced is in the form of the following instruments:
 - (a) an omnibus guarantee dated March 9, 2021 made by the Debtor, Sustainable Fish Farming (Canada) Limited, and TCAS IP Inc.;
 - (b) a general security agreement dated March 9, 2021;
 - (c) an assignment of material contracts dated March 9, 2021;
 - (d) a share pledge agreement (special hypothecation) dated March 9, 2021;
 - (e) a postponement and subordination undertaking dated March 9, 2021;
 - (f) a postponement and subordination undertaking dated March 9, 2021 made by the Debtor and Bayt al Qoot UK Ltd.; and
 - (g) a confirmation of loan documents dated June 27, 2023 made by, among others, the Debtor.
3. The total amount of indebtedness secured by the security is \$21,577,198.63 as of the date set out in the demand letter forwarded to you with this notice, together with the appropriate per diem rates of interest thereafter and applicable enforcement costs.
4. The Creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

Dated at Halifax, Nova Scotia, March 12, 2024.

4595756 NOVA SCOTIA LIMITED

By Stewart McKelvey, its duly authorized agent



Per: Maurice P. Chiasson, K.C. Partner

This is Exhibit "25" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024

A handwritten signature in blue ink, appearing to read "David Wedlake", written over a horizontal line.

David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

VIA REGISTERED MAIL AND COURIER

Maurice P. Chiasson, K.C.
Direct Dial: 902.420.3300
Direct Fax: 902.420.1417
mchiasson@stewartmckelvey.com

MPC: SM010948.00035

March 12, 2024

Sustainable Blue Inc.
20 MacDonald Ave.
Dartmouth, NS B3B 1C5

Attention: Kirk Havercroft, Chief Executive Officer & Secretary

Dear Mr. Havercroft:

Re: Amounts Owning to 4595756 Nova Scotia Limited – TCAS Holdings Limited

We advise that we are representing 4595756 Nova Scotia Limited ("**459NSL**") in relation to loans and other credit facilities originally made available by the Bank of Nova Scotia ("**BNS**") to TCAS Holdings Limited (the "**Borrower**") pursuant to a third amended and restated credit agreement dated June 27, 2023 (the "**Credit Agreement**"). In connection with the Credit Agreement, Sustainable Blue Inc. (the "**Company**") entered into a guarantee dated October 19, 2021 (the "**Guarantee**") in favour of BNS together certain security documents in favour of BNS (collectively, the "**Company Security**") including, without limitation, a general security agreement dated October 19, 2021 made by the Company.

Pursuant to an assignment of debt and security dated March 8, 2024, BNS assigned all of its right, title, and interest in the Credit Agreement, the credit facilities and outstanding balance of the indebtedness owing thereunder, and all guarantees and security held in connection with the Credit Agreement (including the Guarantee and Company Security), to 459NSL.

We advise that the Borrower is in default of its obligations to 459NSL. A copy of the 459NSL's demand letter is attached hereto.

459NSL hereby makes demand against the Company for payment of the sum of \$21,577,198.63, being the amount owing by the Borrower as of March 8, 2024, together with the interest charged under the Guarantee and the costs incurred by 459NSL in connection with the enforcement of the Guarantee and Company Security to the date of payment.

Payment of the demanded amount together with applicable interest and costs (including legal counsel fees) must be made by certified cheque or bank draft made payable to 4595756 Nova Scotia Limited and sent to the attention of the undersigned. Unless payment is received on or before **March 22, 2024**, 459NSL will take whatever steps it considers appropriate to collect the amounts owing, including legal action.

4165-7337-1215

March 12, 2024

Page 2

Enclosed is a copy of 459NSL's Notice of Intention to Enforce a Security provided under sec. 244 of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,

A handwritten signature in black ink, consisting of a stylized 'M' and 'C' inside an oval shape.

Maurice P. Chiasson, K.C.

Enclosure

c. Client

FORM 86

**Notice of Intention to Enforce a Security
(Rule 124)**

TO: Sustainable Blue Inc., an insolvent person (the "**Debtor**")

Take Notice that:

1. 4595756 Nova Scotia Limited, a secured creditor (the "**Creditor**"), intends to enforce its security on all present and after-acquired personal property of the Debtor.
2. The security that is to be enforced is in the form of the following instruments:
 - (a) a guarantee dated October 19, 2021;
 - (b) a general security agreement dated October 19, 2021; and
 - (c) a confirmation of loan documents dated June 27, 2023 made by, among others, the Debtor.
3. The total amount of indebtedness secured by the security is \$21,577,198.63 as of the date set out in the demand letter forwarded to you with this notice, together with the appropriate per diem rates of interest thereafter and applicable enforcement costs.
4. The Creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

Dated at Halifax, Nova Scotia, March 12, 2024.

4595756 NOVA SCOTIA LIMITED

By Stewart McKelvey, its duly authorized agent



Per: Maurice P. Chiasson, K.C. Partner

COPY



Queen's Marque, 600-1741 Lower Water Street, P.O. Box 997
Halifax NS B3J 2X2 Canada tel: 902.420.3200 fax: 902.420.1417 stewartmckelvey.com

VIA REGISTERED MAIL AND COURIER

Maurice P. Chiasson, K.C.
Direct Dial: 902.420.3300
Direct Fax: 902.420.1417
mchiasson@stewartmckelvey.com

MPC: SM010948.00035

March 12, 2024

TCAS Holdings Limited
20 MacDonald Ave.
Dartmouth, NS B3B 1C5

Attention: Thane Stevens, President

Dear Mr. Stevens:

Re: Amounts Owing to 4595756 Nova Scotia Limited – TCAS Holdings Limited (the “Company”)

We advise that we are representing 4595756 Nova Scotia Limited (“459NSL”) in relation to loans and other credit facilities originally made available by the Bank of Nova Scotia (“BNS”) to the Company pursuant to a third amended and restated credit agreement dated June 27, 2023 (the “Credit Agreement”).

In connection with the Credit Agreement, the Company entered into certain security documents in favour of BNS (collectively, the “Company Security”) including, without limitation:

- i. an omnibus guarantee dated March 9, 2021 made by the Company, Sustainable Fish Farming (Canada) Limited, and TCAS IP Inc.;
- ii. a general security agreement dated March 9, 2021;
- iii. an assignment of material contracts dated March 9, 2021;
- iv. a share pledge agreement (special hypothecation) dated March 9, 2021;
- v. a postponement and subordination undertaking dated March 9, 2021; and
- vi. a postponement and subordination undertaking dated March 9, 2021 made by the Company and Bayt al Qoot UK Ltd.

Pursuant to an assignment of debt and security dated March 8, 2024, BNS assigned all of its right, title, and interest in the Credit Agreement, the credit facilities and outstanding balance of the indebtedness owing thereunder, and all guarantees and security held in connection with the Credit Agreement (including the Company Security) to 459NSL.

We advise that the Company is currently in default of its obligations pursuant to 459NSL under the Credit Agreement including, without limitation, the failure to repay the credit facilities on the maturity date (March 8, 2024).

In view of the foregoing, 459NSL hereby demands payment of its loans and credit facilities. We further advise that the Company's indebtedness to 459NSL as of March 8, 2024 was as follows:

4155-4989-5247

NRT 1 Facility:

Principal	\$17,500,000.00
Interest	\$62,568.49
Total	\$17,562,568.49
Interest Rate	BNS Prime Rate plus 1.50% per annum

NRT 2 Facility:

Principal	\$4,000,000.00
Interest	\$14,630.14
Total	\$4,014,630.14
Interest Rate	BNS Prime Rate plus 1.70% per annum

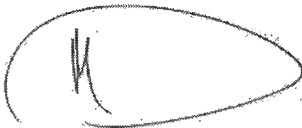
The total amount outstanding as of March 8, 2024 is \$21,577,198.63 (the “**Outstanding Amount**”), with interest accruing daily based on the interest rates provided. Daily interest, other interest and pending charges (including protective disbursements) will continue to accrue until the Outstanding Amount is paid in full. You should confirm the actual amounts with 459NSL on the date of payment.

Payment of the Outstanding Amount recited above (as updated) with 459NSL’s enforcement costs must be made by certified cheque or bank draft made payable to 4595756 Nova Scotia Limited and sent to the attention of the undersigned. Unless payment of the Outstanding Amount is received in full on or before March 22, 2024, 459NSL will take whatever steps it considers appropriate to collect the amounts owing, including legal action.

Enclosed is a copy of 4595756 NSL’s Notice of Intention to Enforce a Security provided under sec. 244 of the *Bankruptcy and Insolvency Act* (Canada).

We trust you will give this matter your immediate attention.

Yours truly,



Maurice P. Chiasson, K.C.

Enclosure

c. Client
Guarantors

FORM 86

**Notice of Intention to Enforce a Security
(Rule 124)**

TO: TCAS Holdings Limited, an insolvent person (the "**Debtor**")

Take Notice that:

1. 4595756 Nova Scotia Limited, a secured creditor (the "**Creditor**"), intends to enforce its security on all present and after-acquired personal property of the Debtor.
2. The security that is to be enforced is in the form of the following instruments:
 - (a) an omnibus guarantee dated March 9, 2021 made by the Debtor, Sustainable Fish Farming (Canada) Limited, and TCAS IP Inc.;
 - (b) a general security agreement dated March 9, 2021;
 - (c) an assignment of material contracts dated March 9, 2021;
 - (d) a share pledge agreement (special hypothecation) dated March 9, 2021;
 - (e) a postponement and subordination undertaking dated March 9, 2021;
 - (f) a postponement and subordination undertaking dated March 9, 2021 made by the Debtor and Bayt al Qoot UK Ltd.; and
 - (g) a confirmation of loan documents dated June 27, 2023 made by, among others, the Debtor.
3. The total amount of indebtedness secured by the security is \$21,577,198.63 as of the date set out in the demand letter forwarded to you with this notice, together with the appropriate per diem rates of interest thereafter and applicable enforcement costs.
4. The Creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

Dated at Halifax, Nova Scotia, March 12, 2024.

4595756 NOVA SCOTIA LIMITED

By Stewart McKelvey, its duly authorized agent



Per: Maurice P. Chiasson, K.C. Partner

This is Exhibit "26" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024

A handwritten signature in blue ink, appearing to read "David Wedlake", written over a horizontal line.

David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

VIA REGISTERED MAIL AND COURIER

Maurice P. Chiasson, K.C.
Direct Dial: 902.420.3300
Direct Fax: 902.420.1417
mchiasson@stewartmckelvey.com

MPC: SM010948.00035

March 12, 2024

TCAS IP Inc.
20 MacDonald Ave.
Dartmouth, NS B3B 1C5

Attention: Thane Stevens, President

Dear Mr. Stevens:

Re: Amounts Owning to 4595756 Nova Scotia Limited – TCAS Holdings Limited

We advise that we are representing 4595756 Nova Scotia Limited ("**459NSL**") in relation to loans and other credit facilities originally made available by the Bank of Nova Scotia ("**BNS**") to TCAS Holdings Limited (the "**Borrower**") pursuant to a third amended and restated credit agreement dated June 27, 2023 (the "**Credit Agreement**"). In connection with the Credit Agreement, TCAS IP Inc. (the "**Company**") entered into an omnibus guarantee dated March 9, 2021 (the "**Guarantee**") made by the Borrower, the Company, and Sustainable Fish Farming (Canada) Limited in favour of BNS together certain security documents in favour of BNS (collectively, the "**Company Security**") including, without limitation:

- i. a general security agreement dated March 9, 2021; and
- ii. an assignment of material contracts dated March 9, 2021.

Pursuant to an assignment of debt and security dated March 8, 2024, BNS assigned all of its right, title, and interest in the Credit Agreement, the credit facilities and outstanding balance of the indebtedness owing thereunder, and all guarantees and security held in connection with the Credit Agreement (including the Guarantee and Company Security) to 459NSL.

We advise that the Borrower is in default of its obligations to 459NSL. A copy of the 459NSL's demand letter is attached hereto.

459NSL hereby makes demand against the Company for payment of the sum of \$21,577,198.63, being the amount owing by the Borrower as of March 8, 2024, together with the interest charged under the Guarantee and the costs incurred by 459NSL in connection with the enforcement of the Guarantee and Company Security to the date of payment.

Payment of the demanded amount together with applicable interest and costs (including legal counsel fees) must be made by certified cheque or bank draft made payable to 4595756 Nova Scotia Limited and sent to the attention of the undersigned. Unless payment is received on or before **March 22, 2024**, 459NSL will take whatever steps it considers appropriate to collect the amounts owing, including legal action.

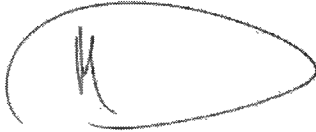
4135-3512-2255

March 12, 2024

Page 2

Enclosed is a copy of 459NSL's Notice of Intention to Enforce a Security provided under sec. 244 of the *Bankruptcy and Insolvency Act* (Canada).

Yours truly,

A handwritten signature in dark ink, consisting of a stylized 'M' and 'C' inside an oval shape.

Maurice P. Chiasson, K.C.

EnclosureS

c. Client

FORM 86

**Notice of Intention to Enforce a Security
(Rule 124)**

TO: TCAS IP Inc., an insolvent person (the "**Debtor**")

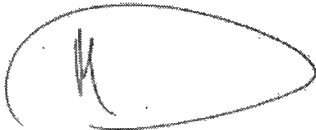
Take Notice that:

1. 4595756 Nova Scotia Limited, a secured creditor (the "**Creditor**"), intends to enforce its security on all present and after-acquired personal property of the Debtor.
2. The security that is to be enforced is in the form of the following instruments:
 - (a) an omnibus guarantee dated March 9, 2021 made by the Debtor, TCAS Holdings Limited, and Sustainable Fish Farming (Canada) Limited;
 - (b) a general security agreement dated March 9, 2021;
 - (c) an assignment of material contracts dated March 9, 2021; and
 - (d) a confirmation of loan documents dated June 27, 2023 made by, among others, the Debtor.
3. The total amount of indebtedness secured by the security is \$21,577,198.63 as of the date set out in the demand letter forwarded to you with this notice, together with the appropriate per diem rates of interest thereafter and applicable enforcement costs.
4. The Creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

Dated at Halifax, Nova Scotia, March 12, 2024.

4595756 NOVA SCOTIA LIMITED

By Stewart McKelvey, its duly authorized agent



Per: Maurice P. Chiasson, K.C. Partner

COPY



Queen's Marquee, 600-1741 Lower Water Street, P.O. Box 997
Halifax NS B3J 2X2 Canada tel: 902.420.3200 fax: 902.420.1417 stewartmckelvey.com

VIA REGISTERED MAIL AND COURIER

Maurice P. Chiasson, K.C.
Direct Dial: 902.420.3300
Direct Fax: 902.420.1417
mchiasson@stewartmckelvey.com

MPC: SM010948.00035

March 12, 2024

TCAS Holdings Limited
20 MacDonald Ave.
Dartmouth, NS B3B 1C5

Attention: Thane Stevens, President

Dear Mr. Stevens:

Re: Amounts Owing to 4595756 Nova Scotia Limited – TCAS Holdings Limited (the “Company”)

We advise that we are representing 4595756 Nova Scotia Limited (“**459NSL**”) in relation to loans and other credit facilities originally made available by the Bank of Nova Scotia (“**BNS**”) to the Company pursuant to a third amended and restated credit agreement dated June 27, 2023 (the “**Credit Agreement**”).

In connection with the Credit Agreement, the Company entered into certain security documents in favour of BNS (collectively, the “**Company Security**”) including, without limitation:

- i. an omnibus guarantee dated March 9, 2021 made by the Company, Sustainable Fish Farming (Canada) Limited, and TCAS IP Inc.;
- ii. a general security agreement dated March 9, 2021;
- iii. an assignment of material contracts dated March 9, 2021;
- iv. a share pledge agreement (special hypothecation) dated March 9, 2021;
- v. a postponement and subordination undertaking dated March 9, 2021; and
- vi. a postponement and subordination undertaking dated March 9, 2021 made by the Company and Bayt al Qoot UK Ltd.

Pursuant to an assignment of debt and security dated March 8, 2024, BNS assigned all of its right, title, and interest in the Credit Agreement, the credit facilities and outstanding balance of the indebtedness owing thereunder, and all guarantees and security held in connection with the Credit Agreement (including the Company Security) to 459NSL.

We advise that the Company is currently in default of its obligations pursuant to 459NSL under the Credit Agreement including, without limitation, the failure to repay the credit facilities on the maturity date (March 8, 2024).

In view of the foregoing, 459NSL hereby demands payment of its loans and credit facilities. We further advise that the Company's indebtedness to 459NSL as of March 8, 2024 was as follows:

4155-4989-5247

NRT 1 Facility:

Principal	\$17,500,000.00
Interest	\$62,568.49
Total	\$17,562,568.49
Interest Rate	BNS Prime Rate plus 1.50% per annum

NRT 2 Facility:

Principal	\$4,000,000.00
Interest	\$14,630.14
Total	\$4,014,630.14
Interest Rate	BNS Prime Rate plus 1.70% per annum

The total amount outstanding as of March 8, 2024 is \$21,577,198.63 (the “**Outstanding Amount**”), with interest accruing daily based on the interest rates provided. Daily interest, other interest and pending charges (including protective disbursements) will continue to accrue until the Outstanding Amount is paid in full. You should confirm the actual amounts with 459NSL on the date of payment.

Payment of the Outstanding Amount recited above (as updated) with 459NSL's enforcement costs must be made by certified cheque or bank draft made payable to 4595756 Nova Scotia Limited and sent to the attention of the undersigned. Unless payment of the Outstanding Amount is received in full on or before March 22, 2024, 459NSL will take whatever steps it considers appropriate to collect the amounts owing, including legal action.

Enclosed is a copy of 4595756 NSL's Notice of Intention to Enforce a Security provided under sec. 244 of the *Bankruptcy and Insolvency Act* (Canada).

We trust you will give this matter your immediate attention.

Yours truly,



Maurice P. Chiasson, K.C.

Enclosure

c. Client
Guarantors

FORM 86

**Notice of Intention to Enforce a Security
(Rule 124)**

TO: TCAS Holdings Limited, an insolvent person (the "**Debtor**")

Take Notice that:

1. 4595756 Nova Scotia Limited, a secured creditor (the "**Creditor**"), intends to enforce its security on all present and after-acquired personal property of the Debtor.
2. The security that is to be enforced is in the form of the following instruments:
 - (a) an omnibus guarantee dated March 9, 2021 made by the Debtor, Sustainable Fish Farming (Canada) Limited, and TCAS IP Inc.;
 - (b) a general security agreement dated March 9, 2021;
 - (c) an assignment of material contracts dated March 9, 2021;
 - (d) a share pledge agreement (special hypothecation) dated March 9, 2021;
 - (e) a postponement and subordination undertaking dated March 9, 2021;
 - (f) a postponement and subordination undertaking dated March 9, 2021 made by the Debtor and Bayt al Qoot UK Ltd.; and
 - (g) a confirmation of loan documents dated June 27, 2023 made by, among others, the Debtor.
3. The total amount of indebtedness secured by the security is \$21,577,198.63 as of the date set out in the demand letter forwarded to you with this notice, together with the appropriate per diem rates of interest thereafter and applicable enforcement costs.
4. The Creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the Debtor consents to an earlier enforcement.

Dated at Halifax, Nova Scotia, March 12, 2024.

4595756 NOVA SCOTIA LIMITED

By Stewart McKelvey, its duly authorized agent



Per: Maurice P. Chiasson, K.C. Partner

This is Exhibit "27" to the affidavit of Thane Stevens, sworn to before me at Halifax, Nova Scotia, this 26th day of March, 2024

A handwritten signature in blue ink, appearing to read "David Wedlake", written over a horizontal line.

David Wedlake
A Barrister of the Supreme Court of Nova
Scotia

2024

Hfx No.

**SUPREME COURT OF NOVA SCOTIA
IN BANKRUPTCY AND INSOLVENCY**

**In the Matter of the Receivership of TCAS Holdings Limited, Sustainable Fish Farming
(Canada) Limited, Sustainable Blue Inc. and TCAS IP Inc.**

Between:

4595756 Nova Scotia Limited

Applicant

and

**TCAS Holdings Limited, Sustainable Fish Farming (Canada) Limited, Sustainable
Blue Inc. and TCAS IP Inc.**

Respondents

CONSENT TO ACT

Deloitte Restructuring Inc. hereby consents to act as a receiver and manager over all of the assets, undertakings, and properties of TCAS Holdings Limited, Sustainable Fish Farming (Canada) Limited, Sustainable Blue Inc. and TCAS IP Inc. (the “**Companies**”) acquired for, or used in relation to the business carried on by the Companies, including all proceeds thereof, if so appointed by the Supreme Court of Nova Scotia, pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended, and s. 43(9) of the *Judicature Act*, R.S.N.S. 1989, c. 240.

Dated at Halifax, Nova Scotia, this 25th day of March, 2024.

DELOITTE RESTRUCTURING INC.



Per: _____

Name: James Foran, CPA, CA, CIRP, LIT

Title: Senior Vice President