

**DISTRICT OF: NEWFOUNDLAND AND LABRADOR**

**DIVISION NO: 01**

**COURT NOS: 13515, 13516, 13517, 13518, 13519, 13520, 13521, 13522, 13523, 13524,  
13525, 13526, 13527, 13528, 13529, 13530, 13531, 13532**

**ESTATE NO: 51-125452**

**FOURTH REPORT OF DELOITTE RESTRUCTURING INC.  
IN ITS CAPACITY AS INTERIM RECEIVER OF  
SEA TREAT LIMITED AND CERTAIN RELATED COMPANIES**

**MARCH 13, 2023**

FOURTH REPORT OF DELOITTE RESTRUCTURING INC.  
COURT NOS: 13515, 13516, 13517, 13518, 13519, 13520, 13521, 13522, 13523, 13524, 13525, 13526, 13527,  
13528, 13529, 13530, 13531, 13532  
ESTATE NO: 51-125452  
MARCH 13, 2023

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## INTRODUCTION AND PURPOSE OF THIS REPORT

1. On May 18, 2006, upon application by the Bank of Nova Scotia ("**BNS**"), Deloitte Restructuring Inc. (previously Deloitte & Touche Inc.) ("**Deloitte**") was appointed interim receiver (the "**Interim Receiver**") without security, of all the assets, undertakings and properties of Sea Treat Limited and certain related companies (listed below and collectively referred to as, the "**Debtors**") pursuant to an order (the "**Interim Receivership Order**") granted by the Supreme Court of Newfoundland and Labrador General Division (the "**Court**").

|                                  |                 |
|----------------------------------|-----------------|
| Sea Treat Limited                | Court No. 13515 |
| Daley Brothers Limited           | Court No. 13516 |
| D.B.L. Fishing Company Limited   | Court No. 13517 |
| 10561 Newfoundland Limited       | Court No. 13518 |
| 10563 Newfoundland Limited       | Court No. 13519 |
| Kegaska Seafoods Limited         | Court No. 13520 |
| Missing Link Limited             | Court No. 13521 |
| Grand Banker Enterprise Ltd.     | Court No. 13522 |
| Anchor Shellfish Inc.            | Court No. 13523 |
| Viking Sea Products Ltd.         | Court No. 13524 |
| Vair Holdings Limited            | Court No. 13525 |
| St. Paul Seafoods Ltd.           | Court No. 13526 |
| CB Seafoods Limited              | Court No. 13527 |
| Howard Turner and Sons Limited   | Court No. 13528 |
| 513087 N.B.Inc.                  | Court No. 13529 |
| Le Fruits De Mer Shippagan Ltee  | Court No. 13530 |
| Cheticamp Packers (1991) Limited | Court No. 13531 |
| La Digue Fisheries Limited       | Court No. 13532 |

2. On June 23, 2006, the Court issued an order (the "**June 23 Order**") granting the following relief:
  - i. authorizing the Interim Receiver to enter into an asset purchase agreement with 54040 Newfoundland and Labrador Inc. in respect of certain assets of the Debtors; and
  - ii. approving the Interim Receiver's conduct as set out in the Interim Receiver's First Report.
3. On January 31, 2007, the Court issued an order (the "**January 31 Order**") granting the following relief:
  - i. approving the Interim Receiver and its independent legal counsel Stewart McKelvey (previously Stewart, McKelvey, Stirling, Scales) accounts and conduct as outlined in the Interim Receiver's Second Report;
  - ii. authorizing the Interim Receiver to make a distribution to BNS; and
  - iii. authorizing the Interim Receiver to execute a claims plan to determine the rights and entitlements of potential priority creditors (the "**Claims Plan**").

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4. On October 26, 2007, the Court issued an order (the "**October 26 Order**") granting the following relief:
  - i. approving the Interim Receiver and its independent legal counsel Stewart McKelvey accounts and conduct as outlined in the Interim Receiver's Third Report;
  - ii. authorizing the Interim Receiver to make a distribution to BNS;
  - iii. authorizing the Interim Receiver to make distributions to creditors identified from the Claims Plan; and
  - iv. confirming that the Interim Receiver's actions to date have complied with the Claims Plan.
5. The purpose of this fourth report (the "**Fourth Report**") is to provide information to the Court with respect to:
  - i. the Interim Receiver's activities and its administration of the estate since the filing of the Third Report;
  - ii. update the Court on the outcome of various litigation proceedings pertaining to the destruction of the Shippagan, New Brunswick plant (the "**Shippagan Litigation**");
  - iii. the Interim Receiver's request for an order (the "**Final Professional Fee Order**") approving the fees and disbursements of the Interim Receiver, its independent legal counsel Stewart McKelvey and Cain Lamarre (the "**Litigation Counsel**") as described in the Fourth Report;
  - iv. the Interim Receiver's request that the Court issue an order (the "**Final Distribution Order**") authorizing the Interim Receiver to distribute all remaining funds in the estate to BNS;
  - v. the Interim Receiver's request for an order (the "**Activities Order**") approving the Interim Receiver's conduct, activities and statement of receipts and disbursements to date along with the conduct and activities of Stewart McKelvey and Litigation Counsel; and
  - vi. the Interim Receiver's request for an order (the "**Discharge Order**") discharging the Interim Receiver.
6. The Interim Receivership Order along with the prior reports of the Interim Receiver and Orders previously granted by the Court with respect to the administration of this estate are enclosed as **Appendix A**.

#### **TERMS OF REFERENCE**

7. In preparing this Fourth Report, the Interim Receiver has been provided with, and has relied upon, unaudited, draft and/or internal financial information, the Debtors' books and records, and information from third-party sources (collectively, the "**Information**"). Except as described in this Fourth Report:
  - a) The Interim Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Interim Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Audit Standards ("**CAS**") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information.

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- b) The Interim Receiver has prepared this Fourth Report in its capacity as Interim Receiver to provide information to the Court for its consideration of the relief being sought. Parties using this Fourth Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.
8. Unless otherwise stated, all dollar amounts contained in this Fourth Report are expressed in Canadian Dollars.

**ACTIVITIES OF THE INTERIM RECEIVER**

9. Since the filing of the Third Report, the Interim Receiver's activities have included, but were not limited to:
- i. realized on the final physical assets within the estate;
  - ii. on December 3, 2008, entered into a settlement agreement with Cold North Seafoods Limited and its directors;
  - iii. on February 17, 2011, entered into a trust agreement along with a release and notice of discontinuance with the Debtor's insurer;
  - iv. on August 14, 2018, entered into a settlement agreement with the Town of Shippagan's insurer (the "**Shippagan Settlement**");
  - v. held discussions with the Canada Revenue Agency (the "**CRA**") and filed all necessary statutory tax returns to bring the Debtor's and Interim Receiver's accounts into compliance; and
  - vi. worked with BNS and a principal of the Debtor to engage Litigation Counsel and other expert witnesses to initiate the Shippagan Litigation more fulsomely described herein.
10. A summary of estate receipts and disbursements (the "**R&D**") as at February 21, 2023 is enclosed as **Appendix B**.
11. As of the date of the Fourth Report, the Interim Receiver is holding approximately \$1,220,023.35 in trust (the "**Trust Funds**").
12. With the administration of the estate complete, the Interim Receiver anticipates that its remaining activities will include:
- i. paying the final fees and disbursements of its independent legal counsel Stewart McKelvey;
  - ii. filing HST returns and collecting refunds from the CRA;
  - iii. filing the Interim Receiver's final report with the Office of the Superintendent of Bankruptcy pursuant to section 246(3) of the *Bankruptcy and Insolvency Act (Canada)*; and
  - iv. if the Court sees fit to grant the Final Distribution Order, distribute all remaining Trust Funds to BNS.

**SHIPPAGAN LITIGATION**

13. Subsequent to the Third Report, the Interim Receiver, BNS, a representative of the Debtors and Litigation Counsel (collectively the "**Stakeholders**") have expended significant time and financial resources pursuing parties who may be determined liable for the damage that occurred on May 3, 2003 at the Shippagan plant.

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14. In addition to engaging Litigation Counsel, the Interim Receiver engaged subject matter experts in the areas of damage quantification, crowd control and fire-fighting management.
15. The Interim Receiver decided to pursue legal proceedings against the following parties:
  - i. the Town of Shippagan Fire Department;
  - ii. the Town of Shippagan; and
  - iii. the Royal Canadian Mounted Police (the "**RCMP**").
16. During 2018, the Interim Receiver, based on the report of the fire-fighting expert and in consulting with the Stakeholders, decided to suspend all actions against the Town of Shippagan Fire Department.
17. Throughout 2018, the Interim Receiver engaged in discussions with the Town of Shippagan and its insurers to resolve potential liability issues outside of formal litigation proceedings. As discussed herein, these discussions resulted in the Shippagan Settlement.
18. Attempts to reach a settlement with the RCMP over the years, represented by the Attorney General of Canada (the "**Attorney General**") were unsuccessful and as such commencing on February 19, 2019, and ending on May 28, 2019, the Court of Queen's Bench (as it was then known) of New Brunswick Trial Division (the "**NB Court**") presided over a trial of the Interim Receiver vs. the Attorney General (the "**Lawsuit**").
19. On November 18, 2019, the NB Court issued its decision in the Lawsuit, a copy of which is enclosed as **Appendix C**. In summary, the NB Court found that the RCMP had no liability for the damage that occurred on May 3, 2003 and awarded cost damages against the Interim Receiver.
20. As at the date of this Fourth Report, there is no further litigation matters outstanding and the Interim Receiver has settled the cost award with the Attorney General.

#### **PROFESSIONAL FEES**

21. The Interim Receiver, Stewart McKelvey and Litigation Counsel have maintained detailed records of their professional time and costs since the granting of the Interim Receivership Order.
22. As contained in the January 31 Order and the October 26 Order, the activities and fees of the Interim Receiver and Stewart McKelvey up to and including September 29, 2007 and August 16, 2007 respectively have received approval from the Court.
23. Fees paid to the Interim Receiver during the period September 29, 2007 to October 31, 2022 total \$243,009.39, together with expenses and disbursements of \$9,902.03 and HST of \$33,078.83 for a total of \$285,990.25 (the "**Interim Receiver's Fees**"). Included in the Interim Receiver's Fees, the Interim Receiver has accrued \$20,000.00 (inclusive of HST) in fees representing an estimate of the final activities pertaining to the administration of the estate. A detailed billing summary along with copies of the Interim Receiver's invoices are contained within the Foran Affidavit, a copy of which is enclosed as **Appendix D**.
24. The fees of Stewart McKelvey for the period August 17, 2007 up to and including January 31, 2023 total \$61,848.00, together with expenses and disbursements of \$455.40 and HST of \$8,865.65 for a total of \$71,169.05 (the "**Legal Counsel's Fees**"). In addition to the Legal

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Counsel's Fees, the Interim Receiver estimates additional legal fees of \$20,000.00 inclusive of HST will be required to conclude the administration of the estate. A detailed billing summary along with copies of Stewart McKelvey's invoices are contained within the Jacobs Affidavit, a copy of which is enclosed as **Appendix E**. As at the date of the R&D, \$3,707.60 (inclusive of HST) of Legal Counsel's Fees remain unpaid, these fees are included in the \$20,000.00 final estimate discussed herein and will be paid by the Interim Receiver along with the final invoice of Stewart McKelvey prior to the final distribution to BNS.

25. The fees of Litigation Counsel for the period August 15, 2018 up to and including August 14, 2019 total \$273,888.00, together with expenses and disbursements of \$219,076.95 and HST of \$73,936.94 for a total of \$566,901.89 (the "**Litigation Counsel's Fees**"). A detailed billing summary along with copies of Litigation Counsel's invoices are contained within the St. Pierre Affidavit, a copy of which is enclosed as **Appendix F**.
26. Based on the information outlined above and contained within the Foran Affidavit, the Jacobs Affidavit and the St. Pierre Affidavit, the Interim Receiver respectively submits that its fees and disbursements, together with the fees and disbursements of Stewart McKelvey and Litigation Counsel, together with the estimated remaining fees, are reasonable in the circumstances and have been or will be validly incurred in accordance with the provisions contained within Interim Receivership Order.
27. The Interim Receiver is currently seeking the approval of the Court for the Interim Receiver's fees and disbursements, including the fees and disbursements of its legal counsel and Litigation Counsel as described herein.

**FINAL DISTRIBUTION**

28. As discussed in the Interim Receiver's Second and Third Reports, the Interim Receiver has determined, based on the independent legal opinion prepared by Stewart McKelvey (the "**Opinion**"), that subject to determining whether there are possible provable claims and statutory lien claimants ranking in priority to BNS (the "**Potential Priority Creditors**"), that BNS has a valid and enforceable first ranking secured position.
29. As outlined in the Interim Receiver's Third Report, the existence of Potential Priority Creditors was determined through the execution of the Claims Plan and funds were distributed to these identified creditors pursuant to the October 26 Order.
30. As at the date of this Fourth Report, amounts outstanding to BNS exceed \$20,000,000 (the "**BNS Indebtedness**").
31. As outlined and discussed above, the Interim Receiver is currently holding Trust Funds of approximately \$1,220,023.35.
32. Based on the Opinion and with Potential Priority Creditors' claims paid, the Interim Receiver is seeking approval from the Court to distribute all remaining Trust Funds to BNS.
33. Given the information presented and discussed herein, the Interim Receiver requests that the Court grant the Final Distribution Order as outlined and enclosed with the Interim Receiver's motion materials.

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### **INTERIM RECEIVER'S ACTIVITIES, R&D AND DISCHARGE**

34. The Interim Receiver is currently seeking the Court's approval of the Fourth Report, including the conduct and activities described herein and contained within the R&D.
35. The Interim Receiver is also seeking the Court's approval of the conduct and activities of Stewart McKelvey and Litigation Counsel.
36. As at the date of the Fourth Report, the Interim Receiver is not aware of any objection to the Interim Receiver's, Stewart McKelvey's or Litigation Counsel's conduct or activities.
37. The Interim Receiver's remaining activities and duties will include:
  - i. the filing and collection of excise tax returns;
  - ii. the payment of all outstanding invoices of Stewart McKelvey;
  - iii. distributing funds pursuant to the Final Distribution Order, if the Court sees fit to grant it; and
  - iv. the filing of the Interim Receiver's final report pursuant to section 246(3) of the BIA.
38. To the best of the Interim Receiver's knowledge and belief, all duties of the Interim Receiver as outlined in the Interim Receivership Order have been or will be completed and the Interim Receiver respectfully requests that this Court grant an Order discharging the Interim Receiver.

### **CONCLUSION**

39. The Fourth Report has been prepared to provide this Court with information regarding the Interim Receiver's activities since the Third Report, and in support of the relief requested herein.
40. Based on the foregoing, the Interim Receiver requests the Court grant the orders in the form submitted by its counsel.

All of which is respectively submitted on March 13, 2023.

### **DELOITTE RESTRUCTURING INC.**

In its capacity as

Interim Receiver of Sea Treat Limited and certain related companies  
and not in its personal capacity.

Per:



**James Foran**  
Senior Vice President



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## **Appendix A**

### **REPORTS OF THE RECEIVER**

**SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
IN BANKRUPTCY AND INSOLVENCY**

THE BANK OF NOVA SCOTIA

**APPLICANT**

**And**

|                                  |                 |
|----------------------------------|-----------------|
| Sea Treat Limited                | Court No. 13515 |
| Daley Brothers Limited           | Court No. 13516 |
| D.B.L. Fishing Company Limited   | Court No. 13517 |
| 10561 Newfoundland Limited       | Court No. 13518 |
| 10563 Newfoundland Limited       | Court No. 13519 |
| Kegaska Seafoods Limited         | Court No. 13520 |
| Missing Link Limited             | Court No. 13521 |
| Grand Banker Enterprise Ltd.     | Court No. 13522 |
| Anchor Shellfish Inc.            | Court No. 13523 |
| Viking Sea Products Ltd.         | Court No. 13524 |
| Vair Holdings Limited            | Court No. 13525 |
| St. Paul Seafoods Ltd.           | Court No. 13526 |
| CB Seafoods Limited              | Court No. 13527 |
| Howard Turner and Sons Limited   | Court No. 13528 |
| 513087 N.B. Inc.                 | Court No. 13529 |
| Le Fruits De Mer Shippagan Ltee  | Court No. 13530 |
| Cheticamp Packers (1991) Limited | Court No. 13531 |
| La Digue Fisheries Limited       | Court No. 13532 |

**RESPONDANTS**

**FIRST REPORT OF DELOITTE & TOUCHE INC.**

**RECEIVER**

**JUNE 19, 2006**

## 1. INTRODUCTION

On May 5, 2006, the Bank of Nova Scotia (the "Bank") issued demand notices to Sea Treat Limited ("STL") and to a number of related companies, all of which had guaranteed payment of STL's loans to the Bank. The following is a listing of the companies that also received demand notices on May 5, 2006.

|   |   |
|---|---|
| Daley Brothers Limited<br>D.B.L. Fishing Company Limited<br>10561 Newfoundland Limited<br>10563 Newfoundland Limited<br>Kegaska Seafoods Limited<br>Missing Link Limited<br>Grand Banker Enterprise Ltd.<br>Anchor Shellfish Inc. | Viking Sea Products Ltd.<br>Vair Holdings Limited<br>St. Paul Seafoods Ltd.<br>CB Seafoods Limited<br>Howard Turner and Sons Limited<br>513087 N.B. Inc.<br>Le Fruits De Mer Shippagan Ltee<br>Cheticamp Packers (1991) Limited<br>La Digue Fisheries Limited |
|---|---|

STL and the above noted corporate guarantors (the "Corporate Guarantors") are collectively referred to herein as (the "Companies").

As a result of the STL's deteriorating financial position and in order to protect its security interests, the Bank applied for an order pursuant to Section 47(1) of the Bankruptcy and Insolvency Act (the "BIA") appointing an interim receiver and under Rule 25 of the Rules of the Supreme Court, 1986 appointing a receiver and manager.

By Order of the Honourable Mr. Justice Osborn dated May 18, 2006 (the "May 18 Order") Deloitte & Touche Inc. was appointed interim receiver (the "Receiver") of all of the assets, undertaking and property of the Companies. Attached hereto as Exhibit A is a copy of the May 18 Order.

## 2. PURPOSE OF REPORT

The purpose of this the Receiver's first report is to:

- a) Report on the activities of the Receiver since May 18, 2006;
- b) Report on the outcome of the marketing and sales process undertaken by the Receiver;
- c) Seek approval of this Honourable Court, authorizing and directing the Receiver to proceed with the transaction between the Receiver as vendor and 54040 Newfoundland and Labrador Inc. (the "Purchaser") as purchaser.
- d) Seek approval of this Honourable Court of the Receiver's cash receipts and disbursements for the period May 18 to June 19, 2006; and

- e) Seek approval of this Honourable Court of the activities of the Receiver for the period May 18, 2006 to date.

### 3. BACKGROUND

STL is owned by Daley Brothers Limited ("DBL"). It is the Receiver's understanding that DBL is controlled by Mr. Terry Daley. All of the Corporate Guarantors are owned and controlled, either directly or indirectly by STL. Attached hereto as Exhibit B is a copy of the Daley family group of companies (the "Daley Fishing Enterprise") organization chart. The business of the Companies consists primarily of the purchasing, processing and marketing of various fish products, primarily crab, shrimp and pelagics. Newfoundland and Labrador ("NL") is the chief place of business of the Companies with multiple processing facilities, executive and administrative offices being located in NL. A fish processing facility is also located at Cheticamp, Nova Scotia which is owned by one of the Corporate Guarantors, Cheticamp Packers (1991) Limited. In addition, there is a fish buying facility at Marie Joseph in Nova Scotia and a fish processing facility in St. Joseph's, Quebec. The Receiver has been advised that STL also has other business arrangements with entities not included in the Daley Fishing Enterprise. These include a fish processing facility located at Little Bay Islands (the "LBI Plant") and another located at LaScie (the "LaScie Plant"). The Receiver understands that at one time STL owned both the LBI Plant and the LaScie Plant.

STL's four main processing facilities are as follows:

| <u>Facility</u> | <u>Primary Product</u> |
|-----------------|------------------------|
| St. Joseph's    | Shrimp and pelagics    |
| Anchor Point    | Shrimp                 |
| Port de Grave   | Crab and pelagics      |
| Cheticamp       | Crab and herring roe   |

The St. Joseph's facility is located in the town of St. Joseph's in St. Mary's Bay, NL. The facility is owned by STL and consists of two buildings with a total square footage of approximately 25,000 square feet.

The Anchor Point facility is located in Anchor Point, south of Flower's Cove on the Northern Peninsula. The facility is owned by 10561 Newfoundland Limited, one of the Corporate Guarantors and has a total square footage of approximately 24,500 square feet.

The Port de Grave facility is located approximately 15 minutes from the Town of Bay Roberts, NL, just south of Carbonear. The facility is owned by STL and consists of two buildings with a total square footage of approximately 28,700 square feet.

The Cheticamp facility is located in Cheticamp, Nova Scotia. The facility is owned by Cheticamp Packers (1991) Limited, one of the Corporate Guarantors with a total square footage of approximately 22,000 square feet.

All loan accounts maintained by the Bank for the Companies are maintained in the name of STL as well as all material operating bank accounts that were used in the processing and administrative activities of the Companies. All of the loans made by the Bank have been advanced solely to STL and all financial reporting to the Bank for the Companies is reported in the name of STL on a consolidated basis.

The Bank is STL's senior secured lender with outstanding debt of approximately \$32 million as at May 18, 2006.

#### **4. FACTORS LEADING TO THE APPOINTMENT OF THE RECEIVER**

As a result of defaults under the Bank's credit agreements with STL, the Bank issued letters of default to STL on August 22, 2005, September 14, 2005 and January 18, 2006. In March 2006, the Bank advised Mr. Terry Daley that it would not fund STL's 2006 fishing season. Since that time, the Bank and Mr. Daley have been engaged in extensive and protracted negotiations in order to find a resolution to STL's financial situation that would be acceptable to the Bank.

In an attempt to continue STL's operations for the 2006 season, Mr. Daley operated STL's, Port de Grave and Cheticamp facilities through Cold North Seafoods Ltd. ("Cold North") a company we believe to be under the management and direction of Mr. Daley and which we believe is controlled by Mr. Daley or persons associated with him. This arrangement was not acceptable to the Bank since Cold North was outside of the Bank's credit agreement with STL and although Cold North was funding the operations, liabilities were being incurred in the name of STL without the requisite security or reporting by Cold North to the Bank. Operations at the Anchor Point and St. Joseph's facilities were not commenced for the 2006 season.

As a result of the Bank and STL not being able to reach a mutually agreeable arrangement for the funding of STL's 2006 fishing season and STL's continued defaults under its credit agreement with the Bank, on May 5, 2006 the Bank issued a demand on the Companies and Notices of Intention to Enforce Security pursuant to the BIA.

## 5. RECEIVER'S ACTIVITIES TO DATE

Immediately after its appointment, the Receiver attended at STL's four locations described previously in this report and secured all of the assets located therein.

Operations at the Anchor Point and St. Joseph's facilities had not started for the 2006 season. The Receiver contacted the former plant manager of Anchor Point and attended with him to perform an inspection of the facility and inventory of the assets located there. With regards to the St. Joseph's facility, the Receiver attended there with a former STL manager involved in shrimp operations. In addition to inventorying the facility, the Receiver also secured STL's books and records which had been recently moved to St. Joseph's from its former administrative offices in St. John's. Operations at the Port de Grave and Cheticamp facilities were terminated by Cold North prior to the Receiver's appointment. The Receiver attended at both facilities and with the help of former STL employees, toured the premises and inventoried the contents of each location.

All the remaining facilities contemplated in the Information Package were also viewed and inventoried by the Receiver with the exception of St. Paul's. We have not traveled to St. Paul's due to the excessive costs involved in getting there, our belief that all of STL's equipment has been removed from the facility and our belief that the Receiver's only interest in the facility may be a lease agreement.

Since STL's plants had either not opened for the season or had been shut down by Cold North prior to the Receiver's appointment, the Receiver was not in a position to operate the businesses. The Receiver worked with Cold North to ensure that the fisher and plant payrolls were paid.

## 6. MARKETING AND SALES PROCESS

### (a) Background

Given the nature of the assets in question, the highest and best use for them is that they remain as fish processing facilities. STL was not operating any of its facilities at the time of the Receiver's appointment and the Bank was not prepared to finance any start-up or ongoing operating costs.

Paragraph 3(k) of the May 18<sup>th</sup> Order provides *inter alia* that the Receiver is empowered and authorized to market STL's assets on such terms and conditions as the Receiver, in its discretion, deems appropriate.

The Receiver is of the view that an abridged and expedited sales process is appropriate in the circumstances for the following reasons:

- The Receiver could not allow Cold North to continue to operate the facilities since all of the buying and processing licenses were in STL's name. The risks associated with having Cold North operate under STL's authority could not be properly addressed in a time frame suitable to maintain any going concern value.
- If a going concern buyer acceptable to the Bank and to this Honourable Court could be found quickly, the balance of the 2006 season might be saved and ongoing employment secured for future years.
- If the plants remained closed for any length of time, their supply of raw materials (the independent fishers supplying the various plants) could be lost.
- The plant workers had generally worked less than 4 weeks prior to the plants shutting down and required significant additional weeks of employment in 2006 in order to qualify for Employment Insurance.
- The cost and risk of maintaining dormant facilities increase with time.
- The likelihood of re-opening a facility decreases with time.

### (b) Initial sales process

Being conscious of the social and economic impact that a closed fish processing plant can have on the local communities in which they are situated, the Receiver initially attempted to find a going concern buyer that was prepared to close a transaction that would allow at least the Port

de Grave and Cheticamp facilities to re-open in time to complete the 2006 crab season. In order to accomplish this, the Receiver undertook the following actions:

- Compiled a list of potential purchasers through discussions with Companies' management, the Receiver's network of business contacts, as well as through industry research;
- Prepared summary information packages for the St. Joseph's, Anchor Point, Port de Grave and Cheticamp facilities, copies of which are attached hereto as Exhibit C;
- Prepared summaries of STL's inventory and accounts receivable that were to be offered for sale, as well as financial information, copies of which are attached hereto as Exhibit D;
- Contacted 14 parties that the Receiver identified as potential purchasers of some or all of the Companies' assets;
- Distributed copies of the summary information referred to above to all interested parties;
- Attended at Cheticamp, Port de Grave and St. Joseph's with potential purchasers to view the facilities;
- Engaged in numerous discussions and meetings with the potential purchasers; and
- Set a deadline of Wednesday, May 24, 2006 for all interested purchasers to submit offers to purchase all or part of the assets offered for sale.

At the submission deadline of May 24, 2006, the Receiver had received 5 offers to purchase. The Receiver rejected all the offers received on the basis that none were acceptable to either the Receiver or the Bank. Most of the offers indicated that the potential purchasers required more time to perform additional due diligence in order to be in a position to put forth a more favourable offer.

**(c) Subsequent sales process**

Since the Receiver's attempt to salvage the remainder of the 2006 crab season did not result in an acceptable offer to purchase, the Receiver proceeded with a more traditional sales process which provided potential purchasers with additional time to perform due diligence reviews and submit their offers.

Although the Receiver could no longer sell the Companies' assets in time to salvage the remainder of the 2006 crab season, many of the other risks associated with a protracted sales process outlined above remained. Accordingly, the Receiver set a new deadline of Monday, June 12, 2006 for the submission of offers to purchase.



The Receiver has undertaken the following actions in connection with this second sales process:

- Prepared a more detailed Information Package dated May 26, 2006 (attached hereto as Exhibit E-1), complete with updated information on Marie Joseph and Fleur de Lys dated June 2, 2006 (attached hereto as Exhibit E-2) (collectively compiled as Exhibit E-3) (the “Information Package”) which contains a description of the business, including financial information, the Terms and Conditions of Sale setting out the process prospective purchasers are to follow, the timing for submission of offers, as well as a Formal Offer to be submitted.
- Contacted the 14 parties that the Receiver had contacted as part of the initial sales process and provided them with a copy of the Information Package.
- Identified 36 additional parties from Canada, the United States, Finland, Japan, Netherlands and New Zealand that were considered as potential interested parties and provided each party with a copy of the Information Package.
- Placed an advertisement in the Globe & Mail – National Edition on May 30, 2006 and again on May 31, 2006. A copy of the advertisement is attached hereto as Exhibit F.
- Placed an advertisement in The Telegram in Newfoundland and Labrador on May 31, 2006 and again on June 1, 2006. A copy of the advertisement is attached hereto as Exhibit G.
- Placed an advertisement in the Chronicle Herald in Nova Scotia on May 31, 2006 and again on June 1, 2006. A copy of the advertisement is attached hereto as Exhibit H.
- Held discussions with numerous parties who had expressed interest in some or all of the Companies’ assets.
- Scheduled site visits for potential purchasers.

**(d) Results**

At the submission deadline of June 12, 2006, the Receiver had received 6 offers to purchase. Attached hereto as Exhibit I (sealed) is a copy of the Receiver’s summary of all of the offers received. The Receiver rejected all offers except the offer from Barry Group Inc. (attached hereto as Exhibit J (sealed)), which, although generally acceptable, contained several conditions which were not acceptable to the Receiver. The Receiver entered into negotiations with the Barry Group Inc. who ultimately agreed to remove the aforementioned conditions and an agreement (the “Agreement”) was subsequently entered into with 54040 Newfoundland and Labrador Inc., a numbered company of which William F. Barry is the sole director, subject to the approval of the Court. A copy of the offer from 54040 Newfoundland and Labrador Inc. is also attached hereto as Exhibit J (sealed).

54040 Newfoundland and Labrador Inc.'s offer is the most favourable for the Companies' assets. The Companies' secured creditor, Bank of Nova Scotia is supportive of this offer. None of the Companies' other creditors will be prejudiced by the acceptance of this offer. Notwithstanding the sale contemplated by the Agreement, the Bank is nonetheless likely to realize a shortfall in excess of \$20 million on its loans. The Receiver is satisfied that, under the circumstances, the Companies' assets were properly marketed and that 54040 Newfoundland and Labrador Inc.'s offer represents the fair market value for the Companies' assets.

The Receiver is of the view that a sealing order is warranted in these circumstances in order to prevent a potentially detrimental impact on the market value of these assets should the transaction not close and the purchase price information becomes public. Publication of the purchase price would undermine the fairness of any resumption of the sale process that may be required should the proposed transaction not be approved by this Honourable Court, or if approved does not close for any reason.

#### **7. RECEIVER'S CASH RECEIPTS AND DISBURSEMENTS**

Attached as Exhibit K is a statement of the Receiver's cash receipts and disbursements for the period May 18 to June 19, 2006. Since its appointment, the Receiver has had cash receipts of \$516,341 and disbursements of \$282,790, resulting in an excess of cash receipts over disbursements of \$233,551.

#### **8. CONCLUSION**

The Receiver respectfully requests that this Honourable Court grant an order which provides for the following:

1. Approval and Vesting Order with respect to 54040 Newfoundland and Labrador Inc.'s offer and the Agreement (attached hereto as Exhibit L (sealed)) on the basis that:
  - (a) the Companies' assets were properly marketed under the circumstances
  - (b) the Companies' senior secured creditor, the Bank of Nova Scotia, is supportive of the offer;
  - (c) none of the Companies' other creditors will be prejudiced by the transaction; and

(d) the offer is the highest price for the assets being offered for sale.

2. Sealing of the Receiver's summary of the offers received (Exhibit I) if requested in the court application for approval of the sale.
3. Sealing of 54040 Newfoundland and Labrador Inc.'s offer (Exhibit J) if requested in the court application for approval of the sale.
4. Approval of the Receiver's Statement of Cash Receipts and Disbursements for the period May 18, to June 19, 2006.
5. Approval of the Receiver's conduct to date.

All of which is respectfully submitted this 19<sup>th</sup> day of June, 2006.

Deloitte & Touche Inc.  
in its capacity as Receiver  
of Sea Treat Limited and  
related Corporate Guarantors and  
not in its personal capacity



Per: Ian Penney, CA-CIRP  
Vice President

EXHIBIT "A"

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF the Bankruptcy and Insolvency Act,  
RSC 1985, C. B-3, as amended (the "BIA") and the *Rules of  
the Supreme Court, 1986*

AND IN THE MATTER OF the application ("Application")  
of The Bank of Nova Scotia who seeks the appointment  
of Interim Receiver pursuant to Section 47(1) of the  
BIA and the appointment of a Receiver and Manager under  
Rule 25 of the *Rules of the Supreme Court, 1986*  
appointing Deloitte & Touche Inc. as interim  
receiver and receiver and manager (in such capacities,  
the "Receiver") without security, of all of the assets,  
undertakings and properties of Sea Treat Limited, Daley  
Brothers Limited, D.B.L. Fishing Company Limited,  
10561 Newfoundland Limited, 10563 Newfoundland  
Limited, Kegaska Seafoods Limited, Missing Link  
Limited, Grand Banker Enterprise Ltd., Anchor Shellfish  
Inc., Viking Sea Products Ltd., Vair Holdings Limited,  
St. Paul Seafoods Ltd., CB Seafoods Limited, Howard  
Turner and Sons Limited, 513087 N.B. Inc., Le Fruits  
De Mer Shippagan Ltee, Cheticamp Packers (1991)  
Limited and La Digue Fisheries Limited (collectively the  
"Respondents")

|                                  |                  |                        |
|----------------------------------|------------------|------------------------|
| Sea Treat Limited                | Estate No. _____ | Court No. <u>13515</u> |
| Daley Brothers Limited           | Estate No. _____ | Court No. <u>13516</u> |
| D.B.L. Fishing Company Limited   | Estate No. _____ | Court No. <u>13517</u> |
| 10561 Newfoundland Limited       | Estate No. _____ | Court No. <u>13518</u> |
| 10563 Newfoundland Limited       | Estate No. _____ | Court No. <u>13519</u> |
| Kegaska Seafoods Limited         | Estate No. _____ | Court No. <u>13520</u> |
| Missing Link Limited             | Estate No. _____ | Court No. <u>13521</u> |
| Grand Banker Enterprise Ltd.     | Estate No. _____ | Court No. <u>13522</u> |
| Anchor Shellfish Inc.            | Estate No. _____ | Court No. <u>13523</u> |
| Viking Sea Products Ltd.         | Estate No. _____ | Court No. <u>13524</u> |
| Vair Holdings Limited            | Estate No. _____ | Court No. <u>13525</u> |
| St. Paul Seafoods Ltd.           | Estate No. _____ | Court No. <u>13526</u> |
| CB Seafoods Limited              | Estate No. _____ | Court No. <u>13527</u> |
| Howard Turner and Sons Limited   | Estate No. _____ | Court No. <u>13528</u> |
| 513087 N.B. Inc.                 | Estate No. _____ | Court No. <u>13529</u> |
| Le Fruits De Mer Shippagan Ltee  | Estate No. _____ | Court No. <u>13530</u> |
| Cheticamp Packers (1991) Limited | Estate No. _____ | Court No. <u>13531</u> |
| La Digue Fisheries Limited       | Estate No. _____ | Court No. <u>13532</u> |

ORDER

Before the Honourable

on the      day of May, 2006

UPON APPLICATION made on notice by The Bank of Nova Scotia (the  
"Applicant") for an Order, *inter alia*, appointing Deloitte & Touche Inc. as Receiver  
without security over all the assets, property and undertaking of the Respondents

(collectively, the "Respondents" shall, where applicable, mean either of them);

AND UPON READING the Application, the Affidavits of Ian Penney dated 15 May 2006, 16 May 2006 and 18 May 2006, Jameel E. Sethi dated 12 May 2006, Aiden Daley dated 18 May 2006 and upon hearing the submissions of counsel for the Applicant, Shawn Kavanagh, and counsel for Cold North Sea Products Limited ("Cold North"), Gregory W. Dickie, Q.C. and no other persons served with notice of this Application appearing although duly served as appears from the affidavit of service of Gregory J. Connors sworn 17 May 2006:

#### SERVICE

1. THIS COURT ORDERS the Applicant is a person entitled to make this Application, that service on the Respondents is proper and sufficient for the purpose of this Application and that the time for service of this Application and the materials filed herein be and is hereby abridged so that this Application is properly returnable today and hereby dispenses with further service thereof.

#### APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 47(1) of the BIA, Deloitte & Touche Inc. is hereby appointed interim receiver, without security, of all of the Respondents' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property").

#### RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Respondents,

including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Respondents and, in carrying on the Respondents' business, to pay, without limitation, any and all amounts owing by the Respondents to suppliers of inventory whether such amounts arose on, before, or after the date of this Order, subject to the exception that the Receiver, without further order of this Court, shall have no power or authorization to operate and carry on the business of the Respondents at the fish processing facility of the Respondents located at Anchor Point, Newfoundland and Labrador, including the retaining of the services of any employees employed thereat or in any way subject to any agreement which governs the terms and conditions of employment at such facility.

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Respondents or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Respondents and to exercise all remedies of the Respondents in collecting such monies, including, without limitation, to enforce any security held by the Respondents;
- (g) to settle, extend or compromise any indebtedness owing to the Respondents;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondents, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Respondents;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Respondents, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such

appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$300,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause

and in each such case the notice and sale procedures under the *Personal Property Security Act* (Newfoundland and Labrador), the *Conveyancing Act* (Newfoundland and Labrador), and the *Bulk Sales Act* (Newfoundland and Labrador), shall not apply;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondents;
- (q) to enter into agreements with any trustee in bankruptcy appointed

in respect of the Respondents, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Respondents;

- (r) to exercise any shareholder, partnership, joint venture or other rights which the Respondents may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, (as defined below), including the Respondents, and without interference from any other Person.

#### DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Respondents, (ii) all of their current and former directors, officers, employees, agents, accountants and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, bank accounts (and all transactions related thereof), securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Respondents and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records"), in that Person's possession or control and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage,



whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

8. THIS COURT ORDERS that while a Proceeding may be issued against or in respect of the Respondents or the Property, that Proceeding shall immediately be stayed and suspended upon issuance except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Respondents or the Property are hereby stayed and suspended pending further Order of this Court.

#### NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Respondents, the Receiver, or affecting the Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Respondents to carry on any business which the Respondents is not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest or (iv) prevent the registration of a claim for lien.

### NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Respondents, without written consent of the Receiver or leave of this Court. Notwithstanding the foregoing and for greater certainty, any interested party may apply to this Court pursuant to paragraph 29 of this Order to vary or amend paragraph 10 of this Order on not less than 2 business days notice to the Receiver and to any other party likely to be affected by the order sought on upon such other notice, if any, as this Court may order.

11. THIS COURT ORDERS the all Persons are hereby restrained from terminating, canceling, withdrawing or otherwise interfering with any licenses, permits, quotas and quota rights, export certificates, inspection certificates (including Canada Food and Inspection Agency Certificates), Fisheries and Aquaculture Operating Licenses, approvals or consents in respect of Respondents or the Property (including, without limitation, the business of the Respondents) until further Order of this Court, and, without limiting the generality of the foregoing, this Court orders that the Receiver is entitled to enjoy the benefits of any such licenses, permits, quotas, quota rights, certificates, approvals or consents in the performance of its duties hereunder, provided it agrees to pay for any fees or payments associated therewith, for periods after the date of this Order to the extent not already paid for. Notwithstanding the foregoing and for greater certainty, any interested party may apply to this Court pursuant to paragraph 29 of this Order to vary or amend paragraph 11 of this Order on not less than 2 business days notice to the Receiver and to any other party likely to be affected by the order sought on upon such other notice, if any, as this Court may order.

### CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Respondents or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance (including property, casualty, general liability, product liability, credit and export), transportation services, utility or other services to the Respondents are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Respondents' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case, that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Respondents or such other practices as may be agreed

upon by the supplier or service provider and the Receiver, or as may be ordered by this Court. Notwithstanding the foregoing and for greater certainty, any interested party may apply to this Court pursuant to paragraph 29 of this Order to vary or amend paragraph 12 of this Order on not less than 2 business days notice to the Receiver and to any other party likely to be affected by the order sought on upon such other notice, if any, as this Court may order.

#### RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including, without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### PRIVACY MATTERS

14. THIS COURT ORDERS that, pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Respondents, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### LIMITATION ON THE RECEIVER'S LIABILITY

15. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any failure by the Receiver to conduct its duties under this Order honestly and in good faith and deal with the Property in a commercially reasonable manner. Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable

legislation.

#### RECEIVER'S ACCOUNTS

16. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

17. THIS COURT ORDERS that any expenditure or cost which shall be made or incurred by the Receiver with respect to the finishing of processing, storage or marketing of fish and fish products ("Fish Products"), located at any location forming part of the Property upon the Receiver taking possession of such location, or placed thereafter, shall be first paid and be reimbursed from the proceeds derived from any sale of the Fish Products in priority to all security interests, trusts, liens, charges, encumbrances and claims, statutory or otherwise, in favour of any other person with respect to such Fish Product.

18. THIS COURT ORDERS that the Receiver shall be at liberty, from time to time, to pay costs and other expenses relating to the Property, including its own reasonable remuneration and disbursements, from monies in its hands. Any amounts so applied against the Receiver's remuneration and expenses shall constitute advances against the amounts allowed on the passing of the Receiver's accounts. X

#### FUNDING OF THE RECEIVERSHIP

19. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

20. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

21. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

22. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a pari passu basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### GENERAL

23. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

24. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents.

25. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

26. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

27. THIS COURT ORDERS that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicants security, then on a substantial indemnity basis to be paid by the Receiver from the Respondents' estate with such priority and at such time as this Court may determine.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Applicant from commencing proceedings against any guarantors or other

persons in respect of any indebtedness to the Applicant secured by the Property.

29. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than 2 business days notice to the Receiver and to any other party likely to be affected by the order sought on upon such other notice, if any, as this Court may order.

DATED at St. John's; NL, this 18<sup>th</sup> day of May 2006.

P. Amling  
Asst Deputy Registrar (Acting)

SCHEDULE "A"  
RECEIVER CERTIFICATE

CERTIFICATE NO.  
AMOUNT \$

1. THIS IS TO CERTIFY that Deloitte & Touche Inc., the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited appointed by Order of the Supreme Court of Newfoundland and Labrador (the "Court") dated the \_\_\_\_\_ day of \_\_\_\_\_ 2006 (the "Order") made in an action having Court file number \_\_\_\_\_ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of The Bank of Nova Scotia from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and subject to paragraph 29 to the Order whereby such Order may be varied or amended, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

x  
B

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of May, 2006.



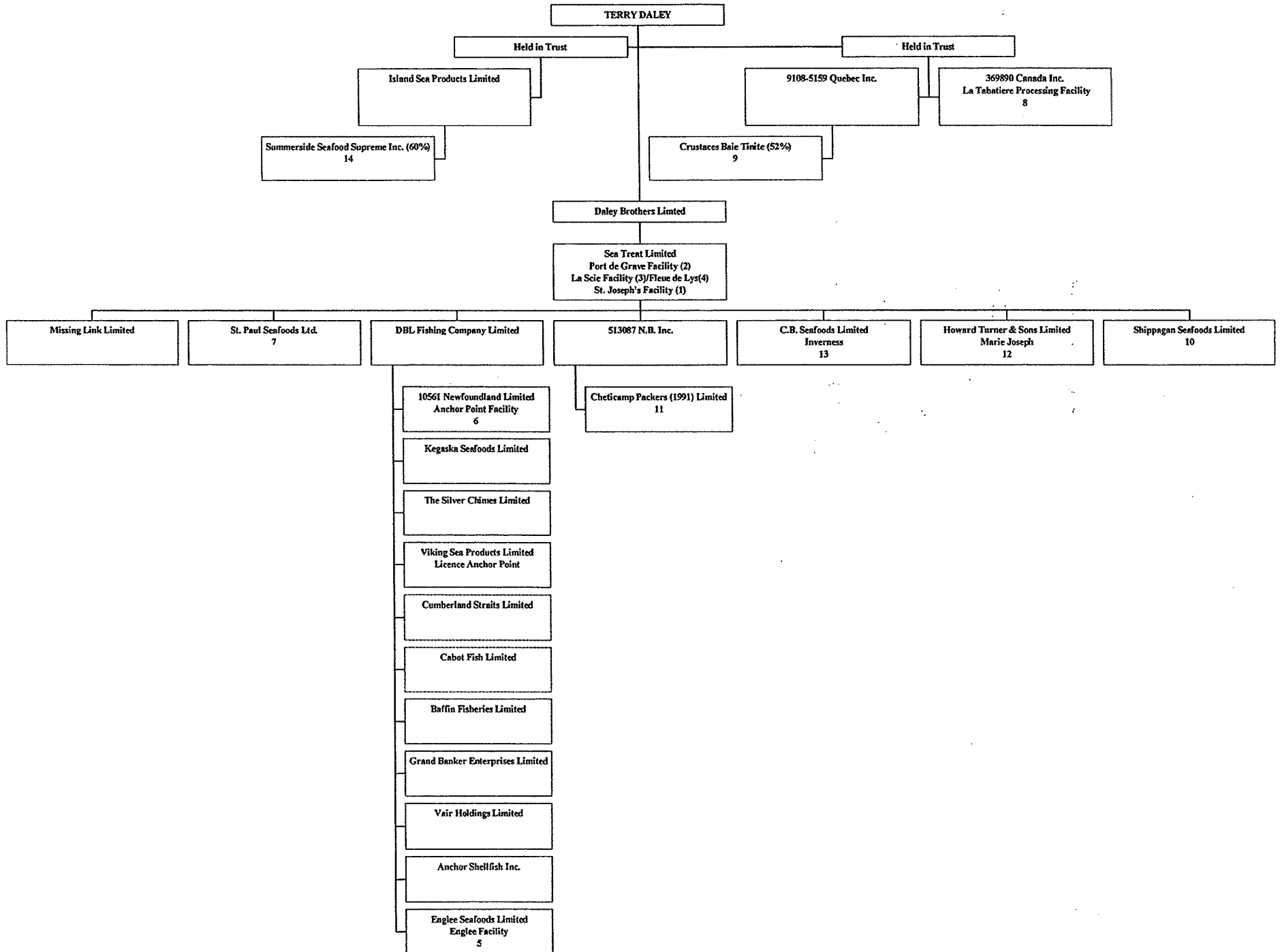


EXHIBIT "C"



**Sea Treat Limited**  
Atlantic Canada's Finest Quality Seafood

**PORT DE GRAVE**  
**INFORMATION PACKAGE**

May 22, 2006

**Deloitte.**

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## ***Location***

The Port de Grave facility is located in Newfoundland and Labrador and is approximately 15 minutes from the town of Bay Roberts and just south of Carbonear.

## ***Description of Facilities***

This facility is comprised of two buildings which are multi-storey wooden structures with concrete floors and foundations, from which a variety of seafood products are processed. The first building houses a large open storage space, administrative offices, a crab meat plant and a pelagics processing plant and is approximately 16,700 square feet. The second building houses the company's crab processing plant, cold storage facility, dry-dock area and blast freezers. This building is approximately 12,000 square feet and is a 3-storey structure. The plants are located next to a 100 foot wharf leased from the Harbour Authority of Port de Grave. This plant also has a 600 volt power supply and 20,000 gallon water tank with 3 artesian well pumps to facilitate production.

## ***Products***

The Port de Grave plant is primarily a crab section processing facility. In addition, the facilities accommodate and house equipment to process crab meat, pelagics and other seafood products.

## ***Equipment***

Major crab processing equipment includes a high pressure grading table with blancher; 20 station butchering table; brine packing line with automatic belt to cooker, steam cooker, cooling tank and brine tank for product freezing, sample tables, glaze tank, boxing table with horseshoe belt; automatic conveyor line to cold storage and pan return.

The company's crab meat processing line is comprised of the following equipment: meat cooker, meat cooler, roller table, transport pans, chopping line with 24 stations, course separator drum, shaker, fine separator drum, tip rolling line with 16 stations, grinder, packing conveyor, plate freezer and boxing tables.

Port de Grave's pelagics equipment consists of a large hopper with heavy duty conveyer, grader, various electric and hydraulic conveyers, roller tables, chutes and numerous scales (50 – 100 lbs).

Equipment for these lines has been manufactured by well known industry leaders such as Style International and C&W, among others.

## ***Throughput***

In 2005 the Port de Grave plant processed the following quantities of finished product for sale:

| <b>Description</b>                    | <b>Quantity (lbs.)</b> |
|---------------------------------------|------------------------|
| Crab sections                         | 6-7 million            |
| Crab meat                             | 50 thousand            |
| Pelagics                              | 10 million +           |
| Other (monkfish, turbot, ground fish) | Various                |

## ***Freezers and Ice Making***

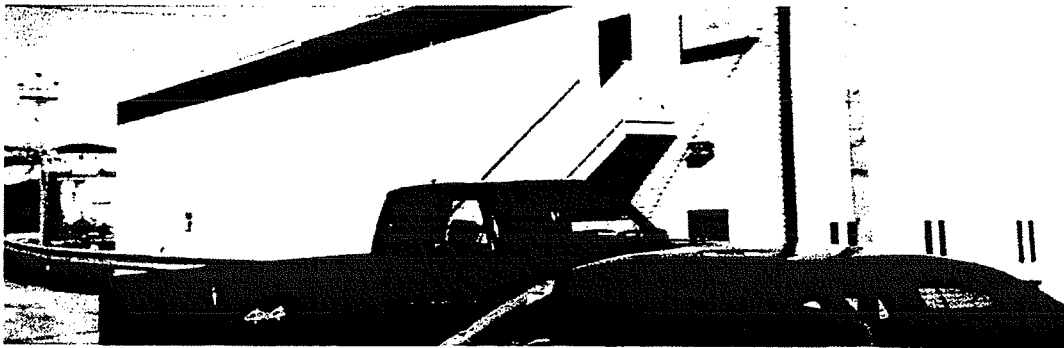
Port de Grave has a total of 6 blast freezers, which are comprised of 5 ammonia units and 1 Freon unit. Although the dimensions of each blast freezer vary, average blast size is approximately 1,200 square feet and operates at -40 Fahrenheit, with an average of 26 tons of capacity, per load, each. These blast freezers can accommodate a total of approximately 110 racks for freezing finished product.

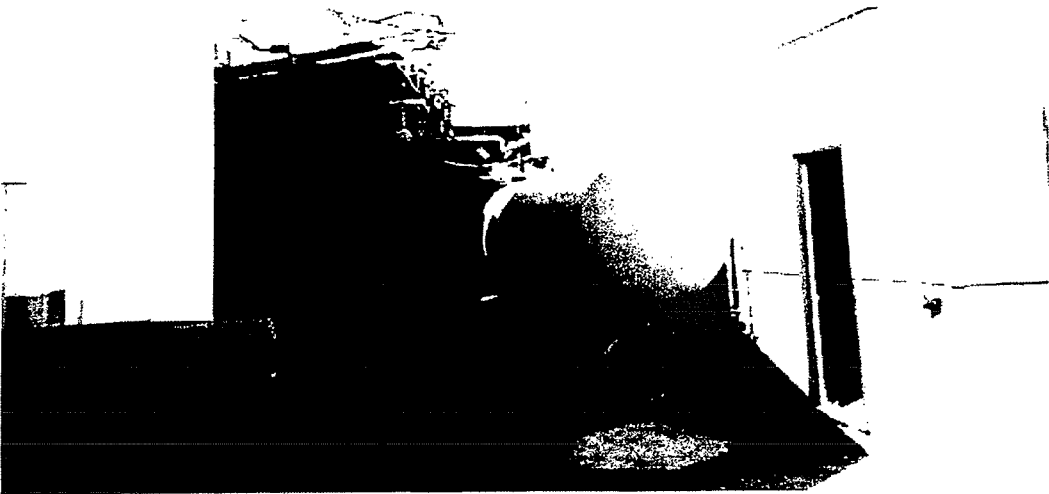
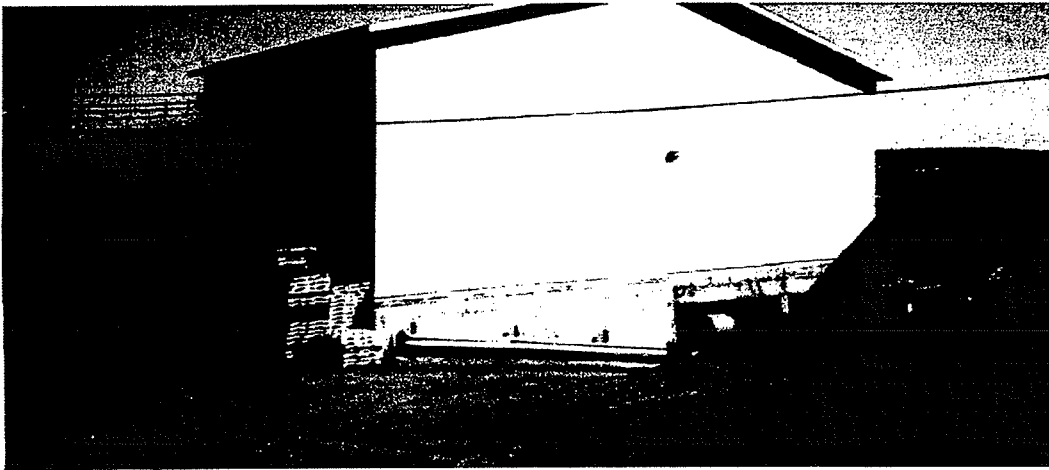
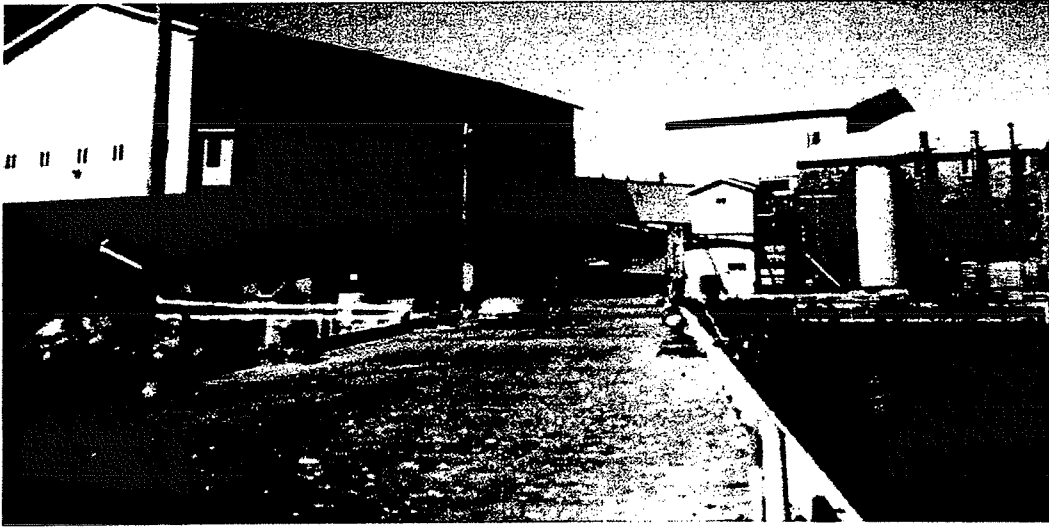
3 Northstar ammonia ice makers with the ability to create 3 tons of ice per hour are used to manufacture flake ice for storage in the facility's ice pound, which can lodge a total of approximately 70-80,000 lbs of ice.

The company's facilities also include a plate freezer, which is able to accommodate 15 plates.

## ***Cold Storage***

Port de Grave's cold storage room is approximately 8,500 square feet and is used to house the company's finished product until it is ready for shipment. The cold storage facility operates at an average temperature of -21 Fahrenheit, but can facilitate temperatures of -40 Fahrenheit, when cooling fans are operating.







**Sea Treat Limited**  
*Atlantic Canada's Finest Quality Seafood*

**ST. JOSEPH'S**  
**INFORMATION PACKAGE**

**May 22, 2006**

**Deloitte.**

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## ***Location***

The St. Joseph's facility is located in the town of St. Joseph's, in St. Mary's Bay, Newfoundland and Labrador.

## ***Description of Facilities***

This facility is comprised of two buildings both of which consist of wood frame on a concrete foundation, with an asphalt shingle roof. The first building houses storage space, administrative offices, a welding shop, and blast freezers. This building is a three storey structure and has footprint of approximately 9,000 square feet.

The second building houses the company's shrimp processing plant and pelagics processing equipment. This facility is a two storey structure and has a footprint of approximately 16,000 square feet. It also includes a wharf that is used primarily for receipt of product to be processed in the facility.

## ***Products***

The St. Joseph plant is predominantly a shrimp processing facility. In addition, the facilities accommodate and house equipment for the processing of pelagics and other seafood products.

## ***Equipment***

Significant pieces of equipment include washers, air separators, a Flo freezer, an optical sorting machine and a finished product grader. The equipment has been purchased from manufacturers such as C&W, Cormitech, 3X Stal, and Pulsor.

## ***Throughput***

The approximate production capacity, based on two shifts, is 110,000 pounds of raw shrimp or 250,000 pounds of raw pelagics per day.

## ***Freezers and Ice Making***

St. Joseph's has a total of 7 blast freezers. These blast freezers have the ability to freeze approximately 250,000 lbs of finished product and operate at approximately -30 Celsius. In addition, there is a Frigoscandia Flo Freezer Model LSM35 with a capacity of 3,000 pounds of finished product.

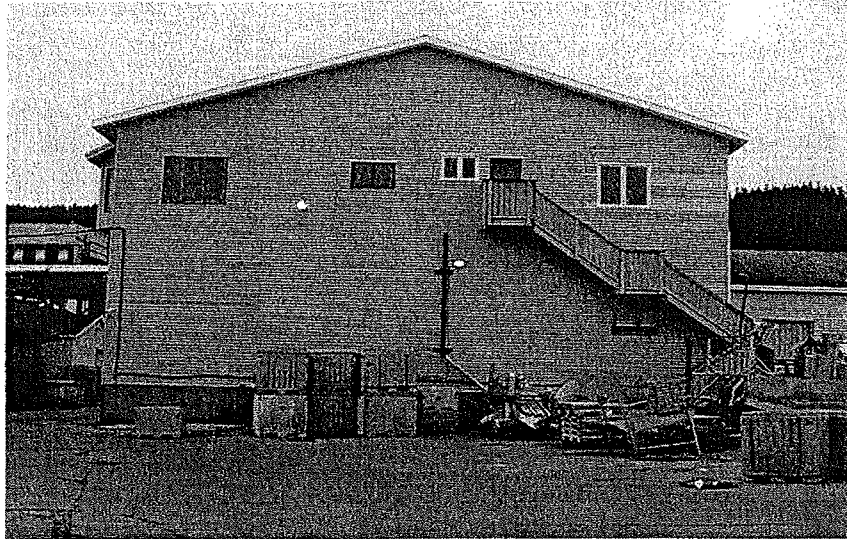
On a combined basis, St. Joseph's 3 ice makers can manufacture a total of 60 tons of ice per day, this also includes a delivery system and ice blowing capabilities

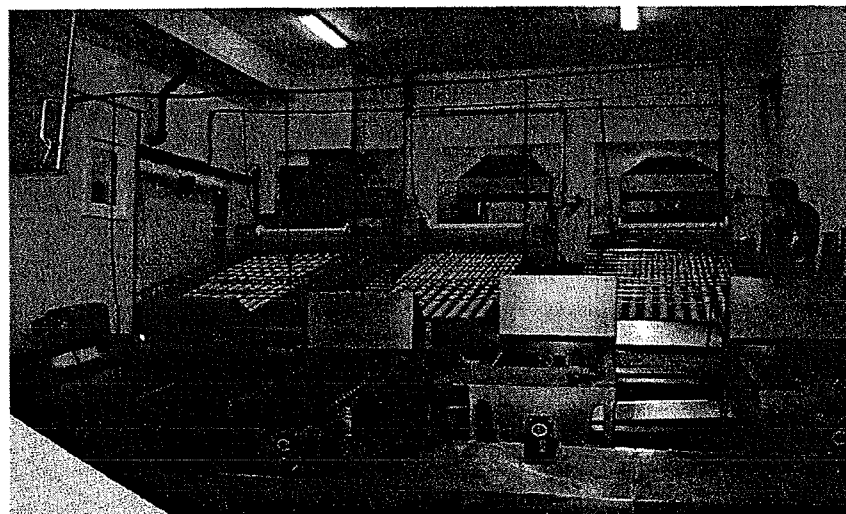
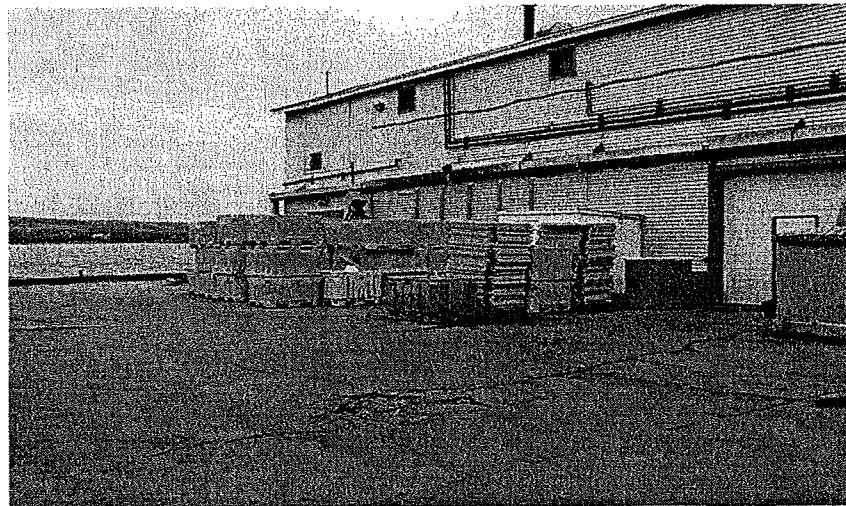
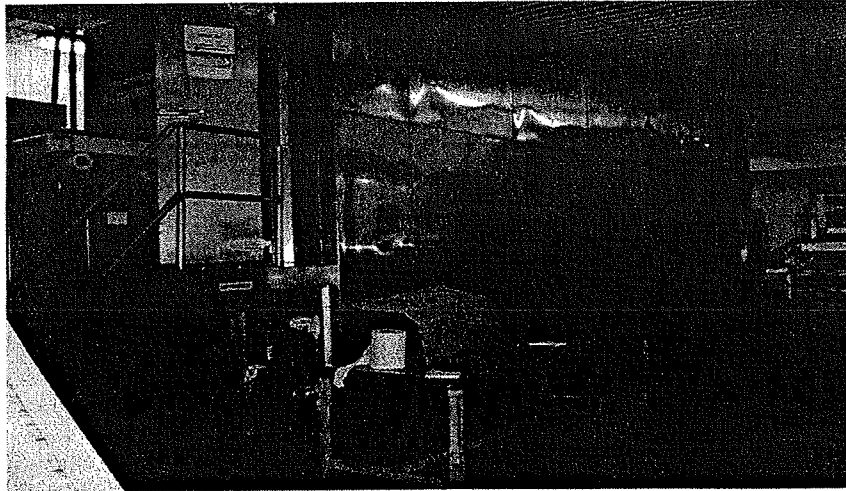
## ***Cold Storage***

This plant has two cold storage facilities to house finished and other required products. One storage facility runs on ammonia, while the other runs on freon. Combined, these storage rooms can store approximately 1 million lbs of finished product until it is ready for shipment.

## ***Boilers***

St. Josephs houses 2, 90 PSI Boilers with 100 Hp and 60 Hp capabilities, model 1050FFD and JR2HS-60-XO-150 respectively.







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**ANCHOR POINT**  
**INFORMATION PACKAGE**

**May 22, 2006**

**Deloitte.**

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## ***Location***

This facility is located in northern Newfoundland and Labrador in Anchor Point, south of Flower's Cove on the west side of the Great Northern Peninsula.

## ***Description of Facilities***

The Anchor Point plant is a wood frame building on a concrete foundation, with an asphalt shingle roof and vinyl siding. This facility has approximately 40 years of history behind it and has had a number of additions and improvements made to it in both in 1999 and 2000. The entire facility is approximately 24,500 square feet.

## ***Products***

Anchor Point processes shrimp only.

## ***Equipment***

Significant pieces of equipment include washers, air separators, a Flo freezer, an optical sorting machine and a finished product grader. The Equipment has been purchased from manufacturers such as C&W, Cormitech, 3X Stal, and Pulsor.

## ***Throughput***

The approximate production capacity, based on two shifts, is 150,000 pounds of raw shrimp per day. The following table sets out the facility's historical throughput over the course of the last 4 years.

| <b>Year</b> | <b>Raw Material (lbs)</b> | <b>Finished Product (lbs)</b> |
|-------------|---------------------------|-------------------------------|
| 2005        | 10 million                | 3 million                     |
| 2004        | 14 million                | 4 million                     |
| 2003        | 9 million                 | 3 million                     |
| 2002        | 15 million                | 5 million                     |

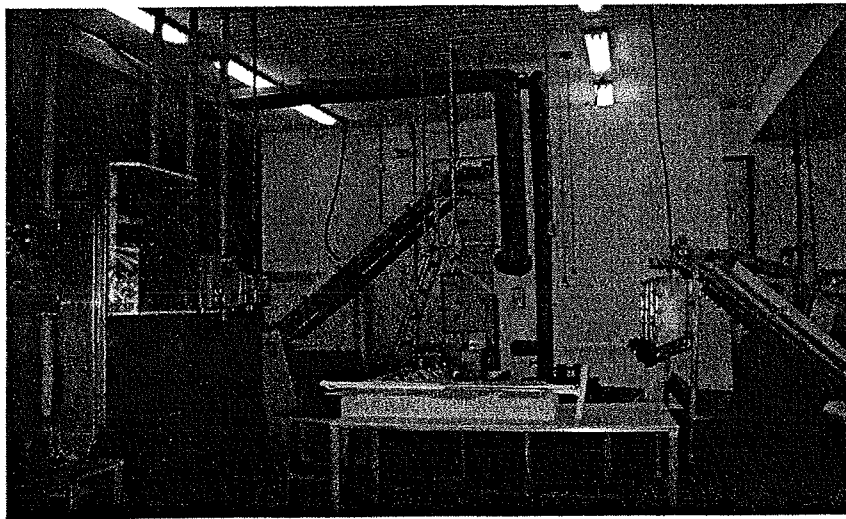
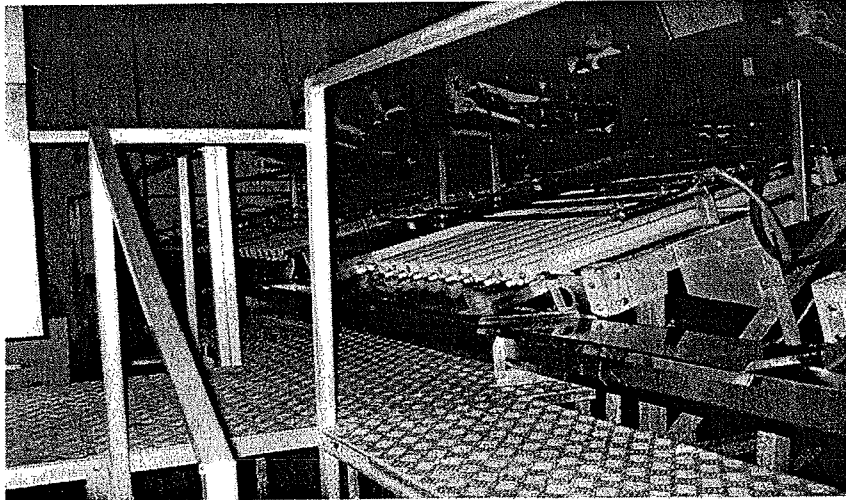
## ***Freezers, Ice Making, Cold Storage***

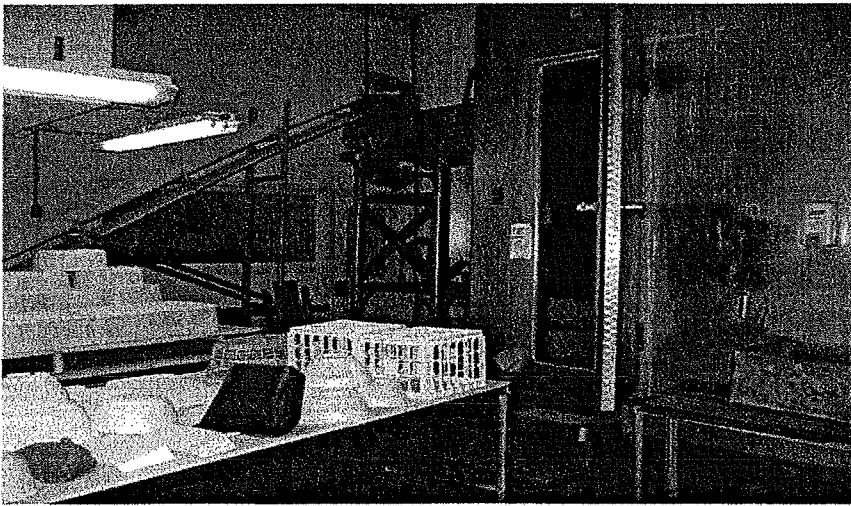
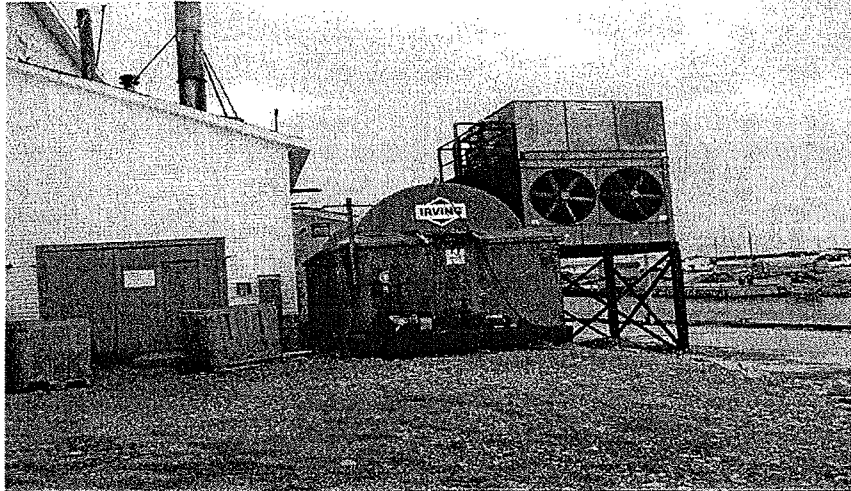
Anchor Point has 1585 Hp of refrigeration capacity. The cold storage room contains approximately 27,000 cubic feet of storage space. There are three 30-ton Northstar ice makers that include a delivery system and ice blowing capabilities.

## ***Boilers, Fuel, Power***

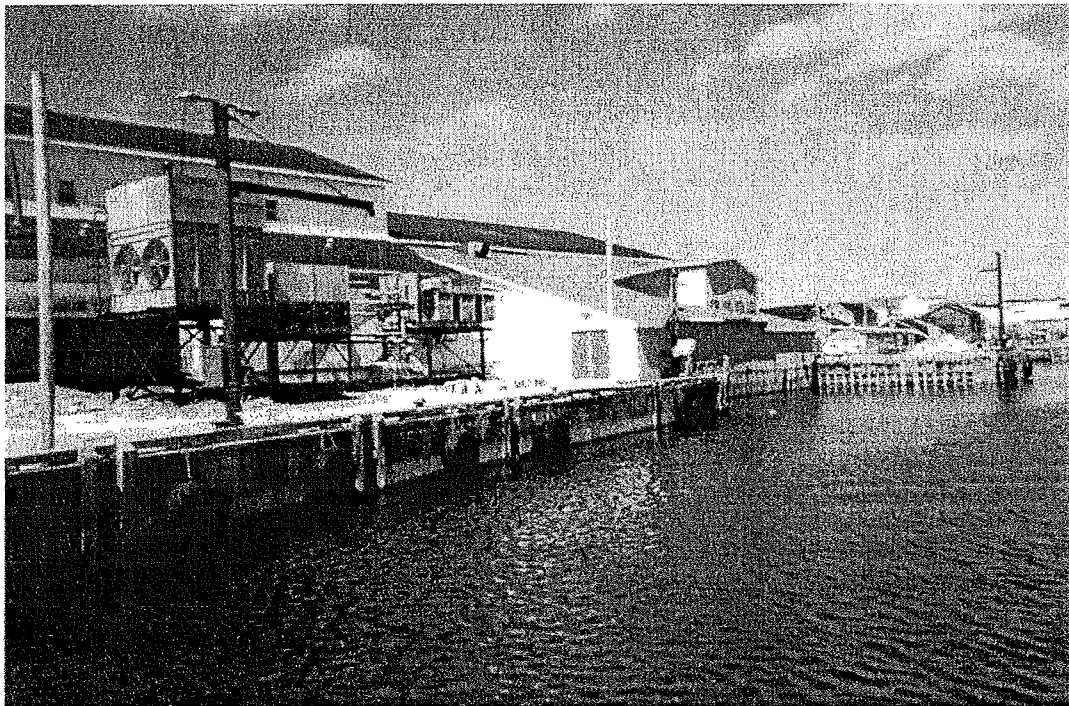
Anchor Point houses 3 Boilers with 250 Hp, 40 Hp and 50 Hp capabilities. The facility has a 10,000 gallon double walled fuel oil tank. Power is provided by a pad mounted transformer,

delivering 1600 amps, at 600 volts. Domestic service is delivered at 1200 amps, at 220 volts and is 3 phase.











**Sea Treat Limited**  
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**CHETICAMP**  
**INFORMATION PACKAGE**

**May 22, 2006**

**Deloitte.**

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## ***Location***

The Cheticamp facility is located in Cheticamp, Nova Scotia.

## ***Description of Facilities***

The facility is a wood and concrete block structure, with asphalt shingles and concrete floor and foundation. There are also three wells on site.

## ***Products***

The plant is primarily a crab section processing facility. In addition, the facilities accommodate and house equipment to process herring roe.

## ***Equipment***

Major crab processing equipment includes a high pressure grading table with blancher; 18 station butchering table; 4 stage grading table and return (36 x 2 stations), 900 series Diamond conveyor, auto 3 pass cooker and chiller, conveyor and scale systems, single stage brine, rinse and glaze tank, after freezer, tunnel freezer, packaging and strapping machinery and necessary conveyor and scale systems, and 2 plate freezers.

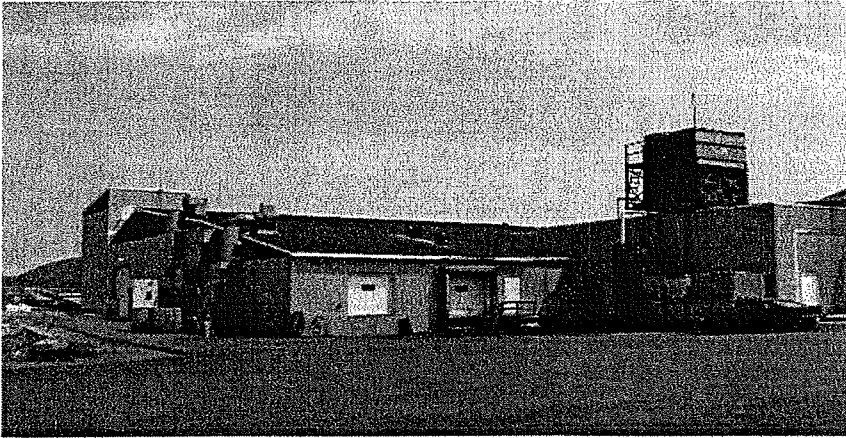
## ***Throughput***

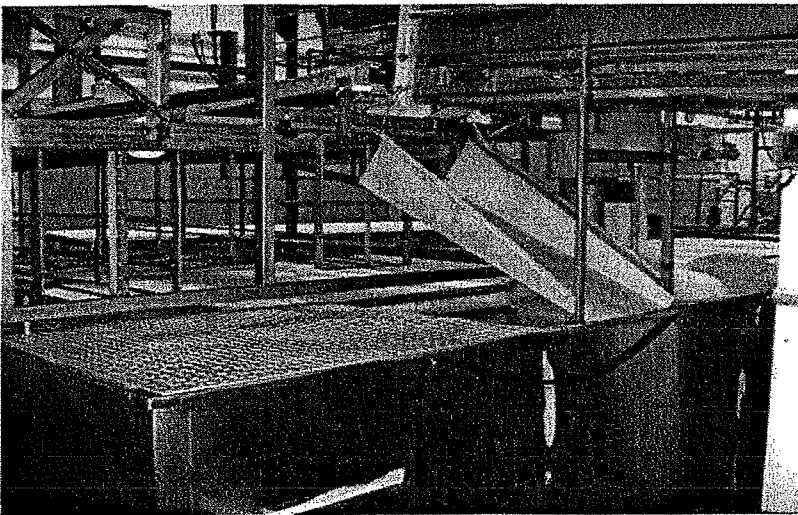
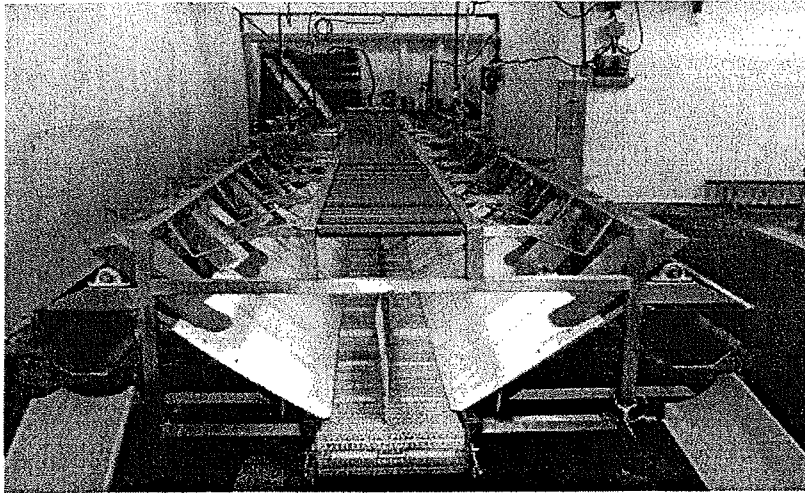
Recent production history indicates that the Cheticamp plant has the capacity to process the following quantities of finished product for sale:

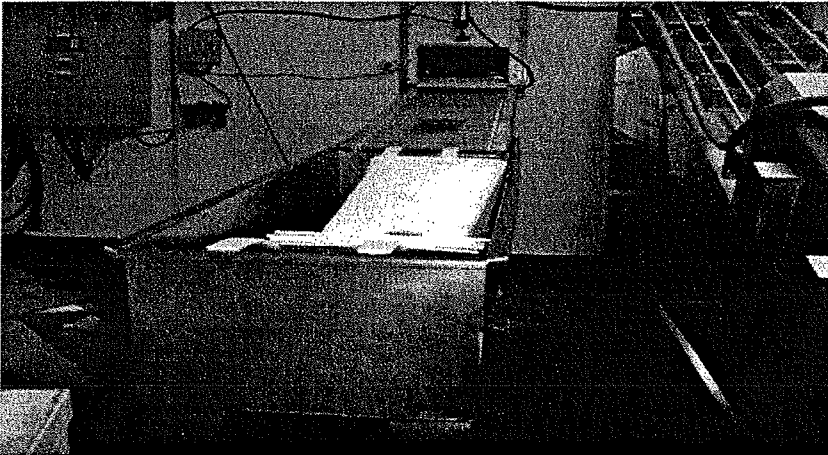
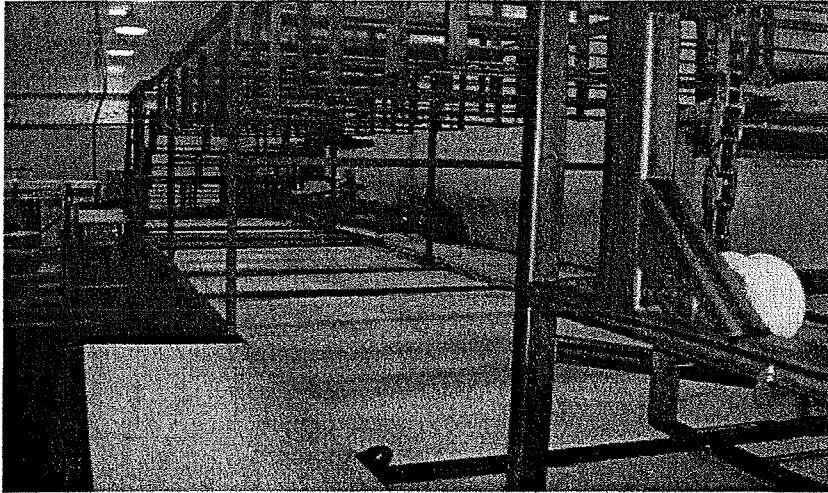
| <b>Description</b> | <b>Quantity (lbs.)</b> |
|--------------------|------------------------|
| Crab sections      | 3.7-3.8 million        |
| Herring roe        | 200-240 thousand       |

## ***Cold Storage***

Cheticamp's cold storage room has the capacity to store between 130,000 to 150,000 lbs of finished product.







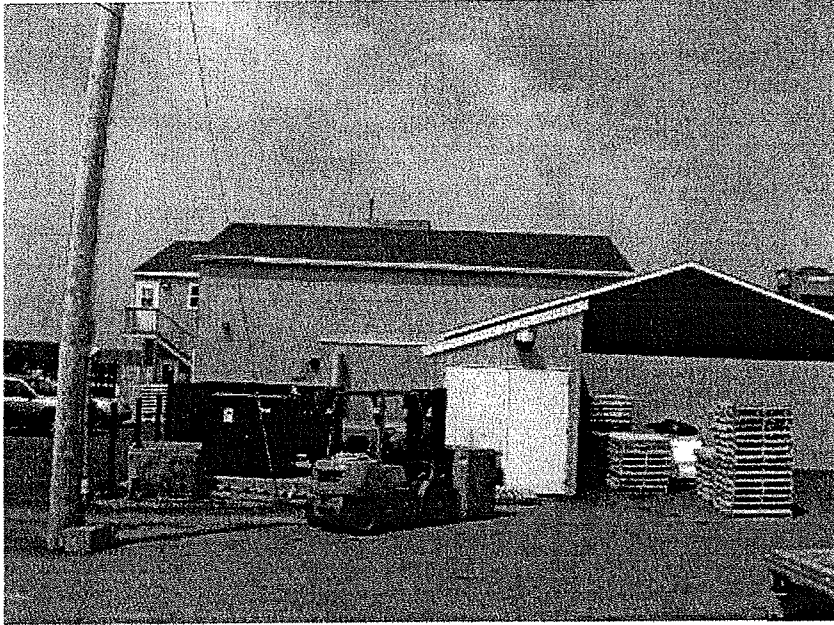




EXHIBIT "D"

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**Sea Treat Limited**  
Atlantic Canada's Finest Quality Seafood

**INVENTORY & ACCOUNTS RECEIVABLE  
INFORMATION PACKAGE**

May 23, 2006

**Deloitte.**

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## **Cheticamp Equipment Inventory**

### **Managers Office**

2 Desks

1 Desk chair

---

4 Meeting Chairs

1 Antec Computer Tower

1 NEC Monitor

1 Keyboard

1 Phone

### **Office #1**

1 Desk

1 Desk Chair

1 Phone

1 Calculator

### **Reception Office**

1 Desk

1 Desk Chair

4 Drawer Filing Cabinet

5 Shelf wall unit

Brother HL-1440 Printer

LG Computer Tower

LG Monitor

Phone

Casio Calculator

Dot Matrix Printer

### **Kitchen/Admin Area**

Photocopier (KM-1810)

Admin Supplies (pens, paper, paper clips, etc)

Citizen Microwave

Sanyo Bar Fridge

Coffee Maker/Tea Kettle

Computer Tower with keyboard (unused, no monitor)

### **Reception**

Small Desk

Desk Chair

HP LaserJet 1012 Printer

Acer Tower Computer

NEC Monitor

---

Phone  
Casio Calculator  
2 Drawer Filing Cabinet  
Water Cooler

---

**Upstairs Storage Area #1**

Multiple (200+) Packages Styro-foam Trays  
11 boxes photocopy paper  
32 bankers boxes prior year records

**Upstairs Storage Area #2**

Multiple Stacks of Obsolete Packaging

**Lower Storage Area #3**

2 Pallets Box Packaging Material  
1 Metal Detector

**Freezer and Refrigeration Unit**

No inventory in unit

**Green Mitsubishi Diesel Forklift**

**Outside Freezer Room**

1 Raymond Power Lift-Jack  
2 Strapping Machines

**Chemical Storage Room**

3 White Barrels Ammonia  
38 Bottles Sodium Hydrochloride  
4 Cases Skin Cleaner

**Uniform Storage Room**

1 Computer Monitor  
1 Label Maker  
8 Bags G17K Black Heavy Weight Gloves  
5 Bags Endeavour Aprons  
2 Bags Endeavour Sleeves  
1 Case Red Heavy Gloves  
2 Cases Black Best Gloves  
4 Cases Blue No-Name Gloves  
1 Case White Tack Smocks  
3 Cases Nitty-Gritty Gloves  
1 Case Blue Sleeves  
1 Bag of White Hair Nets

---

**Outside Chemical Room Storage**

13 Cases 1600 Paper Towel

6 Boxes 5610 Paper Towel

14 Cases 6" Green Scrub Pads

Approximately 50 Boxes Color Labels

4 Boxes White 21" Hairnets

Miscellaneous Plastic & Labels

12 Boxes Pallet Tape

**Pump Room**

5 Easy Clean Pumps

**Outside Pump Room**

6 Pallets Packing Material (Tape and Plastic Wrap)

**Tool & Dye Room**

1 Drill Press

1 Grinder

1 4 Drawer File Cabinet

1 Microwave

1 Heavy Duty Vice

2 Welding Kits (3 Tanks)

1 Welding Kit Battery

Various supplies

**Boiler Room**

2 Cleaver and Brooks Model H Boilers

1 Old Strapping Machine

1 Standing Cabinet

1 Fire Extinguisher

**Upstairs Attic**

2 Compressor Units

1 Air Exchanger

13 Cases Small Trays

1 Junk Room

3 Bundles Styro-foam Insulation

1 Pump

10-20 Boxes Filters/Tape

**Under Stairs to Attic**

8 Kilo Tech Scales

8 Accu-Weigh Scales

**Electrical Room**  
6 Toledo Scales  
2 Accu-Weigh Scales  
Electrical Control Panel

---

**LEM Loading Ramp - Quality Loading Equipment, no serial number**

**Flat Bed Trailer -- License plate Nova Scotia 4-67-73**

**Trailer (refrigerator unit) serial number 1UYV62485PM861707 Plate number 4-54-33**

**63 wooden pallets**

**1 Stainless Steel Stand**

**Inventory in trailer serial number 1UYV62485PM861707**

700 Medium size tote boxes

1 Garage door

2 pumps (1 used and 1 new) serial number for new HT030504P

1 3 phase induction motor serial number 000205955

**Parking Lot -- Front Building**

2 pallets of coarse salt

10 rolls box liners

53 wooden pallets

**1 Trailer (non-functioning refrigeration unit), no serial number New Brunswick Plate TEA-646**

**Inventory in above trailer**

8 Full pallets of packaging materials

**1 Trailer (non functioning refrigeration unit), no serial number, New Brunswick plate TCW-434**

**Inventory in above trailer**

Full of obsolete packaging material.

**Brigadier Short Bed Truck (non functioning) no serial number, Nova Scotia Plate.22704**

**Inventory inside above Short Bed Truck**

5 Pallets of packaging materials

**Small Fenced Storage**

72 New wooden pallets

---

39 Used wooden pallets

**Large Fenced Storage**

Various used processing equipment and metal

7 White chemical storage barrels

3 pallets of coarse salt

---

16 pallets of medium fish trays (68 per pallet)

**Outside Large Fenced Storage**

5 pallets tote boxes

5 pallets of medium trays

**Back of Large Fenced Storage**

14 Fiberglass lobster holding tanks

**Back of Building (Sea Side) Outside**

3 Large grey fish boxes

5 68kg Chlorine cylinders

1 Enclosed Chlorine unit with 2 Chlorine cylinders

1 Storage Shed (3x7) with 4 medium tote boxes

1 Waste exit line

2 Large grey fish boxes

**Side of Building -- Parking Lot Side**

18 Blue fish boxes

2 Picnic tables

10 New wooden pallets

**Quality Control Room**

1 CPU serial number TA23165040-R1-0855

1 Monitor serial number 2201888TA

1 Printer serial number 01230228397

1 Keyboard

1 Phone

1 Bar Fridge

3 Bankers boxes with quality control files

1 Scanner serial number U2P513278

1 Freezer Probe serial number 10184658

1 Deck

2 Chairs

1 2 drawer cabinet

1 4 drawer cabinet

5 Environmental sample kits

2 Salt refractors

---

**Employee lunch room**

- 1 Fridge
  - 4 Microwave ovens
  - 5 Lunch Tables with benches
  - 1 Water cooler serial number 20041703081
- 

**Dry Pack Room**

- 1 Scale on Table – scale serial number B013212
- 1 Freezer Tunnel serial number AD418615
- 400 Medium sized trays (berry pans)
- 1 Japanese crab production line
- 1 Shrink wrap machine – serial number A205C3E14785
- 1720 Two pounder trays
- 1 Pan return machine
- 4 Stainless steel stands
- 1 Glazing tank
- 1 Grouping of wall fixtures
- 1 Control Unit for After Freezer serial number P050907
- 80 Packing Boxes
- 1 Strapping Machine serial number 19225
- 1 Lifrite Dolly 5500lbs capacity

**Control Room**

- 2 Small desks
- 3 Chairs

**After Freezer Room**

- 1 After freezer

**Butchering and Receiving Area**

- 1 Blancher
- 600 Regular size fish totes
- 50 Medium trays
- 8 Batch cookers
- 1 Air hoist
- 1 Water cooler
- 2 Scales serial numbers 02897 and 33287
- 1 Butchering table
- 1 Hockey stick belt
- 2 Electrical converters

**Packline Assembly Room**

- 1 Packline Assembly machine
-



- 300 Regular sized fish totes
- 2 Electrical converters
- 1 Packerline transportation belt

#### **Cooking Area**

- 
- 1 Large three stage cooker with chiller
  - 1 Temperature gauge
  - 1 Computer controller power box
  - 5 Stainless steel tables
  - 1 weighing area with scales (2) serial numbers E019010063 and 015720
  - After freezer end line serial number 24339

#### **Brine Room**

- 1 Brine unit
- 1 Plate freezer
- 3 pallets of coarse salt
- 1 Automatic Glazing Tank
- 1 Computer controlled power unit

#### **Power Plant Room**

- 1 Power Unit serial number 143771
  - 1 4 shelve unit with parts
  - 2 Emergency air supply units
  - 1 Pump serial number 3083
  - 1 Power plant control unit
-

# ANCHOR POINT EQUIPMENT INVENTORY

## Plant Manager's Office

- 1 Four drawer legal file cabinet
- 1 Computer desk, wooden
- 1 Office desk
- 2 Chairs
- 1 Canon calculator (P126D)
- 1 IBM p/c 2G and keyboard
- 1 Azura 14" monitor
- 1 Garbage can
- 2 Fire extinguishers
- 1 Canon Printer MP390
- 1 Megometer fluke 1520
- 1 Panasonic security system
- video monitor WVBM 1410
- VCR AGRT600A
- video multiplexor WJ-FS316
- 1 First aid kit
- Misc hand tools
- 1 Touch screen pulsar - elec sorting machine
- 1 Case vulken grey sealant (12)
- 2 Termination kits (transformers)
- 6 Cans of cold galvanizing compound

## Production Manager's Office

- 3 Uniforms
- 1 Wooden desk
- 1 Samtron 14" monitor
- 1 MID-EPP 1100 ATX computer and keyboard
- 1 4 drawer legal file cabinet
- 1 First aid kit
- 1 Pennsylvania digital scale #4500
- Misc. office supplies in/out basket, garbage can, 3 cork boards, etc.
- 1 First aid kit
- 1 Iowa label applicator AP65-100
- 2 Pr coveralls
- 1 Arm chair

## Main Office

- 1 Brother Intellifax1270
- 1 Paper shredder
- 1 Small wooden table
- 2 Wooden double pedestal desks
- 1 Philips 15" monitor
- 1 LG Computer and keyboard
- 1 Canon P126D calculator
- 1 D Link Router
- 1 Comtrend modem
- 1 Brother Laser Printer

- 1 3 drawer file cabinet
- 2 Chairs
- 1 Canon Image class D680 Fax
- 1 Sharp cabinet
- 2 4 drawer filing cabinet
- 6 Pneumatic valves SMC

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Misc parts

- 1 Wooden magazine rack

**Quality Control Office**

- 1 Eldon double door cabinet (plastic)
- 1 Quantity of rubber gloves, rain suits and misc. office supplies
- 1 Chair
- 1 Computer Desk
- 1 Four drawer file cabinet

**Procurement Manager's office**

- 1 Single bed and mattress
- 1 Single pedestal desk
- 1 2 drawer file cabinet
- 1 Chair
- 1 Canon P126D calculator
- 1 Whiteboard
- 2 Doran digital scales, Model 4300
- 1 Digi label maker GP1000
- 2 Pair rubber boots

**Bedroom**

- 1 Bunk bed and 2 box springs and mattresses
- 1 Chair

**Bedroom**

- 2 Single beds c/w 3 box springs and 2 mattresses
- 1 Western digital scale, model 2000
- 1 Samsung Monitor 14"
- 1 Power inverter Siemens
- 1 Sona computer c/w keyboard and mouse
- 2 Chairs
- 1 Xerox copier (not working)
- 7 Boxes of sampling kits (10 in a box)
- 2 Used lined overalls
- 1 Computer s/n 12NF010228-16135 (not sure if working)
- 1 Kenmore vacuum
- 1 Impulse sealer WO-400H
- Parts for Pulsor touch screen
- Misc. Parts
- 1 Canadian Scale Co. -digital DF2000

**Kitchen**

- 1 Table
- 2 Chairs
- 1 Kenmore dishwasher
- 1 GE range
- ~~1 Kenmore fridge (not-working)~~
- 1 Kenmore deep freeze - 7 cu ft
- 1 Loveseat and chair
- 1 Sofa and chair
- 1 Goldstar 20" TV
- 1 Sylvania VCR
- 1 Bell Express VU Receiver 3100 series
- 1 Compaq laptop Presario - 2100
- 1 Wooden table
- 1 Canon printer i350
- 1 Plastic chair
- 1 Fire extinguisher

**Locker room**

- 12 Double lockers (clothes)
- 1 6 ft. step ladder
- 1 Shoe rack

**Ice Making Room**

- 1 Gas mask (Canister)
- 3 North Star Ice Makers (30 ton)
- 1 Wescold Chiller c/w air turbine  
and 75 HP motor (Ice blowing system)
- 1 Water softener system - Myers  
MGT 150
- 12 bags water softening salt - 20 KG each
- 1 Fire extinguisher

**Employee Lunch Room**

- 1 Kenmore 17' fridge
- 1 Kenmore microwave
- 1 Goldstar microwave
- 1 Toaster
- 1 Kettle
- 1 Bunncoffee maker
- 1 Sunbeam water cooler
- 1 Pennsylvania scales digital, Model 4500 50 LB
- 1 Hi-tech scales M2000 - 100 lbs
- 1 Kenmore range
- 1 Fly catcher
- 1 Hi-tech scales DF2000 100 lbs
- 1 Hi-tech scale M2000 100 lbs
- 26 Plastic chairs (blue)
- 23 Black vinyl chairs
- 3 6 ft table
- 1 8 ft table

1 Cork board

**Change Room**

2 s/s boot racks  
1 s/s sink

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**Laundry Room**

2 Kenmore washers  
2 Kenmore dryers  
Quantity of rubber boots  
1 1/2 Containers of detergent  
Quantity of garbage bags  
11000 Blue bonnets  
Quantity of Scotch Brite scouring pads  
Quantity of garbage bags  
1 Step stool  
23 Cases of disposable gloves - misc sizes  
11 Cases of 12 liters per case of cleaning roller  
Quantity of Rubber boots - white  
1 case (1000) white bonnets  
Quantity of sanitizers and soaps  
3 Large pants (Rain Pro)  
2 Med pants (Rain Pro)  
6 Small jackets (Rain Pro)  
4 Med jackets (Rain Pro)  
2 Ex-large jackets (Rain Pro)  
11 Cases hand sanitizers  
6 small pants (Rain Pro)  
11 Cases of Go Jo Hand sanitizers ( 8-1 liter)  
9 cases of soap (10-1 liters per case)  
12 North RP 1500 Masks (50 per pk)  
Quantity of garbage bags  
Quantity of labels  
2 Baader Scales digital 400 lbs.  
Fan - stand up  
64 Cases of 5 lbs ice shrimp bags @ 900 per case (FPI)  
21 Cases of 5 lbs Maritimer shrimp bags @ 800 per case (FPI)  
2 Pallet jacks  
12 Pallets @ 800 each of ice shrimp master boxes (FPI)  
32 Pallet boxes bulk corrugated  
4 Scotch brite scouring pads 100's  
8 Cases White Swan toilet tissue  
4 Cases M-Tork paper towels  
4 Cases of Garbage bags (200 a case)  
3 Cases of tape clear 48 MM 1372 meters long 6 per case  
31 Cases hand dispenser tape 48 mm x 100 m (36 per case)  
1 Fire extinguisher  
37 Cases stretch flex 18" x 1500' (4 rolls per case)  
1 Fly catcher

**Parts Room**

Quantity of misc. parts

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1 Spare Steam Regulator for cooker

#### **Cold Storage Loading Dock**

1 Scissors lift - 25' - 750 lbs.  
Oxygen and Acetylene welding set  
complete with torch, hoses and gauges

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#### **Cold Storage Room**

Quantity of wooden pallets  
95 Insulated wharf boxes - no covers  
2 KT100-Boiler water treatment 210 liters each  
4 Drums of spectrum cleaner 210 liters each  
10 33 lbs propane tanks (2 empty)  
1 100 lbs. propane tanks  
3 Oxygen empty tanks  
2 Acetylene empty tanks  
7 Chlorine tanks (full)  
2 Drum of Kentreat 410 boiler cleaner 210 liters  
1 Pallet jack  
1 Drill press  
Misc tools  
1 Miller Welder c/w hoses & helmets  
1 Aluminum step ladder 10'  
1 Empty Ammonia cylinder 100 lb

#### **Peeler Room**

4 Laitrum shrimp peelers - short  
4 Maratek shrimp peelers - long  
4 Maratek chillers  
s/s & aluminum cat walks & chutes  
2 Fly catchers  
1 Hi-pressure mobile power jet washer 7.0 HP  
Quantity of hoses and nozzles

#### **Electrical Room**

2 Fire extinguishers  
1 Dell computer operates infeed/batching system  
c/w keyboard & 17" monitor  
Misc tools  
1 Plastic chair  
1 stand fan  
1 Miller Welder MAX Star 140 STRT  
2 Drawer filing cabinet

#### **Production Area**

2 Laitrum washers/cleaners  
2 Maratek washers/cleaners  
1 C & W air separator (Large)  
2 Laitrum roller separators  
1 3 X stall air separator large  
1 Pulsar Optical sorter c/w in feed vibrating conveyor  
1 3 X stall food pump

- 1 Maratek after peeler
  - 2 Laitrum blowers (small)  
Misc. s/s aluminum sheets and  
walkways/steps and table
  - 1 Fly catcher
  - 2 10' inspection tables (Laitrum)
- 

- Quantity of Misc. pans
- 1 Elevating conveyor
- 1 Dewatering shaker aero freeze
- 1 Aero freezer - flow freezer 4 fan
- 2 Tables s/s - hi-density poly
- 1 Carnitech glazer
- 1 Elevating conveyor
- 1 2 MA flow freezer Frigoscandia
- 1 water chiller for glazing
- 1 Carnitech 10 lb finished product grader
- 1 Elevated conveying system (C&W)
- 3 Bagging and weighing tables s/s hi density poly
- 1 Horizontal conveyor 15'
- 1 s/s lump tank
- 1 Sona computer c/w acer monitor & keyboard  
Misc. belts and buckets
- 1 Digi GP 1000 Digital seals
- 1 HP Vectra computer c/w 14" monitor, keyboard
- 8 s/s tables various sizes
- 1 s/s sink
- 1 EZ tape model BB-2
- 1 Loma IQ metal detector
- 1 S/s rack
- 6 Heat sealers  
Misc. supplies - labels/pens, pencils  
5 lb shrimp bags etc. tape
- 1 Fire extinguisher

#### **Boiler Room**

- 1 Cleaver Brooks Boiler 250 HP  
Model #CBI200/250/150
- 1 Makeup tank and pump C0100059
- 1 40 HP Volcano boiler
- 1 60 HP Volcano boiler
- 1 Makeup tank for Volcano's  
Misc. tools

#### **Engineer's Room**

- 1 4 drawer file cabinet
- 1 Single pedestal desk
- 3 Chairs
- 1 MSA gas mask
- 1 10 gal shop vac

#### **Engine Room**

- 1 Frick 500 HP compressor

- 1 Mycon 300 HP Compressor
- 1 FES 400 HP compressor
- 1 Vilter 125 HP compressor
- 1 Matheson Hi presser receiver CRN7331.0
- 1 100 lb propane tank (Partially used)

Misc. tools

- 
- 2 Drums tape A ref ridgator oil 45 gals
  - 1 EL Nichol Co Low Pressure Receiver
  - 2 Ammonia pumps 5 HP
  - 1 Ammonia pumps 5 HP
  - 2 Champion 10 HP air compressors
  - 1 Champion 15 HP air compressor
  - 2 Hi pressure wash down pumps 7.5 HP
  - 2 Ultra air air dryer
  - 1 Vilter 100 HP compressor
  - 1 100 HP Simco compressor c/w 60 HP booster
  - 1 Pentair water softener model 250
  - 10 bags of salt
  - 1 Dewatering drum
  - 4 Aluminum ice chutes 16'
  - 1 20' auger
  - 2 Gould salt water pumps 20 HP & 25 HP
  - Mastering Solution Optimal 180 17 pellets @ 2200 lb per pellet
  - Sifto salt 90 bags @ 40 kgs each
  - 2 1250 gal poly tanks
  - 2 500 gal mixing tanks (poly)
  - 1 10' ft step ladder
  - 1 Platform scales - 2000 lbs
  - Misc ice hoses & off loading buckets
  - Misc. parts, pipes, etc.
  - 2 Condensing units (unsure if working)
  - Sifto salt 112 bags 2 kgs each

**Holding room**

- 1 Slurry machine c/w ice hopper and delivery system
- 1 Inclined conveyor
- 1 Rock tank
- 1 Conveying and batching system c/w scales
- 1 Miller aluminum welder - Millermatic 210
- 1 Delta compressor 135 PSI c/w hoses & gauges
- 1 Caterpillar 50 foot lift (propane)
- 2 Water chlorination systems
- 2 Tanks of chlorine in use 100lbs

**Outside Supervisor office**

- 1 Wooden table
- 1 s/s table
- 1 Acer F2 computer c/w Samsung sync masters 3 keyboard & monitor 14"
- 1 Chair
- 1 DF2000 100 LBS hi-tech scales
- Quantity of wharf boxes - not usable



- 1 Maratek hopper s/s
  - 1 C&W incline conveyor
  - 4 Laitrum cookers
  - 4 Maratek cookers
  - 1 Morel conveyor belt 60' appox.
  - 1 Aluminum catwalks 60' appox
  - 2 Fly catches
- 

**Storage off engine room**

Misc belts, winches, oil filters & misc. parts

**Electrical room**

Misc. fuses, brackets, connectors etc.

**PVC Room**

- Misc. fitting, black iron fittings,  
some s/s ABS fittings
- 2 Conveyor belts - 900 series flat top
- 1 Expansion tank for cold storage (old)

**Outside**

- 1500 ft of 10" hidensity poly salt water line
- 1 8 x 12 weighing shed (mobile on skids)
- 1 Truck offloading ramp (adjustable)
- 1 Aluminum barge

# Port De Grave Equipment Inventory

## CRAB SHOP

- 
- 1 Box Dumper
  - 1 High Pressure Crab Scrubber
  - 1 Butchering Table
  - 1 Brine Packing Line (incl. belt to cooler & offal hopper)
  - 1 Steam Cooker
  - 1 Cooling Tank
  - 1 Brine Freezing Tank
  - 2 Sampling Tables
  - 1 Glaze Tank
  - 1 Boxing Table
  - 1 Horseshoe Belt
  - 1 Conveyor Line
  - 1 Vacuum Sealer
  - 1 Pan Return and Washer
  - 1 Automatic Controls for Steam Controller, Cooker, Blancher
  - 1 Water Tank
  - 6 Blast Freezing Cells
    - 5 Ammonia
    - 1 Freon
    - Approximately 110 racks
  - 1 Transformer in electrical room
  - 1 Hydraulic Lift
  - 3 100 Pound Scales

## ICE MAKING

- 3 Ice Makers
  - 3 tons/hr
  - Direct drop to the ice pound – capacity of 70-80,000 pounds
- 1 Hydraulic Pump 10HP
- 1 Water Evaporation System
- 1 Ice Blower
- 1 Chlorine Pump
- 4 Water Pumps
  - 1 – to office
  - 1 – to ice machine room
  - 2 – into ice machines

### REFRIGERATION ROOM

- 1 500 HP Rotary Screw Compressor
- 1 300 HP Rotary Screw Compressor
- 1 Automatic Purger

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- ~~1 Intermediate Tank~~
- 1 60 Horsepower Compressor
- 1 100 Horsepower Freon Compressor
- 1 10 Horsepower Air Compressor
- 1 100 Horsepower Reciprocating Compressor
- 1 75 Horsepower Reciprocating Compressor
- 1 Regulator Panel for Cold Storage & Blast Cells
- 1 Low Pressure Receiver
- 1 20,000 Gallon Fresh Water Tanks
- 2 Salt Water Pumps
  - 40 HP and 25 HP
- 1 Chlorine Pump
  - Argon, Oxygen & Acetylene (8 empty cylinders)
- 1 Stainless Teel Tank
  - 6' x 3.5' diameter
- 1 High Pressure Water Pumps 40HP
- 1 High Pressure Pump Water Tank 300 gallons

### CRAB MEAT LINE

- 1 Meet Cooker
- 1 Meet Cooler
- 1 Roller Table
- 1 Chopping Line - 24 stations
- 1 Course Separator Drum
- 1 Shaker
- 1 Fine Separator Drum
- 1 Tip Rolling Line - 16 stations
- 1 Grinder
- 1 Conveyer
- 163 Metal Trays
  - 1 Table With Rollers
  - Pans
    - Approx. 240 pans for legs (with holes)
    - Approx. 60 white pans
    - Approx. 90 smaller pans
- 3 Tables
- 3 Sinks
- 2 Basins
- 1 Plate Freezer

- 15 Plates
- 1 Separating and Boxing Tables

### **BOILER ROOM**

- 1 Main Water Tank w/pump

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- 1 Make Up Tank w/3 pumps to feed boilers
- 3 Volcano Boilers
  - 1 - 70 Hp
  - 1 - 175 Hp
  - 1 - 350 Hp
- Steam Lines throughout
- 1 Oil Tank
  - Irving - 18,000L

### **PELAGIC PRODUCTION**

- 1 Large Hopper
- 1 Large Grader
- 4 Large Conveyers
  - 2 electric
  - 2 hydraulic
- 12 Roller Tables
- 2 Chutes
- 8 Scales
  - 1 - 50 pound
  - 7 - 100 pound

### **MISCELLANEOUS**

- 294 34 Kg Salt Bags
- 1 Bobcat
- 3 Forklift Trucks
- 1 Komatsu Forklift

# St. Joseph's Equipment Inventory

## WHARF / PARKING LOT

- 1 Bucket Unloader
- 1 Oil Tank (Bollers)
- 1 Barge Offol
- 1 Propane Tank
- 2 Condensors
- 110 Blue Bin Catch Containers

## CLEANING PROCESS

- 1 Uplift Conveyor
- 1 De-Watering Conveyor
- 1 Weigh Conveyor (including control system)
- 1 Ice Conveyor
- 1 Ice Slurring Machine (including control system)
- 1 Hopper
- 300 Blue Bin Catch Container
- 1 Regency 250 Aluminum Welder
- 1 Ark Welder
- 1 Weigh Scale

## COOKING PROCESS

- 1 Weigh Hopper
- 9 Cookers
- 1 In Feed Conveyor

## PEELING/ RE-PEELING/ SEPARATING PROCESS

- 3 Long Peelers
- 6 Short Peelers
- 5 Washers/ Cleaners
- 2 Blower/ Air Separators
- 1 Chilling Unit
- 1 Pulsars (48 inches)
- 1 Re-Peeler
- 1 Parastolic Pump (food pump)
- 1 Washer/ Cleaner
- 2 Air Separator

## FREEZING / PACKAGING PROCESS

- 1 De-Watering Conveyor
- 1 Frigoscandia Flow Freezer
  - Model # LSM 35
  - Serial # 10624
  - Capacity approximately 2,500 – 3,000 finished lbs.
- 1 Glazing Machine
- 1 After Freezer
- 1 Final Product Grader
- 1 Bag Sealer
- 1 Metal Detector

1 Packaging Tape Machine

**POWER GENERATORS**

1 Boiler

- 90 PSI
- 100 HP
- Model # 1050FFD
- Serial # 5952-S

1 Boiler

- 60 HP
- Serial # 51013730
- Model # JR2HS-60-XO-150

**MIXING ROOM**

1 Water Tank

2 Mixing Tanks

**ICE ROOM**

- 1 20 Ton Ice Machine
- 1 30 Ton Ice Machine
- 1 7.5 - 10 Ton Ice Machine
- 2 Carbon filters (water conditioners)
- 1 Platform Scale (Mechanical/ Wharfscale)
- 1 Air Compressor (25 HP)
- 2 Air Compressor (10 HP)
- 1 High Pressure Liquid Surge Tank (flow freezer)

**OPERATIONS/ MANUFACTURING – OTHER**

- 1 Electronic Scale
- 2 Plate Freezers
- 1 Capelin Shaker and Inspection Conveyors
- 2 Blast Freezers
- 2 Skid Lifts
- 2 Forklifts

**COLD STORAGE**

- 1 Freon 25 HP
  - Serial # 80E831
- 1 Freon Cold Storage Room
- 1 Ammonia Cold Storage Room
  - 1 million lbs, capacity
- 4 Blast Freezers
  - Capacity 250,000 lbs/ day
- 1 Strapping Machine
- 3 Refrigerator Compressor
  - 15 HP
  - Model # 06DR2280BA0100
- 2 Label Makers

**WELDING SHOP**

- 1 Welder Power Generator (8,000 watts auxiliary power)
- 1 Rigid Welding Machine

- 2 Oxygen Tanks
- 1 Grinding Machine

**MECHANICAL / REPAIR SHOP**

- 1 Heavy Duty Drill Press
- 2 Water Heaters (270 Litres)

**PROCESSING SUPPLIES**

- 0.75 pallet Salt pellets (20kg bags)
- 10 Pallet FPI corrugate packaging
- 0.75 Pallet phosphate (55kg bags)
- 5.75 Pallet Evaporated Salts
- 100 bottles Chlorenate cleaning agent
- Various packaging (bags/ boxes)

**OFFICE \_ ADMINISTRATION BUILDING**

- 22 Desks
- 86 Chairs
- 27 File Cabinets
- 4 Microwaves
- 1 HP Laserjet 5 Printer
- 1 WorkCentre 635 Fax Machine
- 2 work clothing - various
- 1 shredder
- 2 couch
- 2 coffee table
- 2 credenza
- 1 Lexmark 2715 printer
- 1 cash box
- 3 NEC AccuSync 70 Monitor
- 4 Keyboard
- 2 computer speakers
- 5 side tables
- 4 IBM PCs
- 1 Pitney Bowes Postage Meter
- 3 whiteboards
- 9 computer monitors (no name)
- 1 HP Laserjet 1000
- 1 Brother laserprinter HL1230
- 6 PCs
- 1 bookcase
- 1 APC Smart-UPS 1000XL
- 1 Xerox Copier 420DC
- 1 Personal spce air cooler
- 1 brother laserprinter HL1020
- 1 rack with network cables
- 1 Dell Poweredge 1800 server
- 1 HP LaserJet T1320 Printer
- 1 HP monitor
- 1 D-Link DES-1024D
- 2 3Com hub
- 1 Sonicwall TZ 170

1 Network terminator  
1 old blackberry  
15 lunch tables  
2 toaster  
1 kettle  
2 coffee maker

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2 vending machine  
2 Fax machine  
2 DIGI GP-1000  
1 samsung monitor  
22 Tray Carriages  
107 Blue Fish Bins  
4 Phone  
1 HP deskjet 9326  
1 security equipment  
2 'garbage' bin  
1 refrigerator  
1 receipt machine  
1 rush card machine  
1 kenwood 2-way radio  
1 AC/Heating Unit  
2 blackboard  
2 Mouse  
1 Canon Printer D760



## TRADE ACCOUNTS RECEIVABLE

There are 37 customers included in the Trade Accounts Receivable which total \$6,563,344; \$4,692,842 CDN, plus \$1,670,091 US at a rate of \$1.12. Included in these accounts are two related companies with a combined balance of \$3,984,940 CDN both of which are greater than 90 days old. The aging that follows excludes these related company accounts.

|                  |                    |             |
|------------------|--------------------|-------------|
| 1 to 30 Days     | <\$58,528>         | <2%>        |
| 30 to 60 Days    | \$395,430          | 15%         |
| 60 to 90 Days    | \$399,607          | 16%         |
| > 90 Days        | <u>\$1,841,895</u> | <u>71%</u>  |
| Total Receivable | <u>\$2,578,404</u> | <u>100%</u> |

## FISHER ACCOUNTS RECEIVABLE

There are 350 fishers included in the Fisher Accounts Receivable which total \$4,421,077. The aging of these accounts is as follows.

|                  |                    |              |
|------------------|--------------------|--------------|
| 1 to 30 Days     | \$221,493          | 5%           |
| 30 to 60 Days    | \$3,589            | 0.1%         |
| 60 to 90 Days    | \$8,133            | 0.2%         |
| > 90 Days        | <u>\$4,187,862</u> | <u>94.7%</u> |
| Total Receivable | <u>\$4,421,077</u> | <u>100%</u>  |

A further analysis of the >90 days account is shown below.

|             |            |
|-------------|------------|
| > \$500,000 | 2 accounts |
| > \$250,000 | 3 accounts |
| > \$100,000 | 5 accounts |

These 10 accounts total \$2,522,751 or 57% of total Fisher Accounts Receivable.



**Sea Treat Limited**  
Atlantic Canada's Finest Quality Seafood

**Financial Statement**  
**INFORMATION PACKAGE**

May 23, 2006

**Deloitte.**

## **Notice to Reader**

Deloitte & Touche Inc. (the "Receiver" or "Deloitte"), in its capacity as Interim Receiver of Sea Treat Limited and certain related companies ("Sea Treat" or the "Company") has been authorized to solicit proposals for the purchase of any or all of the assets of Sea Treat.

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This document has been prepared solely for the convenience of prospective purchasers to assist them in considering submission of a proposal to purchase any or all of the Company assets.

The Receiver expressly advises, and the potential purchaser acknowledges, that the potential purchaser does not rely on this information in arriving at a decision to purchase part or all of the assets listed herein. Deloitte has not audited nor independently verified any of the information contained herein and makes no express or implied representation or warranty with respect to the accuracy or completeness of such information. Nothing contained in this document is, or should be relied upon as, a representation as to the future potential of the assets. Each prospective purchaser must rely upon its own inspection and investigation in order to satisfy itself as to title, merchantability, encumbrances, description, fitness for purpose, quantity, condition, existence, quality, value or any other matter or thing whatsoever relating to the assets to be purchased.

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Neither this document, nor its delivery to any prospective purchaser, shall constitute an offer to sell.

12:04 PM

**SEA TREAT LIMITED**  
**CONSOLIDATED STATEMENT OF INCOME AND RETAINED EARNINGS**  
**YEAR ENDED DECEMBER 31, 2005**

| Actual  |         | Plan    |         |                                       | Year to Date |         |        |         |
|---------|---------|---------|---------|---------------------------------------|--------------|---------|--------|---------|
| #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |                                       | Actual       | Plan    | Actual | Plan    |
|         |         |         |         | Sales                                 | 74,326,427   | 100.00% |        | #DIV/0! |
|         |         |         |         | Direct vessel operating               | 0            |         |        |         |
|         |         |         |         | Production costs ( Schedule 1 )       | 68,506,785   |         |        |         |
| 0       | #DIV/0! | 0       | #DIV/0! |                                       | 68,506,785   | 92.17%  | 0      | #DIV/0! |
| 0       | #DIV/0! | 0       | #DIV/0! | Gross profit                          | 5,819,642    | 7.83%   | 0      | #DIV/0! |
|         |         |         |         | Other expenses ( Schedule 2 )         |              |         |        |         |
|         | #DIV/0! |         | #DIV/0! | Selling                               | 5,003,094    | 6.73%   |        | #DIV/0! |
|         | #DIV/0! |         | #DIV/0! | Administration                        | 5,377,985    | 7.24%   |        | #DIV/0! |
|         | #DIV/0! |         | #DIV/0! | Provision for impairment to loans     | 0            |         | 0      |         |
| 0       | #DIV/0! | 0       | #DIV/0! |                                       | 10,381,079   | 13.97%  | 0      | #DIV/0! |
| 0       | #DIV/0! | 0       | #DIV/0! | Earnings before the following         | (4,561,437)  | -6.14%  | 0      | #DIV/0! |
| 0       | #DIV/0! |         | #DIV/0! | Other Income                          | 0            | 0.00%   |        | #DIV/0! |
| 0       | #DIV/0! | 0       | #DIV/0! | EBITDA                                | (4,561,437)  | -6.14%  | 0      | #DIV/0! |
|         | #DIV/0! |         | #DIV/0! | Depreciation                          | 1,805,515    | 2.43%   |        | #DIV/0! |
| 0       | #DIV/0! | 0       | #DIV/0! | Earnings before interest              | (6,366,952)  | -8.57%  | 0      | #DIV/0! |
|         | #DIV/0! |         | #DIV/0! | Interest on operating loans           | 558,838      | 0.75%   |        | #DIV/0! |
|         | #DIV/0! |         | #DIV/0! | Interest on long term-debt            | 1,200,493    | 1.62%   |        | #DIV/0! |
| 0       | #DIV/0! | 0       | #DIV/0! | Earnings before income taxes          | (8,126,284)  | -10.93% | 0      | #DIV/0! |
| 0       | #DIV/0! | 0       | #DIV/0! | income taxes                          | 2,450        | 0.00%   | 0      | #DIV/0! |
| 0       | #DIV/0! | 0       | #DIV/0! | Net Income                            | (8,128,734)  | -10.94% | 0      | #DIV/0! |
|         |         |         |         | Retained earnings beginning of period | 1,421,975    |         |        |         |
| 0       |         | 0       |         | Retained earnings end of period       | (6,706,759)  |         | 0      |         |

UNAUDITED-PREPARED INTERNALLY

12:05 PM

**SEA TREAT LIMITED  
CONSOLIDATED BALANCE SHEET  
DECEMBER 31, 2005**

|   | <u>Actual</u>      | <u>Plan</u> |
|---|--------------------|-------------|
| <b>ASSETS</b>                                       |                    |             |
| Current   |                    |             |
| Cash  | 218,262            |             |
| Receivables ( Note 2 )                              | 6,280,257          |             |
| Current portion of long term receivables            | 300,000            |             |
| Current portion of loans to fishers                 | 996,929            |             |
| Inventory ( Note 3 )                                | 4,670,012          |             |
| Prepaid expenses and deposits ( Note 4 )            | 445,500            |             |
|   | <u>12,910,960</u>  | <u>0</u>    |
| Long term receivables                               | 550,000            |             |
| Loans to fishers                                    | 1,353,303          |             |
| Due from related companies ( Note 1 )               | 4,645,224          |             |
| Licenses  | 61,014             |             |
| Capital assets ( Note 5 )                           | 12,072,080         |             |
| Assets under capital leases                         | 462,861            |             |
|   | <u>32,055,443</u>  | <u>0</u>    |
| <b>LIABILITIES</b>                                  |                    |             |
| Current   |                    |             |
| Bank indebtedness                                   | 11,382,665         |             |
| Payables and accrued liabilities                    | 4,004,173          |             |
| Income tax payable                                  | 9,411              |             |
| Current portion of long term debt                   | 6,762,250          |             |
| Current portion of obligations under capital leases | 47,747             |             |
|   | <u>22,206,246</u>  | <u>0</u>    |
| Long term debt ( Note 6 )                           | 13,937,605         |             |
| Long term-related parties                           | 1,475,000          |             |
| Obligations under capital leases                    | 258,451            |             |
|   | <u>37,877,302</u>  | <u>0</u>    |
| <b>SHAREHOLDERS' EQUITY</b>                         |                    |             |
| Share capital                                       | 884,900            |             |
| Retained earnings                                   | (6,706,759)        |             |
|   | <u>(5,821,859)</u> | <u>0</u>    |
|   | <u>32,055,443</u>  | <u>0</u>    |

UNAUDITED-PREPARED INTERNALLY



**Sea Treat Limited**  
*Atlantic Canada's Finest Quality Seafood*

**INFORMATION PACKAGE  
SALE PROCESS  
TERMS & CONDITIONS**

**MAY 26, 2006**

**Deloitte.**

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## ***I. NOTICE TO READER***

---

Deloitte & Touche Inc., in its capacity as Interim Receiver of Sea Treat Limited and certain related companies (the "Receiver" or "Deloitte") has been authorized to solicit proposals for the purchase of any or all of the assets of Sea Treat Limited ("Sea Treat") and the following related companies:

Daley Brothers Limited  
D.B.L. Fishing Company Limited  
10561 Newfoundland Limited  
10563 Newfoundland Limited  
Kegaska Seafoods Limited  
Missing Link Limited  
Grand Banker Enterprise Ltd.  
Anchor Shellfish Ltd.  
Viking Sea Products Ltd.  
Vair Holdings Limited  
St. Paul's Seafoods Ltd.  
CB Seafoods Limited  
Howard Turner and Sons Limited  
513087 N.B. Inc.  
Le Fruits De Mer Shippagan Ltee.  
Cheticamp Packers (1991) Limited  
La Digue Fisheries Limited

Sea Treat and the above noted companies are referred to collectively herein as (the "Companies").

This document has been prepared solely for the convenience of prospective purchasers to assist them in considering submission of a proposal to purchase any or all of the Companies' assets.

Deloitte expressly advises, and the potential purchaser acknowledges, that the potential purchaser does not rely on this information in arriving at a decision to purchase part or all of the assets listed herein. Deloitte has not audited nor independently verified any of the information contained herein and makes no



express or implied representation or warranty with respect to the accuracy or completeness of such information. Nothing contained in this document is, or should be relied upon as, a representation as to the future potential of the assets. Each prospective purchaser must rely upon its own inspection and investigation in order to satisfy itself as to title, merchantability, encumbrances, description, fitness for purpose, quantity, condition, existence, quality, value or any other matter or thing whatsoever relating to the assets to be purchased.

The information contained herein has been prepared for the sole purpose of presentation to prospective purchasers of the Companies' assets and is to be held in confidence and is not to be reproduced or used for any other purpose or disclosed to third parties without Deloitte's prior written consent.

Neither this document, nor its delivery to any prospective purchaser, shall constitute an offer to sell.

## ***II. SALE PROCESS***

---

Deloitte will consider proposals to purchase, on an “as-is, where-is” basis, the Receiver’s right, title and interest, if any, in any or all of the assets of the Companies set out herein.

The assets are available for inspection by contacting the Deloitte representative identified below to arrange for an appointment:

**Attention : Gord Halley**  
Deloitte & Touche Inc.  
Fort William Building  
10 Factory Lane  
St. John’s, NL A1C 6H5  
Canada

Telephone: (709) 758-5213  
Facsimile: (709) 576-8460

Binding offers, together with a non-refundable deposit of 5% of the total purchase price must be submitted on the Offer Form provided herein (Exhibit C), in accordance with the Terms and Conditions of Sale detailed in this Information Package, and must be received by Deloitte on or before **5:00 pm (Newfoundland Time), June 12, 2006**. Deloitte may, but will not be obligated in any way to consider the offers.

Prospective purchasers are cautioned that Deloitte reserves the right to negotiate with any prospective purchaser at any time and to sell any or all assets at any time prior to the closing date for offers. In addition, the highest proposal may not necessarily be accepted, nor will any of the proposals submitted necessarily be accepted. Any proposal which is accepted may be subject, at the sole and absolute discretion of Deloitte, to a formal agreement of purchase and sale to be entered into by Deloitte and any prospective purchaser on terms and in a form acceptable to Deloitte.

### ***III. INTRODUCTION AND GENERAL DESCRIPTION OF THE BUSINESS***

---

The following is a brief description of the business carried on by the Companies prior to May 18, 2006, the date the Receiver was appointed. Effective May 18, 2006, the Companies ceased day-to-day operations.

Sea Treat Limited, a subsidiary of Daley Brothers Limited, is a Newfoundland company incorporated in 1977 and is a fish harvesting and processing enterprise headquartered in St. John's, NL.

The company had its beginnings in St. Joseph's, St. Mary's Bay, where during the 1950's and 60's it produced a variety of groundfish and pelagic species. Since then, the company has grown from its relatively modest origin into a successful, multi-species processor of superior fresh, frozen and salted seafood products. At its peak, the company employed 1,000 workers. Diversified plant operations throughout Newfoundland and Labrador, and Nova Scotia ensured a consistent year-round supply of products. The company processed a variety of seafood products including shrimp, crab, pelagics and various groundfish. An extensive quality management program ensured the highest standards throughout the entire production operation, from the acquisition of raw material to processing, sanitation, hygiene, packaging and storage. With its numerous processing facilities throughout Eastern Canada, Sea Treat had a commitment to producing cold ocean seafood products of unsurpassed quality, quantity and consistency.

#### **OPERATING RESULTS**

A summary of Sea Treat's unaudited historical financial results for the years ended December 31, 2004 and 2005 are included in Exhibits A and B. Exhibit A also sets out contribution, by plant, for the years ended December 31, 2000 to 2004 and for the 10-month period ended October 31, 2005. Note that the Receiver has neither audited nor attempted to verify the financial data contained therein.

## ***IV. DESCRIPTION OF ASSETS AVAILABLE FOR SALE***

---

The Companies' assets have been bundled by location and are being offered for sale on a location-by-location basis. The various locations offered for sale are as follows:

| <b>NEWFOUNDLAND</b> |               |
|---------------------|---------------|
| <b>Location</b>     | <b>Parcel</b> |
| Port De Grave       | A             |
| St. Joseph's        | B             |
| Anchor Point        | C             |
| Fleur De Lys        | D             |
| Harbour Breton      | E             |
| <b>NOVA SCOTIA</b>  |               |
| Cheticamp           | F             |
| Marie Joseph        | G             |
| <b>QUEBEC</b>       |               |
| St. Paul's          | H             |
| <b>OTHER ASSETS</b> |               |
| Trade Name          | I             |
| Fisher Receivables  | J             |

Set out hereafter are available details in respect of each of the parcels for sale.

# PARCEL A

## - PORT DE GRAVE

---

### **Location**

The Port de Grave facility is located in Newfoundland and Labrador and is approximately 15 minutes from the town of Bay Roberts and just south of Carbonear.

### **Description of Facilities**

This facility is comprised of two buildings which are multi-storey wooden structures with concrete floors and foundations, from which a variety of seafood products are processed. The first building houses a large open storage space, administrative offices, a crab meat plant and a pelagics processing plant and is approximately 16,700 square feet. The second building houses the company's crab processing plant, cold storage facility, dry-dock area and blast freezers. This building is approximately 12,000 square feet and is a 3-storey structure. The plants are located next to a 100 foot wharf leased from the Harbour Authority of Port de Grave. This plant also has a 600 volt power supply and 20,000 gallon water tank with 3 artesian well pumps to facilitate production. This facility also includes a warehouse located in Bareneed.

### **Products**

The Port de Grave plant is primarily a crab section processing facility. In addition, the facilities accommodate and house equipment to process crab meat, pelagics and other seafood products.

### **Throughput**

In 2005 the Port de Grave plant processed the following quantities of finished product for sale:

| Description                           | Quantity (lbs.) |
|---------------------------------------|-----------------|
| Crab sections                         | 6-7 million     |
| Crab meat                             | 50 thousand     |
| Pelagics                              | 10 million +    |
| Other (monkfish, turbot, ground fish) | Various         |

### **Freezers and Ice Making**

Port de Grave has a total of 6 blast freezers, which are comprised of 5 ammonia units and 1 Freon unit. Although the dimensions of each blast freezer vary, average blast size is approximately 1,200 square feet and operates at -40 Fahrenheit, with an average of 26 tons of capacity, per load, each. These blast freezers can accommodate a total of approximately 110 racks for freezing finished product.

3 Northstar ammonia ice makers with the ability to create 3 tons of ice per hour are used to manufacture flake ice for storage in the facility's ice pound, which can lodge a total of approximately 70-80,000 lbs of ice.

The company's facilities also include a plate freezer, which is able to accommodate 15 plates.

## **Cold Storage**

Port de Grave's cold storage room is approximately 8,500 square feet and is used to house the company's finished product until it is ready for shipment. The cold storage facility operates at an average temperature of -21 Fahrenheit, but can facilitate temperatures of -40 Fahrenheit, when cooling fans are operating.

## **Equipment**

Major crab processing equipment includes a high pressure grading table with blancher; 20 station butchering table; brine packing line with automatic belt to cooker, steam cooker, cooling tank and brine tank for product freezing, sample tables, glaze tank, boxing table with horseshoe belt; automatic conveyor line to cold storage and pan return.

The company's crab meat processing line is comprised of the following equipment: meat cooker, meat cooler, roller table, transport pans, chopping line with 24 stations, course separator drum, shaker, fine separator drum, tip rolling line with 16 stations, grinder, packing conveyor, plate freezer and boxing tables.

Port de Grave's pelagics equipment consists of a large hopper with heavy duty conveyer, grader, various electric and hydraulic conveyers, roller tables, chutes and numerous scales (50 – 100 lbs).

Equipment for these lines has been manufactured by well known industry leaders such as Style International and C&W, among others.

Set out below is a detailed listing of capital assets at the Port de Grave facility:

### **CRAB SHOP**

- 1 Box Dumper
- 1 High Pressure Crab Scrubber
- 1 Butchering Table
- 1 Brine Packing Line (incl. belt to cooler & offal hopper)
- 1 Steam Cooker
- 1 Cooling Tank
- 1 Brine Freezing Tank
- 2 Sampling Tables
- 1 Glaze Tank
- 1 Boxing Table
- 1 Horseshoe Belt
- 1 Conveyor Line
- 1 Vacuum Sealer
- 1 Pan Return and Washer
- 1 Automatic Controls for Steam Controller, Cooker, Blancher
- 1 Water Tank
- 6 Blast Freezing Cells
  - 5 Ammonia
  - 1 Freon
  - Approximately 110 racks
- 1 Transformer in electrical room
- 1 Hydraulic Lift

3 100 Pound Scales

### ICE MAKING

3 Ice Makers  
· 3 tons/hr  
· Direct drop to the ice pound – capacity of 70-80,000 pounds

1 Hydraulic Pump 10HP

1 Water Evaporation System

1 Ice Blower

1 Chlorine Pump

4 Water Pumps  
· 1 – to office  
· 1 – to ice machine room  
· 2 – into ice machines

### REFRIGERATION ROOM

1 500 HP Rotary Screw Compressor

1 300 HP Rotary Screw Compressor

1 Automatic Purger

1 Intermediate Tank

1 60 Horsepower Compressor

1 100 Horsepower Freon Compressor

1 10 Horsepower Air Compressor

1 100 Horsepower Reciprocating Compressor

1 75 Horsepower Reciprocating Compressor

1 Regulator Panel for Cold Storage & Blast Cells

1 Low Pressure Receiver

1 20,000 Gallon Fresh Water Tanks

2 Salt Water Pumps  
· 40 HP and 25 HP

1 Chlorine Pump

Argon, Oxygen & Acetylene (8 empty cylinders)

1 Stainless Teel Tank  
· 6' x 3.5' diameter

1 High Pressure Water Pumps 40HP

1 High Pressure Pump Water Tank 300 gallons

### CRAB MEAT LINE

1 Meat Cooker

1 Meat Cooler

1 Roller Table

1 Chopping Line - 24 stations

1 Course Separator Drum

1 Shaker

1 Fine Separator Drum

1 Tip Rolling Line - 16 stations

- 1 Grinder
- 1 Conveyer
- 163 Metal Trays
- 1 Table with Rollers
- Pans
  - Approx. 240 pans for legs (with holes)
  - Approx. 60 white pans
  - Approx. 90 smaller pans
- 3 Tables
- 3 Sinks
- 2 Basins
- 1 Plate Freezer
  - 15 Plates
- 1 Separating and Boxing Tables

### **BOILER ROOM**

- 1 Main Water Tank w/pump
- 1 Make Up Tank w/3 pumps to feed boilers
- 3 Volcano Boilers
  - 1 – 70 Hp
  - 1 – 175 Hp
  - 1 – 350 Hp
- Steam Lines throughout
- 1 Oil Tank
  - Irving – 18,000L

### **PELAGIC PRODUCTION**

- 1 Large Hopper
- 1 Large Grader
- 4 Large Conveyers
  - 2 electric
  - 2 hydraulic
- 12 Roller Tables
- 2 Chutes
- 8 Scales
  - 1 – 50 pound
  - 7 – 100 pound

### **MISCELLANEOUS**

- 294 34 Kg Salt Bags
- Assortment of office furniture and equipment
- 5 Forklifts
  - 1 · 1 – Bobcat
  - 3 · 3 – Forklift Trucks
  - 1 · 1 – Komatsu Forklift



# **PARCEL B**

## **- ST. JOSEPH'S**

---

### **Location**

The St. Joseph's facility is located in the town of St. Joseph's, in St. Mary's Bay, Newfoundland and Labrador.

### **Description of Facilities**

This facility is comprised of two buildings both of which consist of wood frame on a concrete foundation, with an asphalt shingle roof. The first building houses storage space, administrative offices, a welding shop, and blast freezers. This building is a three storey structure and has footprint of approximately 9,000 square feet.

The second building houses the company's shrimp processing plant and pelagics processing equipment. This facility is a two storey structure and has a footprint of approximately 16,000 square feet. It also includes a wharf that is used primarily for receipt of product to be processed in the facility.

### **Products**

The St. Joseph plant is predominantly a shrimp processing facility. In addition, the facilities accommodate and house equipment for the processing of pelagics and other seafood products.

### **Throughput**

The approximate production capacity, based on two shifts, is 110,000 pounds of raw shrimp or 250,000 pounds of raw pelagics per day.

### **Freezers and Ice Making**

St. Joseph's has a total of 7 blast freezers. These blast freezers have the ability to freeze approximately 250,000 lbs of finished product and operate at approximately -30 Celsius. In addition, there is a Frigoscandia Flo Freezer Model LSM35 with a capacity of 3,000 pounds of finished product.

On a combined basis, St. Joseph's 3 ice makers can manufacture a total of 60 tons of ice per day, this also includes a delivery system and ice blowing capabilities.

### **Cold Storage**

This plant has two cold storage facilities to house finished and other required products. One storage facility runs on ammonia, while the other runs on freon. Combined, these storage rooms can store approximately 1 million lbs of finished product until it is ready for shipment.

## **Boilers**

St. Josephs houses 2, 90 PSI Boilers with 100 Hp and 60 Hp capabilities, model 1050FFD and JR2HS-60-XO-150 respectively.

## **Equipment**

Significant pieces of equipment include washers, air separators, a Flo freezer, an optical sorting machine and a finished product grader. The equipment has been purchased from manufacturers such as C&W, Cormitech, 3X Stal, and Pulsor.

Set out below is a detailed listing of capital assets at the St. Joseph's facility:

### **WHARF / PARKING LOT**

- 1 Bucket Unloader
- 1 Oil Tank (Boilers)
- 1 Barge Offol
- 1 Propane Tank
- 2 Condensors
- 110 Blue Bin Catch Containers

### **CLEANING PROCESS**

- 1 Uplift Conveyor
- 1 De-Watering Conveyor
- 1 Weigh Conveyor (including control system)
- 1 Ice Conveyor
- 1 Ice Slurring Machine (including control system)
- 1 Hopper
- 300 Blue Bin Catch Container
- 1 Regency 250 Aluminum Welder
- 1 Ark Welder
- 1 Weigh Scale

### **COOKING PROCESS**

- 1 Weigh Hopper
- 9 Cookers
- 1 In Feed Conveyor

### **PEELING/ RE-PEELING/ SEPARATING PROCESS**

- 3 Long Peelers
- 6 Short Peelers
- 5 Washers/ Cleaners
- 2 Blower/ Air Separators

- 1 Chilling Unit
- 1 Pulsars (48 inches)
- 1 Re-Peeler
- 1 Parastolic Pump (food pump)
- 1 Washer/ Cleaner
- 2 Air Separator

**FREEZING / PACKAGING PROCESS**

- 1 De-Watering Conveyor
- 1 Frigoscandia Flow Freezer
  - Model # LSM 35
  - Serial # 10624
  - Capacity approximately 2,500 – 3,000 finished lbs.
- 1 Glazing Machine
- 1 After Freezer
- 1 Final Product Grader
- 1 Bag Sealer
- 1 Metal Detector
- 1 Packaging Tape Machine

**POWER GENERATORS**

- 1 Boiler
  - 90 PSI
  - 100 HP
  - Model # 1050FFD
  - Serial # 5952-S
- 1 Boiler
  - 60 HP
  - Serial # 51013730
  - Model # JR2HS-60-XO-150

**MIXING ROOM**

- 1 Water Tank
- 2 Mixing Tanks

**ICE ROOM**

- 1 20 Ton Ice Machine
- 1 30 Ton Ice Machine
- 1 7.5 - 10 Ton Ice Machine
- 2 Carbon filters (water conditioners)
- 1 Platform Scale (Mechanical/ Wharfscale)
- 1 Air Compressor (25 HP)
- 2 Air Compressor (10 HP)
- 1 High Pressure Liquid Surge Tank (flow freezer)

## **OPERATIONS/ MANUFACTURING – OTHER**

- 1 Electronic Scale
- 2 Plate Freezers
- 1 Capelin Shaker and Inspection Conveyors
- 2 Blast Freezers
- 2 Skid Lifts
- 2 Forklifts

## **COLD STORAGE**

- 1 Freon 25 HP
  - Serial # 80E831
- 1 Freon Cold Storage Room
- 1 Ammonia Cold Storage Room
  - 1 million lbs, capacity
- 4 Blast Freezers
  - Capacity 250,000 lbs/ day
- 1 Strapping Machine
- 3 Refrigerator Compressor
  - 15 HP
  - Model # 06DR2280BA0100
- 2 Label Makers

## **WELDING SHOP**

- 1 Welder Power Generator (8,000 watts auxiliary power)
- 1 Rigid Welding Machine
- 2 Oxygen Tanks
- 1 Grinding Machine

## **MECHANICAL / REPAIR SHOP**

- 1 Heavy Duty Drill Press
- 2 Water Heaters (270 Litres)

## **PROCESSING SUPPLIES**

- 0.75 Pallet Salt pellets (20kg bags)
- 10 Pallet FPI corrugate packaging
- 0.75 Pallet phosphate (55kg bags)
- 5.75 Pallet Evaporated Salts
- 100 Bottles Chlorenate cleaning agent
- Various packaging (bags/ boxes)

## OFFICE / ADMINISTRATION BUILDING

|    |                             |
|----|-----------------------------|
| 22 | Desks                       |
| 86 | Chairs                      |
| 27 | File Cabinets               |
| 4  | Microwaves                  |
| 1  | HP Laserjet 5 Printer       |
| 1  | WorkCentre 635 Fax Machine  |
| 2  | Work clothing - various     |
| 1  | Shredder                    |
| 2  | Couch                       |
| 2  | Coffee table                |
| 2  | Credenza                    |
| 1  | Lexmark 2715 printer        |
| 1  | Cash box                    |
| 3  | NEC AccuSync 70 Monitor     |
| 4  | Keyboard                    |
| 2  | Computer speakers           |
| 5  | Side tables                 |
| 4  | IBM PCs                     |
| 1  | Pitney Bowes Postage Meter  |
| 3  | Whiteboards                 |
| 9  | Computer monitors (no name) |
| 1  | HP Laserjet 1000            |
| 1  | Brother laserprinter HL1230 |
| 6  | PCs                         |
| 1  | Bookcase                    |
| 1  | APC Smart-UPS 1000XL        |
| 1  | Xerox Copier 420DC          |
| 1  | Personal spce air cooler    |
| 1  | Brother laserprinter HL1020 |
| 1  | Rack with network cables    |
| 1  | Dell Poweredge 1800 server  |
| 1  | HP LaserJet T1320 Printer   |
| 1  | HP monitor                  |
| 1  | D-Link DES-1024D            |
| 2  | 3Com hub                    |
| 1  | Sonicwall TZ 170            |
| 1  | Network terminator          |
| 1  | Old blackberry              |
| 15 | Lunch tables                |
| 2  | Toaster                     |
| 1  | Kettle                      |
| 2  | Coffee maker                |
| 2  | Vending machine             |
| 2  | Fax machine                 |
| 2  | DIGI GP-1000                |

1 Samsung monitor  
22 Tray Carriages  
107 Blue Fish Bins  
4 Phone  
1 HP deskjet 9326  
1 Security equipment  
2 Garbage bin  
1 Refrigerator  
1 Receipt machine  
1 Rush card machine  
1 Kenwood 2-way radio  
1 AC/Heating Unit  
2 Blackboard  
2 Mouse  
1 Canon Printer D760

# **PARCEL C**

## **- ANCHOR POINT**

---

### **Location**

This facility is located in northern Newfoundland and Labrador in Anchor Point, south of Flower's Cove on the west side of the Great Northern Peninsula.

### **Description of Facilities**

The Anchor Point plant is a wood frame building on a concrete foundation, with an asphalt shingle roof and vinyl siding. This facility has approximately 40 years of history behind it and has had a number of additions and improvements made to it in both in 1999 and 2000. The entire facility is approximately 24,500 square feet.

### **Products**

Anchor Point processes shrimp only.

### **Throughput**

The approximate production capacity, based on two shifts, is 150,000 pounds of raw shrimp per day. The following table sets out the facility's historical throughput over the course of the last 4 years.

| <b>Year</b> | <b>Raw Material (lbs)</b> | <b>Finished Product (lbs)</b> |
|-------------|---------------------------|-------------------------------|
| 2005        | 10 million                | 3 million                     |
| 2004        | 14 million                | 4 million                     |
| 2003        | 9 million                 | 3 million                     |
| 2002        | 15 million                | 5 million                     |

### **Freezers, Ice Making, Cold Storage**

Anchor Point has 1585 Hp of refrigeration capacity. The cold storage room contains approximately 27,000 cubic feet of storage space. There are three 30-ton Northstar ice makers that include a delivery system and ice blowing capabilities.

### **Boilers, Fuel, Power**

Anchor Point houses 3 Boilers with 250 Hp, 40 Hp and 50 Hp capabilities. The facility has a 10,000 gallon double walled fuel oil tank. Power is provided by a pad mounted transformer, delivering 1600 amps, at 600 volts. Domestic service is delivered at 1200 amps, at 220 volts and is 3 phase.

## **Equipment**

Significant pieces of equipment include washers, air separators, a Flo freezer, an optical sorting machine and a finished product grader. The Equipment has been purchased from manufacturers such as C&W, Cormitech, 3X Stal, and Pulsor.

Set out below is a detailed listing of capital assets at the Anchor Point facility.

### **PLANT MANAGER'S OFFICE**

- 1 Four drawer legal file cabinet
- 1 Computer desk, wooden
- 1 Office desk
- 2 Chairs
- 1 Canon calculator (P126D)
- 1 IBM p/c 2G and keyboard
- 1 Azura 14" monitor
- 1 Garbage can
- 2 Fire extinguishers
- 1 Canon Printer MP390
- 1 Megometer fluke 1520
- 1 Panasonic security system
- video monitor WVBM 1410
- VCR AGRT600A
- video multiplexor WJ-FS316
- 1 First aid kit
- Misc hand tools
- 1 Touch screen pulsar - elec sorting machine
- 1 Case vulken grey sealant (12)
- 2 Termination kits (transformers)
- 6 Cans of cold galvanizing compound

### **PRODUCTION MANAGER'S OFFICE**

- 3 Uniforms
- 1 Wooden desk
- 1 Samtron 14" monitor
- 1 MID-EPP 1100 ATX computer and keyboard
- 1 4 drawer legal file cabinet
- 1 First aid kit
- 1 Pennsylvania digital scale #4500
- Misc. office supplies in/out basket, garbage can, 3 cork boards, etc.
- 1 First aid kit
- 1 Iowa label applicator AP65-100
- 2 Pr coveralls
- 1 Arm chair



## **MAIN OFFICE**

- 1 Brother Intellfax1270
- 1 Paper shredder
- 1 Small wooden table
- 2 Wooden double pedestal desks
- 1 Philips 15" monitor
- 1 LG Computer and keyboard
- 1 Canon P126D calculator
- 1 D Link Router
- 1 Comtrend modem
- 1 Brother Laser Printer
- 1 3 drawer file cabinet
- 2 Chairs
- 1 Canon Image class D680 Fax
- 1 Sharp cabinet
- 2 4 drawer filing cabinet
- 6 Pneumatic valves SMC
- Misc parts
- 1 Wooden magazine rack

## **QUALITY CONTROL OFFICE**

- 1 Eldon double door cabinet (plastic)
- 1 Quantity of rubber gloves, rain suits and misc. office supplies
- 1 Chair
- 1 Computer Desk
- 1 Four drawer file cabinet

## **PROCUREMENT MANAGER'S OFFICE**

- 1 Single bed and mattress
- 1 Single pedestal desk
- 1 2 drawer file cabinet
- 1 Chair
- 1 Canon P126D calculator
- 1 Whiteboard
- 2 Doran digital scales, Model 4300
- 1 Digi label maker GP1000
- 2 Pair rubber boats

## **BEDROOM**

- 1 Bunk bed and 2 box springs and mattresses
- 1 Chair

## BEDROOM

- 2 Single beds c/w 3 box springs and 2 mattresses
- 1 Western digital scale, model 2000
- 1 Samsung Monitor 14"
- 1 Power inverter Siemens
- 1 Sona computer c/w keyboard and mouse
- 2 Chairs
- 1 Xerox copier (not working)
- 7 Boxes of sampling kits (10 in a box)
- 2 Used lined overalls
- 1 Computer s/n 12NF010228-16135 (not sure if working)
- 1 Kenmore vacuum
- 1 Impulse sealer WO-400H
- Parts for Pulsor touch screen
- Misc. Parts
- 1 Canadian Scale Co. -digital DF2000

## KITCHEN

- 1 Table
- 2 Chairs
- 1 Kenmore dishwasher
- 1 GE range
- 1 Kenmore fridge (not working)
- 1 Kenmore deep freeze - 7 cu ft
- 1 Loveseat and chair
- 1 Sofa and chair
- 1 Goldstar 20" TV
- 1 Sylvania VCR
- 1 Bell Express VU Receiver 3100 series
- 1 Compaq laptop Presario - 2100
- 1 Wooden table
- 1 Canon printer i350
- 1 Plastic chair
- 1 Fire extinguisher

## LOCKER ROOM

- 12 Double lockers (clothes)
- 1 6 ft. step ladder
- 1 Shoe rack

## ICE MAKING ROOM

- 1 Gas mask (Canister)
- 3 North Star Ice Makers (30 ton)

- 1 Wescold Chiller c/w air turbine and 75 HP motor (ice blowing system)
- 1 Water softener system - Myers MGT 150
- 12 bags water softening salt - 20 KG each
- 1 Fire extinguisher

**EMPLOYEE LUNCH ROOM**

- 1 Kenmore 17' fridge
- 1 Kenmore microwave
- 1 Goldstar microwave
- 1 Toaster
- 1 Kettle
- 1 Bunncoffee maker
- 1 Sunbeam water cooler
- 1 Pennsylvania scales digital, Model 4500 50 LB
- 1 Hi-tech scales M2000 - 100 lbs
- 1 Kenmore range
- 1 Fly catcher
- 1 Hi-tech scales DF2000 100 lbs
- 1 Hi-tech scale M2000 100 lbs
- 26 Plastic chairs (blue)
- 23 Black vinyl chairs
- 3 6 ft table
- 1 8 ft table
- 1 Cork board

**CHANGE ROOM**

- 2 s/s boot racks
- 1 s/s sink

**LAUNDRY ROOM**

- 2 Kenmore washers
- 2 Kenmore dryers
- Quantity of rubber boots
- 1 1/2 Containers of detergent
- Quantity of garbage bags
- 11000 Blue bonnets
- Quantity of Scotch Brite scouring pads
- Quantity of garbage bags
- 1 Step stool
- 23 Cases of disposable gloves - misc sizes
- 11 Cases of 12 liters per case of cleaning roller
- Quantity of Rubber boots - white
- 1 case (1000) white bonnets
- Quantity of sanitizers and soaps

- 3 Large pants (Rain Pro)
- 2 Med pants (Rain Pro)
- 6 Small jackets (Rain Pro)
- 4 Med jackets (Rain Pro)
- 2 Ex-large jackets (Rain Pro)
- 11 Cases hand sanitizers
- 6 small pants (Rain Pro)
- 11 Cases of Go Jo Hand sanitizers ( 8-1 liter)
- 9 cases of soap (10-1 liters per case)
- 12 North RP 1500 Masks (50 per pk)
- Quantity of garbage bags
- Quantity of labels
- 2 Baader Scales digital 400 lbs.
- Fan - stand up
- 64 Cases of 5 lbs ice shrimp bags @ 900 per case (FPI)
- 21 Cases of 5 lbs Maritimer shrimp bags @ 800 per case (FPI)
- 2 Pallet jacks
- 12 Pallets @ 800 each of ice shrimp master boxes (FPI)
- 32 Pallet boxes bulk corrugated
- 4 Scotch brite scouring pads 100's
- 8 Cases White Swan toilet tissue
- 4 Cases M-Tork paper towels
- 4 Cases of Garbage bags (200 a case)
- 3 Cases of tape clear 48 MM 1372 meters long 6 per case
- 31 Cases hand dispenser tape 48 mm x 100 m (36 per case)
- 1 Fire extinguisher
- 37 Cases stretch flex 18" x 1500' (4 rolls per case)
- 1 Fly catcher

#### **PARTS ROOM**

- Quantity of misc. parts
- 1 Spare Steam Regulator for cooker

#### **COLD STORAGE LOADING DOCK**

- 1 Scissors lift - 25' - 750 lbs.
- Oxygen and Acetylene welding set complete with torch, hoses and gauges

#### **COLD STORAGE ROOM**

- Quantity of wooden pallets
- 95 Insulated wharf boxes - no covers
- 2 KT100 Boiler water treatment 210 liters each
- 4 Drums of spectrum cleaner 210 liters each
- 10 33 lbs propane tanks (2 empty)
- 1 100 lbs. propane tanks
- 3 Oxygen empty tanks

- 2 Acetylene empty tanks
- 7 Chlorine tanks (full)
- 2 Drum of Kentreat 410 boiler cleaner 210 liters
- 1 Pallet jack
- 1 Drill press
- Misc tools
- 1 Miller Welder c/w hoses & helmets
- 1 Aluminum step ladder 10'
- 1 Empty Ammonia cylinder 100 lb

### **PEELER ROOM**

- 4 Laitrum shrimp peelers - short
- 4 Maratek shrimp peelers - long
- 4 Maratek chillers
- s/s & aluminum cat walks & chutes
- 2 Fly catchers
- 1 Hi-pressure mobile power jet washer 7.0 HP
- Quantity of hoses and nozzles

### **ELECTRICAL ROOM**

- 2 Fire extinguishers
- 1 Dell computer operates infeed/batching system  
c/w keyboard & 17" monitor
- Misc tools
- 1 Plastic chair
- 1 stand fan
- 1 Miller Welder MAX Star 140 STRT
- 2 Drawer filing cabinet

### **PRODUCTION AREA**

- 2 Laitrum washers/cleaners
- 2 Maratek washers/cleaners
- 1 C & W air separator (Large)
- 2 Laitrum roller separators
- 1 3 X stall air separator large
- 1 Pulsar Optical sorter c/w in feed vibrating conveyor
- 1 3 X stall food pump
- 1 Maratek after peeler
- 2 Laitrum blowers (small)
- Misc. s/s aluminum sheets and  
walkways/steps and table
- 1 Fly catcher
- 2 10' inspection tables (Laitrum)
- Quantity of Misc. pans
- 1 Elevating conveyor
- 1 Dewatering shaker aero freeze

- 1 Aero freezer - flow freezer 4 fan
- 2 Tables s/s - hi-density poly
- 1 Carnitech glazer
- 1 Elevating conveyor
- 1 2 MA flow freezer Frigoscandia
- 1 water chiller for glazing
- 1 Carnitech 10 lb finished product grader
- 1 Elevated conveying system (C&W)
- 3 Bagging and weighing tables s/s hi density poly
- 1 Horizontal conveyor 15'
- 1 s/s lump tank
- 1 Sona computer c/w acer monitor & keyboard
- Misc. belts and buckets
- 1 Digi GP 1000 Digital seals
- 1 HP Vectra computer c/w 14" monitor, keyboard
- 8 s/s tables various sizes
- 1 s/s sink
- 1 EZ tape model BB-2
- 1 Loma IQ metal detector
- 1 S/s rack
- 6 Heat sealers
- Misc. supplies - labels/pens, pencils
- 5 lb shrimp bags etc. tape
- 1 Fire extinguisher

#### **BOILER ROOM**

- 1 Cleaver Brooks Boiler 250 HP  
Model #CBI200/250/150
- 1 Makeup tank and pump C0100059
- 1 40 HP Volcano boiler
- 1 60 HP Volcano boiler
- 1 Makeup tank for Volcano's
- Misc. tools

#### **ENGINEER'S ROOM**

- 1 4 drawer file cabinet
- 1 Single pedestal desk
- 3 Chairs
- 1 MSA gas mask
- 1 10 gal shop vac

#### **ENGINE ROOM**

- 1 Frick 500 HP compressor
- 1 Mycon 300 HP Compressor
- 1 FES 400 HP compressor
- 1 Vilter 125 HP compressor

- 1 Matheson Hi presser receiver CRN7331.0
- 1 100 lb propane tank (Partially used)
- Misc. tools
- 2 Drums tape A ref ridgator oil 45 gals
- 1 EL Nichol Co Low Pressure Receiver
- 2 Ammonia pumps 5 HP
- 1 Ammonia pumps 5 HP
- 2 Champion 10 HP air compressors
- 1 Champion 15 HP air compressor
- 2 Hi pressure wash down pumps 7.5 HP
- 2 Ultra air air dryer
- 1 Vilter 100 HP compressor
- 1 100 HP Simco compressor c/w 60 HP booster
- 1 Pentair water softener model 250
- 10 bags of salt
- 1 Dewatering drum
- 4 Aluminum ice chutes 16'
- 1 20' auger
- 2 Gould salt water pumps 20 HP & 25 HP
- Mastering Solution Optimal 180 17 pellets @ 2200 lb per pellet
- Sifto salt 90 bags @ 40 kgs each
- 2 1250 gal poly tanks
- 2 500 gal mixing tanks (poly)
- 1 10' ft step ladder
- 1 Platform scales - 2000 lbs
- Misc ice hoses & off loading buckets
- Misc. parts, pipes, etc.
- 2 Condensing units (unsure if working)
- Sifto salt 112 bags 2 kgs each

#### **HOLDING ROOM**

- 1 Slurry machine c/w ice hopper and delivery system
- 1 Inclined conveyor
- 1 Rock tank
- 1 Conveying and batching system c/w scales
- 1 Miller aluminum welder - Millermatic 210
- 1 Delta compressor 135 PSI c/w hoses & gauges
- 1 Caterpillar 50 foot lift (propane)
- 2 Water chlorination systems
- 2 Tanks of chlorine in use 100lbs

#### **OUTSIDE SUPERVISOR OFFICE**

- 1 Wooden table
- 1 s/s table
- 1 Acer F2 computer c/w Samsung sync masters 3 keyboard & monitor 14"
- 1 Chair

- 1 DF2000 100 LBS hi-tech scales
- Quantity of wharf boxes - not usable
- 1 Maratek hopper s/s
- 1 C&W incline conveyor
- 4 Laitrum cookers
- 4 Maratek cookers
- 1 Morel conveyor belt 60' appox.
- 1 Aluminum catwalks 60' appox
- 2 Fly catches

#### **STORAGE OFF ENGINE ROOM**

Misc belts, winches, oil filters & misc. parts

#### **ELECTRICAL ROOM**

Misc. fuses, brackets, connectors etc.

#### **PVC ROOM**

- Misc. fitting, black iron fittings,  
some s/s ABS fittings
- 2 Conveyor belts - 900 series flat top
- 1 Expansion tank for cold storage (old)

#### **OUTSIDE**

- 1500 ft of 10" hidensity poly salt water line
- 1 8 x 12 weighing shed (mobile on skids)
- 1 Truck offloading ramp (adjustable)
- 1 Aluminum barge



## ***PARCEL D - FLEUR DE LYS***

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### ***Location***

The Fleur De Lys facility is located in Newfoundland and Labrador on the northern tip of the Baie De Verte Peninsula. This production plant includes various pieces of machinery and equipment; however, it does not have a processing license.

Further information to follow.

# ***PARCEL E*** ***- HARBOUR BRETON***

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## ***Location***

Harbour Breton is located on the Connaigre Peninsula on the south coast of Newfoundland and Labrador, approximately 250 km southwest of Gander. This facility is an ice plant.

Further information to follow.

# **PARCEL F - CHETICAMP**

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## **Location**

The Cheticamp facility is located in Cheticamp, Nova Scotia.

## **Description of Facilities**

The facility is a wood and concrete block structure, with asphalt shingles and concrete floor and foundation. There are also three wells on site.

## **Products**

The plant is primarily a crab section processing facility. In addition, the facilities accommodate and house equipment to process herring roe.

## **Throughput**

Recent production history indicates that the Cheticamp plant has the capacity to process the following quantities of finished product for sale:

| <b>Description</b> | <b>Quantity (lbs.)</b> |
|--------------------|------------------------|
| Crab sections      | 3.7-3.8 million        |
| Herring roe        | 200-240 thousand       |

## **Cold Storage**

Cheticamp's cold storage room has the capacity to store between 130,000 to 150,000 lbs of finished product.

## **Equipment**

Major crab processing equipment includes a high pressure grading table with blancher; 18 station butchering table; 4 stage grading table and return (36 x 2 stations), 900 series Diamond conveyor, auto 3 pass cooker and chiller, conveyor and scale systems, single stage brine, rinse and glaze tank, after freezer, tunnel freezer, packaging and strapping machinery and necessary conveyor and scale systems, and 2 plate freezers.

Set out below is a detailed listing of capital assets at the Cheticamp Facility:

## **MANAGER'S OFFICE**

2 Desks  
1 Desk chair  
4 Meeting Chairs  
1 Antec Computer Tower  
1 NEC Monitor  
1 Keyboard  
1 Phone

## **OFFICE #1**

1 Desk  
1 Desk Chair  
1 Phone  
1 Calculator

## **RECEPTION OFFICE**

1 Desk  
1 Desk Chair  
4 Drawer Filing Cabinet  
5 Shelf wall unit  
Brother HL-1440 Printer  
LG Computer Tower  
LG Monitor  
Phone  
Casio Calculator  
Dot Matrix Printer

## **KITCHEN/ADMIN AREA**

Photocopier (KM-1810)  
Admin Supplies (pens, paper, paper clips, etc)  
Citizen Microwave  
Sanyo Bar Fridge  
Coffee Maker/Tea Kettle  
Computer Tower with keyboard (unused, no monitor)

## **RECEPTION**

Small Desk  
Desk Chair  
HP LaserJet 1012 Printer  
Acer Tower Computer  
NEC Monitor  
Phone  
2 Drawer Filing Cabinet  
Water Cooler

### **UPSTAIRS STORAGE AREA**

Multiple (200+) Packages Styro-foam Trays  
11 boxes photocopy paper

### **LOWER STORAGE AREA #3**

2 Pallets Box Packaging Material  
1 Metal Detector

### **OUTSIDE FREEZER ROOM**

1 Raymond Power Lift-Jack  
2 Strapping Machines

### **CHEMICAL STORAGE ROOM**

3 White Barrels Ammonia  
38 Bottles Sodium Hydrochloride  
4 Cases Skin Cleaner

### **UNIFORM STORAGE ROOM**

1 Computer Monitor  
1 Label Maker  
8 Bags G17K Black Heavy Weight Gloves  
5 Bags Endeavour Aprons  
2 Bags Endeavour Sleeves  
1 Case Red Heavy Gloves  
2 Cases Black Best Gloves  
4 Cases Blue No-Name Gloves  
1 Case White Tack Smocks  
3 Cases Nitty-Gritty Gloves  
1 Case Blue Sleeves  
1 Bag of White Hair Nets

### **OUTSIDE CHEMICAL ROOM STORAGE**

13 Cases 1600 Paper Towel  
6 Boxes 5610 Paper Towel  
14 Cases 6" Green Scrub Pads  
Approximately 50 Boxes Color Labels  
4 Boxes White 21" Hairnets  
Miscellaneous Plastic & Labels  
12 Boxes Pallet Tape

Pump Room

5 Easy Clean Pumps

Outside Pump Room

6 Pallets Packing Material (Tape and Plastic Wrap)

**TOOL & DYE ROOM**

1 Drill Press

1 Grinder

1 4 Drawer File Cabinet

1 Microwave

1 Heavy Duty Vice

2 Welding Kits (3 Tanks)

1 Welding Kit Battery

Various supplies

**BOILER ROOM**

2 Cleaver and Brooks Model H Boilers

1 Old Strapping Machine

1 Standing Cabinet

1 Fire Extinguisher

**UPSTAIRS ATTIC**

2 Compressor Units

1 Air Exchanger

13 Cases Small Trays

3 Bundles Styro-foam Insulation

1 Pump

10-20 Boxes Filters/Tape

**UNDER STAIRS TO ATTIC**

8 Kilo Tech Scales

8 Accu-Weigh Scales

**ELECTRICAL ROOM**

6 Toledo Scales

2 Accu-Weigh Scales

Electrical Control Panel

## **PARKING LOT – FRONT BUILDING**

2 pallets of coarse salt  
10 rolls box liners  
53 wooden pallets  
1 Trailer (non-functioning refrigeration unit), no serial number New Brunswick Plate TEA-646  
Inventory in above trailer

1 Trailer (non functioning refrigeration unit), no serial number, New Brunswick plate TCW-434  
Inventory in above trailer

Brigadier Short Bed Truck (non functioning) no serial number, Nova Scotia Plate 22704  
Inventory inside above Short Bed Truck  
5 Pallets of packaging materials

## **SMALL FENCED STORAGE**

72 New wooden pallets  
39 Used wooden pallets

## **LARGE FENCED STORAGE**

Various used processing equipment and metal  
7 White chemical storage barrels  
3 pallets of coarse salt  
16 pallets of medium fish trays (68 per pallet)

## **OUTSIDE LARGE FENCED STORAGE**

5 pallets tote boxes  
5 pallets of medium trays

## **BACK OF LARGE FENCED STORAGE**

14 Fiberglass lobster holding tanks

## **BACK OF BUILDING (SEA SIDE) OUTSIDE**

3 Large grey fish boxes  
5 68kg Chlorine cylinders  
1 Enclosed Chlorine unit with 2 Chlorine cylinders  
1 Storage Shed (3x7) with 4 medium tote boxes  
1 Waste exit line  
2 Large grey fish boxes

## **SIDE OF BUILDING – PARKING LOT SIDE**

18 Blue fish boxes  
2 Picnic tables  
10 New wooden pallets

## **QUALITY CONTROL ROOM**

1 CPU serial number TA23165040-R1-0855  
1 Monitor serial number 2201888TA  
1 Printer serial number 01230228397  
1 Keyboard  
1 Phone  
1 Bar Fridge  
3 Bankers boxes with quality control files  
1 Scanner serial number U2P513278  
1 Freezer Probe serial number 10184658  
1 Deck  
2 Chairs  
1 2 drawer cabinet  
1 4 drawer cabinet  
5 Environmental sample kits  
2 Salt refractors

## **EMPLOYEE LUNCH ROOM**

1 Fridge  
4 Microwave ovens  
5 Lunch Tables with benches  
1 Water cooler serial number 20041703081

## **DRY PACK ROOM**

1 Scale on Table – scale serial number B013212  
1 Freezer Tunnel serial number AD418615  
400 Medium sized trays (berry pans)  
1 Japanese crab production line  
1 Shrink wrap machine – serial number A205C3E14785  
1720 Two pounder trays  
1 Pan return machine  
4 Stainless steel stands  
1 Glazing tank  
1 Grouping of wall fixtures  
1 Control Unit for After Freezer serial number P050907  
80 Packing Boxes  
1 Strapping Machine serial number 19225  
1 Liftrite Dolly 5500lbs capacity



## **CONTROL ROOM**

2 Small desks  
3 Chairs

## **AFTER FREEZER ROOM**

1 After freezer

## **BUTCHERING AND RECEIVING AREA**

1 Blancher  
600 Regular size fish totes  
50 Medium trays  
8 Batch cookers  
1 Air hoist  
1 Water cooler  
2 Scales serial numbers 02897 and 33287  
1 Butchering table  
1 Hockey stick belt  
2 Electrical converters

## **PACKLINE ASSEMBLY ROOM**

1 Packline Assembly machine  
300 Regular sized fish totes  
2 Electrical converters  
1 Packerline transportation belt

## **COOKING AREA**

1 Large three stage cooker with chiller  
1 Temperature gauge  
1 Computer controller power box  
5 Stainless steel tables  
1 weighing area with scales (2) serial numbers E019010063 and 015720  
After freezer end line serial number 24339

## **BRINE ROOM**

1 Brine unit  
1 Plate freezer  
3 pallets of coarse salt  
1 Automatic Glazing Tank  
1 Computer controlled power unit

## **POWER PLANT ROOM**

1 Power Unit serial number 143771  
1 4 shelve unit with parts  
2 Emergency air supply units  
1 Pump serial number 3083  
1 Power plant control unit

## **VEHICLES**

1998 Chev 4GC1 Truck Green vin 1GCEC14W1WZ232578  
1998 Chev 1500 Black vin 1GCEC14M1WZ198964

## **OTHER MISCELLANEOUS**

Freezer and Refrigeration Unit  
Green Mitsubishi Diesel Forklift  
LEM Loading Ramp - Quality Loading Equipment, no serial number  
Flat Bed Trailer – License plate Nova Scotia 4-67-73  
Trailer (refrigerator unit) serial number 1UYV62485PM861707 Plate number 4-54-33  
63 wooden pallets  
1 Stainless Steel Stand  
Inventory in trailer serial number 1UYV62485PM861707  
700 Medium size tote boxes  
1 Garage door  
2 pumps (1 used and 1 new) serial number for new HT030504P  
1 3 phase induction motor serial number 000205955

# ***PARCEL G*** ***- MARIE JOSEPH***

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## ***Location***

Marie Joseph is located on the southern portion of Nova Scotia, in the region of Guysborough. This facility is a buying station.

Further details to follow.

## ***PARCEL H - ST. PAUL'S***

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### ***Location***

The St. Paul is located in Quebec, approximately 300 km northeast of Montreal. This is a processing facility with various pieces of machinery and equipment.

Further details to follow.

***PARCEL I***  
***- TRADE NAME***

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The Companies operated under the following brand names:

- Sea Treat Limited
- Details concerning rights to other brand names and intangible assets, if any, to follow

## **PARCEL J**

### **- FISHER RECEIVABLES**

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There are 350 fishers included in the Fisher Accounts Receivable, which total approximately \$4.4 million. The aging of these accounts is set out below.

| <b>SEA TREAT LIMITED</b>          |                     |                     |                  |              |
|-----------------------------------|---------------------|---------------------|------------------|--------------|
| <b>FISHER ACCOUNTS RECEIVABLE</b> |                     |                     |                  |              |
| <b>(IN \$000'S)</b>               |                     |                     |                  |              |
| <b>1 – 30 days</b>                | <b>31 – 60 days</b> | <b>61 – 90 days</b> | <b>90 days +</b> | <b>Total</b> |
| \$221                             | \$4                 | \$8                 | \$4,188          | \$4,421      |

Two accounts are greater than \$500,000; three accounts are greater than \$250,000; and five accounts are greater than \$100,000. These ten accounts total approximately \$2.5 million or 57% of total Fisher Accounts Receivable.

## ***V. TERMS & CONDITIONS OF SALE***

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1. The Receiver will consider binding offers (together with a non-refundable deposit of 5% of the total purchase price) to purchase the Receiver's right, title, and interest, if any, in all or some of the assets of the Companies. Such binding offers must be in a sealed envelope marked "**OFFER RE: SEA TREAT LIMITED AND RELATED COMPANIES**".

All binding offers must be received by the Receiver at the following address by **5:00 pm (Newfoundland time), June 12, 2006:**

**Attention : Gord Halley**  
Deloitte & Touche Inc.  
Fort William Building  
10 Factory Lane  
St. John's, NL A1C 6H5  
Canada

Telephone: (709) 758-5213  
Facsimile: (709) 576-8460

2. Binding offers will only be accepted on the basis that the party submitting the offer has inspected the assets described in each Parcel and examined and satisfied itself as to the title thereto and that no representation, warranty, term, condition, understanding or collateral agreement, statutory or otherwise, is expressed or can be implied, with respect to title, merchantability, condition, description, fitness for purpose, country of origin, quality, quantity or any other thing, affecting any of the assets or in respect of any other matter or thing whatsoever except as expressly stated herein. Without limiting the foregoing, each party submitting a binding offer acknowledges and agrees that each Parcel is specifically offered on an "as is where is" basis as each Parcel will exist on the Closing Date and no adjustment shall be allowed to either the Receiver or a Purchaser for changes in condition or quantities of the assets from the date hereof and that the sale, transfer and assignment of the Receiver's right, title and interest, if any, in and to the assets is subject to the terms of any license, patent or any other agreement comprising or relating to such assets, including, without limitation, (1) any consents of any licensor or any other party, (ii) any restrictions on disclosure or assignability, and (iii) any provisions relating to confidentiality and rights of first refusal for the benefit of any other party to such license, patent or any other agreement. The Purchaser acknowledges that it will be responsible for making its own arrangements with any

licensors of assets or other parties required to operate or related to any of the assets. Each party submitting a binding offer acknowledges that the Receiver is not required to inspect or count, or provide any inspection or counting, of the assets or any part thereof and such party shall be deemed, at its own expense, to have relied entirely on its own judgement, inspection and investigation. It shall be the sole responsibility of a Purchaser to obtain, at its own expense, any consents to the transfer of the purchased assets and any further documents or assurances which are necessary or desirable in the circumstances. Purchasers are cautioned that the Receiver has not attempted to verify the country of origin of any of the inventory, raw materials or other assets and should make their own determinations of any capability to export such inventory, materials or other assets. The Receiver shall not be liable for any incorrect description, defect or condition of any of the assets, and each person submitting a proposal shall make no claim against the Receiver or any of its directors, officers or employees in connection with the proposal for the purchase of any of the parcels.

3. Documentation relating to the various Parcels may be obtained from the Receiver at the aforementioned address. Such documentation has been prepared or collected solely for the convenience of prospective purchasers and is not warranted to be complete or accurate and is not part of these Terms and Conditions of Sale.
4. The Parcels will be available for inspection at such time as may be arranged with the Receiver by contacting **Gord Halley** at **(709) 758-5213**.
5. All binding offers must be in the form of the enclosed "Binding Offer Form" (see Exhibit C), signed by a duly authorized officer of the entity making the proposal.
6. All binding offers must be accompanied by a bank draft or certified cheque payable to "DELOITTE & TOUCHE INC., in its capacity as Interim Receiver of Sea Treat Limited and certain related companies-in Trust" (the "Deposit") in an amount equal to not less than 5% of the gross purchase price offered for the assets. If the offer is accepted by the Receiver and the transaction as contemplated is not completed as a result of default by the Purchaser, then the Deposit shall be forfeited to the Receiver as liquidated damages and not as a penalty. The Deposit is to be credited on account of the purchase price on closing.



7. The highest or any binding offer for all or any of the assets will not necessarily be accepted. The acceptance of any binding offer is at the Receiver's sole and absolute discretion. No person shall retract, withdraw or countermand a binding offer before notification of acceptance or rejection of the offer by the Receiver.
8. The Receiver reserves the right to amend or terminate the Sale Process at any time.
9. Any binding offer which includes certain plant machinery, equipment or other asset which is subject to a lease will be subject to the approval of the lessor.
10. If any binding offer is accepted by the Receiver, the Receiver will notify the Purchaser of such acceptance on or before June 14, 2006 by notice in writing either delivered or by prepaid registered mail addressed to the Purchaser at the address set forth in his offer, such notice to be deemed effectively given and received when deposited in the post office or when delivered as the case may be.
11. Acceptance of any binding offer may be subject, in the sole and absolute discretion of the Receiver, to the Receiver and the Purchaser entering into an Agreement of Purchase and Sale on terms and in a form acceptable to the Receiver.
12. Unless, at the time of acceptance, the Receiver notifies the prospective Purchaser that acceptance of the binding offer is subject to the Receiver and Purchaser entering into an Agreement of Purchase and Sale on terms and in a form acceptable to the Receiver, a binding offer and the acceptance thereof in accordance with paragraph 10 above, together with these Terms and Conditions of Sale, which shall be deemed to form part of each binding offer, shall constitute a valid and binding Agreement of Purchase and Sale between the party submitting the binding offer and the Receiver with respect to the Parcels identified in the accepted offer, and such agreement shall not be amended without the written consent of the Receiver.
13. It is agreed and understood that the Receiver must obtain the approval of the Supreme Court of Newfoundland and Labrador for all individual sales transactions exceeding \$100,000 and title of any/all purchased assets individually or in aggregate in excess of this amount shall be by way of a vesting order only.

14. All Deposits in respect of binding offers not accepted by the Receiver shall be returned to the party by prepaid registered mail, addressed to the party at the address set forth in its binding offer on or before June 19, 2006, without interest thereon.
15. The balance of the purchase price, together with any taxes referred to below, shall be paid by cash or certified cheque payable to the Receiver on or before June 23, 2006 (the "Closing Date"). The closing shall take place at the office of the Receiver as follows:

Fort William Building  
10 Factory Lane  
St. John's, NL A1C 6H5

16. Each Purchaser will pay to the Receiver on the Closing Date, in addition to the balance of the Purchase Price, any and all federal, provincial and other sales, goods and services, and other taxes whatsoever which are payable in connection with the purchase and conveyance of the assets herein, together with all duties, registration fees or other charges properly payable or exigible upon or in connection with the conveyance or transfer of the Parcels, or will provide the Receiver with appropriate exemption certificates in form and substance satisfactory to the Receiver in respect of such taxes. The Purchaser will indemnify and hold the Receiver and the Companies harmless in respect of any taxes, penalties, interest and other amounts which may be assessed against the Receiver or the Companies under the *Excise Tax Act (Canada)*, the *Retail Sales Tax Act R.S.N.L. 1990 R-15*, as amended, or any comparable law as a result of the sale of the Parcels or as a result of the failure by the Purchaser to pay all the aforementioned taxes exigible in connection with the transactions contemplated by this Agreement, whether arising from re-assessment or otherwise.
17. The Receiver shall not be required to furnish or produce any abstract, survey, deed, declaration or other document or evidence of title except as such are in its possession.
18. Prior to any closing all assets shall be and remain in the possession of and at the risk of the Receiver, who will hold all policies of insurance effected thereon and the proceeds thereof in trust for the Receiver and each Purchaser as their respective interests may appear. After closing, the

purchased property shall be at the risk of the Purchaser. In the event of substantial damage to any assets occurring on or before closing the Purchaser may either take an assignment of the proceeds of the insurance related thereto and complete the purchase or may terminate the purchase and have all monies theretofore paid, returned without interest, costs or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obligated to complete the purchase and shall be entitled to the proceeds of insurance referable to such damage, but not to any other costs or compensation whatsoever.

19. If a sale is not completed because of the Purchaser's default, the Purchaser's Deposit and all other payments made in connection with the Purchase Price shall be retained by the Receiver and such Parcel(s) may be resold by the Receiver and the Purchaser shall pay to the Receiver (i) an amount equal to the amount, if any, by which the Purchase Price exceeds the net purchase price received by the Receiver pursuant to such resale, and (ii) an amount equal to all costs and expenses incurred by the Receiver in respect of or occasioned by the Purchaser's failure to complete the purchase.
  
20. It shall be a condition precedent to the Purchaser and the Receiver's obligations to complete any sale:
  - (a) none of the Parcels which are the subject of the Agreement of Purchase and Sale is removed from the possession of the Receiver by any means or process or is redeemed by any party; or
  - (b) there is no order of a court of competent jurisdiction enjoining the Receiver from proceeding with the sale.

In each of the above cases, the sole obligation of the Receiver is to return the Deposit to the Purchaser without interest or deduction.

21. The submission of a binding offer to the Receiver shall constitute an acknowledgment that the prospective purchaser has reviewed, understood, acknowledged and agreed to the terms of the accompanying "Notice to Reader", as well as these "Terms and Conditions of Sale".

22. Each prospective Purchaser acknowledges that DELOITTE & TOUCHE INC. is acting solely in its capacity as Interim Receiver of Sea Treat Limited and certain related companies, and as such, its liabilities hereunder or under any other arrangement or agreement contemplated hereby, or as a result of any sale contemplated hereby, will be in its capacity as Interim Receiver and it shall have no personal or corporate liability of any kind, whether in contract or in tort.
23. The validity and interpretation of any Agreement of Purchase and Sale shall be governed by the laws of Newfoundland and Labrador, and such agreement shall enure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, successors or assigns as the case may be.
24. The terms and conditions contained herein shall not merge on the closing of the transaction contemplated by any Agreement of Purchase and Sale but shall survive such closing and remain in full force and effect and be binding on each Purchaser thereafter.
25. Time is of the essence in any Agreement of Purchase and Sale.

Dated at St. John's, Newfoundland, this 26<sup>th</sup> day of May, 2006.

**DELOITTE & TOUCHE INC.**  
in its capacity as Interim Receiver of  
SEA TREAT LIMITED AND  
CERTAIN RELATED COMPANIES  
and not in its personal capacity

## ***VI. EXHIBITS***

---

# **EXHIBIT A: STATEMENTS OF OPERATIONS AND PLANT CONTRIBUTION**

| <b>SEA TREAT LIMITED</b>                                      |             |             |
|---|-------------|-------------|
| <b>CONSOLIDATED STATEMENT OF INCOME AND RETAINED EARNINGS</b> |             |             |
| <b>YEAR ENDED DECEMBER 31, 2005</b>                           |             |             |
| <b>(UNAUDITED)</b>  |             |             |
| <b>(IN \$000's)</b>   |             |             |
|   | <b>2005</b> | <b>2004</b> |
| Sales   | 74,326      | 108,017     |
| Production costs  | 68,507      | 93,450      |
| Gross profit  | 5,819       | 14,567      |
| Other expenses  |             |             |
| Selling   | 5,003       | 5,403       |
| Administration  | 5,937       | 6,054       |
|   | 10,940      | 11,457      |
| Earnings before the following                                 | (5,121)     | 3,110       |
| Other income  | -           | 497         |
| EBITDA  | (5,121)     | 3,607       |
| Depreciation  | 1,806       | 2,295       |
| Earnings before interest                                      | (6,927)     | 1,312       |
| Interest on long term-debt                                    | 1,200       | 1,094       |
| Foreign Exchange Derivative Gain                              | -           | (953)       |
| Earnings before income taxes                                  | (8,127)     | 1,171       |
| Income tax expense (recovery)                                 | 2           | 196         |
| Net income  | (8,129)     | 975         |

| <b>SEA TREAT LIMITED</b>  |             |             |             |             |             |                        |
|---------------------------|-------------|-------------|-------------|-------------|-------------|------------------------|
| <b>PLANT CONTRIBUTION</b> |             |             |             |             |             |                        |
| <b>(UNAUDITED)</b>        |             |             |             |             |             |                        |
| <b>(IN \$000's)</b>       |             |             |             |             |             |                        |
| <b>Location</b>           | <b>2000</b> | <b>2001</b> | <b>2002</b> | <b>2003</b> | <b>2004</b> | <b>31-Oct<br/>2005</b> |
| Port de Grave             | 8,419       | 3,907       | 3,390       | 4,569       | 4,217       | 619                    |
| Cheti Camp                | -           | 2,931       | 1,643       | 831         | 1,151       | (511)                  |
| St. Joesphs               | 35          | 125         | (544)       | 90          | (266)       | 173                    |
| Anchor Point              | 1,250       | 1,293       | 2,789       | 1,088       | 776         | 1,003                  |
|                           | 9,704       | 8,256       | 7,278       | 6,578       | 5,878       | 1,284                  |

**Disclaimer:** This information has been obtained from the Companies and Deloitte has taken no steps to audit or verify the financial data contained in this exhibit. The reader can place no reliance on the veracity of this data.

## **EXHIBIT B: BALANCE SHEETS**

| <b>SEA TREAT LIMITED</b>                            |                |               |
|---|----------------|---------------|
| <b>CONSOLIDATED BALANCE SHEET</b>                   |                |               |
| <b>AS AT DECEMBER 31, 2004 AND 2005</b>             |                |               |
| <b>UNAUDITED</b>                                    |                |               |
| <b>(IN \$000'S)</b>                                 |                |               |
|   | <b>2005</b>    | <b>2004</b>   |
| <b>ASSETS</b>                                       |                |               |
| <b>Current</b>                                      |                |               |
| Cash  | 220            | 119           |
| Receivables   | 8,446          | 4,021         |
| Current portion of long term receivables            | 300            | 700           |
| Current portion of loans to fishers                 | 989            | 1,736         |
| Inventory   | 8,388          | 4,199         |
| Prepaid expenses and deposits                       | 438            | 508           |
|   | <u>18,781</u>  | <u>11,284</u> |
| Long term receivables                               | 550            | 550           |
| Loans to fishers                                    | 1,348          | 1,846         |
| Due from related companies                          | 4,618          | 4,472         |
| Licenses  | 61             | 67            |
| Capital assets                                      | 11,968         | 12,302        |
| Assets under capital leases                         | 463            | 517           |
|   | <u>37,789</u>  | <u>31,038</u> |
| <b>LIABILITIES</b>                                  |                |               |
| <b>Current</b>                                      |                |               |
| Bank indebtedness                                   | 14,131         | 770           |
| Payables and accrued liabilities                    | 4,165          | 3,384         |
| Income tax payable                                  | 23             | (1,347)       |
| Current portion of long term debt                   | 6,762          | 10,087        |
| Current portion of obligations under capital leases | 48             | 48            |
|   | <u>25,129</u>  | <u>12,942</u> |
| Long term debt                                      | 17,129         | 14,056        |
| Long term-related parties                           | 1,475          | 1,475         |
| Obligations under capital leases                    | 258            | 258           |
|   | <u>43,991</u>  | <u>28,731</u> |
| <b>SHAREHOLDERS' EQUITY</b>                         |                |               |
| Share capital                                       | 885            | 885           |
| Retained earnings                                   | (7,087)        | 1,422         |
|   | <u>(6,202)</u> | <u>2,307</u>  |
|   | <u>37,789</u>  | <u>31,038</u> |

**Disclaimer:** This information has been obtained from the Companies and Deloitte has taken no steps to audit or verify the financial data contained in this exhibit. The reader can place no reliance on the veracity of this data.

# **EXHIBIT C: BINDING OFFER FORM**

---

To: Deloitte & Touche Inc. solely in its capacity as Interim Receiver of  
SEAT TREAT LIMITED AND CERTAIN RELATED COMPANIES  
FORT WILLIAM BUILDING  
10 FACTORY LANE  
ST. JOHN'S, NL AIC 6H5  
Attention: Gord Halley

1. \_\_\_\_\_  
(Name of Party issuing Offer)

2. \_\_\_\_\_  
(Address of Party)

3. \_\_\_\_\_  
(Person to be contacted) (Fax number)

4. \_\_\_\_\_  
(Email address)

5. The total amount hereby offered is \$ \_\_\_\_\_

6. The amount offered for each Parcel is as follows:

| Parcel | Description            | Amount Offered |
|--------|------------------------|----------------|
| A      | Port De Grave Facility | \$ _____       |
| B      | St. Joseph's Facility  | \$ _____       |
| C      | Anchor Point           | \$ _____       |
| D      | Fleur De Lys           | \$ _____       |
| E      | Harbour Breton         | \$ _____       |
| F      | Cheticamp              | \$ _____       |
| G      | Marie Joseph           | \$ _____       |
| H      | St. Paul's             | \$ _____       |
| I      | Trade Names            | \$ _____       |
| J      | Fisher Receivables     | \$ _____       |



7. The offer must be considered as an *en bloc* offer

Yes \_\_\_\_\_

No \_\_\_\_\_

8. This binding offer is submitted pursuant to the Terms and Conditions of Sale prepared by Deloitte & Touche Inc., in its capacity as Interim Receiver of Sea Treat Limited and certain related companies dated May 26, 2006.

9. Attached hereto is a cheque in the amount of \$\_\_\_\_\_ representing the Deposit per paragraph 6 of the Terms and Conditions of Sale contained in the Information Package dated May 26, 2006.

10. \_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signing Officer

\_\_\_\_\_  
Title

## **PARCEL D - FLEUR DE LYS**

---

### **Location**

The Fleur De Lys facility is located in Newfoundland and Labrador on the northern tip of the Baie Verte Peninsula. This production plant includes various pieces of machinery and equipment; however, it does not have a processing license.

### **Description of Facilities**

The Fleur de Lys facility ceased operations approximately 7 – 8 years ago. The building is a concrete block/wood frame structure with a concrete foundation. It is a two storey building which has vinyl siding and a corrugated metal panel roof. The building has a footprint of approximately 12,600 square feet.

### **Equipment**

#### **PRODUCTION AREA 1**

- 1 Pallet wrangler 90 pallet jack
- 1 Blue Giat pallet jack
- 1 Mobile scales
- 1 Blanchard Mess Model GUD601L5  
3 Phase 575V
- 2 Blowers keeprite
- 1 Vandura 2500 GMC 1987  
Aluminum production line equipment/conveyor 20'

#### **PRODUCTION AREA 2**

- 1 S/s conveyor belt system 20'
- 3 Fiberglass splitting tables 7'
- 2 Pieces roller conveyor s/s 6'

#### **MAIN COLD STORAGE**

- 1 8' frame table aluminum
- 1 7' capelin table frame s/s
- 1 Fiberglass splitting table
- 1 12' aluminum frame table

Building 140 long x 90  
Concrete foundation, wood frame, vinyl siding  
corrugated metal roof

### **MAIN OFFICE**

- 1 Wooden double pedestal desk
- 1 2 drawer file cabinet
- 1 Plastic chair
- 2 First Aid Kits

### **LUNCH ROOM**

- 1 Wooden table
- 4 chairs
- 1 Mop bucket

### **BOX ROOM**

- 2 Pieces PVC piping
- 1 S/s double sink
- 8 Boxes/tubs electrical parts
- 4 Desks
- 3 4 drawer file cabinets
- 6 Office chairs
- 1 Water boiler
- 1 Cold storage light
- 1 3 complete aluminum sing 5'
- 1 Siemens dry take transformer DTA 0112
- 2 Weigh scales-Exact
- Misc. packaging material

### **ICE ROOM**

- Quantity of PVC piping
- 1 Aluminum work bench
- 1 Chemical tank

# **PARCEL G - MARIE JOSEPH**

---

## **Location**

Marie Joseph is located on the southern portion of Nova Scotia, in the region of Guysborough. This facility is a buying station.

## **Description of Facilities**

This facility has a small office and storage building, several small storage sheds and two large storage buildings located adjacent to a government wharf that is presently used to hold bait and lobster. Marie Joseph's ice making facility is also on-site; however, this facility is currently not in use.

## **Equipment**

### **OFFICE AND STORAGE BUILDING**

- 1 Brother Intellifax 77S
- 1 HP 610 digital copier
- 1 HP Laserjet 1012
- 2 Desks
- 2 Chairs
- 2 Abco scales
- 1 Fairbanks scale
- 1 Pallet jack
- Assortment of benches and wooden tables
- 1 Microwave
- 1 Coffee machine
- 2 Wooden bunk beds
- 1 Couch
- 1 Cart table

### **BACK STORAGE BUILDING**

- 2 Toyota forklift trucks, S/N not available

### **HOLDING AREA BUILDING**

Quantity of small totes

### **STORAGE BUILDING**

- 1 Bobcat loader, S/N not available
- 1 Fuel tank, capacity 4,540 litres diesel, 2,270 litres gasoline
- 2 Fuel pumps



**Sea Treat Limited**  
Atlantic Canada's Finest Quality Seafood

**INFORMATION PACKAGE  
SALE PROCESS  
TERMS & CONDITIONS**

**JUNE 2, 2006**

**Deloitte.**

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## ***I. NOTICE TO READER***

---

Deloitte & Touche Inc., in its capacity as Interim Receiver of Sea Treat Limited and certain related companies (the "Receiver" or "Deloitte") has been authorized to solicit proposals for the purchase of any or all of the assets of Sea Treat Limited ("Sea Treat") and the following related companies:

Daley Brothers Limited  
D.B.L. Fishing Company Limited  
10561 Newfoundland Limited  
10563 Newfoundland Limited  
Kegaska Seafoods Limited  
Missing Link Limited  
Grand Banker Enterprise Ltd.  
Anchor Shellfish Ltd.  
Viking Sea Products Ltd.  
Vair Holdings Limited  
St. Paul's Seafoods Ltd.  
CB Seafoods Limited  
Howard Turner and Sons Limited  
513087 N.B. Inc.  
Le Fruits De Mer Shippagan Ltee.  
Cheticamp Packers (1991) Limited  
La Digue Fisheries Limited

Sea Treat and the above noted companies are referred to collectively herein as (the "Companies").

This document has been prepared solely for the convenience of prospective purchasers to assist them in considering submission of a proposal to purchase any or all of the Companies' assets.

Deloitte expressly advises, and the potential purchaser acknowledges, that the potential purchaser does not rely on this information in arriving at a decision to purchase part or all of the assets listed herein. Deloitte has not audited nor independently verified any of the information contained herein and makes no

express or implied representation or warranty with respect to the accuracy or completeness of such information. Nothing contained in this document is, or should be relied upon as, a representation as to the future potential of the assets. Each prospective purchaser must rely upon its own inspection and investigation in order to satisfy itself as to title, merchantability, encumbrances, description, fitness for purpose, quantity, condition, existence, quality, value or any other matter or thing whatsoever relating to the assets to be purchased.

The information contained herein has been prepared for the sole purpose of presentation to prospective purchasers of the Companies' assets and is to be held in confidence and is not to be reproduced or used for any other purpose or disclosed to third parties without Deloitte's prior written consent.

Neither this document, nor its delivery to any prospective purchaser, shall constitute an offer to sell.



## ***II. SALE PROCESS***

---

Deloitte will consider proposals to purchase, on an “as-is, where-is” basis, the Receiver’s right, title and interest, if any, in any or all of the assets of the Companies set out herein.

The assets are available for inspection by contacting the Deloitte representative identified below to arrange for an appointment:

**Attention : Gord Halley**  
Deloitte & Touche Inc.  
Fort William Building  
10 Factory Lane  
St. John’s, NL A1C 6H5  
Canada

Telephone: (709) 758-5213  
Facsimile: (709) 576-8460

Binding offers, together with a non-refundable deposit of 5% of the total purchase price must be submitted on the Offer Form provided herein (Exhibit C), in accordance with the Terms and Conditions of Sale detailed in this Information Package, and must be received by Deloitte on or before **5:00 pm (Newfoundland Time), June 12, 2006**. Deloitte may, but will not be obligated in any way to consider the offers.

Prospective purchasers are cautioned that Deloitte reserves the right to negotiate with any prospective purchaser at any time and to sell any or all assets at any time prior to the closing date for offers. In addition, the highest proposal may not necessarily be accepted, nor will any of the proposals submitted necessarily be accepted. Any proposal which is accepted may be subject, at the sole and absolute discretion of Deloitte, to a formal agreement of purchase and sale to be entered into by Deloitte and any prospective purchaser on terms and in a form acceptable to Deloitte.

### ***III. INTRODUCTION AND GENERAL DESCRIPTION OF THE BUSINESS***

---

The following is a brief description of the business carried on by the Companies prior to May 18, 2006, the date the Receiver was appointed. Effective May 18, 2006, the Companies ceased day-to-day operations.

Sea Treat Limited, a subsidiary of Daley Brothers Limited, is a Newfoundland company incorporated in 1977 and is a fish harvesting and processing enterprise headquartered in St. John's, NL.

The company had its beginnings in St. Joseph's, St. Mary's Bay, where during the 1950's and 60's it produced a variety of groundfish and pelagic species. Since then, the company has grown from its relatively modest origin into a successful, multi-species processor of superior fresh, frozen and salted seafood products. At its peak, the company employed 1,000 workers. Diversified plant operations throughout Newfoundland and Labrador, and Nova Scotia ensured a consistent year-round supply of products. The company processed a variety of seafood products including shrimp, crab, pelagics and various groundfish. An extensive quality management program ensured the highest standards throughout the entire production operation, from the acquisition of raw material to processing, sanitation, hygiene, packaging and storage. With its numerous processing facilities throughout Eastern Canada, Sea Treat had a commitment to producing cold ocean seafood products of unsurpassed quality, quantity and consistency.

#### **OPERATING RESULTS**

A summary of Sea Treat's unaudited historical financial results for the years ended December 31, 2004 and 2005 are included in Exhibits A and B. Exhibit A also sets out contribution, by plant, for the years ended December 31, 2000 to 2004 and for the 10-month period ended October 31, 2005. Note that the Receiver has neither audited nor attempted to verify the financial data contained therein.

## ***IV. DESCRIPTION OF ASSETS AVAILABLE FOR SALE***

---

The Companies' assets have been bundled by location and are being offered for sale on a location-by-location basis. The various locations offered for sale are as follows:

| <b>NEWFOUNDLAND</b> |               |
|---------------------|---------------|
| <b>Location</b>     | <b>Parcel</b> |
| Port De Grave       | A             |
| St. Joseph's        | B             |
| Anchor Point        | C             |
| Fleur De Lys        | D             |
| Harbour Breton      | E             |
| <b>NOVA SCOTIA</b>  |               |
| Cheticamp           | F             |
| Marie Joseph        | G             |
| <b>QUEBEC</b>       |               |
| St. Paul's          | H             |
| <b>OTHER ASSETS</b> |               |
| Trade Name          | I             |
| Fisher Receivables  | J             |

Set out hereafter are available details in respect of each of the parcels for sale.

# **PARCEL A**

## **- PORT DE GRAVE**

---

### **Location**

The Port de Grave facility is located in Newfoundland and Labrador and is approximately 15 minutes from the town of Bay Roberts and just south of Carbonear.

### **Description of Facilities**

This facility is comprised of two buildings which are multi-storey wooden structures with concrete floors and foundations, from which a variety of seafood products are processed. The first building houses a large open storage space, administrative offices, a crab meat plant and a pelagics processing plant and is approximately 16,700 square feet. The second building houses the company's crab processing plant, cold storage facility, dry-dock area and blast freezers. This building is approximately 12,000 square feet and is a 3-storey structure. The plants are located next to a 100 foot wharf leased from the Harbour Authority of Port de Grave. This plant also has a 600 volt power supply and 20,000 gallon water tank with 3 artesian well pumps to facilitate production. This facility also includes a warehouse located in Bareneed.

### **Products**

The Port de Grave plant is primarily a crab section processing facility. In addition, the facilities accommodate and house equipment to process crab meat, pelagics and other seafood products.

### **Throughput**

In 2005 the Port de Grave plant processed the following quantities of finished product for sale:

| <b>Description</b>                    | <b>Quantity (lbs.)</b> |
|---------------------------------------|------------------------|
| Crab sections                         | 6-7 million            |
| Crab meat                             | 50 thousand            |
| Pelagics                              | 10 million +           |
| Other (monkfish, turbot, ground fish) | Various                |

### **Freezers and Ice Making**

Port de Grave has a total of 6 blast freezers, which are comprised of 5 ammonia units and 1 Freon unit. Although the dimensions of each blast freezer vary, average blast size is approximately 1,200 square feet and operates at -40 Fahrenheit, with an average of 26 tons of capacity, per load, each. These blast freezers can accommodate a total of approximately 110 racks for freezing finished product.

3 Northstar ammonia ice makers with the ability to create 3 tons of ice per hour are used to manufacture flake ice for storage in the facility's ice pound, which can lodge a total of approximately 70-80,000 lbs of ice.

The company's facilities also include a plate freezer, which is able to accommodate 15 plates.

## **Cold Storage**

Port de Grave's cold storage room is approximately 8,500 square feet and is used to house the company's finished product until it is ready for shipment. The cold storage facility operates at an average temperature of -21 Fahrenheit, but can facilitate temperatures of -40 Fahrenheit, when cooling fans are operating.

## **Equipment**

Major crab processing equipment includes a high pressure grading table with blancher; 20 station butchering table; brine packing line with automatic belt to cooker, steam cooker, cooling tank and brine tank for product freezing, sample tables, glaze tank, boxing table with horseshoe belt; automatic conveyor line to cold storage and pan return.

The company's crab meat processing line is comprised of the following equipment: meat cooker, meat cooler, roller table, transport pans, chopping line with 24 stations, course separator drum, shaker, fine separator drum, tip rolling line with 16 stations, grinder, packing conveyor, plate freezer and boxing tables.

Port de Grave's pelagics equipment consists of a large hopper with heavy duty conveyer, grader, various electric and hydraulic conveyers, roller tables, chutes and numerous scales (50 – 100 lbs).

Equipment for these lines has been manufactured by well known industry leaders such as Style International and C&W, among others.

Set out below is a detailed listing of capital assets at the Port de Grave facility:

### **CRAB SHOP**

- 1 Box Dumper
- 1 High Pressure Crab Scrubber
- 1 Butchering Table
- 1 Brine Packing Line (incl. belt to cooler & offal hopper)
- 1 Steam Cooker
- 1 Cooling Tank
- 1 Brine Freezing Tank
- 2 Sampling Tables
- 1 Glaze Tank
- 1 Boxing Table
- 1 Horseshoe Belt
- 1 Conveyor Line
- 1 Vacuum Sealer
- 1 Pan Return and Washer
- 1 Automatic Controls for Steam Controller, Cooker, Blancher
- 1 Water Tank
- 6 Blast Freezing Cells
  - 5 Ammonia
  - 1 Freon
  - Approximately 110 racks
- 1 Transformer in electrical room
- 1 Hydraulic Lift

3 100 Pound Scales

### ICE MAKING

- 3 Ice Makers
  - 3 tons/hr
  - Direct drop to the ice pound – capacity of 70-80,000 pounds
- 1 Hydraulic Pump 10HP
- 1 Water Evaporation System
- 1 Ice Blower
- 1 Chlorine Pump
- 4 Water Pumps
  - 1 – to office
  - 1 – to ice machine room
  - 2 – into ice machines

### REFRIGERATION ROOM

- 1 500 HP Rotary Screw Compressor
- 1 300 HP Rotary Screw Compressor
- 1 Automatic Purger
- 1 Intermediate Tank
- 1 60 Horsepower Compressor
- 1 100 Horsepower Freon Compressor
- 1 10 Horsepower Air Compressor
- 1 100 Horsepower Reciprocating Compressor
- 1 75 Horsepower Reciprocating Compressor
- 1 Regulator Panel for Cold Storage & Blast Cells
- 1 Low Pressure Receiver
- 1 20,000 Gallon Fresh Water Tanks
- 2 Salt Water Pumps
  - 40 HP and 25 HP
- 1 Chlorine Pump
- Argon, Oxygen & Acetylene (8 empty cylinders)
- 1 Stainless Teel Tank
  - 6' x 3.5' diameter
- 1 High Pressure Water Pumps 40HP
- 1 High Pressure Pump Water Tank 300 gallons

### CRAB MEAT LINE

- 1 Meat Cooker
- 1 Meat Cooler
- 1 Roller Table
- 1 Chopping Line - 24 stations
- 1 Course Separator Drum
- 1 Shaker
- 1 Fine Separator Drum
- 1 Tip Rolling Line - 16 stations

- 1 Grinder
- 1 Conveyer
- 163 Metal Trays
- 1 Table with Rollers
- Pans
  - Approx. 240 pans for legs (with holes)
  - Approx. 60 white pans
  - Approx. 90 smaller pans
- 3 Tables
- 3 Sinks
- 2 Basins
- 1 Plate Freezer
  - 15 Plates
- 1 Separating and Boxing Tables

**BOILER ROOM**

- 1 Main Water Tank w/pump
- 1 Make Up Tank w/3 pumps to feed boilers
- 3 Volcano Boilers
  - 1 – 70 Hp
  - 1 – 175 Hp
  - 1 – 350 Hp
- Steam Lines throughout
- 1 Oil Tank
  - Irving – 18,000L

**PELAGIC PRODUCTION**

- 1 Large Hopper
- 1 Large Grader
- 4 Large Conveyers
  - 2 electric
  - 2 hydraulic
- 12 Roller Tables
- 2 Chutes
- 8 Scales
  - 1 – 50 pound
  - 7 – 100 pound

**MISCELLANEOUS**

- 294 34 Kg Salt Bags
- Assortment of office furniture and equipment
- 5 Forklifts
  - 1 · 1 – Bobcat
  - 3 · 3 – Forklift Trucks
  - 1 · 1 – Komatsu Forklift

# **PARCEL B**

## **- ST. JOSEPH'S**

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### ***Location***

The St. Joseph's facility is located in the town of St. Joseph's, in St. Mary's Bay, Newfoundland and Labrador.

### ***Description of Facilities***

This facility is comprised of two buildings both of which consist of wood frame on a concrete foundation, with an asphalt shingle roof. The first building houses storage space, administrative offices, a welding shop, and blast freezers. This building is a three storey structure and has footprint of approximately 9,000 square feet.

The second building houses the company's shrimp processing plant and pelagics processing equipment. This facility is a two storey structure and has a footprint of approximately 16,000 square feet. It also includes a wharf that is used primarily for receipt of product to be processed in the facility.

### ***Products***

The St. Joseph plant is predominantly a shrimp processing facility. In addition, the facilities accommodate and house equipment for the processing of pelagics and other seafood products.

### ***Throughput***

The approximate production capacity, based on two shifts, is 110,000 pounds of raw shrimp or 250,000 pounds of raw pelagics per day.

### ***Freezers and Ice Making***

St. Joseph's has a total of 7 blast freezers. These blast freezers have the ability to freeze approximately 250,000 lbs of finished product and operate at approximately -30 Celsius. In addition, there is a Frigoscandia Flo Freezer Model LSM35 with a capacity of 3,000 pounds of finished product.

On a combined basis, St. Joseph's 3 ice makers can manufacture a total of 60 tons of ice per day, this also includes a delivery system and ice blowing capabilities.

### ***Cold Storage***

This plant has two cold storage facilities to house finished and other required products. One storage facility runs on ammonia, while the other runs on freon. Combined, these storage rooms can store approximately 1 million lbs of finished product until it is ready for shipment.



## **Boilers**

St. Josephs houses 2, 90 PSI Boilers with 100 Hp and 60 Hp capabilities, model 1050FFD and JR2HS-60-XO-150 respectively.

## **Equipment**

Significant pieces of equipment include washers, air separators, a Flo freezer, an optical sorting machine and a finished product grader. The equipment has been purchased from manufacturers such as C&W, Cormitech, 3X Stal, and Pulsor.

Set out below is a detailed listing of capital assets at the St. Joseph's facility:

### **WHARF / PARKING LOT**

- 1 Bucket Unloader
- 1 Oil Tank (Boilers)
- 1 Barge Offol
- 1 Propane Tank
- 2 Condensors
- 110 Blue Bin Catch Containers

### **CLEANING PROCESS**

- 1 Uplift Conveyor
- 1 De-Watering Conveyor
- 1 Weigh Conveyor (including control system)
- 1 Ice Conveyor
- 1 Ice Slurring Machine (including control system)
- 1 Hopper
- 300 Blue Bin Catch Container
- 1 Regency 250 Aluminum Welder
- 1 Ark Welder
- 1 Weigh Scale

### **COOKING PROCESS**

- 1 Weigh Hopper
- 9 Cookers
- 1 In Feed Conveyor

### **PEELING/ RE-PEELING/ SEPARATING PROCESS**

- 3 Long Peelers
- 6 Short Peelers
- 5 Washers/ Cleaners
- 2 Blower/ Air Separators
- 1 Chilling Unit

- 1 Pulsars (48 inches)
- 1 Re-Peeler
- 1 Parastolic Pump (food pump)
- 1 Washer/ Cleaner
- 2 Air Separator

#### **FREEZING / PACKAGING PROCESS**

- 1 De-Watering Conveyor
- 1 Frigoscandia Flow Freezer
  - Model # LSM 35
  - Serial # 10624
  - Capacity approximately 2,500 – 3,000 finished lbs.
- 1 Glazing Machine
- 1 After Freezer
- 1 Final Product Grader
- 1 Bag Sealer
- 1 Metal Detector
- 1 Packaging Tape Machine

#### **POWER GENERATORS**

- 1 Boiler
  - 90 PSI
  - 100 HP
  - Model # 1050FFD
  - Serial # 5952-S
- 1 Boiler
  - 60 HP
  - Serial # 51013730
  - Model # JR2HS-60-XO-150

#### **MIXING ROOM**

- 1 Water Tank
- 2 Mixing Tanks

#### **ICE ROOM**

- 1 20 Ton Ice Machine
- 1 30 Ton Ice Machine
- 1 7.5 - 10 Ton Ice Machine
- 2 Carbon filters (water conditioners)
- 1 Platform Scale (Mechanical/ Wharfscale)
- 1 Air Compressor (25 HP)
- 2 Air Compressor (10 HP)
- 1 High Pressure Liquid Surge Tank (flow freezer)

## **OPERATIONS/ MANUFACTURING – OTHER**

- 1 Electronic Scale
- 2 Plate Freezers
- 1 Capelin Shaker and Inspection Conveyors
- 2 Blast Freezers
- 2 Skid Lifts
- 2 Forklifts

## **COLD STORAGE**

- 1 Freon 25 HP
  - Serial # 80E831
- 1 Freon Cold Storage Room
- 1 Ammonia Cold Storage Room
  - 1 million lbs, capacity
- 4 Blast Freezers
  - Capacity 250,000 lbs/ day
- 1 Strapping Machine
- 3 Refrigerator Compressor
  - 15 HP
  - Model # 06DR2280BA0100
- 2 Label Makers

## **WELDING SHOP**

- 1 Welder Power Generator (8,000 watts auxiliary power)
- 1 Rigid Welding Machine
- 2 Oxygen Tanks
- 1 Grinding Machine

## **MECHANICAL / REPAIR SHOP**

- 1 Heavy Duty Drill Press
- 2 Water Heaters (270 Litres)

## **PROCESSING SUPPLIES**

- 0.75 Pallet Salt pellets (20kg bags)
- 10 Pallet FPI corrugate packaging
- 0.75 Pallet phosphate (55kg bags)
- 5.75 Pallet Evaporated Salts
- 100 Bottles Chlorenate cleaning agent
- Various packaging (bags/ boxes)

## OFFICE / ADMINISTRATION BUILDING

|    |                             |
|----|-----------------------------|
| 22 | Desks                       |
| 86 | Chairs                      |
| 27 | File Cabinets               |
| 4  | Microwaves                  |
| 1  | HP Laserjet 5 Printer       |
| 1  | WorkCentre 635 Fax Machine  |
| 2  | Work clothing - various     |
| 1  | Shredder                    |
| 2  | Couch                       |
| 2  | Coffee table                |
| 2  | Credenza                    |
| 1  | Lexmark 2715 printer        |
| 1  | Cash box                    |
| 3  | NEC AccuSync 70 Monitor     |
| 4  | Keyboard                    |
| 2  | Computer speakers           |
| 5  | Side tables                 |
| 4  | IBM PCs                     |
| 1  | Pitney Bowes Postage Meter  |
| 3  | Whiteboards                 |
| 9  | Computer monitors (no name) |
| 1  | HP Laserjet 1000            |
| 1  | Brother laserprinter HL1230 |
| 6  | PCs                         |
| 1  | Bookcase                    |
| 1  | APC Smart-UPS 1000XL        |
| 1  | Xerox Copier 420DC          |
| 1  | Personal spce air cooler    |
| 1  | Brother laserprinter HL1020 |
| 1  | Rack with network cables    |
| 1  | Dell Poweredge 1800 server  |
| 1  | HP LaserJet T1320 Printer   |
| 1  | HP monitor                  |
| 1  | D-Link DES-1024D            |
| 2  | 3Com hub                    |
| 1  | Sonicwall TZ 170            |
| 1  | Network terminator          |
| 1  | Old blackberry              |
| 15 | Lunch tables                |
| 2  | Toaster                     |
| 1  | Kettle                      |
| 2  | Coffee maker                |
| 2  | Vending machine             |
| 2  | Fax machine                 |
| 2  | DIGI GP-1000                |
| 1  | Samsung monitor             |
| 22 | Tray Carriages              |

107 Blue Fish Bins  
4 Phone  
1 HP deskjet 9326  
1 Security equipment  
2 Garbage bin  
1 Refrigerator  
1 Receipt machine  
1 Rush card machine  
1 Kenwood 2-way radio  
1 AC/Heating Unit  
2 Blackboard  
2 Mouse  
1 Canon Printer D760

# **PARCEL C - ANCHOR POINT**

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## **Location**

This facility is located in northern Newfoundland and Labrador in Anchor Point, south of Flower's Cove on the west side of the Great Northern Peninsula.

## **Description of Facilities**

The Anchor Point plant is a wood frame building on a concrete foundation, with an asphalt shingle roof and vinyl siding. This facility has approximately 40 years of history behind it and has had a number of additions and improvements made to it in both in 1999 and 2000. The entire facility is approximately 24,500 square feet.

## **Products**

Anchor Point processes shrimp only.

## **Throughput**

The approximate production capacity, based on two shifts, is 150,000 pounds of raw shrimp per day. The following table sets out the facility's historical throughput over the course of the last 4 years.

| <b>Year</b> | <b>Raw Material (lbs)</b> | <b>Finished Product (lbs)</b> |
|-------------|---------------------------|-------------------------------|
| 2005        | 10 million                | 3 million                     |
| 2004        | 14 million                | 4 million                     |
| 2003        | 9 million                 | 3 million                     |
| 2002        | 15 million                | 5 million                     |

## **Freezers, Ice Making, Cold Storage**

Anchor Point has 1585 Hp of refrigeration capacity. The cold storage room contains approximately 27,000 cubic feet of storage space. There are three 30-ton Northstar ice makers that include a delivery system and ice blowing capabilities.

## **Boilers, Fuel, Power**

Anchor Point houses 3 Boilers with 250 Hp, 40 Hp and 50 Hp capabilities. The facility has a 10,000 gallon double walled fuel oil tank. Power is provided by a pad mounted transformer, delivering 1600 amps, at 600 volts. Domestic service is delivered at 1200 amps, at 220 volts and is 3 phase.

## **Equipment**

Significant pieces of equipment include washers, air separators, a Flo freezer, an optical sorting machine and a finished product grader. The Equipment has been purchased from manufacturers such as C&W, Cormitech, 3X Stal, and Pulsor.

Set out below is a detailed listing of capital assets at the Anchor Point facility.

### **PLANT MANAGER'S OFFICE**

- 1 Four drawer legal file cabinet
- 1 Computer desk, wooden
- 1 Office desk
- 2 Chairs
- 1 Canon calculator (P126D)
- 1 IBM p/c 2G and keyboard
- 1 Azura 14" monitor
- 1 Garbage can
- 2 Fire extinguishers
- 1 Canon Printer MP390
- 1 Megometer fluke 1520
- 1 Panasonic security system
- video monitor WVBM 1410
- VCR AGRT600A
- video multiplexor WJ-FS316
- 1 First aid kit
- Misc hand tools
- 1 Touch screen pulsar - elec sorting machine
- 1 Case vulken grey sealant (12)
- 2 Termination kits (transformers)
- 6 Cans of cold galvanizing compound

### **PRODUCTION MANAGER'S OFFICE**

- 3 Uniforms
- 1 Wooden desk
- 1 Samtron 14" monitor
- 1 MID-EPP 1100 ATX computer and keyboard
- 1 4 drawer legal file cabinet
- 1 First aid kit
- 1 Pennsylvania digital scale #4500
- Misc. office supplies in/out basket, garbage can, 3 cork boards, etc.
- 1 First aid kit
- 1 Iowa label applicator AP65-100
- 2 Pr coveralls
- 1 Arm chair

## MAIN OFFICE

- 1 Brother Intellifax1270
- 1 Paper shredder
- 1 Small wooden table
- 2 Wooden double pedestal desks
- 1 Philips 15" monitor
- 1 LG Computer and keyboard
- 1 Canon P126D calculator
- 1 D Link Router
- 1 Comtrend modem
- 1 Brother Laser Printer
- 1 3 drawer file cabinet
- 2 Chairs
- 1 Canon Image class D680 Fax
- 1 Sharp cabinet
- 2 4 drawer filing cabinet
- 6 Pneumatic valves SMC
- Misc parts
- 1 Wooden magazine rack

## QUALITY CONTROL OFFICE

- 1 Eldon double door cabinet (plastic)
- 1 Quantity of rubber gloves, rain suits and misc. office supplies
- 1 Chair
- 1 Computer Desk
- 1 Four drawer file cabinet

## PROCUREMENT MANAGER'S OFFICE

- 1 Single bed and mattress
- 1 Single pedestal desk
- 1 2 drawer file cabinet
- 1 Chair
- 1 Canon P126D calculator
- 1 Whiteboard
- 2 Doran digital scales, Model 4300
- 1 Digi label maker GP1000
- 2 Pair rubber boats

## BEDROOM

- 1 Bunk bed and 2 box springs and mattresses
- 1 Chair



## BEDROOM

- 2 Single beds c/w 3 box springs  
and 2 mattresses
- 1 Western digital scale, model 2000
- 1 Samsung Monitor 14"
- 1 Power inverter Siemens
- 1 Sona computer c/w keyboard and mouse
- 2 Chairs
- 1 Xerox copier (not working)
- 7 Boxes of sampling kits (10 in a box)
- 2 Used lined overalls
- 1 Computer s/n 12NF010228-16135 (not sure if working)
- 1 Kenmore vacuum
- 1 Impulse sealer WO-400H
- Parts for Pulsor touch screen
- Misc. Parts
- 1 Canadian Scale Co. -digital DF2000

## KITCHEN

- 1 Table
- 2 Chairs
- 1 Kenmore dishwasher
- 1 GE range
- 1 Kenmore fridge (not working)
- 1 Kenmore deep freeze - 7 cu ft
- 1 Loveseat and chair
- 1 Sofa and chair
- 1 Goldstar 20" TV
- 1 Sylvania VCR
- 1 Bell Express VU Receiver 3100 series
- 1 Compaq laptop Presario - 2100
- 1 Wooden table
- 1 Canon printer i350
- 1 Plastic chair
- 1 Fire extinguisher

## LOCKER ROOM

- 12 Double lockers (clothes)
- 1 6 ft. step ladder
- 1 Shoe rack

## ICE MAKING ROOM

- 1 Gas mask (Canister)
- 3 North Star Ice Makers (30 ton)
- 1 Wescold Chiller c/w air turbine

- and 75 HP motor (ice blowing system)
- 1 Water softener system - Myers  
MGT 150
- 12 bags water softening salt - 20 KG each
- 1 Fire extinguisher

**EMPLOYEE LUNCH ROOM**

- 1 Kenmore 17' fridge
- 1 Kenmore microwave
- 1 Goldstar microwave
- 1 Toaster
- 1 Kettle
- 1 Bunncoffee maker
- 1 Sunbeam water cooler
- 1 Pennsylvania scales digital, Model 4500 50 LB
- 1 Hi-tech scales M2000 - 100 lbs
- 1 Kenmore range
- 1 Fly catcher
- 1 Hi-tech scales DF2000 100 lbs
- 1 Hi-tech scale M2000 100 lbs
- 26 Plastic chairs (blue)
- 23 Black vinyl chairs
- 3 6 ft table
- 1 8 ft table
- 1 Cork board

**CHANGE ROOM**

- 2 s/s boot racks
- 1 s/s sink

**LAUNDRY ROOM**

- 2 Kenmore washers
- 2 Kenmore dryers
- Quantity of rubber boots
- 1 1/2 Containers of detergent
- Quantity of garbage bags
- 11000 Blue bonnets
- Quantity of Scotch Brite scouring pads
- Quantity of garbage bags
- 1 Step stool
- 23 Cases of disposable gloves - misc sizes
- 1.1 Cases of 12 liters per case of cleaning roller
- Quantity of Rubber boots - white
- 1 case (1000) white bonnets
- Quantity of sanitizers and soaps
- 3 Large pants (Rain Pro)

- 2 Med pants (Rain Pro)
- 6 Small jackets (Rain Pro)
- 4 Med jackets (Rain Pro)
- 2 Ex-large jackets (Rain Pro)
- 11 Cases hand sanitizers
- 6 small pants (Rain Pro)
- 11 Cases of Go Jo Hand sanitizers ( 8-1 liter)
- 9 cases of soap (10-1 liters per case)
- 12 North RP 1500 Masks (50 per pk)
- Quantity of garbage bags
- Quantity of labels
- 2 Baader Scales digital 400 lbs.
- Fan - stand up
- 64 Cases of 5 lbs ice shrimp bags @ 900 per case (FPI)
- 21 Cases of 5 lbs Maritimer shrimp bags @ 800 per case (FPI)
- 2 Pallet jacks
- 12 Pallets @ 800 each of ice shrimp master boxes (FPI)
- 32 Pallet boxes bulk corrugated
- 4 Scotch brite scouring pads 100's
- 8 Cases White Swan toilet tissue
- 4 Cases M-Tork paper towels
- 4 Cases of Garbage bags (200 a case)
- 3 Cases of tape clear 48 MM 1372 meters long 6 per case
- 31 Cases hand dispenser tape 48 mm x 100 m (36 per case)
- 1 Fire extinguisher
- 37 Cases stretch flex 18" x 1500' (4 rolls per case)
- 1 Fly catcher

**PARTS ROOM**

- Quantity of misc. parts
- 1 Spare Steam Regulator for cooker

**COLD STORAGE LOADING DOCK**

- 1 Scissors lift - 25' - 750 lbs.
- Oxygen and Acetylene welding set complete with torch, hoses and gauges

**COLD STORAGE ROOM**

- Quantity of wooden pallets
- 95 Insulated wharf boxes - no covers
- 2 KT100 Boiler water treatment 210 liters each
- 4 Drums of spectrum cleaner 210 liters each
- 10 33 lbs propane tanks (2 empty)
- 1 100 lbs. propane tanks
- 3 Oxygen empty tanks
- 2 Acetylene empty tanks

- 7 Chlorine tanks (full)
- 2 Drum of Kentreat 410 boiler cleaner 210 liters
- 1 Pallet jack
- 1 Drill press
- Misc tools
- 1 Miller Welder c/w hoses & helmets
- 1 Aluminum step ladder 10'
- 1 Empty Ammonia cylinder 100 lb

### **PEELER ROOM**

- 4 Laitrum shrimp peelers - short
- 4 Maratek shrimp peelers - long
- 4 Maratek chillers
- s/s & aluminum cat walks & chutes
- 2 Fly catchers
- 1 Hi-pressure mobile power jet washer 7.0 HP
- Quantity of hoses and nozzles

### **ELECTRICAL ROOM**

- 2 Fire extinguishers
- 1 Dell computer operates infeed/batching system
- c/w keyboard & 17" monitor
- Misc tools
- 1 Plastic chair
- 1 stand fan
- 1 Miller Welder MAX Star 140 STRT
- 2 Drawer filing cabinet

### **PRODUCTION AREA**

- 2 Laitrum washers/cleaners
- 2 Maratek washers/cleaners
- 1 C & W air separator (Large)
- 2 Laitrum roller separators
- 1 3 X stall air separator large
- 1 Pulsar Optical sorter c/w in feed vibrating conveyer
- 1 3 X stall food pump
- 1 Maratek after peeler
- 2 Laitrum blowers (small)
- Misc. s/s aluminum sheets and
- walkways/steps and table
- 1 Fly catcher
- 2 10' inspection tables (Laitrum)
- Quantity of Misc. pans
- 1 Elevating conveyer
- 1 Dewatering shaker aero freeze
- 1 Aero freezer - flow freezer 4 fan

- 2 Tables s/s - hi-density poly
- 1 Carnitech glazer
- 1 Elevating conveyor
- 1 2 MA flow freezer Frigoscandia
- 1 water chiller for glazing
- 1 Carnitech 10 lb finished product grader
- 1 Elevated conveying system (C&W)
- 3 Bagging and weighing tables s/s hi density poly
- 1 Horizontal conveyor 15'
- 1 s/s lump tank
- 1 Sona computer c/w acer monitor & keyboard
- Misc. belts and buckets
- 1 Digi GP 1000 Digital seals
- 1 HP Vectra computer c/w 14" monitor, keyboard
- 8 s/s tables various sizes
- 1 s/s sink
- 1 EZ tape model BB-2
- 1 Loma IQ metal detector
- 1 S/s rack
- 6 Heat sealers
- Misc. supplies - labels/pens, pencils
- 5 lb shrimp bags etc. tape
- 1 Fire extinguisher

#### **BOILER ROOM**

- 1 Cleaver Brooks Boiler 250 HP  
Model #CBI200/250/150
- 1 Makeup tank and pump C0100059
- 1 40 HP Volcano boiler
- 1 60 HP Volcano boiler
- 1 Makeup tank for Volcano's
- Misc. tools

#### **ENGINEER'S ROOM**

- 1 4 drawer file cabinet
- 1 Single pedestal desk
- 3 Chairs
- 1 MSA gas mask
- 1 10 gal shop vac

#### **ENGINE ROOM**

- 1 Frick 500 HP compressor
- 1 Mycon 300 HP Compressor
- 1 FES 400 HP compressor
- 1 Vilter 125 HP compressor
- 1 Matheson Hi presser receiver CRN7331.0

- 1 100 lb propane tank (Partially used)
- Misc. tools
- 2 Drums tape A ref ridgator oil 45 gals
- 1 EL Nichol Co Low Pressure Receiver
- 2 Ammonia pumps 5 HP
- 1 Ammonia pumps 5 HP
- 2 Champion 10 HP air compressors
- 1 Champion 15 HP air compressor
- 2 Hi pressure wash down pumps 7.5 HP
- 2 Ultra air air dryer
- 1 Vilter 100 HP compressor
- 1 100 HP Simco compressor c/w 60 HP booster
- 1 Pentair water softener model 250
- 10 bags of salt
- 1 Dewatering drum
- 4 Aluminum ice chutes 16'
- 1 20' auger
- 2 Gould salt water pumps 20 HP & 25 HP
- Mastering Solution Optimal 180 17 pellets @ 2200 lb per pellet
- Sifto salt 90 bags @ 40 kgs each
- 2 1250 gal poly tanks
- 2 500 gal mixing tanks (poly)
- 1 10' ft step ladder
- 1 Platform scales - 2000 lbs
- Misc ice hoses & off loading buckets
- Misc. parts, pipes, etc.
- 2 Condensing units (unsure if working)
- Sifto salt 112 bags 2 kgs each

#### **HOLDING ROOM**

- 1 Slurry machine c/w ice hopper and delivery system
- 1 Inclined conveyer
- 1 Rock tank
- 1 Conveying and batching system c/w scales
- 1 Miller aluminum welder - Millermatic 210
- 1 Delta compressor 135 PSI c/w hoses & gauges
- 1 Caterpillar 50 foot lift (propane)
- 2 Water chlorination systems
- 2 Tanks of chlorine in use 100lbs

#### **OUTSIDE SUPERVISOR OFFICE**

- 1 Wooden table
- 1 s/s table
- 1 Acer F2 computer c/w Samsung sync masters 3 keyboard & monitor 14"
- 1 Chair
- 1 DF2000 100 LBS hi-tech scales

- Quantity of wharf boxes - not usable
- 1 Maratek hopper s/s
- 1 C&W incline conveyer
- 4 Laitrum cookers
- 4 Maratek cookers
- 1 Morel conveyer belt 60' approx.
- 1 Aluminum catwalks 60' approx
- 2 Fly catches

#### **STORAGE OFF ENGINE ROOM**

Misc belts, winches, oil filters & misc. parts

#### **ELECTRICAL ROOM**

Misc. fuses, brackets, connectors etc.

#### **PVC ROOM**

- Misc. fitting, black iron fittings,  
some s/s ABS fittings
- 2 Conveyer belts - 900 series flat top
- 1 Expansion tank for cold storage (old)

#### **OUTSIDE**

- 1500 ft of 10" hidensity poly salt water line
- 1 8 x 12 weighing shed (mobile on skids)
- 1 Truck offloading ramp (adjustable)
- 1 Aluminum barge

# **PARCEL D**

## **- FLEUR DE LYS**

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### **Location**

The Fleur De Lys facility is located in Newfoundland and Labrador on the northern tip of the Baie Verte Peninsula. This production plant includes various pieces of machinery and equipment; however, it does not have a processing license.

### **Description of Facilities**

The Fleur de Lys facility ceased operations approximately 7 – 8 years ago. The building is a concrete block/wood frame structure with a concrete foundation. It is a two storey building which has vinyl siding and a corrugated metal panel roof. The building has a footprint of approximately 12,600 square feet.

### **Equipment**

#### **PRODUCTION AREA 1**

- 1 Pallet wrangler 90 pallet jack
- 1 Blue Giat pallet jack
- 1 Mobile scales
- 1 Blanchard Mess Model GUD601L5  
3 Phase 575V
- 2 Blowers keeprite
- 1 Vandura 2500 GMC 1987
- Aluminum production line equipment/conveyor 20'

#### **PRODUCTION AREA 2**

- 1 S/s conveyor belt system 20'
- 3 Fiberglass splitting tables 7'
- 2 Pieces roller conveyor s/s 6'

#### **MAIN COLD STORAGE**

- 1 8' frame table aluminum
- 1 7' capelin table frame s/s
- 1 Fiberglass splitting table
- 1 12' aluminum frame table

Building 140 long x 90  
Concrete foundation, wood frame, vinyl siding  
corrugated metal roof



## **MAIN OFFICE**

- 1 Wooden double pedestal desk
- 1 2 drawer file cabinet
- 1 Plastic chair
- 2 First Aid Kits

## **LUNCH ROOM**

- 1 Wooden table
- 4 chairs
- 1 Mop bucket

## **BOX ROOM**

- 2 Pieces PVC piping
- 1 S/s double sink
- 8 Boxes/tubs electrical parts
- 4 Desks
- 3 4 drawer file cabinets
- 6 Office chairs
- 1 Water boiler
- 1 Cold storage light
- 1 3 complete aluminum sing 5'
- 1 Siemens dry take transformer DTA 0112
- 2 Weigh scales-Exact
- Misc. packaging material

## **ICE ROOM**

- Quantity of PVC piping
- 1 Aluminum work bench
- 1 Chemical tank

# ***PARCEL E*** ***- HARBOUR BRETON***

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## ***Location***

Harbour Breton is located on the Connaigre Peninsula on the south coast of Newfoundland and Labrador, approximately 250 km southwest of Gander. This facility is an ice plant.

Further information to follow.

# **PARCEL F - CHETICAMP**

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## **Location**

The Cheticamp facility is located in Cheticamp, Nova Scotia.

## **Description of Facilities**

The facility is a wood and concrete block structure, with asphalt shingles and concrete floor and foundation. There are also three wells on site.

## **Products**

The plant is primarily a crab section processing facility. In addition, the facilities accommodate and house equipment to process herring roe.

## **Throughput**

Recent production history indicates that the Cheticamp plant has the capacity to process the following quantities of finished product for sale:

| <b>Description</b> | <b>Quantity (lbs.)</b> |
|--------------------|------------------------|
| Crab sections      | 3.7-3.8 million        |
| Herring roe        | 200-240 thousand       |

## **Cold Storage**

Cheticamp's cold storage room has the capacity to store between 130,000 to 150,000 lbs of finished product.

## **Equipment**

Major crab processing equipment includes a high pressure grading table with blancher; 18 station butchering table; 4 stage grading table and return (36 x 2 stations), 900 series Diamond conveyor, auto 3 pass cooker and chiller, conveyor and scale systems, single stage brine, rinse and glaze tank, after freezer, tunnel freezer, packaging and strapping machinery and necessary conveyor and scale systems, and 2 plate freezers.

Set out below is a detailed listing of capital assets at the Cheticamp Facility:

## **MANAGER'S OFFICE**

2 Desks  
1 Desk chair  
4 Meeting Chairs  
1 Antec Computer Tower  
1 NEC Monitor  
1 Keyboard  
1 Phone

## **OFFICE #1**

1 Desk  
1 Desk Chair  
1 Phone  
1 Calculator

## **RECEPTION OFFICE**

1 Desk  
1 Desk Chair  
4 Drawer Filing Cabinet  
5 Shelf wall unit  
Brother HL-1440 Printer  
LG Computer Tower  
LG Monitor  
Phone  
Casio Calculator  
Dot Matrix Printer

## **KITCHEN/ADMIN AREA**

Photocopier (KM-1810)  
Admin Supplies (pens, paper, paper clips, etc)  
Citizen Microwave  
Sanyo Bar Fridge  
Coffee Maker/Tea Kettle  
Computer Tower with keyboard (unused, no monitor)

## **RECEPTION**

Small Desk  
Desk Chair  
HP LaserJet 1012 Printer  
Acer Tower Computer  
NEC Monitor  
Phone  
2 Drawer Filing Cabinet  
Water Cooler

### **UPSTAIRS STORAGE AREA**

Multiple (200+) Packages Styro-foam Trays  
11 boxes photocopy paper

### **LOWER STORAGE AREA #3**

2 Pallets Box Packaging Material  
1 Metal Detector

### **OUTSIDE FREEZER ROOM**

1 Raymond Power Lift-Jack  
2 Strapping Machines

### **CHEMICAL STORAGE ROOM**

3 White Barrels Ammonia  
38 Bottles Sodium Hydrochloride  
4 Cases Skin Cleaner

### **UNIFORM STORAGE ROOM**

1 Computer Monitor  
1 Label Maker  
8 Bags G17K Black Heavy Weight Gloves  
5 Bags Endeavour Aprons  
2 Bags Endeavour Sleeves  
1 Case Red Heavy Gloves  
2 Cases Black Best Gloves  
4 Cases Blue No-Name Gloves  
1 Case White Tack Smocks  
3 Cases Nitty-Gritty Gloves  
1 Case Blue Sleeves  
1 Bag of White Hair Nets

### **OUTSIDE CHEMICAL ROOM STORAGE**

13 Cases 1600 Paper Towel  
6 Boxes 5610 Paper Towel  
14 Cases 6" Green Scrub Pads  
Approximately 50 Boxes Color Labels  
4 Boxes White 21" Hairnets  
Miscellaneous Plastic & Labels  
12 Boxes Pallet Tape

Pump Room

5 Easy Clean Pumps

Outside Pump Room

6 Pallets Packing Material (Tape and Plastic Wrap)

#### **TOOL & DYE ROOM**

1 Drill Press

1 Grinder

1 4 Drawer File Cabinet

1 Microwave

1 Heavy Duty Vice

2 Welding Kits (3 Tanks)

1 Welding Kit Battery

Various supplies

#### **BOILER ROOM**

2 Cleaver and Brooks Model H Boilers

1 Old Strapping Machine

1 Standing Cabinet

1 Fire Extinguisher

#### **UPSTAIRS ATTIC**

2 Compressor Units

1 Air Exchanger

13 Cases Small Trays

3 Bundles Styro-foam Insulation

1 Pump

10-20 Boxes Filters/Tape

#### **UNDER STAIRS TO ATTIC**

8 Kilo Tech Scales

8 Accu-Weigh Scales

#### **ELECTRICAL ROOM**

6 Toledo Scales

2 Accu-Weigh Scales

Electrical Control Panel

## **PARKING LOT – FRONT BUILDING**

2 pallets of coarse salt

10 rolls box liners

53 wooden pallets

1 Trailer (non-functioning refrigeration unit), no serial number New Brunswick Plate TEA-646

Inventory in above trailer

1 Trailer (non functioning refrigeration unit), no serial number, New Brunswick plate TCW-434

Inventory in above trailer

Brigadier Short Bed Truck (non functioning) no serial number, Nova Scotia Plate 22704

Inventory inside above Short Bed Truck

5 Pallets of packaging materials

## **SMALL FENCED STORAGE**

72 New wooden pallets

39 Used wooden pallets

## **LARGE FENCED STORAGE**

Various used processing equipment and metal

7 White chemical storage barrels

3 pallets of coarse salt

16 pallets of medium fish trays (68 per pallet)

## **OUTSIDE LARGE FENCED STORAGE**

5 pallets tote boxes

5 pallets of medium trays

## **BACK OF LARGE FENCED STORAGE**

14 Fiberglass lobster holding tanks

## **BACK OF BUILDING (SEA SIDE) OUTSIDE**

3 Large grey fish boxes

5 68kg Chlorine cylinders

1 Enclosed Chlorine unit with 2 Chlorine cylinders

1 Storage Shed (3x7) with 4 medium tote boxes

1 Waste exit line

2 Large grey fish boxes

## **SIDE OF BUILDING – PARKING LOT SIDE**

18 Blue fish boxes  
2 Picnic tables  
10 New wooden pallets

## **QUALITY CONTROL ROOM**

1 CPU serial number TA23165040-R1-0855  
1 Monitor serial number 2201888TA  
1 Printer serial number 01230228397  
1 Keyboard  
1 Phone  
1 Bar Fridge  
3 Bankers boxes with quality control files  
1 Scanner serial number U2P513278  
1 Freezer Probe serial number 10184658  
1 Deck  
2 Chairs  
1 2 drawer cabinet  
1 4 drawer cabinet  
5 Environmental sample kits  
2 Salt refractors

## **EMPLOYEE LUNCH ROOM**

1 Fridge  
4 Microwave ovens  
5 Lunch Tables with benches  
1 Water cooler serial number 20041703081

## **DRY PACK ROOM**

1 Scale on Table – scale serial number B013212  
1 Freezer Tunnel serial number AD418615  
400 Medium sized trays (berry pans)  
1 Japanese crab production line  
1 Shrink wrap machine – serial number A205C3E14785  
1720 Two pounder trays  
1 Pan return machine  
4 Stainless steel stands  
1 Glazing tank  
1 Grouping of wall fixtures  
1 Control Unit for After Freezer serial number P050907  
80 Packing Boxes  
1 Strapping Machine serial number 19225  
1 Liftrite Dolly 5500lbs capacity



## **CONTROL ROOM**

- 2 Small desks
- 3 Chairs

## **AFTER FREEZER ROOM**

- 1 After freezer

## **BUTCHERING AND RECEIVING AREA**

- 1 Blancher
- 600 Regular size fish totes
- 50 Medium trays
- 8 Batch cookers
- 1 Air hoist
- 1 Water cooler
- 2 Scales serial numbers 02897 and 33287
- 1 Butchering table
- 1 Hockey stick belt
- 2 Electrical converters

## **PACKLINE ASSEMBLY ROOM**

- 1 Packline Assembly machine
- 300 Regular sized fish totes
- 2 Electrical converters
- 1 Packerline transportation belt

## **COOKING AREA**

- 1 Large three stage cooker with chiller
- 1 Temperature gauge
- 1 Computer controller power box
- 5 Stainless steel tables
- 1 weighing area with scales (2) serial numbers E019010063 and 015720
- After freezer end line serial number 24339

## **BRINE ROOM**

- 1 Brine unit
- 1 Plate freezer
- 3 pallets of coarse salt
- 1 Automatic Glazing Tank
- 1 Computer controlled power unit

## **POWER PLANT ROOM**

1 Power Unit serial number 143771  
1 4 shelve unit with parts  
2 Emergency air supply units  
1 Pump serial number 3083  
1 Power plant control unit

## **VEHICLES**

1998 Chev 4GC1 Truck Green vin 1GCEC14W1WZ232578  
1998 Chev 1500 Black vin 1GCEC14M1WZ198964

## **OTHER MISCELLANEOUS**

Freezer and Refrigeration Unit  
Green Mitsubishi Diesel Forklift  
LEM Loading Ramp - Quality Loading Equipment, no serial number  
Flat Bed Trailer – License plate Nova Scotia 4-67-73  
Trailer (refrigerator unit) serial number 1UYV62485PM861707 Plate number 4-54-33  
63 wooden pallets  
1 Stainless Steel Stand  
Inventory in trailer serial number 1UYV62485PM861707  
700 Medium size tote boxes  
1 Garage door  
2 pumps (1 used and 1 new) serial number for new HT030504P  
1 3 phase induction motor serial number 000205955

# **PARCEL G**

## **- MARIE JOSEPH**

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### **Location**

Marie Joseph is located on the southern portion of Nova Scotia, in the region of Guysborough. This facility is a buying station.

### **Description of Facilities**

This facility has a small office and storage building, several small storage sheds and two large storage buildings located adjacent to a government wharf that is presently used to hold bait and lobster. Marie Joseph's ice making facility is also on-site; however, this facility is currently not in use.

### **Equipment**

#### **OFFICE AND STORAGE BUILDING**

- 1 Brother Intellifax 77S
- 1 HP 610 digital copier
- 1 HP Laserjet 1012
- 2 Desks
- 2 Chairs
- 2 Abco scales
- 1 Fairbanks scale
- 1 Pallet jack
- Assortment of benches and wooden tables
- 1 Microwave
- 1 Coffee machine
- 2 Wooden bunk beds
- 1 Couch
- 1 Cart table

#### **BACK STORAGE BUILDING**

- 2 Toyota forklift trucks, S/N not available

#### **HOLDING AREA BUILDING**

Quantity of small totes

#### **STORAGE BUILDING**

- 1 Bobcat loader, S/N not available
- 1 Fuel tank, capacity 4,540 litres diesel, 2,270 litres gasoline
- 2 Fuel pumps

## ***PARCEL H - ST. PAUL'S***

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### ***Location***

The St. Paul is located in Quebec, approximately 300 km northeast of Montreal. This is a processing facility with various pieces of machinery and equipment.

Further details to follow.

## ***PARCEL I*** ***- TRADE NAME***

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The Companies operated under the following brand names:

- Sea Treat Limited

Details concerning rights to other brand names and intangible assets, if any, to follow

## **PARCEL J**

### **- FISHER RECEIVABLES**

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There are 350 fishers included in the Fisher Accounts Receivable, which total approximately \$4.4 million. The aging of these accounts is set out below.

| <b>SEA TREAT LIMITED</b>          |                     |                     |                  |              |
|-----------------------------------|---------------------|---------------------|------------------|--------------|
| <b>FISHER ACCOUNTS RECEIVABLE</b> |                     |                     |                  |              |
| <b>(IN \$000'S)</b>               |                     |                     |                  |              |
| <b>1 – 30 days</b>                | <b>31 – 60 days</b> | <b>61 – 90 days</b> | <b>90 days +</b> | <b>Total</b> |
| \$221                             | \$4                 | \$8                 | \$4,188          | \$4,421      |

Two accounts are greater than \$500,000; three accounts are greater than \$250,000; and five accounts are greater than \$100,000. These ten accounts total approximately \$2.5 million or 57% of total Fisher Accounts Receivable.

## ***V. TERMS & CONDITIONS OF SALE***

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1. The Receiver will consider binding offers (together with a non-refundable deposit of 5% of the total purchase price) to purchase the Receiver's right, title, and interest, if any, in all or some of the assets of the Companies. Such binding offers must be in a sealed envelope marked "**OFFER RE: SEA TREAT LIMITED AND RELATED COMPANIES**"

All binding offers must be received by the Receiver at the following address by **5:00 pm (Newfoundland time), June 12, 2006:**

**Attention : Gord Halley**  
Deloitte & Touche Inc.  
Fort William Building  
10 Factory Lane  
St. John's, NL A1C 6H5  
Canada

Telephone: (709) 758-5213  
Facsimile: (709) 576-8460

2. Binding offers will only be accepted on the basis that the party submitting the offer has inspected the assets described in each Parcel and examined and satisfied itself as to the title thereto and that no representation, warranty, term, condition, understanding or collateral agreement, statutory or otherwise, is expressed or can be implied, with respect to title, merchantability, condition, description, fitness for purpose, country of origin, quality, quantity or any other thing, affecting any of the assets or in respect of any other matter or thing whatsoever except as expressly stated herein. Without limiting the foregoing, each party submitting a binding offer acknowledges and agrees that each Parcel is specifically offered on an "as is where is" basis as each Parcel will exist on the Closing Date and no adjustment shall be allowed to either the Receiver or a Purchaser for changes in condition or quantities of the assets from the date hereof and that the sale, transfer and assignment of the Receiver's right, title and interest, if any, in and to the assets is subject to the terms of any license, patent or any other agreement comprising or relating to such assets, including, without limitation, (1) any consents of any licensor or any other party, (ii) any restrictions on disclosure or assignability, and (iii) any provisions relating to confidentiality and rights of first refusal for the benefit of any other party to such license, patent or any other agreement. The Purchaser acknowledges that it will be responsible for making its own arrangements with any

licensors of assets or other parties required to operate or related to any of the assets. Each party submitting a binding offer acknowledges that the Receiver is not required to inspect or count, or provide any inspection or counting, of the assets or any part thereof and such party shall be deemed, at its own expense, to have relied entirely on its own judgement, inspection and investigation. It shall be the sole responsibility of a Purchaser to obtain, at its own expense, any consents to the transfer of the purchased assets and any further documents or assurances which are necessary or desirable in the circumstances. Purchasers are cautioned that the Receiver has not attempted to verify the country of origin of any of the inventory, raw materials or other assets and should make their own determinations of any capability to export such inventory, materials or other assets. The Receiver shall not be liable for any incorrect description, defect or condition of any of the assets, and each person submitting a proposal shall make no claim against the Receiver or any of its directors, officers or employees in connection with the proposal for the purchase of any of the parcels.

3. Documentation relating to the various Parcels may be obtained from the Receiver at the aforementioned address. Such documentation has been prepared or collected solely for the convenience of prospective purchasers and is not warranted to be complete or accurate and is not part of these Terms and Conditions of Sale.
4. The Parcels will be available for inspection at such time as may be arranged with the Receiver by contacting **Gord Halley** at **(709) 758-5213**.
5. All binding offers must be in the form of the enclosed "Binding Offer Form" (see Exhibit C), signed by a duly authorized officer of the entity making the proposal.
6. All binding offers must be accompanied by a bank draft or certified cheque payable to "DELOITTE & TOUCHE INC., in its capacity as Interim Receiver of Sea Treat Limited and certain related companies-in Trust" (the "Deposit") in an amount equal to not less than 5% of the gross purchase price offered for the assets. If the offer is accepted by the Receiver and the transaction as contemplated is not completed as a result of default by the Purchaser, then the Deposit shall be forfeited to the Receiver as liquidated damages and not as a penalty. The Deposit is to be credited on account of the purchase price on closing.



7. The highest or any binding offer for all or any of the assets will not necessarily be accepted. The acceptance of any binding offer is at the Receiver's sole and absolute discretion. No person shall retract, withdraw or countermand a binding offer before notification of acceptance or rejection of the offer by the Receiver.
8. The Receiver reserves the right to amend or terminate the Sale Process at any time.
9. Any binding offer which includes certain plant machinery, equipment or other asset which is subject to a lease will be subject to the approval of the lessor.
10. If any binding offer is accepted by the Receiver, the Receiver will notify the Purchaser of such acceptance on or before June 14, 2006 by notice in writing either delivered or by prepaid registered mail addressed to the Purchaser at the address set forth in his offer, such notice to be deemed effectively given and received when deposited in the post office or when delivered as the case may be.
11. Acceptance of any binding offer may be subject, in the sole and absolute discretion of the Receiver, to the Receiver and the Purchaser entering into an Agreement of Purchase and Sale on terms and in a form acceptable to the Receiver.
12. Unless, at the time of acceptance, the Receiver notifies the prospective Purchaser that acceptance of the binding offer is subject to the Receiver and Purchaser entering into an Agreement of Purchase and Sale on terms and in a form acceptable to the Receiver, a binding offer and the acceptance thereof in accordance with paragraph 10 above, together with these Terms and Conditions of Sale, which shall be deemed to form part of each binding offer, shall constitute a valid and binding Agreement of Purchase and Sale between the party submitting the binding offer and the Receiver with respect to the Parcels identified in the accepted offer, and such agreement shall not be amended without the written consent of the Receiver.
13. It is agreed and understood that the Receiver must obtain the approval of the Supreme Court of Newfoundland and Labrador for all individual sales transactions exceeding \$100,000 and title of any/all purchased assets individually or in aggregate in excess of this amount shall be by way of a vesting order.

14. All Deposits in respect of binding offers not accepted by the Receiver shall be returned to the party by prepaid registered mail, addressed to the party at the address set forth in its binding offer on or before June 19, 2006, without interest thereon.
15. The balance of the purchase price, together with any taxes referred to below, shall be paid by cash or certified cheque payable to the Receiver on or before June 23, 2006 (the "Closing Date"). The closing shall take place at the office of the Receiver as follows:

Fort William Building  
10 Factory Lane  
St. John's, NL A1C 6H5

16. Each Purchaser will pay to the Receiver on the Closing Date, in addition to the balance of the Purchase Price, any and all federal, provincial and other sales, goods and services, and other taxes whatsoever which are payable in connection with the purchase and conveyance of the assets herein, together with all duties, registration fees or other charges properly payable or exigible upon or in connection with the conveyance or transfer of the Parcels, or will provide the Receiver with appropriate exemption certificates in form and substance satisfactory to the Receiver in respect of such taxes. The Purchaser will indemnify and hold the Receiver and the Companies harmless in respect of any taxes, penalties, interest and other amounts which may be assessed against the Receiver or the Companies under the *Excise Tax Act* (Canada), the *Retail Sales Tax Act R.S.N.L. 1990 R-15*, as amended, or any comparable law as a result of the sale of the Parcels or as a result of the failure by the Purchaser to pay all the aforementioned taxes exigible in connection with the transactions contemplated by this Agreement, whether arising from re-assessment or otherwise.
17. The Receiver shall not be required to furnish or produce any abstract, survey, deed, declaration or other document or evidence of title except as such are in its possession.
18. Prior to any closing all assets shall be and remain in the possession of and at the risk of the Receiver, who will hold all policies of insurance effected thereon and the proceeds thereof in trust for the Receiver and each Purchaser as their respective interests may appear. After closing, the

purchased property shall be at the risk of the Purchaser. In the event of substantial damage to any assets occurring on or before closing the Purchaser may either take an assignment of the proceeds of the insurance related thereto and complete the purchase or may terminate the purchase and have all monies theretofore paid, returned without interest, costs or compensation of any kind whatsoever. Where any damage is not substantial, the Purchaser shall be obligated to complete the purchase and shall be entitled to the proceeds of insurance referable to such damage, but not to any other costs or compensation whatsoever.

19. If a sale is not completed because of the Purchaser's default, the Purchaser's Deposit and all other payments made in connection with the Purchase Price shall be retained by the Receiver and such Parcel(s) may be resold by the Receiver and the Purchaser shall pay to the Receiver (i) an amount equal to the amount, if any, by which the Purchase Price exceeds the net purchase price received by the Receiver pursuant to such resale, and (ii) an amount equal to all costs and expenses incurred by the Receiver in respect of or occasioned by the Purchaser's failure to complete the purchase.
  
20. It shall be a condition precedent to the Purchaser and the Receiver's obligations to complete any sale:
  - (a) none of the Parcels which are the subject of the Agreement of Purchase and Sale is removed from the possession of the Receiver by any means or process or is redeemed by any party; or
  - (b) there is no order of a court of competent jurisdiction enjoining the Receiver from proceeding with the sale.

In each of the above cases, the sole obligation of the Receiver is to return the Deposit to the Purchaser without interest or deduction.

21. The submission of a binding offer to the Receiver shall constitute an acknowledgment that the prospective purchaser has reviewed, understood, acknowledged and agreed to the terms of the accompanying "Notice to Reader", as well as these "Terms and Conditions of Sale".

22. Each prospective Purchaser acknowledges that DELOITTE & TOUCHE INC. is acting solely in its capacity as Interim Receiver of Sea Treat Limited and certain related companies, and as such, its liabilities hereunder or under any other arrangement or agreement contemplated hereby, or as a result of any sale contemplated hereby, will be in its capacity as Interim Receiver and it shall have no personal or corporate liability of any kind, whether in contract or in tort.
23. The validity and interpretation of any Agreement of Purchase and Sale shall be governed by the laws of Newfoundland and Labrador, and such agreement shall enure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, successors or assigns as the case may be.
24. The terms and conditions contained herein shall not merge on the closing of the transaction contemplated by any Agreement of Purchase and Sale but shall survive such closing and remain in full force and effect and be binding on each Purchaser thereafter.
25. Time is of the essence in any Agreement of Purchase and Sale.

Dated at St. John's, Newfoundland, this 26<sup>th</sup> day of May, 2006.

**DELOITTE & TOUCHE INC.**  
in its capacity as Interim Receiver of  
SEA TREAT LIMITED AND  
CERTAIN RELATED COMPANIES  
and not in its personal capacity

## ***I. EXHIBITS***

---

# **EXHIBIT A: STATEMENTS OF OPERATIONS AND PLANT CONTRIBUTION**

| <b>SEA TREAT LIMITED</b>                                      |             |             |
|---|-------------|-------------|
| <b>CONSOLIDATED STATEMENT OF INCOME AND RETAINED EARNINGS</b> |             |             |
| <b>YEAR ENDED DECEMBER 31, 2005</b>                           |             |             |
| <b>(UNAUDITED)</b>  |             |             |
| <b>(IN \$000's)</b>   |             |             |
|   | <b>2005</b> | <b>2004</b> |
| Sales   | 74,326      | 108,017     |
| Production costs  | 68,507      | 93,450      |
| Gross profit  | 5,819       | 14,567      |
| Other expenses  |             |             |
| Selling   | 5,003       | 5,403       |
| Administration  | 5,937       | 6,054       |
|   | 10,940      | 11,457      |
| Earnings before the following                                 | (5,121)     | 3,110       |
| Other income  | -           | 497         |
| EBITDA  | (5,121)     | 3,607       |
| Depreciation  | 1,806       | 2,295       |
| Earnings before interest                                      | (6,927)     | 1,312       |
| Interest on long term-debt                                    | 1,200       | 1,094       |
| Foreign Exchange Derivative Gain                              | -           | (953)       |
| Earnings before income taxes                                  | (8,127)     | 1,171       |
| Income tax expense (recovery)                                 | 2           | 196         |
| Net income  | (8,129)     | 975         |

| <b>SEA TREAT LIMITED</b>  |             |             |             |             |             |                        |
|---------------------------|-------------|-------------|-------------|-------------|-------------|------------------------|
| <b>PLANT CONTRIBUTION</b> |             |             |             |             |             |                        |
| <b>(UNAUDITED)</b>        |             |             |             |             |             |                        |
| <b>(IN \$000's)</b>       |             |             |             |             |             |                        |
| <b>Location</b>           | <b>2000</b> | <b>2001</b> | <b>2002</b> | <b>2003</b> | <b>2004</b> | <b>31-Oct<br/>2005</b> |
| Port de Grave             | 8,419       | 3,907       | 3,390       | 4,569       | 4,217       | 619                    |
| Cheti Camp                | -           | 2,931       | 1,643       | 831         | 1,151       | (511)                  |
| St. Joesphs               | 35          | 125         | (544)       | 90          | (266)       | 173                    |
| Anchor Point              | 1,250       | 1,293       | 2,789       | 1,088       | 776         | 1,003                  |
|                           | 9,704       | 8,256       | 7,278       | 6,578       | 5,878       | 1,284                  |

**Disclaimer:** This information has been obtained from the Companies and Deloitte has taken no steps to audit or verify the financial data contained in this exhibit. The reader can place no reliance on the veracity of this data.

## **EXHIBIT B: BALANCE SHEETS**

| <b>SEA TREAT LIMITED</b>                            |                |               |
|---|----------------|---------------|
| <b>CONSOLIDATED BALANCE SHEET</b>                   |                |               |
| <b>AS AT DECEMBER 31, 2004 AND 2005</b>             |                |               |
| <b>UNAUDITED</b>                                    |                |               |
| <b>(IN \$000'S)</b>                                 |                |               |
|   | <b>2005</b>    | <b>2004</b>   |
| <b>ASSETS</b>                                       |                |               |
| <b>Current</b>                                      |                |               |
| Cash  | 220            | 119           |
| Receivables   | 8,446          | 4,021         |
| Current portion of long term receivables            | 300            | 700           |
| Current portion of loans to fishers                 | 989            | 1,736         |
| Inventory   | 8,388          | 4,199         |
| Prepaid expenses and deposits                       | 438            | 508           |
|   | <u>18,781</u>  | <u>11,284</u> |
| Long term receivables                               | 550            | 550           |
| Loans to fishers                                    | 1,348          | 1,846         |
| Due from related companies                          | 4,618          | 4,472         |
| Licenses  | 61             | 67            |
| Capital assets                                      | 11,968         | 12,302        |
| Assets under capital leases                         | 463            | 517           |
|   | <u>37,789</u>  | <u>31,038</u> |
| <b>LIABILITIES</b>                                  |                |               |
| <b>Current</b>                                      |                |               |
| Bank indebtedness                                   | 14,131         | 770           |
| Payables and accrued liabilities                    | 4,165          | 3,384         |
| Income tax payable                                  | 23             | (1,347)       |
| Current portion of long term debt                   | 6,762          | 10,087        |
| Current portion of obligations under capital leases | 48             | 48            |
|   | <u>25,129</u>  | <u>12,942</u> |
| Long term debt                                      | 17,129         | 14,056        |
| Long term-related parties                           | 1,475          | 1,475         |
| Obligations under capital leases                    | 258            | 258           |
|   | <u>43,991</u>  | <u>28,731</u> |
| <b>SHAREHOLDERS' EQUITY</b>                         |                |               |
| Share capital                                       | 885            | 885           |
| Retained earnings                                   | (7,087)        | 1,422         |
|   | <u>(6,202)</u> | <u>2,307</u>  |
|   | <u>37,789</u>  | <u>31,038</u> |

**Disclaimer:** This information has been obtained from the Companies and Deloitte has taken no steps to audit or verify the financial data contained in this exhibit. The reader can place no reliance on the veracity of this data.

# **EXHIBIT C: BINDING OFFER FORM**

---

To: Deloitte & Touche Inc. solely in its capacity as Interim Receiver of  
SEAT TREAT LIMITED AND CERTAIN RELATED COMPANIES  
FORT WILLIAM BUILDING  
10 FACTORY LANE  
ST. JOHN'S, NL AIC 6H5  
Attention: Gord Halley

1. \_\_\_\_\_  
(Name of Party issuing Offer)

2. \_\_\_\_\_  
(Address of Party)

3. \_\_\_\_\_  
(Person to be contacted) (Fax number)

4. \_\_\_\_\_  
(Email address)

5. The total amount hereby offered is \$ \_\_\_\_\_

6. The amount offered for each Parcel is as follows:

| Parcel | Description            | Amount Offered |
|--------|------------------------|----------------|
| A      | Port De Grave Facility | \$ _____       |
| B      | St. Joseph's Facility  | \$ _____       |
| C      | Anchor Point           | \$ _____       |
| D      | Fleur De Lys           | \$ _____       |
| E      | Harbour Breton         | \$ _____       |
| F      | Cheticamp              | \$ _____       |
| G      | Marie Joseph           | \$ _____       |
| H      | St. Paul's             | \$ _____       |
| I      | Trade Names            | \$ _____       |
| J      | Fisher Receivables     | \$ _____       |



7. The offer must be considered as an *en bloc* offer

Yes \_\_\_\_\_

No \_\_\_\_\_

8. This binding offer is submitted pursuant to the Terms and Conditions of Sale prepared by Deloitte & Touche Inc., in its capacity as Interim Receiver of Sea Treat Limited and certain related companies dated May 26, 2006.

9. Attached hereto is a cheque in the amount of \$\_\_\_\_\_ representing the Deposit per paragraph 6 of the Terms and Conditions of Sale contained in the Information Package dated May 26, 2006.

10. \_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signing Officer

\_\_\_\_\_  
Title

GLOBE & MAIL

**Invitations for Offers  
to Purchase Assets of  
Sea Treat Limited and  
certain related companies**

Deloitte & Touche Inc. in its capacity as Interim Receiver (the "Receiver") of Sea Treat Limited and certain related companies (the "Companies"), invites offers for the purchase of the Receiver's right, title and interest, if any, to the business and/or assets of the Companies.

The Companies were a multi-species processor of fresh, frozen and salted seafood products such as shrimp, crab, pelagics and various groundfish. The Companies operated their business from various premises in the Provinces of Newfoundland and Labrador, Nova Scotia, and Quebec.

The Receiver's preference is for potential purchasers with a turnkey interest in all or substantially all of the operating assets of the Companies. The Receiver will also consider offers for individual parcels of assets. Information regarding the business and assets for sale is available upon request. Appointments for the viewing of assets will be entertained until 5:00 p.m. June 9, 2006. The Receiver must receive all binding offers no later than 5:00 p.m. June 12, 2006 at the address noted below. The Receiver reserves the right to enter into a sale of any or all of the Companies' assets at any time, including and prior to June 12, 2006. The highest or any offer may not necessarily be accepted.

For further information please contact Gordon Halley, at the office of the Receiver:

**DELOITTE & TOUCHE INC.**  
10 Factory Lane,  
St. John's, NL  
A1C 6H5  
Attention: Gordon Halley  
Telephone: (709) 758-5213  
Fax: (709) 758 - 5238  
E-mail: ghalley@deloitte.ca

*THE TELEGRAM***DRAFT****Invitations for Offers to Purchase Assets of  
Sea Treat Limited and certain related companies**

Deloitte & Touche Inc. in its capacity as Interim Receiver (the "Receiver") of Sea Treat Limited and certain related companies (the "Companies"), invites offers for the purchase of the Receiver's right, title and interest, if any, to the business and/ or assets of the Companies.

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Fax: (709) 758 - 5238

E-mail: ghalley@deloitte.ca

*Chronicle Herald*

**Invitations for Offers to  
Purchase Assets of Sea Treat Limited  
and certain related companies**

Deloitte & Touche Inc. in its capacity as Interim Receiver (the "Receiver") of Sea Treat Limited and certain related companies (the "Companies"), invites offers for the purchase of the Receiver's right, title and interest, if any, to the business and/or assets of the Companies.

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For further information please contact Gordon Halley, at the office of the Receiver:

**Deloitte.**

**DELOITTE & TOUCHE INC.**  
10 Factory Lane,  
St. John's, NL  
A1C 6H5  
Attention: Gordon Halley  
Telephone: (709) 758-5213  
Fax: (709) 758-5238  
E-mail: ghalley@deloitte.ca

SEATREAT et al.  
 SUMMARY OF TENDER OFFERS RECEIVED, JUNE 12, 2006

---

| <u>Bidder Name</u>            | <u>Amount Offered</u> | <u>Parcel</u>         | <u>Deposit</u> | <u>Conditions</u>  |
|-------------------------------|-----------------------|-----------------------|----------------|--|
| Barry Group                   | \$ 7,500,000          | All Parcels - En Bloc | \$ 375,000     | Subject to obtaining licenses and permits for facilities<br>Subject to obtaining financing on terms acceptable to bidder |
| Clem Fleet                    | \$ 126,000            | G - Marie Joseph      | \$ 6,300       | none   |
| Northeast Coast Sealers Co-Op | \$ 156,100            | D - Fleur De Lys      | \$ 7,805       | none   |
| Seawater Products Inc         | \$ 80,500             | D - Fleur De Lys      | \$ 4,025       | none   |
| A & L Seafoods                | \$ 605,000            | F - Cheticamp         | \$ 30,250      | none   |
| Shannon Lewis                 | \$ 112,000            | D - Fleur De Lys      | \$ 5,600       | none   |

EXHIBIT "I"

## *EXHIBIT C: BINDING OFFER FORM*

---

To: Deloitte & Touche Inc. solely in its capacity as Interim Receiver of  
SEAT TREAT LIMITED AND CERTAIN RELATED COMPANIES  
FORT WILLIAM BUILDING  
10 FACTORY LANE  
ST. JOHN'S, NL A1C 6H5  
Attention: Gord Halley

1. BARRY GROUP INC.  
(Name of Party issuing Offer)

2. 415 Griffin Drive, Corner Brook, NL  
(Address of Party)

3. Bill Barry 709-640-1219 709-639-1775  
(Person to be contacted) (Fax number)

billbarry@mobility.blackberry.net and adodd@barrysgroupinc.com  
(Email address)

4. The total amount hereby offered is \$ 7,500,000 (\$7.5 Million)
5. The amount offered is **SUBJECT** to licenses and permits required to operate the listed facilities being issued by regulatory agencies.
6. This offer is **SUBJECT** to BARRY GROUP INC obtaining financing on terms acceptable to Barry Group.
7. The amount offered is for **ALL** the Parcels listed below:

| Parcel | Description            |          |
|--------|------------------------|----------|
| A      | Port De Grave Facility | \$ _____ |
| B      | St. Joseph's Facility  | \$ _____ |
| C      | Anchor Point           | \$ _____ |
| D      | Fleur De Lys           | \$ _____ |
| E      | Harbour Breton         | \$ _____ |
| F      | Cheticamp              | \$ _____ |
| G      | Marie Joseph           | \$ _____ |

EXHIBIT "K"

District of Newfoundland & Labrador  
 Division No. 01  
 Court No. NF 13515  
 Estate No.

IN THE MATTER OF THE INTERIM RECEIVERSHIP OF THE PROPERTY OF  
 SEA TREAT LIMITED AND CERTAIN RELATED COMPANIES  
 INTERIM RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS  
 Interim

Receipts

|    |                            |            |            |
|----|----------------------------|------------|------------|
| 1. | Realization of assets      |            |            |
|    | Accounts receivable        | 3,972.92   | 3,972.92   |
| 2. | Realization of assets      |            |            |
|    | Sale of inventory          | 45,963.60  |            |
|    | Sale of motor vehicle      | 14,000.00  | 59,963.60  |
| 3. | Miscellaneous              |            |            |
|    | G.S.T. collected           | 2,100.00   |            |
|    | Foreign exchange contracts | 450,304.82 | 452,404.82 |
|    |                            |            | 452,404.82 |
|    | Total Receipts             |            | 516,341.34 |

Disbursements

|    |                            |            |              |
|----|----------------------------|------------|--------------|
| 1. | Other advertising          |            |              |
|    | Advertising                | \$4,945.60 | 4,945.60     |
| 2. | Stocktaking and possession |            |              |
|    | Security                   | 1,101.00   | 1,101.00     |
| 3. | Miscellaneous              |            |              |
|    | Bank charges               | 22.00      |              |
|    | Rent                       | 2,733.65   |              |
|    | Other                      | 1,251.77   |              |
|    | Casual labour              | 15,704.04  |              |
|    | G.S.T. paid                | 1,124.18   |              |
|    | Insurance                  | 255,908.35 | 276,743.99   |
|    |                            |            | 276,743.99   |
|    | Total Disbursements        |            | \$282,790.59 |

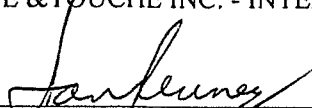
Amount Available for Distribution \$233,550.75

Amount Retained by Interim Receiver 233,550.75

\$233,550.75

Date: June 19, 2006

DELOITTE & TOUCHE INC. - INTERIM RECEIVER

  
 \_\_\_\_\_  
 Per: IAN PENNEY, CA, CIRP

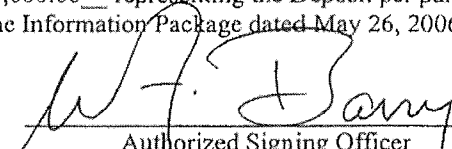
H St. Paul's \$ \_\_\_\_\_  
I Trade Names \$ \_\_\_\_\_  
J Fisher Receivables \$ \_\_\_\_\_

8. The offer must be considered as an en bloc offer  
Yes  (X) \_\_\_\_\_  
No \_\_\_\_\_

9. This binding offer is submitted pursuant to the Terms and Conditions of Sale prepared by Deloitte & Touche Inc., in its capacity as Interim Receiver of Sea Treat Limited and certain related companies dated May 26, 2006.

10. Attached hereto is a cheque in the amount of \$ 375,000.00 representing the Deposit per paragraph 6 of the Terms and Conditions of Sale contained in the Information Package dated May 26, 2006.

11. June 12, 2006  
Date

  
\_\_\_\_\_  
Authorized Signing Officer  
  
\_\_\_\_\_  
President  
Title



# **EXHIBIT C: BINDING OFFER FORM**

To: Deloitte & Touche Inc. solely in its capacity as Interim Receiver of  
SEAT TREAT LIMITED AND CERTAIN RELATED COMPANIES  
FORT WILLIAM BUILDING  
10 FACTORY LANE  
ST. JOHN'S, NL A1C 6H5  
Attention: Gord Halley

1. 54040 Newfoundland and Labrador Inc.  
(Name of Party issuing Offer)

2. 415 Griffin Drive, Corner Brook, NL  
(Address of Party)

3. Bill Barry 709-640-1219 709-639-1775  
(Person to be contacted) (Fax number)

billbarr@mobility.blackberry.net and adodd@ibarrygroupinc.com  
(Email address)

4. The total amount hereby offered is \$ 7,500,000 (\$7.5 Million).

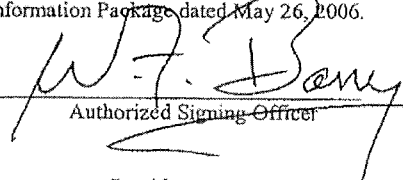
5. The amount offered is for ALL the Parcels price allocation is per attached.

6. The offer must be considered as an en bloc offer  
Yes  (X)  
No

7. This binding offer is submitted pursuant to the Terms and Conditions of Sale prepared by Deloitte & Touche Inc., in its capacity as Interim Receiver of Sea Treat Limited and certain related companies dated May 26, 2006.

8. Attached hereto is a cheque in the amount of \$ 375,000.00 representing the Deposit per paragraph 6 of the Terms and Conditions of Sale contained in the Information Package dated May 26, 2006.

9. June 12, 2006  
Date

  
\_\_\_\_\_  
Authorized Signing Officer  
  
\_\_\_\_\_  
President  
Title

**SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
IN BANKRUPTCY AND INSOLVENCY**

THE BANK OF NOVA SCOTIA

**APPLICANT**

**And**

|                                  |                 |
|----------------------------------|-----------------|
| Sea Treat Limited                | Court No. 13515 |
| Daley Brothers Limited           | Court No. 13516 |
| D.B.L. Fishing Company Limited   | Court No. 13517 |
| 10561 Newfoundland Limited       | Court No. 13518 |
| 10563 Newfoundland Limited       | Court No. 13519 |
| Kegaska Seafoods Limited         | Court No. 13520 |
| Missing Link Limited             | Court No. 13521 |
| Grand Banker Enterprise Ltd.     | Court No. 13522 |
| Anchor Shellfish Inc.            | Court No. 13523 |
| Viking Sea Products Ltd.         | Court No. 13524 |
| Vair Holdings Limited            | Court No. 13525 |
| St. Paul Seafoods Ltd.           | Court No. 13526 |
| CB Seafoods Limited              | Court No. 13527 |
| Howard Turner and Sons Limited   | Court No. 13528 |
| 513087 N.B. Inc.                 | Court No. 13529 |
| Le Fruits De Mer Shippagan Ltee  | Court No. 13530 |
| Cheticamp Packers (1991) Limited | Court No. 13531 |
| La Digue Fisheries Limited       | Court No. 13532 |

**RESPONDENTS**

**SECOND REPORT OF DELOITTE & TOUCHE INC.**

**INTERIM RECEIVER**

**JANUARY 19, 2007**

## 1. INTRODUCTION

On May 5, 2006, the Bank of Nova Scotia (the "Bank") issued demand notices to Sea Treat Limited ("STL") and to a number of related companies, all of which had guaranteed payment of STL's loans to the Bank. The following is a listing of the companies that also received demand notices on May 5, 2006.

|   |   |
|---|---|
| Daley Brothers Limited<br>D.B.L. Fishing Company Limited<br>10561 Newfoundland Limited<br>10563 Newfoundland Limited<br>Kegaska Seafoods Limited<br>Missing Link Limited<br>Grand Banker Enterprise Ltd.<br>Anchor Shellfish Inc. | Viking Sea Products Ltd.<br>Vair Holdings Limited<br>St. Paul Seafoods Ltd.<br>CB Seafoods Limited<br>Howard Turner and Sons Limited<br>513087 N.B. Inc.<br>Le Fruits De Mer Shippagan Ltee<br>Cheticamp Packers (1991) Limited<br>La Digue Fisheries Limited |
|---|---|

STL and the above noted corporate guarantors (the "Corporate Guarantors") are collectively referred to herein as the "Debtors".

As a result of STL's deteriorating financial position and in order to protect its security interests, on May 18, 2006 the Bank applied for an order pursuant to Section 47(1) of the Bankruptcy and Insolvency Act (the "BIA") appointing an interim receiver and under Rule 25 of the Rules of the Supreme Court, 1986 appointing a receiver and manager.

By Order of the Honourable Mr. Justice Osborn dated May 18, 2006 (the "Order") Deloitte & Touche Inc. was appointed interim receiver (the "Receiver") of all of the assets, undertaking and property of the Debtors. Attached hereto as Exhibit A is a copy of the Order.

By further order of the Honourable Mr. Justice Osborn dated June 23, 2006 (the "June 23 Order"), the Receiver was authorized to enter into an asset purchase agreement (the "Initial Sales Agreement") between the Receiver and 54040 Newfoundland and Labrador Inc. ("54040 NL") in respect of certain assets of the Debtors (the "Assets") as set out in the Receiver's sale package dated May 26, 2006 and updated June 2, 2006 (the "Sale Package"). A copy of the June 23 Order is attached hereto as Exhibits B.

## 2. DESCRIPTION OF STL

STL is owned by Daley Brothers Limited (“DBL”). The Receiver understands that DBL is controlled by Mr. Terry Daley. All of the Corporate Guarantors are owned and controlled, either directly or indirectly by STL. Attached hereto as Exhibit C is a copy of the Daley family group of companies (the “Daley Fishing Enterprise”) organization chart as prepared by STL’s accountant. The business of the Debtors consisted primarily of the purchasing, processing and marketing of various fish products, primarily crab, shrimp and pelagics. Newfoundland and Labrador (“NL”) was the chief place of business of the Debtors with multiple processing facilities, executive and administrative offices being located in NL. A fish processing facility was also located at Cheticamp, Nova Scotia which was owned by one of the Corporate Guarantors, Cheticamp Packers (1991) Limited. In addition, there is a fish buying facility at Marie Joseph in Nova Scotia and a fish processing facility in St. Paul-de-Riviere, Quebec. The Receiver has been advised that STL also has other business arrangements with entities not included in the Daley Fishing Enterprise. These include a fish processing facility located at Little Bay Islands (the “LBI Plant”) and another located at LaScie (the “LaScie Plant”). The Receiver understands that at one time STL owned both the LBI Plant and the LaScie Plant.

The Debtors owned four main processing facilities, the details of which are set out below:

| <u>Facility</u> | <u>Primary Product</u> |
|-----------------|------------------------|
| St. Joseph’s    | Shrimp and pelagics    |
| Anchor Point    | Shrimp                 |
| Port de Grave   | Crab and pelagics      |
| Cheticamp       | Crab and herring roe   |

These facilities were sold to 54040 NL by the Receiver, approval for which was granted by this Honourable Court in the June 23 Order.

All loan accounts maintained by the Bank for the Debtors were maintained in the name of STL, as well as all material operating bank accounts that were used in the processing and administrative activities of the Debtors. All of the loans made by the Bank have been advanced solely to STL and all financial reporting to the Bank for the Debtors was reported in the name of STL on a consolidated basis.

The Bank is STL's senior secured lender with outstanding debt of approximately \$32,000,000 as at May 18, 2006.

### **3. PURPOSE OF REPORT**

The purpose of this, the Receiver's second report is to:

- a) Report on the activities of the Receiver since its report to Court dated June 19, 2006 (the "June 19 Report");
- b) Seek approval of this Honourable Court of the proposed distribution of the funds held by the Receiver to the Bank in the manner described herein;
- c) Seek approval of this Honourable Court of the establishment and implementation of a claims plan as described herein;
- d) Seek approval of this Honourable Court of the accounts of the Receiver and its independent legal counsel (the "Accounts");
- e) Seek approval of this Honourable Court of the activities and conduct of the Receiver to date, as described herein; and
- f) Seek approval of this Honourable Court of the Receiver's Statement of Receipts and Disbursements for the period May 18, 2006 to January 18, 2007.

### **4. RECEIVER'S ACTIVITIES FROM JUNE 20, 2006 TO DATE**

Since the June 19 Report, the Receiver has performed the following activities:

- Pursuant to the June 23 Order, the Receiver has completed the transaction contemplated in the Initial Sales Agreement;
- Attended to the transfer of responsibility for utilities and other services to 54040 NL;
- Reviewed and transferred all available relevant books and records to St. John's, NL from their original locations at each of STL's four main plants, located in Port de Grave, St. Joseph's, Anchor Point and Cheticamp;
- Arranged for the repair of STL's main accounting computer, in order to access and review the records stored thereon;
- Obtained an opinion from the Receiver's independent legal counsel, Stewart, McKelvey, Stirling, Scales ("Stewart McKelvey") as to the validity, enforceability and priority of the Bank's security;

- Assisted Canada Revenue Agency and Workplace Health Safety and Compensation Commission in determining the amount of the claims that may rank in priority to the Bank's security;
- Marketed STL's remaining inventory to various potential purchasers;
- Completed the sale of most of STL's remaining inventory, including securing the release of same from various cold storage suppliers claiming possessory liens;
- Abandoned certain minor inventories whose age, quantity and condition prevented the Receiver from achieving a positive net realization;
- Contacted STL's trade account receivable customers to discuss their outstanding balances, and negotiated settlements where appropriate;
- Reviewed the status and likelihood of success with respect to the various outstanding litigation matters in which a Debtor is the plaintiff;
- Identified and valued numerous assets not covered by the Initial Sales Agreement;
- Investigated, attempted to settle and instructed legal council to commence legal action in relation to various issues with respect to transactions between Cold North Seafoods Limited and the Debtors prior to the Receiver's appointment;
- Between late June 2006 and late November 2006 held considerable negotiations with representatives of the Barry Group in an unsuccessful attempt to sell the Residual Assets to the same group who was a party to the Initial Sales Agreement (during which time limited additional realization work was performed by the Receiver);
- Investigated a rental property owned by a Corporate Guarantor located at Roddickton, NL and sought proposals to market and indications of value from real estate agents;
- Performed due diligence and exploratory discussions with potential purchasers in relation to the non-operational plant at Englee, NL which was shut down in 2005 due to health and safety concerns;
- Performed initial due diligence and exploratory discussions with potential purchasers in relation to the Shippigan, New Brunswick properties, several of which were destroyed by fire in 2003;
- Prepared and sent additional demand letters on all trade receivables, intercompany receivables, employee receivables and director/officer receivables;
- Prepared and sent letters to certain senior employees of the Debtors seeking information in relation to various matters; and

- Attended to all other administrative, accounting and reporting matters in connection with the administration of these proceedings.

## 5. APPROVAL OF PROPOSED DISTRIBUTION OF FUNDS

The Receiver has determined, based on the legal opinion provided by its independent legal counsel (the "Opinion") which is attached hereto as Exhibit D, that subject to determining whether there are possible provable claims and statutory lien claimants in priority to the Bank (the "Potential Priority Creditors"), the Bank is the Debtors' highest priority secured creditor.

The determination of the rights and entitlement of the creditors and claimants to the Assets of the Debtors (the "Claims Plan") involves a two stage process as follows:

- Determination of whether a claimant has a valid, perfected and enforceable ownership or security interest in the Assets of the Debtor or the proceeds arising there from; and
- Determination of the priority of a claimant's interest *vis-à-vis* other claimants.

The order of priority of claims to the Assets are to be determined according to the priority rules established by the *Personal Property Security Act*, S.N.L. 1998, c.P-7.1 ("PPSA"), the *BIA*, the *Registration of Deeds Act*, R.S.N. 1990.c.R-10 and other applicable laws as described in more detail in the Opinion.

The secured debt which is owed to the Bank by the STL is approximately \$32,000,000. The Receiver is of the view that, subject to payments in accordance with the provisions of the Claims Plan and the Accounts, the Bank is entitled to receive the net proceeds which have been collected or will be realized by the Receiver.

Further receipts are anticipated to result from various litigation that was ongoing at the time of the Receiver's appointment. The Receiver and its legal counsel are working with the various legal counsel who were originally appointed by STL to advance these actions and believes that there are net recoveries available in relation to the destruction of the plant at Shippigan, a claim against the Canada Food Inspection Agency and at least one other matter (the "Litigation"). Further receipts are also anticipated from the liquidation and

collection of trade receivables, intercompany accounts and the other assets of the Debtors (collectively with the Litigation, the “Residual Assets”).

The funds which are anticipated to be available for distribution as of the date this Application is heard are approximately \$7,221,000 (the “Distributable Funds”). Proceeds from the Residual Assets are not included in the calculation of the Distributable Funds.

While Accounts owed to the Receiver and the Receiver’s legal counsels have been paid to date, various amounts owed pursuant to the Claims Plan must be paid from the Distributable Funds. In addition, the ongoing costs of administering the estate must be paid from the Distributable Funds. As amounts owing under the Claims Plan are not yet determined, the Receiver is of the opinion that \$721,000 should be retained as a reserve (the “Reserve”) to pay any such outstanding liabilities.

Therefore, the amount the Receiver recommends for distribution to the Bank at this time is \$6,500,000 (the “Recommended Distribution”). The anticipated proceeds from the realization of the Residual Assets are not included in the calculation of the Recommended Distribution.

In order to facilitate the proposed distribution, the Bank will provide an indemnity to the Receiver, in a form satisfactory to the Receiver and this Honourable Court for any monies which are owing under the Claims Plan in priority to the Bank and are not in the hands of the Receiver at the end of the Claims Plan process from the Reserve or from other realization efforts, in addition to any amounts required for payment of future Accounts or ongoing costs of administering the estate (the “Indemnity”). The indemnity will be capped at the amount distributed to the Bank.

## **6. CLAIMS PLAN**

The Opinion, while noting that the Bank is the highest priority secured creditor, also noted Potential Priority Creditors. The Receiver seeks direction from this Honourable Court to establish a Claims Plan which will allow the Receiver to disburse funds realized to the Potential Priority Creditors whose claims are proven and entitlement established in priority to the Bank.



To determine the rights and entitlements of Potential Priority Creditors, the Receiver proposes the following process:

- The Receiver provide notice to all Potential Priority Creditors and any other claimants (“Claimants”), of which it is aware (as set out in the Opinion), to provide a proof of claim (“POC”) with respect to the security over any of the property of the Debtors;
- The Receiver, with the aid of its independent legal counsel, will determine whether the POC submitted by the Claimant constitutes a valid, perfected and enforceable ownership or security interest in the Assets;
- The Receiver, with the aid of its independent legal counsel, will determine the priority of the Claimant’s respective ownership and/or security interest in the property of the Debtors (the “Receiver’s Determination”);
- Notice of the Receiver’s Determination will be given to all Claimants who have filed a POC and to the Bank;
- Any Claimant who fails to file a POC within the time period shall be notified by the Receiver that their claim has been disallowed;
- Any Claimant whose claim was disallowed and/or subordinated by the Receiver, and any secured party of the Debtors, shall have a thirty (30) day period to appeal to this Honourable Court (the “Appeal Period”) after which the Receiver’s Determination shall be accepted as a final determination and be binding on all Claimants; and
- Once the appeal period has expired and any and all appeals that have been filed have been finally adjudicated, the Receiver will apply to this Honourable Court to disburse any remaining Reserve and/or require the Bank to honour its Indemnity, if necessary, in accordance with the priority established pursuant to this Claims Plan.
- The distribution of money to any Claimant will be subject to the Claimant paying its pro rata share of the costs of the Receivership.

## **7. APPROVAL OF ACCOUNTS**

A summary of the accounts of the Receiver, complete with detailed billing information is attached hereto as Exhibit E.

A summary of the accounts of the Receiver's independent counsel, complete with detailed billing information is attached hereto as Exhibit F.

## **8. RECEIVER'S STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS**

Attached hereto as Exhibit G is the Receiver's statement of cash receipts and disbursements for the period May 18, 2006 to January 18, 2007. Since its appointment the Receiver has had cash receipts of \$8,714,040.53 and disbursements of \$1,493,132.29, resulting in an excess of cash receipts over disbursements of \$7,220,908.24.

The legal fees of \$245,109.80 include \$10,910.00 paid to White, Ottenheimer & Baker in relation to the costs of advancing the Shippigan litigation.

## **9. CONCLUSION**

The Receiver respectfully requests that this Honourable Court grant an order which provides for the following:

- a) Approval of the Receiver's conduct and activities to date;
- b) Approval of the Receiver's planned distribution of funds to the Bank;
- c) Approval of the Receiver's Claim Plan;
- d) Approval of the Accounts of the Interim Receiver and its independent legal counsel;  
and
- e) Approval of the Receiver's Statement of Receipts and Disbursements for the period May 18, 2006 to January 18, 2007.

All of which is respectfully submitted this 19th of January, 2007.

DELOITTE & TOUCHE INC.

In its capacity as Interim Receiver of  
Sea Treat Limited and its  
Related Corporate Guarantors  
And not in its personal capacity

Per:

A handwritten signature in cursive script, appearing to read "Ian Penney".

Ian Penney, CA•CIRP  
Vice President

**EXHIBIT A**

EXHIBIT "A"

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF the Bankruptcy and Insolvency Act,  
RSC 1985, C. B-3, as amended (the "BIA") and the *Rules of  
the Supreme Court, 1986*

AND IN THE MATTER OF the application ("Application")  
of The Bank of Nova Scotia who seeks the appointment  
of Interim Receiver pursuant to Section 47(1) of the  
BIA and the appointment of a Receiver and Manager under  
Rule 25 of the *Rules of the Supreme Court, 1986*  
appointing Deloitte & Touche Inc. as interim  
receiver and receiver and manager (in such capacities,  
the "Receiver") without security, of all of the assets,  
undertakings and properties of Sea Treat Limited, Daley  
Brothers Limited, D.B.L. Fishing Company Limited,  
10561 Newfoundland Limited, 10563 Newfoundland  
Limited, Kegaska Seafoods Limited, Missing Link  
Limited, Grand Banker Enterprise Ltd., Anchor Shellfish  
Inc., Viking Sea Products Ltd., Vair Holdings Limited,  
St. Paul Seafoods Ltd., CB Seafoods Limited, Howard  
Turner and Sons Limited, 513087 N.B. Inc., Le Fruits  
De Mer Shippagan Ltee, Cheticamp Packers (1991)  
Limited and La Digue Fisheries Limited (collectively the  
"Respondents")

|                                  |                  |                        |
|----------------------------------|------------------|------------------------|
| Sea Treat Limited                | Estate No. _____ | Court No. <u>13515</u> |
| Daley Brothers Limited           | Estate No. _____ | Court No. <u>13516</u> |
| D.B.L. Fishing Company Limited   | Estate No. _____ | Court No. <u>13517</u> |
| 10561 Newfoundland Limited       | Estate No. _____ | Court No. <u>13518</u> |
| 10563 Newfoundland Limited       | Estate No. _____ | Court No. <u>13519</u> |
| Kegaska Seafoods Limited         | Estate No. _____ | Court No. <u>13520</u> |
| Missing Link Limited             | Estate No. _____ | Court No. <u>13521</u> |
| Grand Banker Enterprise Ltd.     | Estate No. _____ | Court No. <u>13522</u> |
| Anchor Shellfish Inc.            | Estate No. _____ | Court No. <u>13523</u> |
| Viking Sea Products Ltd.         | Estate No. _____ | Court No. <u>13524</u> |
| Vair Holdings Limited            | Estate No. _____ | Court No. <u>13525</u> |
| St. Paul Seafoods Ltd.           | Estate No. _____ | Court No. <u>13526</u> |
| CB Seafoods Limited              | Estate No. _____ | Court No. <u>13527</u> |
| Howard Turner and Sons Limited   | Estate No. _____ | Court No. <u>13528</u> |
| 513087 N.B. Inc.                 | Estate No. _____ | Court No. <u>13529</u> |
| Le Fruits De Mer Shippagan Ltee  | Estate No. _____ | Court No. <u>13530</u> |
| Cheticamp Packers (1991) Limited | Estate No. _____ | Court No. <u>13531</u> |
| La Digue Fisheries Limited       | Estate No. _____ | Court No. <u>13532</u> |

ORDER

Before the Honourable

on the      day of May, 2006

UPON APPLICATION made on notice by The Bank of Nova Scotia (the  
"Applicant") for an Order, *inter alia*, appointing Deloitte & Touche Inc. as Receiver  
without security over all the assets, property and undertaking of the Respondents

(collectively, the "Respondents" shall, where applicable, mean either of them);

AND UPON READING the Application, the Affidavits of Ian Penney dated 15 May 2006, 16 May 2006 and 18 May 2006, Jameel E. Sethi dated 12 May 2006, Aiden Daley dated 18 May 2006 and upon hearing the submissions of counsel for the Applicant, Shawn Kavanagh, and counsel for Cold North Sea Products Limited ("Cold North"), Gregory W. Dickie, Q.C. and no other persons served with notice of this Application appearing although duly served as appears from the affidavit of service of Gregory J. Connors sworn 17 May 2006:

### SERVICE

1. THIS COURT ORDERS the Applicant is a person entitled to make this Application, that service on the Respondents is proper and sufficient for the purpose of this Application and that the time for service of this Application and the materials filed herein be and is hereby abridged so that this Application is properly returnable today and hereby dispenses with further service thereof.

### APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 47(1) of the BIA, Deloitte & Touche Inc. is hereby appointed interim receiver, without security, of all of the Respondents' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property").

### RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Respondents,

including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Respondents and, in carrying on the Respondents' business, to pay, without limitation, any and all amounts owing by the Respondents to suppliers of inventory whether such amounts arose on, before, or after the date of this Order, subject to the exception that the Receiver, without further order of this Court, shall have no power or authorization to operate and carry on the business of the Respondents at the fish processing facility of the Respondents located at Anchor Point, Newfoundland and Labrador, including the retaining of the services of any employees employed thereat or in any way subject to any agreement which governs the terms and conditions of employment at such facility.

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Respondents or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Respondents and to exercise all remedies of the Respondents in collecting such monies, including, without limitation, to enforce any security held by the Respondents;
- (g) to settle, extend or compromise any indebtedness owing to the Respondents;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondents, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Respondents;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Respondents, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such

appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$300,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause

and in each such case the notice and sale procedures under the *Personal Property Security Act* (Newfoundland and Labrador), the *Conveyancing Act* (Newfoundland and Labrador), and the *Bulk Sales Act* (Newfoundland and Labrador), shall not apply;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondents;
- (q) to enter into agreements with any trustee in bankruptcy appointed



in respect of the Respondents, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Respondents;

- (r) to exercise any shareholder, partnership, joint venture or other rights which the Respondents may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, (as defined below), including the Respondents, and without interference from any other Person.

#### DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Respondents, (ii) all of their current and former directors, officers, employees, agents, accountants and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, bank accounts (and all transactions related thereof), securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Respondents and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records"), in that Person's possession or control and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage,

whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

8. THIS COURT ORDERS that while a Proceeding may be issued against or in respect of the Respondents or the Property, that Proceeding shall immediately be stayed and suspended upon issuance except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Respondents or the Property are hereby stayed and suspended pending further Order of this Court.

#### NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Respondents, the Receiver, or affecting the Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Respondents to carry on any business which the Respondents is not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest or (iv) prevent the registration of a claim for lien.

## NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Respondents, without written consent of the Receiver or leave of this Court. Notwithstanding the foregoing and for greater certainty, any interested party may apply to this Court pursuant to paragraph 29 of this Order to vary or amend paragraph 10 of this Order on not less than 2 business days notice to the Receiver and to any other party likely to be affected by the order sought on upon such other notice, if any, as this Court may order.

11. THIS COURT ORDERS the all Persons are hereby restrained from terminating, canceling, withdrawing or otherwise interfering with any licenses, permits, quotas and quota rights, export certificates, inspection certificates (including Canada Food and Inspection Agency Certificates), Fisheries and Aquaculture Operating Licenses, approvals or consents in respect of Respondents or the Property (including, without limitation, the business of the Respondents) until further Order of this Court, and, without limiting the generality of the foregoing, this Court orders that the Receiver is entitled to enjoy the benefits of any such licenses, permits, quotas, quota rights, certificates, approvals or consents in the performance of its duties hereunder, provided it agrees to pay for any fees or payments associated therewith, for periods after the date of this Order to the extent not already paid for. Notwithstanding the foregoing and for greater certainty, any interested party may apply to this Court pursuant to paragraph 29 of this Order to vary or amend paragraph 11 of this Order on not less than 2 business days notice to the Receiver and to any other party likely to be affected by the order sought on upon such other notice, if any, as this Court may order.

## CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Respondents or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance (including property, casualty, general liability, product liability, credit and export), transportation services, utility or other services to the Respondents are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Respondents' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case, that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Respondents or such other practices as may be agreed

upon by the supplier or service provider and the Receiver, or as may be ordered by this Court. Notwithstanding the foregoing and for greater certainty, any interested party may apply to this Court pursuant to paragraph 29 of this Order to vary or amend paragraph 12 of this Order on not less than 2 business days notice to the Receiver and to any other party likely to be affected by the order sought on upon such other notice, if any, as this Court may order.

#### RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including, without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### PRIVACY MATTERS

14. THIS COURT ORDERS that, pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Respondents, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### LIMITATION ON THE RECEIVER'S LIABILITY

15. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any failure by the Receiver to conduct its duties under this Order honestly and in good faith and deal with the Property in a commercially reasonable manner. Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable

legislation.

#### RECEIVER'S ACCOUNTS

16. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

17. THIS COURT ORDERS that any expenditure or cost which shall be made or incurred by the Receiver with respect to the finishing of processing, storage or marketing of fish and fish products ("Fish Products"), located at any location forming part of the Property upon the Receiver taking possession of such location, or placed thereafter, shall be first paid and be reimbursed from the proceeds derived from any sale of the Fish Products in priority to all security interests, trusts, liens, charges, encumbrances and claims, statutory or otherwise, in favour of any other person with respect to such Fish Product.

18. THIS COURT ORDERS that the Receiver shall be at liberty, from time to time, to pay costs and other expenses relating to the Property, including its own reasonable remuneration and disbursements, from monies in its hands. Any amounts so applied against the Receiver's remuneration and expenses shall constitute advances against the amounts allowed on the passing of the Receiver's accounts. X

#### FUNDING OF THE RECEIVERSHIP

19. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

20. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

21. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

22. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a pari passu basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

### GENERAL

23. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

24. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents.

25. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

26. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

27. THIS COURT ORDERS that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicants security, then on a substantial indemnity basis to be paid by the Receiver from the Respondents' estate with such priority and at such time as this Court may determine.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Applicant from commencing proceedings against any guarantors or other

persons in respect of any indebtedness to the Applicant secured by the Property.

29. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than 2 business days notice to the Receiver and to any other party likely to be affected by the order sought on upon such other notice, if any, as this Court may order.

DATED at St. John's; NL, this 18<sup>th</sup> day of May 2006. X

P. Aunberg  
Asst. Deputy Registrar (Acting)

SCHEDULE "A"  
RECEIVER CERTIFICATE

CERTIFICATE NO.  
AMOUNT \$

1. THIS IS TO CERTIFY that Deloitte & Touche Inc., the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited appointed by Order of the Supreme Court of Newfoundland and Labrador (the "Court") dated the \_\_\_\_\_ day of \_\_\_\_\_ 2006 (the "Order") made in an action having Court file number \_\_\_\_\_ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of The Bank of Nova Scotia from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and subject to paragraph 29 to the Order whereby such Order may be varied or amended, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

x  
B



6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of May, 2006.

**EXHIBIT B**

**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF** the *Bankruptcy and Insolvency Act*, RSC 1985, C. B-3, as amended (the "BIA")

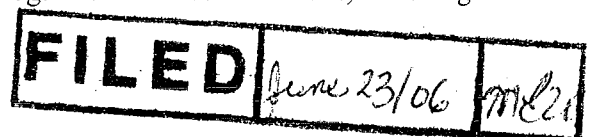
**AND IN THE MATTER OF** the application ("Application") of Deloitte & Touche Inc. who seek approval of the sale of certain assets, undertakings and properties of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited (collectively the "Respondents") and a Vesting Order in the purchaser, 54040 Newfoundland and Labrador Inc. (the "Purchaser"), pursuant to Section 47(1) of the BIA

|                                  |                  |                 |
|----------------------------------|------------------|-----------------|
| Sea Treat Limited                | Estate No. _____ | Court No. 13515 |
| Daley Brothers Limited           | Estate No. _____ | Court No. 13516 |
| D.B.L. Fishing Company Limited   | Estate No. _____ | Court No. 13517 |
| 10561 Newfoundland Limited       | Estate No. _____ | Court No. 13518 |
| 10563 Newfoundland Limited       | Estate No. _____ | Court No. 13519 |
| Kegaska Seafoods Limited         | Estate No. _____ | Court No. 13520 |
| Missing Link Limited             | Estate No. _____ | Court No. 13521 |
| Grand Banker Enterprise Ltd.     | Estate No. _____ | Court No. 13522 |
| Anchor Shellfish Inc.            | Estate No. _____ | Court No. 13523 |
| Viking Sea Products Ltd.         | Estate No. _____ | Court No. 13524 |
| Vair Holdings Limited            | Estate No. _____ | Court No. 13525 |
| St. Paul Seafoods Ltd.           | Estate No. _____ | Court No. 13526 |
| CB Seafoods Limited              | Estate No. _____ | Court No. 13527 |
| Howard Turner and Sons Limited   | Estate No. _____ | Court No. 13528 |
| 513087 N.B. Inc.                 | Estate No. _____ | Court No. 13529 |
| Le Fruits De Mer Shippagan Ltee  | Estate No. _____ | Court No. 13530 |
| Cheticamp Packers (1991) Limited | Estate No. _____ | Court No. 13531 |
| La Digue Fisheries Limited       | Estate No. _____ | Court No. 13532 |

**IN THE MATTER OF 47(1) OF THE BANKRUPTCY AND INSOLVENCY  
ACT, R.S.C. 1985, C. B-3, AS AMENDED**

**APPROVAL AND VESTING ORDER**

**THIS APPLICATION** made by Deloitte & Touche Inc., in its capacity as Interim Receiver of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing



Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited (the "Receiver") appointed pursuant to the Order of the Honourable Justice Orsborn dated May 18, 2006, for the relief set out in the Receiver's Application was heard this day.

UPON READING the Application of the Receiver, the Report of the Receiver dated June 19, 2006 and the Receiver's Confidential Summary which contains Exhibits I and J of the Report (collectively, the "Report"), and after hearing the submissions of counsel for the Interim Receiver, the Bank of Nova Scotia, 54040 Newfoundland and Labrador Inc. and Mr. Terrance Daley and no one else appearing although duly served.

*Service*

1. THIS COURT ORDERS that the time for service of the Application is hereby abridged so that this motion is properly returnable on June 2~~8~~<sup>3</sup>, 2006.

*Conduct*

2. THIS COURT ORDERS that the conduct of the Receiver as set out in the Report be and the same is hereby approved.

*Approval of Sale*

3. THIS COURT ORDERS that the Receiver is hereby authorized to complete the transaction between 54040 Newfoundland and Labrador Inc. (the "Purchaser") and the Receiver contemplated by the Agreement entered into between the Purchaser and the

Receiver dated June 19, 2006, which agreement appears as Schedule L to the Receiver's Report (as contained in the Confidential Summary) and that the Agreement be and the same is hereby approved.

4. THE COURT ORDERS that the Receiver is hereby authorized and empowered to do all things and execute and deliver all such documents as it deems necessary in order to complete the transaction contemplated by the Agreement, including, without limitation, those ancillary agreements as were required to be executed by the Receiver prior to the date of this Order in order to meet the conditions precedent to the Agreement.

*Vesting of Assets*

5. THIS COURT ORDERS that, effective immediately upon the filing with this Court of a Receiver's Certificate in the form attached hereto as Schedule "A" (the "Receiver's Certificate"), signed by the Receiver, confirming that all terms and conditions under the Agreement have been either satisfied or waived, and that the transaction contemplated by the Agreement has been completed to the satisfaction of the Receiver, all right, title, and interest of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited (collectively, the "Company"), if any, in and to all of the property, assets and undertakings of the Company defined as Purchased Assets in the Agreement (the "Purchased Assets") shall vest and are hereby vested in and to the Purchaser, absolutely

and forever, without limitation, free and clear of and from any claims and/or liens and /or security interests provided however that from and after the filing of the Receiver's Certificate with this Court, any and all claims and/or liens and/or security interests of or by any persons in or to the Purchased Assets shall vest, in place and stead thereof, in the proceeds derived from the completion of the transaction contemplated by the Agreement.

6. THIS COURT ORDERS and declares that the purchase price set out in the Agreement is fair and commercially reasonable and was arrived at in a commercially reasonable fashion.
7. THIS COURT ORDERS that any and all third parties holding Purchased Assets are hereby directed to release such Purchased Assets forthwith upon receiving instructions to that effect from the Receiver, or, after the closing of the transaction contemplated by the Agreement, from the Receiver, the Purchaser or both.
8. THIS COURT ORDERS that the Receiver's Confidential Summary and the Agreement be sealed until the filing of the Receiver's Certificate or further order of the Court.
9. THIS COURT REQUESTS the aid, recognition and assistance of any court, tribunal, administrative body or registrant in any jurisdiction in Canada in connection with the authority granted hereunder to proceed with and conclude the transactions contemplated by the Agreement.

Dated at St. John's, in the Province of Newfoundland and Labrador, this 23 day of June, 2006.

*s/s*  
*Deputy*  
*Elaine Burke*  
REGISTRAR

**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF** the *Bankruptcy and Insolvency Act*, RSC 1985, C. B-3, as amended (the "BIA")

**AND IN THE MATTER OF** the application ("Application") of Deloitte & Touche Inc. who seek approval of the sale of certain assets, undertakings and properties of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited (collectively the "Respondents") and a Vesting Order in the purchaser, 54040 Newfoundland and Labrador Inc. (the "Purchaser"), pursuant to Section 47(1) of the BIA

|                                  |                  |                        |
|----------------------------------|------------------|------------------------|
| Sea Treat Limited                | Estate No. _____ | Court No. <u>13515</u> |
| Daley Brothers Limited           | Estate No. _____ | Court No. <u>13516</u> |
| D.B.L. Fishing Company Limited   | Estate No. _____ | Court No. <u>13517</u> |
| 10561 Newfoundland Limited       | Estate No. _____ | Court No. <u>13518</u> |
| 10563 Newfoundland Limited       | Estate No. _____ | Court No. <u>13519</u> |
| Kegaska Seafoods Limited         | Estate No. _____ | Court No. <u>13520</u> |
| Missing Link Limited             | Estate No. _____ | Court No. <u>13521</u> |
| Grand Banker Enterprise Ltd.     | Estate No. _____ | Court No. <u>13522</u> |
| Anchor Shellfish Inc.            | Estate No. _____ | Court No. <u>13523</u> |
| Viking Sea Products Ltd.         | Estate No. _____ | Court No. <u>13524</u> |
| Vair Holdings Limited            | Estate No. _____ | Court No. <u>13525</u> |
| St. Paul Seafoods Ltd.           | Estate No. _____ | Court No. <u>13526</u> |
| CB Seafoods Limited              | Estate No. _____ | Court No. <u>13527</u> |
| Howard Turner and Sons Limited   | Estate No. _____ | Court No. <u>13528</u> |
| 513087 N.B. Inc.                 | Estate No. _____ | Court No. <u>13529</u> |
| Le Fruits De Mer Shippagan Ltee  | Estate No. _____ | Court No. <u>13530</u> |
| Cheticamp Packers (1991) Limited | Estate No. _____ | Court No. <u>13531</u> |
| La Digue Fisheries Limited       | Estate No. _____ | Court No. <u>13532</u> |

**RECEIVER'S CERTIFICATE**

Deloitte & Touche Inc., in its capacity as Interim Receiver of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul

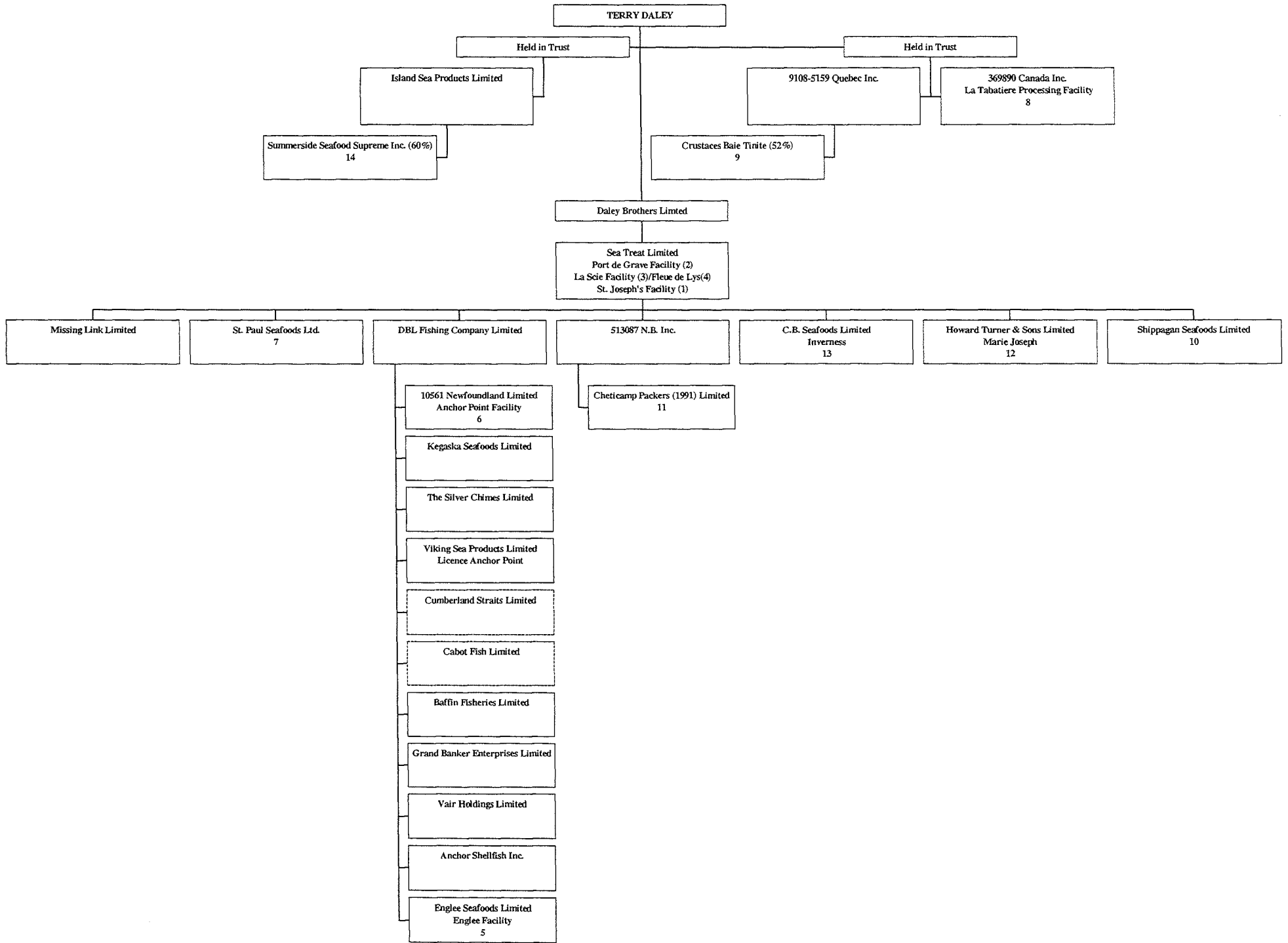
Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited (the "Receiver") appointed pursuant to the Order of the Honourable Justice Orsborn dated May 18, 2006, hereby confirms that all terms and conditions under the Agreement have been either satisfied or waived, and that the transaction contemplated by the Agreement has been completed to the satisfaction of the Receiver.

DELOITTE & TOUCHE INC., in its capacity as Interim Receiver of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited

Per: \_\_\_\_\_



**EXHIBIT C**



**EXHIBIT D**

# STEWART MCKELVEY

Suite 1100  
Cabot Place  
100 New Gower Street  
St. John's, NL  
Canada A1C 6K3

Correspondence:  
P.O. Box 5038  
St. John's, NL  
Canada A1C 5V3

Telephone: 709.722.4270  
Fax: 709.722.4565  
st-johns@smss.com  
www.smss.com

File Reference: NF8180-20

January 19, 2007

## **HAND DELIVERED**

Mr. Ian Penney  
Deloitte & Touche LLP  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

Dear Mr. Penney:

**Re: Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Les Fruits De Mer Shippagan Ltée., Cheticamp Packers (1991) Limited and La Digue Fisheries Limited, in Receivership (collectively, the "Respondents")**

We have acted as counsel to the Interim Receiver in connection with a Receivership Order granted on May 18, 2006, wherein Deloitte and Touche ("Deloitte") was appointed Interim Receiver (the "Receiver") of the assets of the Respondents under the terms of the said Receivership Order. In rendering the opinions set out below, we have examined:

1. the security held by the Bank of Nova Scotia in respect of the Respondents, copies of which documents are attached to the Affidavits of Jameel E. Sethi and Christine Clouston, dated May 12, 2006 and May 18, 2006 respectively, and filed with the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency in support of an Application of the Bank of Nova Scotia seeking the appointment of Deloitte and Touche as Interim Receiver and Manager of all of the assets and undertakings of the Respondents (the "Bank of Nova Scotia Security Documents"). A list of the Bank of Nova Scotia Security Documents is attached hereto as Schedule "A";
2. the security held by certain creditors of the Respondents other than the Bank of Nova Scotia who may have a security interest which ranks in priority ahead of the security held by the Bank of Nova Scotia. These security documents are described in Schedule "B" hereto; and
3. Searches were completed in the names of each of the Respondents identified in the Receivership Order in each of the Provinces of Newfoundland and Labrador, Nova

Scotia, Prince Edward Island and New Brunswick (the "Provinces") as set out in Schedule "C" hereto.

We have also made such other searches and have examined such other documents, statutes, public records, certificates of public officials and have considered such questions of law as we have considered relevant or necessary for the purpose of our opinions set forth below.

Our opinions expressed below relate only to the laws of the Provinces and the laws of Canada applicable therein.

### **ASSUMPTIONS**

In giving this opinion we have made the following assumptions:

1. the genuineness of all signatures and the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as copies certified, confirmed, facsimiled, photocopied or otherwise;
2. the currency and accuracy of any printed search results received from registries and offices and the indices and records maintained at the public offices where searches or inquiries have been conducted;
3. that each party to any of the documents that create obligations for that party has duly authorized, executed, and delivered such documents to which it is a party;
4. that the documents that create obligations for the parties constitute valid, legal and binding obligations of each party thereto, enforceable against each of them in accordance with their terms and conditions; and
5. that all necessary and advisable corporate or other actions have been taken and the authorisations given to specific individuals have been given in accordance with such corporate or other action, Articles of Incorporation, corporate decisions duly passed and applicable laws.

### **QUALIFICATIONS**

The opinions expressed herein are subject to the following qualifications and limitations:

1. As there are no title registration systems in the Provinces relating to personal property, any opinion respecting title to personal property is based solely upon the documentation reviewed.
2. For the purpose of determining the validity under prior law of security interests created and registered before the implementation of the PPSA and transitioned by registration in the PPR, we have only reviewed the PPR search report section entitled: "Pre-PPSA registration information continued by this registration", the pre-PPSA legislation and the applicable common law relating to their registration.

3. For the purpose of determining the priority of security interests created and registered in the PPR we have only reviewed the PPR search report, the PPSA and the applicable common law relating to their registration.

## **REAL PROPERTY**

The Respondents appear to have real property interests in the following real property which has been charged under the Bank of Nova Scotia Security Documents and other third party secured charges as more particularly set out in Schedule "D" hereto:

### **1. Newfoundland and Labrador**

- (a) Sea Treat Limited:
  - (i) parcels at St. Joseph's acquired from Daley Brothers Limited in October and December 1997;
  - (ii) parcels at Port de Grave acquired on March 31, 1995;
  - (iii) parcels at Fleur de Lys acquired on April 29, 1996 by Coldwater Seafoods Limited, which amalgamated with several other companies to form Sea Treat Limited on July 9, 1997; and
  - (iv) parcels at Bareneed acquired on May 31, 1995 by Ice Queen Fish Limited, which amalgamated with several other companies to form Sea Treat Limited on July 9, 1997;
- (b) 10561 Newfoundland Limited:
  - (i) acquired parcels at Anchor Point on February 18, 1997;
- (c) Daley Brothers Limited:
  - (i) acquired parcels at Englee on October 16, 1999;
- (d) Unspecified interest in ice plant at Harbour Breton.

### **2. Nova Scotia**

- (a) Howard Turner and Sons Limited
  - (i) parcels PID# 37530458 and PID# 37530417 acquired at Marie Joseph, Guysborough County, by deeds dated June 22, 1971, July 20, 1970 and September 10, 1973; and
  - (ii) parcel PID# 00547083 at Ecum Secum, Halifax County; acquired by deed dated April 14, 1988;
- (b) Cheticamp Packers (1991) Ltd.

- (i) parcel containing 2.14 acres more or less at Petit Etang, Inverness County;
- (ii) leasehold interest containing 924 square metres more or less at Cheticamp, Inverness County.

3. **New Brunswick**

- (a) PID 20372827 – 308 JD Gauthier Blvd., Shippagan, Gloucester County;
- (b) PID 20372215 - 105 16<sup>th</sup> Street, Route 113, Shippagan, Gloucester County;
- (c) PID 20617122 - Route 113, Shippagan, Gloucester County;
- (d) PID 20377560 – 308 JD Gauthier Blvd., Shippagan, Gloucester County;
- (e) PID20374708 - Route 113, Shippagan, Gloucester County; and
- (f) PID 20375861 – 308 JD Gauthier Blvd., Shippagan, Gloucester County.

4. **Quebec**

- (a) processing facility in St. Paul, Quebec.

We are of the opinion that the Bank of Nova Scotia has a first charge over the real property set out above except those liens and encumbrances which may be provable as to validity, enforceability and priority as specified in Schedule “E”.

**PERSONAL PROPERTY**

Based upon a review of the results of searches in the names of the Respondents in the Personal Property Security Registry for the Provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick and Prince Edward Island, as well as to judgements or encumbrances and as to the various statutory lien searches and Federal inquiries, we are of the opinion that the Bank of Nova Scotia has a first priority security interest over all of the personal property of the Respondents constituting the personal property portion of the Purchased Assets and the Additional Purchased Assets with the exception of the liens and/or security interests which may be provable as to validity, enforceability and priority as specified in Schedule “E”.

**SHIPS**

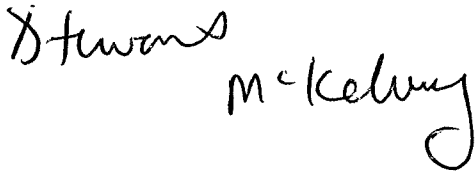
Based upon a review of the results of searches in the names of the Respondents at the Registry of Shipping, in the Personal Property Security Registry for the Provinces, as well as to the various statutory lien searches and other Federal inquiries described above, we are of the opinion that the Bank of Nova Scotia has a first charge against the rights of the Respondents in the ship's listed in Schedule “F” to the extent that the charges are accounts receivable with the exception of the charges which may be provable as to validity, enforceability and priority as specified therein and in Schedule “G” .

Mr. Ian Penney  
January 19, 2007  
Page 5

We trust this is in order.

Yours truly,

Stewart McKelvey

A handwritten signature in black ink that reads "Stewart McKelvey". The signature is written in a cursive style, with "Stewart" on the top line and "McKelvey" on the line below it.

Attach.



**EXHIBIT E**

Summary of Billing  
Interim Receivership - Sea Treat Limited and related Corporate Guarantors

| Billing Information                  | Period Covered                           | Hours Billed  | Total Charges        | Blended Hourly Rate | Meals & Entertainment | Car Rental & Mileage | Airfare            | Taxi               | Postage & Delivery | Hotel               | Cell Phone         | Misc.            | Admin.    | Advertising | Parking          | Total Expenses      |
|--------------------------------------|--|---------------|----------------------|---------------------|-----------------------|----------------------|--------------------|--------------------|--------------------|---------------------|--------------------|------------------|-----------|-------------|------------------|---------------------|
| Invoice # 1788329 June 9, 2006       | May 6, 2006 to June 2, 2006              | 937.2         | \$ 285,247.50        | \$ 304.36           | \$ 3,222.49           | \$ 3,082.98          | \$ 3,664.28        | \$ 1,106.92        | \$ 317.10          | \$ 7,784.88         | \$ 181.67          | \$ 324.39        |           |             | \$ 255.39        | \$ 19,940.10        |
| Invoice # 1794585 July 5, 2006       | June 3, 2006 to June 23, 2006            | 454.1         | \$ 137,580.00        | \$ 302.97           | \$ 1,097.14           | \$ 1,666.68          | \$ 3,841.40        | \$ 479.16          |                    | \$ 3,850.19         | \$ 533.35          | \$ 184.15        |           |             | \$ 19.32         | \$ 11,671.39        |
| Invoice # 1799516 July 10, 2006      | June 24, 2006 to July 9, 2006            | 206.9         | \$ 58,285.00         | \$ 260.91           | \$ 141.27             | \$ -                 | \$ 199.67          | \$ 315.38          |                    | \$ 285.25           | \$ 283.29          |                  | \$ 403.92 |             |                  | \$ 1,628.78         |
| Invoice # 1803509 July 20, 2006      | July 10, 2006 to July 14, 2006           | 105.0         | \$ 15,912.50         | \$ 151.55           | \$ 55.87              |                      |                    |                    |                    | \$ 1,148.40         |                    | \$ 90.00         |           |             |                  | \$ 1,294.27         |
| Invoice # 1805092 July 24, 2006      | July 17, 2006 to July 21, 2006           | 31.8          | \$ 10,460.00         | \$ 328.93           | \$ 294.40             | \$ 487.16            |                    |                    | \$ 288.77          |                     | \$ 96.05           |                  |           |             |                  | \$ 1,166.38         |
| Invoice # 1809521 July 31, 2006      | July 24, 2006 to July 28, 2006           | 44.8          | \$ 16,465.00         | \$ 367.52           | \$ 143.09             |                      |                    |                    |                    |                     | \$ 212.09          |                  |           |             |                  | \$ 355.18           |
| Invoice # 1813329 August 14, 2006    | July 31, 2006 to August 11, 2006         | 34.0          | \$ 9,627.50          | \$ 283.16           |                       |                      |                    |                    |                    |                     | \$ 40.38           |                  |           |             |                  | \$ 40.38            |
| Invoice # 1815581 August 21, 2006    | August 14, 2006 to August 18, 2006       | 42.5          | \$ 14,827.50         | \$ 348.88           |                       | \$ 340.97            |                    |                    |                    |                     | \$ 74.91           |                  |           |             | \$ 23.01         | \$ 438.89           |
| Invoice # 1820758 August 30, 2006    | August 20, 2006 to August 25, 2006       | 37.7          | \$ 9,970.00          | \$ 264.45           | \$ 152.91             |                      | \$ (3,862.76)      | \$ 17.70           |                    | \$ 2,430.19         | \$ 50.00           | \$ 80.47         |           |             | \$ 61.72         | \$ (1,069.77)       |
| Invoice # 1821867 September 12, 2006 | August 28, 2006 to September 8, 2006     | 19.5          | \$ 5,135.00          | \$ 263.33           |                       |                      |                    |                    |                    |                     |                    |                  |           |             |                  | \$ 263.33           |
| Invoice # 1826683 October 3, 2006    | September 11, 2006 to September 30, 2006 | 24.8          | \$ 6,032.50          | \$ 243.25           |                       |                      |                    |                    |                    |                     |                    |                  |           |             | \$ 3.76          | \$ 3.76             |
| Invoice # 1849668 November 8, 2006   | October 2, 2006 to November 3, 2006      | 53.1          | \$ 14,090.00         | \$ 265.35           |                       |                      |                    |                    |                    |                     |                    |                  |           |             |                  | \$ -                |
| Invoice # 1869135 December 13, 2006  | November 4, 2006 to December 7, 2006     | 49.7          | \$ 13,917.50         | \$ 280.00           |                       |                      |                    |                    |                    |                     |                    | \$ 212.76        |           |             | \$ 7.97          | \$ 220.73           |
| Invoice # 1878259 January 10, 2007   | December 11, 2006 to January 5, 2007     | 73.6          | \$ 18,250.00         | \$ 247.96           |                       |                      |                    |                    |                    |                     |                    |                  |           |             | \$ 6.42          | \$ 6.42             |
|                                      |  | <u>2114.7</u> | <u>\$ 615,800.00</u> | <u>\$ 291.20</u>    | <u>\$ 5,107.17</u>    | <u>\$ 5,577.79</u>   | <u>\$ 3,842.59</u> | <u>\$ 1,919.16</u> | <u>\$ 605.87</u>   | <u>\$ 15,498.91</u> | <u>\$ 1,471.74</u> | <u>\$ 891.77</u> |           |             | <u>\$ 377.59</u> | <u>\$ 35,292.59</u> |

Summary of Billing  
Interim Receivership - Sea Treat Limited and related Corporate Guarantors

| Billing Information                    | Period Covered                           | Hours Billed  | Total Charges        | Blended Hourly Rate | Meals & Entertainment | Car Rental & Mileage | Airfare            | Taxi               | Postage & Delivery | Hotel               | Cell Phone         | Misc.            | Admin. | Advertising | Parking          | Total Expenses      |
|--|--|---------------|----------------------|---------------------|-----------------------|----------------------|--------------------|--------------------|--------------------|---------------------|--------------------|------------------|--------|-------------|------------------|---------------------|
| Invoice # 1788329 June 9, 2006         | May 6, 2006 to June 2, 2006              | 937.2         | \$ 285,247.50        | \$ 304.36           | \$ 3,222.49           | \$ 3,062.98          | \$ 3,664.28        | \$ 1,106.92        | \$ 317.10          | \$ 7,784.88         | \$ 181.67          | \$ 324.39        |        |             | \$ 255.39        | \$ 19,940.10        |
| ✓ Invoice # 1794585 July 5, 2006       | June 3, 2006 to June 23, 2006            | 454.1         | \$ 137,580.00        | \$ 302.97           | \$ 1,097.14           | \$ 1,666.68          | \$ 3,841.40        | \$ 479.16          |                    | \$ 3,850.19         | \$ 533.35          | \$ 184.15        |        |             | \$ 19.32         | \$ 11,671.39        |
| ✓ Invoice # 1799516 July 10, 2006      | June 24, 2006 to July 9, 2006            | 206.9         | \$ 58,285.00         | \$ 260.91           | \$ 141.27             | \$ -                 | \$ 199.67          | \$ 315.38          |                    | \$ 285.25           | \$ 283.29          |                  |        | \$ 403.92   |                  | \$ 1,628.78         |
| ✓ Invoice # 1803509 July 20, 2006      | July 10, 2006 to July 14, 2006           | 105.0         | \$ 15,912.50         | \$ 151.55           | \$ 55.87              |                      |                    |                    |                    | \$ 1,148.40         |                    | \$ 90.00         |        |             |                  | \$ 1,294.27         |
| ✓ Invoice # 1805092 July 24, 2006      | July 17, 2006 to July 21, 2006           | 31.8          | \$ 10,460.00         | \$ 328.93           | \$ 294.40             | \$ 487.16            |                    |                    | \$ 288.77          |                     | \$ 96.05           |                  |        |             |                  | \$ 1,166.38         |
| ✓ Invoice # 1809521 July 31, 2006      | July 24, 2006 to July 28, 2006           | 44.8          | \$ 16,465.00         | \$ 367.52           | \$ 143.09             |                      |                    |                    |                    |                     | \$ 212.09          |                  |        |             |                  | \$ 355.18           |
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| ✓ Invoice # 1820758 August 30, 2006    | August 20, 2006 to August 25, 2006       | 37.7          | \$ 9,970.00          | \$ 264.45           | \$ 152.91             |                      | \$ (3,862.76)      | \$ 17.70           |                    | \$ 2,430.19         | \$ 50.00           | \$ 80.47         |        |             | \$ 61.72         | \$ (1,069.77)       |
| ✓ Invoice # 1821867 September 12, 2006 | August 28, 2006 to September 8, 2006     | 19.5          | \$ 5,135.00          | \$ 263.33           |                       |                      |                    |                    |                    |                     |                    |                  |        |             |                  | \$ 263.33           |
| ✓ Invoice # 1826683 October 3, 2006    | September 11, 2006 to September 30, 2006 | 24.8          | \$ 6,032.50          | \$ 243.25           |                       |                      |                    |                    |                    |                     |                    |                  |        |             | \$ 3.76          | \$ 3.76             |
| ✓ Invoice # 1849668 November 8, 2006   | October 2, 2006 to November 3, 2006      | 53.1          | \$ 14,090.00         | \$ 265.35           |                       |                      |                    |                    |                    |                     |                    |                  |        |             |                  | \$ -                |
| ✓ Invoice # 1869135 December 13, 2006  | November 4, 2006 to December 7, 2006     | 49.7          | \$ 13,917.50         | \$ 280.00           |                       |                      |                    |                    |                    |                     |                    | \$ 212.76        |        |             | \$ 7.97          | \$ 220.73           |
| ✓ Invoice # 1878259 January 10, 2007   | December 11, 2006 to January 5, 2007     | 73.6          | \$ 18,250.00         | \$ 247.96           |                       |                      |                    |                    |                    |                     |                    |                  |        |             | \$ 6.42          | \$ 6.42             |
|  |  | <b>2114.7</b> | <b>\$ 615,800.00</b> | <b>\$ 291.20</b>    | <b>\$ 5,107.17</b>    | <b>\$ 5,577.79</b>   | <b>\$ 3,842.59</b> | <b>\$ 1,919.16</b> | <b>\$ 605.87</b>   | <b>\$ 15,498.91</b> | <b>\$ 1,471.74</b> | <b>\$ 891.77</b> |        |             | <b>\$ 377.59</b> | <b>\$ 35,292.59</b> |



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Bank of Nova Scotia  
 Global Risk Management  
 Special Accounts Management Unit  
 44 King Street West, 16<sup>th</sup> floor  
 Toronto, ON M5H 1H1

Date: June 9, 2006  
 Invoice No: 1788329  
**Replaces Inv # 1787282**  
**Dated June 5, 2006**  
 Client/Mandate No: 743078/5600421  
 Billing Partner: B. Bougie  
 GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

**BILL**

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period May 6 to June 2, 2006.

| Date      | Professional          | Description of Work Performed   |
|-----------|-----------------------|---|
| 5/6/2006  | Penney, Ian           | Review e-mails; start affidavit.  |
| 5/7/2006  | Penney, Ian           | Meet with Shawn Kavanagh on affidavit form/content.   |
| 5/8/2006  | Penney, Ian           | Affidavits, e-mails, calls, etc.  |
| 5/9/2006  | Penney, Ian           | Calls with Jameel, Shawn; emails; affidavits  |
| 5/10/2006 | Penney, Ian           | Affidavit   |
| 5/11/2006 | Groves, Brian M       | Pros & cons of operating, various discussions with Ian & Peter  |
| 5/11/2006 | Penney, Ian           | Affidavits; operation decision call with Bougie; etc.,  |
| 5/11/2006 | Snedden, Nancy Leanne | Memo-cbc, affidavit review<br>review draft receivership order and providing comments on same; numerous e-mails to/from BNS, Patterson Palmer, Gowlings and D&T St Johns re same; review and editing analysis of cost benefits of operate/not operate under a receivership scenario; numerous tel discussions with I Penney re planning for receivership; planning co-ordination of Toronto staff to attend in St Johns including background information, travel plans, instructions etc |
| 5/12/2006 | Bougie, Robert J      | Conversation with Dave D, Jameel and Shawn; planning with Bougie; operations memo; numerous e-mails; etc.   |
| 5/12/2006 | Penney, Ian           | Review of court docs, email to Ian and discussion on radio show conference call with BNS team, S Kavanagh, I Penney and D Cohen   |
| 5/12/2006 | Snedden, Nancy Leanne | Review of court docs, email to Ian and discussion on radio show conference call with BNS team, S Kavanagh, I Penney and D Cohen   |
| 5/13/2006 | Bougie, Robert J      | Prepare for/attend conf call; cell calls; e-mails   |
| 5/13/2006 | Penney, Ian           | Prepare for/attend conf call; cell calls; e-mails   |
| 5/14/2006 | Bougie, Robert J      | conference call with J Sethi, D Cohen, S Kavanagh and I Penney  |
| 5/14/2006 | Penney, Ian           | Conference call; memo re: timing.   |

Please Return One Copy With Remittance

Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

Member of  
 Deloitte Touche Tohmatsu

OK # 73  
 6/30/06

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|-----------|----------------------|---|
| 5/15/2006 | Bougie,Robert J      | meeting at Deloitte offices with J Sethi, S Kavanagh and I Penney re prep for meeting with Company  |
| 5/15/2006 | Bougie,Robert J      | meeting with Terry and Aden Daley and their Financial and Legal advisors to attempt to negotiate an acceptable deal   |
| 5/15/2006 | Penney,Ian           | Prepare for/meet with Sea Treat; Kavanagh affidavit.  |
| 5/15/2006 | Snedden,Nancy Leanne | discussions with Ian  |
| 5/16/2006 | Bougie,Robert J      | breakfast meeting with S Kavanagh, J Sethi and I Penney; follow up meeting with T Daley et al, numerous meetings and discussions throughout day re planning day one activities; tel disc with D&T media co-ordinator, tel call to Fisheries Minister's office; tel call to RCMP re security issues; staff planning; meeting with S Kavanagh; numerous discussions throughout day with J Sethi; tel disc with potential purchasers; attendance at S Kavanagh's office to review and comment on revised court documents |
| 5/16/2006 | Halley,Gordon J      | Prepare and make travel arrangements - airfare/hotel and rental car. review issues and briefing by Ian Penney.  |
| 5/16/2006 | Penney,Ian           | Affidavit; order; planning; meet with Sea Treat; etc.   |
| 5/16/2006 | Snedden,Nancy Leanne | various discussions with Gord/Ian   |
| 5/17/2006 | Amirault,Dennis A    | Drive to Cheticamp; Observation of Plants - observing inventory being moved between plants  |
| 5/17/2006 | Bougie,Robert J      | meeting with staff to provide them with background on file and plan logistics for day one activities; review final court documents; numerous discussions throughout day with J Sethi and S Kavanagh; attendance at court; follow up meetings post court attendance and prep for re attendance on Thursday   |
| 5/17/2006 | Brown,Peter Ernest   | Resourcing and qa   |
| 5/17/2006 | Carr,Steven          | Travel from Halifax to Cheticamp, Observing plants operations and noting the material being removed from the plant.   |
| 5/17/2006 | Dhanani,Arif         | Preliminary meetings with Ian Penney, Bob Bougie and rest of team to discuss engagement; review of various articles and websites to update current knowledge in respect of media releases; travel to airport and return with rental cars; preparation to go out to Port de Grave; stand down meeting with Bob Bougie and rest of team.  |
| 5/17/2006 | Gladwin,Alan         | travel to Cheticamp; waiting instructions and update calls from St. John's re Court; several drive bys and observations of activity at Cheticamp plants   |
| 5/17/2006 | Groves,Brian M       | advisory services to FAS group, meet with Ian and Bob Bougie  |
| 5/17/2006 | Halley,Gordon J      | Prepare file and travel to St.Anthony/Anchor Point. Await Court Order.  |
| 5/17/2006 | Laiken,Adam RF       | Meeting with Bob and Ian to get up to speed on the situation and the nuances of the file and the fish industry; starting to work on a s. 245 report in advance of the court order.  |
| 5/17/2006 | Penney,Ian           | Prepare for/attend at court; brief group from Toronto.  |
| 5/17/2006 | Snedden,Nancy Leanne | preparation for equipment inventory re STJ; team discussion plan of attack once appointed   |

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| 5/17/2006 | Taub,Derrick Adam    | Meeting with Receiver team - review monitor history with the company, discussions surrounding possession and control objectives and procedures, sale initiative, dealing with the media, debtor company employees, nature of assets and inventories, fishermans' compensation etc.   |
| 5/17/2006 | Wong,Brenda          | Reviewing court order and press releases. Meeting with team to discuss background, status update and deployment. Preparing letters to banks.   |
| 5/18/2006 | Amirault,Dennis A    | Observation - obtaining photo's of computers and other equipment leaving the plant; Securing plant, discussions with Plant management, tour facilities, begin physical inventory, upload inventory photo's, prepare inventory listing  |
| 5/18/2006 | Bougie,Robert J      | pre court meetings; attendance at court; meeting with staff re instructions for taking possession; disc with potential purchasers; attendance at Port Degraives, meeting with plant management; tour of plant  |
| 5/18/2006 | Carr,Steven          | Further observance of plant operations and recording the movement of the material being removed from the main plant to a second plant. Taking of pictures of the movement of computers. 7.5; Security plant, discussions with plant management, entering of main plant and inventory of items within Plant and daily report of inventory found. 6.5  |
| 5/18/2006 | Dhanani,Arif         | Review of current day's media coverage; travel to Port de Grave to take possession; meeting with Steve Williams, Bob Bougie, Ian Penney and other key members of Port de Grave staff wrt go forward.   |
| 5/18/2006 | Gladwin,Alan         | Watching plants at Cheticamp for activity, pictures of asset removal, calls with NL for instructions, reviewing Court Order, attendance at plant, meeting with management, taking possession, instructions to security, commence inventory count, email to Penney re possession  |
| 5/18/2006 | Groves,Brian M       | Travel to and from Port de Grave, tour of plant, assess plant condition, need for clean-up, assess security of plant assets  |
| 5/18/2006 | Halley,Gordon J      | Await Court Order. Locate Mayor and Plant Manager. Mayor out of province. Discuss situation with plant manager and engage him to assist in conducting physical inventory count. Perform inventory count. Take pictures of plant.   |
| 5/18/2006 | Laiken,Adam RF       | Waiting in Bay Roberts for the court order to be signed and delivered; taking possession of the plant; meeting with the plant managers, touring the plant.   |
| 5/18/2006 | Penney,Ian           | Attend at/prepare for court; affidavit; planning; attend at PDG.   |
| 5/18/2006 | Snedden,Nancy Leanne | equipment inventory; secure building; records inventory  |
| 5/18/2006 | Taub,Derrick Adam    | Possession and control of St. Joseph facility - Meet with Steve and Jan, former debtor accounting staff. Tour of administrative facility. Retrieve network password, front door access. Photograph administrative facility, processing plant, exterior of operating and administrative buildings. Count of tray carts and catch bins at exterior of building. Administrative capital assets - Make listing of capital assets in the administrative building. |
| 5/18/2006 | Wong,Brenda          | Calls to and revisions to letters to banks. Reviewing latest news articles.  |

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| 5/19/2006 | Amirault,Dennis A    | Continue discussions with plant management, complete physical inventory, upload remaining inventory photos, complete inventory listing, begin searching computers for relevant company files; Drive back to Halifax  |
| 5/19/2006 | Bougie,Robert J      | meeting with prospective purchasers; meeting with R Coombs re settlement of payroll issue; numerous tel disc and follow up written instructions with Royal Bank re release of Cheticamp bank account; review and approve D&T website content; numerous tel disc with staff throughout day re ongoing operational issues; additional meetings and tel disc with potential purchasers  |
| 5/19/2006 | Carr,Steven          | Completion of Inventory review of plant; Review of records; Review of Records on computers; Return trip from Cheticamp to Halifax  |
| 5/19/2006 | Dhanani,Arif         | Travel to Port de Grave; touring plant to obtain detailed capital asset listing; arranging for waste disposal; arranging for sale of bait and crab left at plant.  |
| 5/19/2006 | Gladwin,Alan         | Attendance at plant, inventory taking, interviews with management, calls from suppliers, meetings with employees re payroll, instructions to maintenance staff, prepare summary sell sheet, review inventory listings and pictures, call NS Power Inc recontinued service, travel, phone conversations with I Penney   |
| 5/19/2006 | Groves,Brian M       | Travel to and from Port de Grave, inventory of plant assets and equipment, assessment of cold storage inventory and attempt to sell remaining inventory  |
| 5/19/2006 | Halley,Gordon J      | Perform physical inventory count. Travel to St. Anthony Airport and return to St. John's.  |
| 5/19/2006 | Laiken,Adam RF       | Taking inventory of everything in the cold storage; taking inventory of cap assets in the various parts of the plant to be put into the sell sheet.  |
| 5/19/2006 | Penney,Ian           | FPI \$/payroll issues; coordinate teams; meet with Barry Group; call Gabe Gregory @ Quinlan.   |
| 5/19/2006 | Snedden,Nancy Leanne | equipment inventory; records review  |
| 5/19/2006 | Taub,Derrick Adam    | St. Joseph Possession and Control: Books and Records - search through records on location and catalogue relevant files. Fisherman Receivables - Review files searching for evidence of indebtedness of fishermen, loan applications, assignment of property/ catch etc. Equipment Listing - Facility tour with Brian Collier, former debtor staff. Identify, catalogue and photograph all equipment and key areas of the operations (freezer, cold storage, boiler capacity). Note key production capacity measures including boiler horse power, freezing capacity, cooking capacity etc. |
| 5/19/2006 | Willcott,Collette M. | Letters to various banks, faxing letter and telephone calls confirming receipt of correspondence and faxes and PPSA searches   |
| 5/19/2006 | Wong,Brenda          | Taking possession at St. Joseph - reviewing fisherman's a/r files, gst files, and a/p files. Discussion with Jan re miscell accounting/other issues.   |
| 5/20/2006 | Dhanani,Arif         | compiling information and drafting sell sheets for all four plants (Cheticamp, St. Joe's, Port de Grave and Anchor Point   |

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| 5/20/2006 | Groves, Brian M       | working on sell sheets, develop pics, calls to Port de Grave for additional info  |
| 5/20/2006 | Halley, Gordon J      | Download digital pictures bring disposable camera to Wal-Mart for developing.   |
| 5/20/2006 | Penney, Ian           | Sell sheets; e-mails; call Kavanagh, Jameel, Bougie; FPI  |
| 5/20/2006 | Snedden, Nancy Leanne | Sell sheets, fixed asset listings, picture inventory list reconciliation  |
| 5/20/2006 | Taub, Derrick Adam    | Sale Sheet - Prepare asset listing for St. Joseph shrimp facility. Label digital photos. Assist with drafting description of facility Throughput, storage capacity, freezing capacity, major equipment etc.   |
| 5/21/2006 | Dhanani, Arif         | Finalizing sell sheets for all four plants for distribution to interested parties   |
| 5/21/2006 | Gladwin, Alan         | update notes and inventories, exchange emails and call with I Penney  |
| 5/21/2006 | Halley, Gordon J      | Go to Wal Mart pick up developed pictures & bring to office. Review sell sheets etc.  |
| 5/21/2006 | Laiken, Adam RF       | Helping Arif create the sell sheets: pulling together asset listings for Port de Grave and Anchor Point, typing the sell sheet for Anchor Point, scanning pictures and putting them in word format; helping Derrick with the listing of assets at St. Joseph location   |
| 5/21/2006 | Penney, Ian           | Sell sheet; emails; calls from Jameel & Shawn   |
| 5/21/2006 | Snedden, Nancy Leanne | Sell Sheets   |
| 5/22/2006 | Dhanani, Arif         | Attendance at Port de Grave plant to oversee and supervise final clean up work; discussions with Steve Williams, plant manager concerning ice pound and removal of ice.   |
| 5/22/2006 | Penney, Ian           | Send out sell sheet; calls from potential purchasers and interested parties; Calls from Shawn, Jameel.  |
| 5/22/2006 | Snedden, Nancy Leanne | Investigate break in at Port De Grave Plant   |
| 5/23/2006 | Bougie, Robert J      | review sell sheets; review numerous e-mails to/from BNS & Paterson Palmer re ongoing issues; meeting with B Grant and N Jacobs re independent legal counsel for the Interim Receiver; meeting with I Penney re sales process; drafting Interim Receiver's first report to court; conf call with J Sethi and D Daum  |
| 5/23/2006 | Dhanani, Arif         | Attendance at Port de Grave plant to tour potential purchasers including Quin-Sea, Beothic and Quinlan; attendance at St. Joseph's plant to obtain HST records; travel back to Port de Grave to tour potential purchaser P. Janes & Sons; discussion with Port de Grave Harbour Authority concerning wharf lease; discussion with Ron Daley of J.P.R. Trucking concerning forklift lease. |



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| 5/23/2006 | Gladwin, Alan         | Travel to Cheticamp; Calls with I Penney re status; View and catalogue returned Trucks; Tour with Joe Anthony of A&L Seafoods; Meeting with Dannie Hanson of Louisbourg Seafoods; Emails of info to A&L & Louisbourg Seafoods; Call with Greg Roach NS Dept Fisheries re status; meeting with accounting clerk; Forward payroll info to D&T NL; Attend at LaDique building, tour, take pictures; Meeting with P LeBlanc; Exchange emails I Penney & S Kavanagh re LaDique building; Meeting with P LeBlanc & Normand LeBlanc of Captain Dans re possible interest in assets; Call with Stuart Lamond of Fergusons Lobster re lease at Marie Joseph buying station; Update inventory lists; Instructions to maintenance staff; Email to I Penney re attendance at LaDique building |
| 5/23/2006 | Halley, Gordon J      | Update Ian Penney on Anchor Point plant. Prepare schedule of serial numbered chattels; discussion with Greg Connors of Paterson Palmer re s/n goods; arrange for and check typing of inventory count; discussions with Keith Hollett plant mgr Anchor Point; prepare expense report.  |
| 5/23/2006 | Penney, Ian           | Meet with Bruce and Shawn; review/send supplemental information package; calls with purchasers; Dave D and Jameel.  |
| 5/23/2006 | Snedden, Nancy Leanne | Fisher A/r Listing, Equipment & Fixed Asset review/comparison   |
| 5/23/2006 | Willcott, Collette M. | Typed inventory   |
| 5/24/2006 | Bougie, Robert J      | revisions to draft report to court; review offers received; conference call with J Sethi and D Daum re same; meeting the R Cooms and other former CFO; review Insurance binder; calls to insurance broker; detailed e-mail to broker; numerous discussions and directions to staff throughout day re ongoing issues; numerous disc throughout day with J Sethi; tel disc with S Kavanagh; numerous meetings and discussions throughout day with I Penney; meeting with I Penney re response to Fishery Products letter; review, responding and writing numerous e-mails re securing assets; two conference calls with J Sethi and D Daum  |
| 5/24/2006 | Dhanani, Arif         | Drafting memos regarding lease of forklifts, insurance binder; and Port De Grave Harbour Authority.   |
| 5/24/2006 | Fotheringham, Corey   | Forensic imaging two server drives for insolvency   |
| 5/24/2006 | Gladwin, Alan         | Visit Cheticamp Petro Canada re Howard Turner pick up; Attend at Harbour Authority re LaDique lease, meeting at DFO re same; Attend at Post Office, redirect mail; Calls with Cheticamp Port Authority; Letter to Nova Scotia Power Inc re continued service; Arrange retrieval of 100 HP Boiler; Review building dimensions, email to R Bougie; View Ice Plant at Harbour, meeting with P LeBlanc; Emails re repackaged product; Review lease with Harbour Authority, email to S Kavanagh of Patterson Palmer re same; Call with D Croft of ABCO re rented forklifts; Attendance at Plant  |
| 5/24/2006 | Halley, Gordon J      | Review PPSA Search; Set up engagement on system; arrange electronic banking; prepare & post deposit, issue cheque & review Court Order  |
| 5/24/2006 | Penney, Ian           | Meet with Roger/Steve; calls from interested parties; administration of estate.   |

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|           |                       | numerous tel disc throughout the day with J Sethi; detailed meeting with staff re setting priorities and ongoing responsibilities; numerous e-mails through the day with legal counsel for the Receiver and the Bank; tel disc (x3) with Cal LeGrow re insurance coverage; responding to numerous tel calls from various stakeholders; tel disc with Fisher Products; review and editing conditions of sale re tender package; numerous e-mails and tel disc with Deloitte network re identifying global players as potential purchasers; letter to Giltzir Bank; review sales parcels; ongoing file supervision and management |
| 5/25/2006 | Bougie, Robert J      |   |
| 5/25/2006 | Dhanani, Arif         | Drafting tender package.  |
| 5/25/2006 | Fotheringham, Corey   | forensic rebuilding of server drives seized   |
| 5/25/2006 | Gladwin, Alan         | Attendance at CP Plant, reviewing records, packing computers and records, instruction to staff re maintenance, call with I Penny, review email re LaDigue, meeting with Pierre LeBlanc, Travel  |
| 5/25/2006 | Halley, Gordon J      | Meeting with B. Bougie, Ian Penney, Nancy & Arif for delegation of tasks. Review documentation on M/Vessels. Review documentation on frozen inventory. Discussion with S. Kavanagh on land ownership/leases. Dealing with banking arrangements.   |
| 5/25/2006 | Penney, Ian           | FPI issues; calls to Shawn, Bruce, etc.; tender planning  |
| 5/25/2006 | Snedden, Nancy Leanne | Tender info re f/s, equipment & description of business; Meeting with team; Various discussions with Roger regarding computers, reconciliations & T4s/ROEs  |
| 5/25/2006 | Willcott, Collette M. | Letters to financial institutions re: safety deposit boxes  |
| 5/26/2006 | Bougie, Robert J      | finalize sales package; tel disc with R Coombs; responding to tel calls; ongoing tel and e-mail corresp with Stewart McKelvey and Pattenon Palmer; tel disc with J Sethi; research re potential purchasers; ongoing direction to staff re sales process   |
| 5/26/2006 | Dhanani, Arif         | Drafting tender package.  |
| 5/26/2006 | Gladwin, Alan         | Travel to Marie Joseph buying station, view assets, take pictures, meeting with representative of Ferguson Lobster Pound, review fax from Vernon Deon Lobster Plugs, call with Harbour Authority, call from maintenance staff re progress, call with Pierre LeBlanc re records and LaDigue  |
| 5/26/2006 | Halley, Gordon J      | Prepare P/R cheques; review frozen inventory with Ian, Set-up tender request list, Arrange Tender Advertising, cost, dates size etc., prepare tender descriptions, various phone calls, misc sundry matters   |
| 5/26/2006 | Handrigan, Mary       | Assisting I. Penny  |
| 5/26/2006 | Penney, Ian           | Deposit to bank; tender package (review/revise); calls with Dave D, Jameel, Shawn, Bruce  |
| 5/26/2006 | Snedden, Nancy Leanne | Books & Records inventory   |
| 5/26/2006 | Willcott, Collette M. | Letter regarding selling assets   |
| 5/28/2006 | Penney, Ian           | Organize files; prepare "to do" list for each team member; review week's correspondence; calls; memos; etc.   |
| 5/29/2006 | Bougie, Robert J      | tel disc with Barrie Group; tel disc with J Sethi; tel disc with S Kavanagh; meeting with staff throughout day re operational issues such as sale of inventory, sales process; La Scio, La Digue, return of vehicles etc; receipt and responding to numerous e-mails; disc with I Penney; review final information package; ongoing partner supervision   |

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| 5/29/2006 | Dhanani, Arif         | meeting with Bob Bougle, Ian Penney and Gord Halley regarding next steps; meeting with Nancy Snedden regarding A/R trade and fisher and cold storage facilities where we may have inventory. Documenting cold storage facilities dealt with by Sea Treat and reviewing work done to date by Nancy Snedden.   |
| 5/29/2006 | Gladwin, Alan         | Calls with Pierre LeBlanc re LaDique; Call with Stewart Lamont Fergusons Lobster re Marie Joseph and exchange of emails and faxes; Calls and exchanges of emails with Rejean Aucoin lawyer Cheticamp Harbour; Travel NL; Call with former payroll accountant; Calls with plant engineer and maintenance re progress on shutting down freezer system; Review lease agreement on Marie Joseph; Meetings and emails with Bougle & Penney re LaDique; Call to NS Fisheries licensing, obtain and review copies of licenses |
| 5/29/2006 | Halley, Gordon J      | Distribution of Tender Packages; Disc regarding Fleur de Lys location; Make travel arrangements to Fleur de Lys; Arrange newspaper advertising; Disc with Arif on frozen inventory; Make contact with Warren Hancock concerning assets in Harbour Breton; Disc with Bruce Grant at Stewart McKelvey re vessels; Accounts payable cheques; Telephone calls; disc with Collette on responses fr financial institutions on bank a/c's and safety deposit boxes; misc sundry matters.                                      |
| 5/29/2006 | Howell, Emily S       | Preparing correspondence, fillinm assisting with distribution of tender package  |
| 5/29/2006 | Howse, Melinda Mary   | Emailing and faxing tender packages, locally, nationally and internationally.  |
| 5/29/2006 | Penney, Ian           | Talk to prospective purchasers; sell vehicles; e-mails; calls; meet with Bougle  |
| 5/29/2006 | Putt, Susan Michele   | Calculation of payroll deductions for Gord Halley on two paycheques  |
| 5/29/2006 | Snedden, Nancy Leanne | Equipment Inventory at St. Josephs - removal by Fitzpatrick's  |
| 5/29/2006 | Willcott, Collette M. | Letters and faxing   |
| 5/30/2006 | Bougié, Robert J      | letter to Nfid Harvesters re La Scie mortgage; letter to Cold North re information requests and settlement of FPI monies; tel disc with J Sethi; e-mails to/from B Grant re FPI; meeting with staff re sale of inventory and notices to A/R; tel disc (x3) with Rogers Coombs; re-drafting report to court to reflect new sales process; numerous e-mails and tel disc throughout day with S Kavanagh; tel disc with D Moores re La Scie mortgage; ongoing partner supervision and responding to staff enquiries       |
| 5/30/2006 | Dhanani, Arif         | Attendance at St. Joseph's to review books and records available, including removal of records from Cold North location and transfer to St. Joseph's; calling various cold storage providers to determine quantity and type of inventory located at various suppliers; documenting subject inventory in control sheet; obtaining names of and contacting various Interested purchasers of inventory.   |

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| 5/30/2006 | Gladwin, Alan         | Call to Nova Cold Consolidated re product stored; Call with S Kavanagh re LaDigue; Calls with Ted Chiasson Small Crafts & Harbours re lease at LaDigue and options; Fax Court documents to Chiasson; call with Rejean Aucion lawyer Cheticamp re Harbour Authority position; arrange for return of Cheticamp payroll computer from J&K Fisheries; Exchange emails with S Lamont of Ferguson lobster re rent payments on Marie Joseph; Call with Nova Cold Consolidated re inventory on hand, review listing received                                      |
| 5/30/2006 | Halley, Gordon J      | Disc with Royal Bank on Bank a/c's & SD Boxes. Disc with Chronicle Herald, calls on tender pkgs; prepare payroll, misc sundry matters   |
| 5/30/2006 | Handrigan, Mary       | Administrative duties   |
| 5/30/2006 | Moore, Lindsay M      | banking   |
| 5/30/2006 | Penney, Ian           | e-mails; inventory issues; plan FDL; A/R - trade; calls   |
| 5/30/2006 | Putt, Susan Michele   | Made updates to the payroll calculations for Gord Halley  |
| 5/30/2006 | Snedden, Nancy Leanne | Equipment Inventory at St. Josephs - removal by Fitzpatrick's; sort through various books and records; discussion with Roger re package inventory & reconciliation  |
| 5/30/2006 | Willcott, Collette M. | A/R letters, typing correspondence, calls to banks and faxing info  |
| 5/31/2006 | Bougie, Robert J      | additional amendments to report to court; several tel disc with potential purchasers; tel disc with Cal de Grow re insurance coverage; tel disc with D Moores re La Scie mortgage; ongoing discussions/meetings with staff re ongoing issues; meeting with S Kavanagh, I Penney and team re summary of o/s issues and planning for resolution re same   |
| 5/31/2006 | Dhanani, Arif         | Compiling a master listing of inventory at Port de Grave and at outside storage suppliers, including making follow up calls to those suppliers that had not responded to the Receiver's request for an inventory listing; contacting and sending out inventory listing to potential inventory purchasers; contacting and corresponding with utility and telephone companies to evaluate open accounts and transfer PDG, St. Joseph's and Anchor Point accounts into the Interim Receiver's name; meeting with Sea Treat team to discuss go forward steps. |
| 5/31/2006 | Gladwin, Alan         | review letters from Cheticamp Harbour Authority re La Digue lease, forward same to S Kavanagh, calls with Rejean AuCoin lawyer for Harbour authority, email copy of security to Aucion; Reviewing vessel mortgage transcripts, exchange of emails with B Grant, Stewart McKelvey; review fisher receivables in relation to vessel mortgages; meeting with I Penney, B Bougie, S Kavanagh re outstanding issues; Arrange continued maintenance at Cheticamp plant; Prepare summary memo of recovery remedies available to Trustee in Bankruptcy.           |
| 5/31/2006 | Halley, Gordon J      | Travel to Fleur de Lys, inspect plant and perform physical inventory count. View plant at La Scie and photograph capelin pumps. Return to St. John's.   |
| 5/31/2006 | Handrigan, Mary       | Assisting I. Penny  |
| 5/31/2006 | Howse, Melinda Mary   | Preparing list of where tender packages were sent.  |
| 5/31/2006 | Penney, Ian           | Calls from Roger; e-mails; review correspondence; meet with Shawn.  |
| 5/31/2006 | Snedden, Nancy Leanne | sort through fixed asset records for 2005; review of insurance files; meeting with Bob, Shawn, Al, Ian & Arif   |

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| 5/31/2006 | Willcott, Collette M. | A/R letters  |
| 6/1/2006  | Bennett, Tanya Leanne | travel to St. Joseph's, discussions with Nancy, etc on the work review cases for precedent orders re sealing of offers re sales process; forwarding same to Steward McKelvey and Paterson Palmer with notes; review letter from G Dickie re Cold North settlement and forwarding and discussion re same with G Grant; review letter from Moores Andrews Collins re Newfoundland Harvestors mortgage on La Sie forwarding and discussion of same with S Kavanagh; tel disc with I Penney; tel disc with J Sethi; review and responding to e-mails |
| 6/1/2006  | Bougie, Robert J      | Updating inventory listing for outstanding information received from Allied Cold Storage; sending updated listing to potential purchasers; update Fleur de Lys parcel for additional information; attendance at St. Joseph's to review existing records in plant; attendance at PDG for town hall meeting; distributing current week contractor compensation.  |
| 6/1/2006  | Dhanani, Arif         | several phone calls to Sept-Iles office and Arif re: location of St-Paul's and civic address; information as to travel arrangements and reporting  |
| 6/1/2006  | Gagnon, Ronald        | Calls re inventory; Calls re packaging stored offsite in Cheticamp; Prepare tender description re Marie Joseph; Prepare draft letters to Cheticamp Harbour Authority and Kent Robinson re La Digue property; Exchange of emails with S Kavanagh re La Digue; E mail to Cecily Strickland re registration of Sacrey vessel mortgage; Review Howard Turner security (Marie Joseph) and Englee security; Travel   |
| 6/1/2006  | Gladwin, Alan         | Call with Linda Riles NS Fisheries & Aquaculture re Howard Turner fish licenses  |
| 6/1/2006  | Halley, Gordon J      | Disc with Dept fisheries on licenses; prepare amendment to tender package for Fleur de Lys; download pictures Fleur de Lys & La Scie; Take calls on tender, Meet with Ian and discuss condition of Fleur de Lys plant etc. Misc sundry matters.  |
| 6/1/2006  | Howse, Melinda Mary   | Emailing and faxing tender packages.   |
| 6/1/2006  | Penney, Ian           | Calls, e-mails; review correspondence; town meeting PDG  |
| 6/1/2006  | Penney, Ian           | Re: PDG meeting  |
| 6/1/2006  | Snedden, Nancy Leanne | meeting @ PDG; review of Company books and records at St. Josephs; fixed asset review/Rogers response  |
| 6/1/2006  | Willcott, Collette M. | Redirection of mail, travel to post office, tying inventory, opening mail  |
| 6/2/2006  | Bennett, Tanya Leanne | meetings and discussions with Nancy on the file. Reviewing through information from Nancy  |
| 6/2/2006  | Bougie, Robert J      | tel disc with I Penney; review letters (x2) from R Coombs; review letter from G Dickie; tel disc with J Sethi; review and responding to numerous e-mails   |
| 6/2/2006  | Dhanani, Arif         | Update Marie Joseph tender package parcel; meeting with Sea Treat team to discuss go forward steps; discussion with Nancy Snedden regarding tasks to allocate to new staff next week; e-mails to interested parties for purchase of inventory regarding requirement for bids to be in on Monday, June 5, 2006; corresponding with inventory purchasers and storage suppliers.  |

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|----------|-----------------------|---|
| 6/2/2006 | Halley, Gordon J      | Meet with Ian, Nancy and Arif. - travel fr St. John's to Port de Grave- to St. Joseph's to St. John's to show packaging materials to R. Coombs and to inspect items stored in old school, tender calls etc. |
| 6/2/2006 | Howse, Melinda Mary   | Faxed and emailed updated tender package.   |
| 6/2/2006 | Penney, Ian           | Conf call with BNS, Kavanagh; Roger : packaging, RBC \$, cars, etc.; e-mails; calls from prospective purchasers and interested parties.   |
| 6/2/2006 | Snedden, Nancy Leanne | Correspondence & phone calls with Caisse Populaire; prepare information package; update discussion with Tanya; Meeting with Ian & Arif  |

June 12, 2006

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| Professional   | Position       | Hours | Rate   | Fees                       |
|--|----------------|-------|--------|----------------------------|
| Amirault,Dennis A  | Manager        | 35.5  | 200.00 |                            |
| Bennett,Tanya Leanne                                     | Manager        | 5.3   | 200.00 |                            |
| Bougie,Robert J  | Partner        | 106.0 | 500.00 |                            |
| Brown,Peter Ernest                                       | Partner        | 2.5   | 400.00 |                            |
| Carr,Steven  | Manager        | 37.5  | 200.00 |                            |
| Dhanani,Arif   | Senior Manager | 111.0 | 400.00 |                            |
| Fotheringham,Corey                                       | Senior Manager | 5.0   | 400.00 |                            |
| Gagnon,Ronald  | Senior Manager | 0.9   | 400.00 |                            |
| Gladwin,Alan   | Director       | 106.3 | 400.00 |                            |
| Groves,Brian M   | Senior Manager | 33.5  | 300.00 |                            |
| Halley,Gordon J  | Manager        | 85.0  | 200.00 |                            |
| Handrigan,Mary   | Senior         | 1.8   | 125.00 |                            |
| Howell,Emily S   | Senior         | 9.5   | 125.00 |                            |
| Howse,Melinda Mary                                       | Senior         | 10.5  | 125.00 |                            |
| Laiken,Adam RF   | Manager        | 29.0  | 200.00 |                            |
| Moore,Lindsay M  | Senior         | 0.2   | 125.00 |                            |
| Penney,Ian   | Senior Manager | 162.7 | 300.00 |                            |
| Putt,Susan Michele                                       | Senior         | 0.8   | 125.00 |                            |
| Snedden,Nancy Leanne                                     | Manager        | 130.5 | 200.00 |                            |
| Taub,Derrick Adam  | Manager        | 22.7  | 300.00 |                            |
| Willcott,Collette M.                                     | Senior         | 19.5  | 125.00 |                            |
| Wong,Brenda  | Manager        | 21.5  | 300.00 |                            |
| Total  |                | 937.2 | 304.36 | - Blended Rate             |
| Total Fee  |                |       |        | \$285,247.50               |
| Expenses (Hotel, airfare, parking, mileage, meals, etc.) |                |       |        | <u>19,940.10</u>           |
| Sub Total  |                |       |        | 305,187.60                 |
| HST @ 15%  |                |       |        | <u>45,778.14</u>           |
| <b>Total Amount Due</b>                                  |                |       |        | <b><u>\$350,965.74</u></b> |

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www.deloitte.ca

Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: July 5, 2006  
Invoice No: 1794585  
Client/Mandate No: 743078/5600421  
Billing Partner: B. Bougie

GST Registration No: R101330793

**Attention: Mr. Jameel Sethi, Vice President**

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### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period June 3 to 23, 2006.

| Date     | Professional              | Description of Work Performed  |
|----------|---------------------------|--|
| 6/3/2006 | Snedden, Nancy Leanne     | Info for Tanya, discussion with Arif, file review of company a/r, a/p, fixed assets.   |
| 6/4/2006 | Penney, Ian               | E-mails; correspondence; planning for upcoming week.   |
| 6/4/2006 | Snedden, Nancy Leanne     | File co ordination, letter to Roger  |
| 6/5/2006 | Bennett, Tanya Leanne     | Travel to and from St. Joseph's and working through files in Steve's office.   |
| 6/5/2006 | Bougie, Robert J          | Telephone discussion with I Penney; review and responding to numerous e-mails re insurance coverage, litigations, sales process, missing assets; tel disc with J Sethi;  |
| 6/5/2006 | Dhanani, Arif             | Review of response letter to Roger Coombs drafted by Nancy Snedden; attendance at St. Joseph's plant and reviewing books and records located therein.  |
| 6/5/2006 | Gladwin, Alan             | Call with Ted Chaisson Small Crafts & Harbours re La Digue; exchange of several email shawn Kavanaugh re La Digue; Letter to Kent Robinson Binham McCauly re LDCB/La Digue; Revise letter to Cheticamp Harbour Authority; Letter to Transport Canada re Vessel Mortgages; Travel; Review email from Stewart McKelvey re vessel transcripts; Review Vessel Transcripts from Transport Canada; Email to Cheticamp Harbour Authority small Crafts & Harbours re La Digue; Exchange of emails with Shawn Kavanaugh re locating security on Howard Turner/Marie Joseph; Review fax from S Kavanaugh re security on Fleur de Lys |
| 6/5/2006 | Halley, Gordon J          | Accounts payable, banking, tender calls etc.   |
| 6/5/2006 | Handrigan, Mary Elizabeth | Photocopying   |

**Please Return One Copy With Remittance**

Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.



July 7, 2006

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|          |                          |  |
|----------|--------------------------|--|
| 6/5/2006 | Penney,Ian               | Billing; e-mails; calls; correspondence; open mail; call Bruce; prospective purchasers   |
| 6/6/2006 | Bennett,Tanya Leanne     | Travel to and from St. Joseph's, sifting through the remainder of the records  |
| 6/6/2006 | Dhanani,Arif             | Finalizing inventory sale spreadsheet; going over spreadsheet with Ian Penney; drafting invoices for each successful purchaser and releasing with communication via e-mail; responding to questions from Arcticwater Seafoods and Rio Import/Export; e-mail to Newfoundland Power regarding lack of response; finalizing draft letter to Roger Coombs in respect of various outstanding issues; contacting Allied Cold Storage regarding outstanding storage balance.  |
| 6/6/2006 | Gladwin,Alan             | Calls and letters to NS and NL vehicle registry requesting searches. Exchange emails Rejean Aucoin Cheticamp economic Assoc. Call from John McFarlane Stewart McKelvey re dealings with Sky Fish Ltd. Review invoices re recent exports to U.S. Letter to Customs Broker Deringer and Aiden Daley re exports in U.S. Call with prospective purchaser re Marie Joseph. Review insurance binder retrieved from plant. Call from NS Registry motor vehicles re search, email to NS RMV. Review letter from Binham McCauley re LDCB/La Digue, email to S. Kavanaugh re same. Review fax from NS Registry Motor Vehicles on search results. Prepare vessel 7 mortgage schedule. |
| 6/6/2006 | Halley,Gordon J          | Tenders; phone calls, etc.   |
| 6/6/2006 | Handrigan,Mary Elizabeth | Photocopying   |
| 6/6/2006 | Penney,Ian               | Forklift issues; inventory issues; insurance; tender calls/issues; correspondence. Open mail.  |
| 6/7/2006 | Bennett,Tanya Leanne     | Working through receivables files, letters to trade A/R and the responses re: the same.  |
| 6/7/2006 | Dhanani,Arif             | Review of accounts receivable exercise with Tanya Bennett and responding to various questions regarding same; e-mails to potential inventory purchasers; conference call with Ian Penney, Bruce Grant and Shawn Kavanagh; discussion with NewfoundlandPower regarding open accounts and identification of location; review of final draft of letter to be sent to Roger Coombs regarding outstanding issues.   |
| 6/7/2006 | Gladwin,Alan             | Review property tax schedule La Digue. Review fisher AR in relation to Mortgages. Review NS RMV search compare to assets lists/security. Lengthy call Ted Chisasson Small Crafts & Harbours re La Digue. Exchange of emails Dept of Transport re necessity for certified Court Order. Email memo to I Penney re Lucy Rose Vessel/ BNS security. Commence letter to Paradis Hotton inquiring re St. Pauls lease.  |
| 6/7/2006 | Halley,Gordon J          | Tenders, phone calls   |
| 6/7/2006 | Handrigan,Mary Elizabeth | Photocopying   |

July 7, 2006

Page 3

|          |                          |   |
|----------|--------------------------|---|
| 6/7/2006 | Penney,Ian               | E-mails; calls; tender calls; letter to Roger; offer from Cold North (call Daum, etc.); call Bruce, Shawn re: o/s items and letters; flift conf. call. Open mail,   |
| 6/8/2006 | Bennett,Tanya Leanne     | Travel to Port de grave and St. Joseph's to show the plants to potential buyers.; Continuing with Receivables files, etc.   |
| 6/8/2006 | Bougie,Robert J          | Telephone discussion with I Penney re insurance coverage; tel disc with A Dhanani re Port De Grave Harbour Authority; numerous tel disc and e-mails throughout day re sales process; o/s litigations, insurance; Cold North missing assets; review and comment on draft letter to Combs; corresp with B Grant and S Kavanagh  |
| 6/8/2006 | Dhanani,Arif             | Drafting correspondende to Newfoundland Power regarding utilities to be continued at Port de Grave and St. Joseph's; reviewing fax from Harbour Authority of Port de Grave and drafting e-mail to Shawn Kavanagh regarding same; reviewing e-mail from Arcticwater Seafoods regarding weight discrepancy in product to be purchased, revision of invoice sent and release of same to purchaser; drafting letter to cold storage suppliers regarding inventory activity; communication with Harbour Authority of Port de Grave concerning information requested, including review of information sent in;                            |
| 6/8/2006 | Gladwin,Alan             | Complete letter re St. Pauls lease. Calls to locate lawyer for Fisherman committe in St Pauls. Letter to White Ottenheimer Baker requesting lease info on St Pauls.Email to G Conner Patterson Palmer re updatre on status of MNArie Joseph search. Review correspondence from Key McNight Maynard re Sogelco Int. action. Email to coroto Sevilla BNS re Lucy Rose mortgage documents. Review email from R Coombs re Lucy Rose.Calls with Rejean Aucoin and P LeBlanc re sale of Cheticamp and status of La Digue.Exchanges of emails with R Aucoin re La Digue. Call to Nova Scotia Power re status of account swith over.Travel. |
| 6/8/2006 | Halley,Gordon J          | Tenders; phone calls  |
| 6/8/2006 | Handrigan,Mary Elizabeth | Photocopying  |
| 6/8/2006 | Penney,Ian               | Meet with insurance, call Bougie on insurance; meet with Roger and Steve; e-mails; calls; tender calls; correspondence. Open mail.  |
| 6/9/2006 | Bennett,Tanya Leanne     | Discussion re: receivables, getting an idea of what to complete with A/R and subsequent payments; Discussion on trip to Port De Grave and St. Joseph's and tour of plant.   |
| 6/9/2006 | Bougie,Robert J          | Conference call with S Kavanagh, I Penney and A Dhanani   |
| 6/9/2006 | Dhanani,Arif             | Conference call with Bougie, Kavanagh and Penney regarding HA of Port de Grave; call to HA; drafting undertaking for Nova Cold; e-mail to Roger Coombs regarding Allied; ammending utilities letter to Nfld Power and release.  |
| 6/9/2006 | Gladwin,Alan             | Call with Corito BNS re Lucy Rose security; review Receiver supplier invoices received; review misc correspondende from suppliers and creditors   |
| 6/9/2006 | Halley,Gordon J          | Accounts payable - tenders etc.   |

July 7, 2006

Page 4

|           |                          |   |
|-----------|--------------------------|---|
| 6/9/2006  | Penney,Ian               | E-mails; correspondence; calls; tender calls; planning.   |
| 6/11/2006 | Penney,Ian               | Emails; correspondence.   |
| 6/12/2006 | Bougie,Robert J          | Review and comment on draft court materials; tel disc (x3) with I Penney; responding to numerous e-mails; tel disc with A Dhanani; review offers submitted re sales process; conference call with J Swethi, D Daum et al; tel call from R Walker  |
| 6/12/2006 | Dhanani,Arif             | Review of e-mail from Bruce Grant re: undertaking to Nova Cold and release of undertaking; review of Nfld Power electrical services contracts; release of request for inventory shipping information correspondence to cold storage providers; release of letter to Harbour Authority of Port de Grave.   |
| 6/12/2006 | Gladwin,Alan             | Review fax from Cheticamp Economic Council; Review ship mortgages received from Dept transport; exchanges email C Sevilla re security on Lucy Rose; email to I Penney re info needed on Lucy Rose; email to C Sevilla requesting mortgage copies; call with C Comeau NS Power; email to S Kavanaugh re Lucy Rose; review Roddickton lease; review email re Roddickton lease; fax letter to BNS Real Estate re Roddickton lease; call with P LeBlanc re Lasdigue; Travel; review tender offers with I Penney; prepare summary of offers received |
| 6/12/2006 | Halley,Gordon J          | Accounts payable; met with Rick Fifield concerning security invoice; numerous discussions with prospective tenderers; disc with bank on tel tsf of bid deposits; bank reconciliation, misc sundry matters.  |
| 6/12/2006 | Penney,Ian               | Conference call on tender bids; review offers on tender; e-mails/calls; correspondence; open mail; reveiw/revise IR's report to court   |
| 6/13/2006 | Bennett,Tanya Leanne     | Reconciling A/R   |
| 6/13/2006 | Dhanani,Arif             | Finalizing undertaking for storage fees with Nova Cold; finalizing electricity supply contracts with Nfld Power; contacting Argentia Freezers & Terminals regarding inventory on hand; discussion with Arcticwater Seafood regarding inventory purchase; telephone call with Terry Collins of Quinlan's regarding purchase of herring at Port de Grave; discussions with Ian Penney and Al Gladwin regarding bids and go forward strategy.  |
| 6/13/2006 | Gladwin,Alan             | Letter to R Coombs re Roddickton lease; calls to tax and assessment offices in NS; Letter to Eastern NS Assessment office re Cheticamp Packers occupancy taxes; call with D Jenkins re Cheticamp maintenance/repairs; call with Aliant reps re various phone accounts; letter to Aliant re Court order and accounts; reviewing large quantity of mail, bank statements, supplier correspondence and CRA correspondence  |
| 6/13/2006 | Halley,Gordon J          | Calls from bidders, Discussions with Ian concerning Englee and Roddickton assets. Disc and arranging with Clyde Wells for viewing of Englee plant. Make travel arrangements.;   |
| 6/13/2006 | Handrigan,Mary Elizabeth | Banking etc.  |
| 6/13/2006 | Elizabeth                | Photocopying  |
| 6/13/2006 | Penney,Ian               | Correspondence; insurance issues; e-mails; calls; meet with Dickie; talk to Bruce and Shawn.  |

July 7, 2006

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|           |                          |  |
|-----------|--------------------------|--|
| 6/14/2006 | Bennett,Tanya Leanne     | Reconciling A/R, etc.  |
| 6/14/2006 | Dhanani,Arif             | Reviewing correspondence from Greg Dickie regarding various items related to Cold North; meeting with Sea Treat team for briefing on current status of bids and next steps; draft of letter to Beaver Street Fisheries regarding Cold North outstanding invoice and demand for amounts owing to Sea Treat; draft of correspondence to A&L Seafoods regarding unsuccessful bid for Cheticamp and release of deposit cheque; contacting potential inventory purchasers; drafting undertaking to Nova Cold lfor sale of inventory to Rio Import Export; discussions with Clem Drake regarding purchase of bait. |
| 6/14/2006 | Gladwin,Alan             | Call with Eugene Laydeen re payroll; reviewing Patterson Palmer search results memo; email to C Sevilla requesting bank acct info; review faxes from Aliant re phones, email to Aliant re same; reviewoing bank acct info received fron C Sevilla; email to G Conners requesting further search work on Marie Joseph   |
| 6/14/2006 | Halley,Gordon J          | Travel to Englee & Roddickton. Perform physical inventory count at Englee; show bldg. meet with mayor, oversee govt; inspector. Inspect bldg in Roddickton meet with BNS official and meet with Mary Adams restaurant owner (both tenants)   |
| 6/14/2006 | Handrigan,Mary Elizabeth | Photocopying   |
| 6/14/2006 | Penney,Ian               | Emails/calls; planning meeting; calls Bruce, shawn, roger, Jack, Mike Drover, Bill B., Bougie; review bankruptcy option;   |
| 6/14/2006 | Snedden,Nancy Leanne     | Meeting with Ian, Al, Arif; meeting with Tanya re A/R progress; review of 2004 year end file, calls to Aims, Royal bank & caisse populaire, and Roger.; gathering missing/additional A/R info for Tanya; Gathering info re reasons to bankrupt the company ex dividends \$   |
| 6/15/2006 | Bennett,Tanya Leanne     | Working through A/R. Organizing binder, etc  |
| 6/15/2006 | Dhanani,Arif             | Discussions with Beaver Street Fisheries' legal counsel regarding Interim Receiver's A/R collection letter, follow up letter and demand for payment of outstanding A/R; finalizing arrangements with Nova Cold for pick up of inventory by purchasers RioImport/Export and Arcticwater; discussion with Halifax office regarding pick up of cheques related to inventory from Nova Cold; drafting preliminary statement of realizations for other assets for BNS; begin drafting memo for final statement of realizations.   |
| 6/15/2006 | Fotheringham,Corey       | Data reconstruction and recovery for Project SEATREAT  |
| 6/15/2006 | Gladwin,Alan             | Discussion re Englee & Rodickton insurance; call with S Lamont Ferguson Lobster re Marie Joseph lease; update vessel/ mortgage schedule; review Howard Turner Or financial for assets; review Cheticamp Packers internal wirking papers re transfer of LaDigue building; call with Ted Chiasson Fisheries NS; travel; fax to Wayne White law office re stay of proceeding on action commenced by NL Containers   |
| 6/15/2006 | Halley,Gordon J          | Download and copy to discs pictures of Roddickton and Englee premises. Accounts payable. Payroll. Calls re tenders;; banking etc.  |

July 7, 2006

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|           |                              |  |
|-----------|------------------------------|--|
| 6/15/2006 | Handrigan, Mary<br>Elizabeth | Photocopying   |
| 6/15/2006 | Penney, Ian                  | Talk to Gord re: Englee/Roddickton; call Jameel, Neil, Susan, Shawn, Art D.; estimated realizations on "other assets"  |
| 6/15/2006 | Snedden, Nancy Leanne        | Sorting/opening mail; discussions with Roger re o/s list and trip to St. Josephs   |
| 6/16/2006 | Bennett, Tanya Leanne        | Driving to St. Joseph and back, meetings with Steve and Roger.   |
| 6/16/2006 | Bougie, Robert J             | Review draft APA; review multiple versions of revised court documents and comments thereon, review revised report to court; tel disc with I Penney; conference call with I Penney, S Kavanagh and S Norman; review and responding to numerous e-mails  |
| 6/16/2006 | Dhanani, Arif                | E-mail to N. Snedden regarding settlement of Rio Import/Export trade A/R balance; revising equipment listings and provision of same to Shawn Kavanagh to include in P&S agreement; review of P&S agreement; drafting letters to unsuccessful bidders and returning deposits; drafting invoice to International Bait for sale of Port de Grave herring; release of same and discussion with International Bait; begin review of documentation on Shippagan lawsuit. |
| 6/16/2006 | Halley, Gordon J             | Accounts payable, refund of tender deposit, arranging alternate inspection of Anchor Point plant, discussions re chemicals at Anchor Point.  |
| 6/16/2006 | Handrigan, Mary<br>Elizabeth | Photocopying   |
| 6/16/2006 | Moore, Lindsay M             | Banking  |
| 6/16/2006 | Penney, Ian                  | Review/revise IR's report to court; calls/E-mails; conf call re Order, application, report, etc; meet with insurance; correspondence; review APS   |
| 6/16/2006 | Snedden, Nancy Leanne        | Trip to St. Josephs to go through files with Roger & Steve.; sorting/opening company mail.; discussion with Ian/Gord re anchor point   |
| 6/18/2006 | Penney, Ian                  | Review P&SA; correspondence; e-mails; etc.   |
| 6/19/2006 | Bennett, Tanya Leanne        | Adding some backup for receivables to file.  |
| 6/19/2006 | Bougie, Robert J             | Conference call with I Penney, S Kavanagh and S Norman; review and responding to numerous e-mails; tel disc (x3) with J Sethi; tel disc with I Penney; conf call with I Penney and S Kavanagh; conf call with J Sethi and S Kavanagh; numerous e-mails to/from Patterson Palmer and Stewart McKelvey   |
| 6/19/2006 | Gladwin, Alan                | Quality review 1st interim Court Report; reviewing draft asset purchase agreement; call with Bren Follett BNS re bank accounts, mail; email and letter to B Follet re bank accounts; email to R Coombs re returning mail; calls and emails with Susan Norman of Stewart McKelvey re asset purchase agreement, calls with I Penney re same; review letter from white Ottenheimer re St Pauls lease; travel  |
| 6/19/2006 | Handrigan, Mary<br>Elizabeth |  |
| 6/19/2006 | Penney, Ian                  | Correspondence, emails; prepare for court/smss   |

July 7, 2006

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|           |                          |   |
|-----------|--------------------------|---|
| 6/20/2006 | Bennett,Tanya Leanne     |   |
| 6/20/2006 | Bougie,Robert J          | Receipt and responding to numerous e-mails re closing issues; tel disc with S Kavanagh(x2) I Penney (x3) and A Dhanani (x2); review and comment on revised court and closing documents  |
| 6/20/2006 | Dhanani,Arif             | Completing draft of final statement of estimated realizations and e-mail regarding same to Ian Penney; discussions with Gord Halley regarding inventory deposits to be made, and cheque to be made out to Nova Cold, invoice for Port de Grave herring product sold to International Bait and request for confirmation of amount wired from them; contacting various document management organizations to determine appropriate records storage facility; discussion with Ian Penney regarding priorities; responding to e-mail from Shawn Kavanagh concerning Port de Grave lease. |
| 6/20/2006 | Fotheringham,Corey       | SEA TREAT follow up and assisted Emily Howell with recovery of data; final review of SEA TREAT data   |
| 6/20/2006 | Gladwin,Alan             | Calls with Penney re status of Court Application; Calls with S Norman re status of Court Application; email to Aliant re phone service continuation; review fax from NS Power re accounts; review and exchange of emails re land migration/title issues; and court application status; exchange emails S Kavanaugh re St Pauls lease; exchange emails S Kavanaugh re 2nd charge on Cheticamp  |
| 6/20/2006 | Halley,Gordon J          | Meeting with Ian ,Arif, Nancy & Al to organize & prioritize tasks; A/P ; Tel calls from creditors etc.  |
| 6/20/2006 | Moore,Lindsay M          |   |
| 6/20/2006 | Penney,Ian               | Calls, emails, mail; read correspondence; organize e-mails; call Shawn, Art   |
| 6/20/2006 | Snedden,Nancy Leanne     | Various a/r and bank related calls & meetings   |
| 6/21/2006 | Dhanani,Arif             | Review of accounts receivable and calls to various customers regarding outstanding balances; attendance in Port de Grave to obtain computers and files; attendance at St. Joseph's to obtain files.   |
| 6/21/2006 | Gladwin,Alan             | Meeting re outstanding items for sale; calls with Dale Jenkins re Cheticamp records; Reviewing insurance and appraisal reports, assemble property descriptions, emails to Art Dodd Barry Group re same.; travel; review letter from Denis Paradis lawyer Gaspé re St Pauls  |
| 6/21/2006 | Halley,Gordon J          | Calls from creditors; arrange for packing and shipping of corporate records in Anchor Point; Arrange for removal of hard discs from computers at Anchor Point; Discussions with Rick Fifield concerning bills for security; Prepare cks for Port de Grave and arrange for courier.Banking etc.  |
| 6/21/2006 | Handrigan,Mary Elizabeth |   |
| 6/21/2006 | Howse,Melinda Mary       | Photocopying bills/mail in regards to Sea Treat   |
| 6/21/2006 | Penney,Ian               | Meet with staff re: closing priorities; mail; e-mails; correspondence; call Shawn, Bruce, Art, Jack, etc.   |
| 6/21/2006 | Snedden,Nancy Leanne     | Records compilation/move  |

|           |                           |   |
|-----------|---------------------------|---|
|           |                           | Discussions with various inventory storage suppliers regarding inventory remaining; discussions with Orion Seafoods regarding purchase of inventory and release of listing of inventory remaining; drafting undertaking to Nova Cold Consolidated in respect of sale of product to Premium Seafoods; discussions with Ian Penney regarding file developments and court attendance; reviewing files for information on current litigation outstanding to develop statement of estimated realizations memo.   |
| 6/22/2006 | Dhanani, Arif             |   |
| 6/22/2006 | Halley, Gordon J          | Creditor calls; a/p ; arrangements to ship records from Cheticamp, disc with Midland transport etc.   |
| 6/22/2006 | Handrigan, Mary Elizabeth |   |
| 6/22/2006 | Penney, Ian               | Email; correspondence; call Bruce, Jameel, Shawn, Susan; locate STL offers; prepare/revise my affidavit; review other affidavits; work on bankruptcy memo; computer issues.   |
| 6/22/2006 | Snedden, Nancy Leanne     | Records compilation & move  |
| 6/23/2006 | Dhanani, Arif             | Discussions with NB Power regarding Shippagan wharf shack and bills received for various accounts; review of hydro bill received from NL Hydro and ensuring charges associated with same were not undertaken by Receiver; call to Nova Cold to receive update on latest undertaking; discussion with Ian Penney prior to court attendance; discussion with Gord Halley regarding Shippagan; discussions with and e-mail to Cheticamp Co-op regarding current equity balance; discussion with Mel Osmond regarding hydro bills; e-mail to Gord Halley regarding plant keys; administration - electronic files. |
| 6/23/2006 | Halley, Gordon J          | Making arrangements to remove company records from Cheticamp; Prepare listing of keys by location; meet with Rick Fidfield of security co re billings; misc phone calls   |
| 6/23/2006 | Handrigan, Mary Elizabeth |   |
| 6/23/2006 | Penney, Ian               | Prepare for/attend at court; finalize deal on tender assets.  |
| 6/23/2006 | Snedden, Nancy Leanne     | Records compilation/movement  |
| 6/23/2006 | Lewis, Matthew James      | Work at the fish plants, helping pack items for movers.   |
| 6/26/2006 | Penney, Ian               | Calls; e-mails; correspondence.   |
| 6/26/2006 | Gladwin, Alan             | calls from various crad fishermen - creditors   |
| 6/27/2006 | Lewis, Matthew James      | Work at the fish plants helping pack items for movers.  |
| 6/27/2006 | Halley, Gordon J          | Prepare cks; Discussions with Pitney Bowes; discussions with Mary Adams - tenant at Roddickton property; banking; obtain quotes on term deposits  |
| 6/27/2006 | Penney, Ian               | e-mails; calls; review LOI; conference with Bruce and Bob; meet with Arif; correspondence; etc.   |
| 6/27/2006 | Gladwin, Alan             | call with DFo re status of La Digue   |
| 6/28/2006 | Halley, Gordon J          | Obtain town assessments on Roddickton property; inquire concerning ownership of Home Hardware bldg in Roddickton; Discussions with Town of Anchor Point on residential property; inquiries to bank concerning wire transfers; banking   |
| 6/28/2006 | Snedden, Nancy Leanne     | A/R Trade review & calls  |
| 6/28/2006 | Penney, Ian               | E-mails; call Bruce; meet Arif; note to Jameel re: R&D + accruals   |

July 7, 2006

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|           |                              |   |
|-----------|------------------------------|---|
| 6/28/2006 | Handrigan, Mary<br>Elizabeth | photocopying  |
| 6/29/2006 | Howse, Melinda Mary          | Mailing T4's and ROE's.   |
| 6/29/2006 | Halley, Gordon J             | Accounts payable; disc with creditors; check banking for wire transfers   |
| 6/29/2006 | Snedden, Nancy Leanne        | fisher A/R review, gathering statement details  |
| 6/29/2006 | Penney, Ian                  | Review/revise other asset valuation spreadsheet; calls; e-mails; call Kevin Slaney; call Grant, Bougie Kavanagh, Corito; correspondence; mail |
| 6/29/2006 | Gladwin, Alan                | Call BNS re bank accounts   |
| 6/29/2006 | Handrigan, Mary<br>Elizabeth | photocopying  |
| 6/30/2006 | Howse, Melinda Mary          | Photocopying Sea Treat files.   |
| 6/30/2006 | Halley, Gordon J             | Accounts payable; creditor calls, banking, arrange for M/M placement of excess funds as per Corito's instructions.                            |
| 6/30/2006 | Snedden, Nancy Leanne        | WHSCC records review  |
| 6/30/2006 | Penney, Ian                  | Meet with Art; call with Bruce; Shawn; meet with Nancy + Arif; inventory issue; calls; e-mails; correspondence.                               |
| 6/30/2006 | Gladwin, Alan                | emails and calls re utilities and Fisher mortgages  |
| 6/30/2006 | Handrigan, Mary<br>Elizabeth | photocopying and uhaul  |

| Professional                 | Position       | Hours | Rate   | Fees           |
|------------------------------|----------------|-------|--------|----------------|
| Bennett, Tanya Leanne        | Manager        | 47.1  | 200.00 |                |
| Bougie, Robert J             | Partner        | 12.0  | 500.00 |                |
| Dhanani, Arif                | Senior Manager | 89.0  | 400.00 |                |
| Fotheringham, Corey          | Senior Manager | 10.0  | 400.00 |                |
| Gladwin, Alan                | Director       | 81.8  | 400.00 |                |
| Halley, Gordon J             | Manager        | 44.5  | 200.00 |                |
| Handrigan, Mary<br>Elizabeth | Senior         | 25.5  | 125.00 |                |
| Howse, Melinda Mary          | Senior         | 0.5   | 125.00 |                |
| Moore, Lindsay M             | Senior         | 0.4   | 125.00 |                |
| Penney, Ian                  | Senior Manager | 89.8  | 300.00 |                |
| Snedden, Nancy Leanne        | Manager        | 53.5  | 200.00 |                |
| Total                        |                | 454.1 | 302.97 | - Blended rate |

|  |                     |
|--|---------------------|
| Total Fee  | \$137,580.00        |
| Expenses (Hotel, airfare, parking, mileage, meals, etc.) | 11,671.39           |
| Sub Total  | 149,251.39          |
| HST @ 14%  | 20,895.19           |
| <b>Total Amount Due</b>                                  | <b>\$170,146.58</b> |



Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16th Floor  
Toronto ON M5H 1H1  
  
**Attention: Mr. Jameel Sethi, Vice President**

|                       |                |
|-----------------------|----------------|
| Date:                 | July 10, 2006  |
| Invoice No.:          | 1799516        |
| Client/Mandate No.:   | 743078/5600421 |
| Partner:              | B. Bougie      |
| GST Registration No.: | R101330793     |

## BILL

| Date      | Professional          | Description of Work Performed   |
|-----------|-----------------------|---|
| 6/6/2006  | Willcott, Collette M. | Attending to various administrative matters including recording transactions in Receiver's G/L  |
| 6/12/2006 | Brown, Peter Ernest   | Quality assurance partner review  |
| 6/23/2006 | Lewis, Matthew James  | Work at the fish plants, helping pack items for movers.   |
| 6/26/2006 | Gladwin, Alan         | Calls from various crab fishermen - creditors; email to Ferguson lobster re rent  |
| 6/26/2006 | Penney, Ian           | Calls; e-mails; correspondence.   |
| 6/27/2006 | Bougie, Robert J      | Review of LOI from Barry Group; e-mail to working group with comments thereon; conf call with I Penney and legal counsel re LOI and strategy re court application; review and responding to numerous e-mail; tel disc with J Sethi              |
| 6/27/2006 | Dhanani, Arif         | Calling utilities to transfer responsibility for accounts to new purchaser; finalizing sale of inventory with both Nova Cold and Premium Seafoods; meeting with Ian Penney regarding go forward actions.  |
| 6/27/2006 | Gladwin, Alan         | Call with D. Ferguson re status of La Digue; call with D Jenkins re records; call from Hans Beck Seafoods re account due to STL; exchanges of emails with Rejean Aucoin re La Digue; exchange of email Ferguson Lobster re rent at Marie Joseph |
| 6/27/2006 | Halley, Gordon J      | Prepare cks; Discussions with Pitney Bowes; discussions with Mary Adams - tenant at Roddickton property; banking; obtain quotes on term deposits  |
| 6/27/2006 | Lewis, Matthew James  | Work at the fish plants helping pack items for movers.  |
| 6/27/2006 | Penney, Ian           | E-mails; calls; review LOI; conference with Bruce and Bob; meet with Arif; correspondence; etc.   |
| 6/28/2006 | Bougie, Robert J      | Telephone discussion with J Sethi; numerous e-mails to/from S Kavanagh and B Grant re sale of additional assets; review materials re Sea Treat/Cold North settlement; tel disc with I Penney  |

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|           |                               |   |
|-----------|-------------------------------|---|
| 6/28/2006 | Dhanani, Arif                 | Review of realizable value of accounts receivable contacted and documenting in supporting spreadsheet; discussion with Nancy Snedden regarding calls to customers to determine payment amounts; documenting support for realizable values of various "other assets" pursuant to instructions from Ian Penney.   |
| 6/28/2006 | Halley, Gordon J              | Obtain town assessments on Roddickton property; inquire concerning ownership of Home Hardware bldg in Roddickton; Discussions with Town of Anchor Point on residential property; inquiries to bank concerning wire transfers; banking   |
| 6/28/2006 | Handrigan, Mary<br>Elizabeth  | Sorting through mail, reviewing correspondence, photocopying those materials received not directly relating to the interim receiver's activities and releasing same to appropriate individuals  |
| 6/28/2006 | Penney, Ian<br>Snedden, Nancy | E-mails; call Bruce; meet Arif; note to Jameel re:R&D + accruals  |
| 6/28/2006 | Leanne                        | A/R Trade review & calls  |
| 6/29/2006 | Bougie, Robert J              | Review of estimated value of residual assets schedule and lengthy conf call with I Penney and A Dhanani re same   |
| 6/29/2006 | Dhanani, Arif                 | Compiling statement of estimated realizations; meeting with Bob Bougie and Ian Penney; revisions to statements; reviewing mail received; performing reconciliation of inventory at Allied Cold Storage; review of Interim Receiver's first report to court.   |
| 6/29/2006 | Gladwin, Alan                 | Call BNS re bank accounts; Exchange email Harbour Authority lawyer re La Digue; Emails with Ferguson Lobster re Marie Joseph; Calls with Village of Shippagan re property; emails re Shippagan property, review safety violation letter; Calls and emails re chaging utilities  |
| 6/29/2006 | Halley, Gordon J              | Accounts payable; disc with creditors; check banking for wire ransfers  |
| 6/29/2006 | Handrigan, Mary<br>Elizabeth  | Sorting through mail, reviewing correspondence, photocopying those materials received not directly relating to the interim receiver's activities and releasing same to appropriate individuals  |
| 6/29/2006 | Howse, Melinda Mary           | Mailing T4's and ROE's.   |
| 6/29/2006 | Penney, Ian<br>Snedden, Nancy | Review/revise other asset valuation spreadsheet; calls; e-mails; call Kevin Slaney; call Grant, Bougie Kavanagh, Corito; correspondence; mail   |
| 6/29/2006 | Leanne                        | Fisher A/R review, gathering statment details   |
| 6/30/2006 | Dhanani, Arif                 | Review of mail received; discussion with Gord Halley regarding NF Power bills received; call to Mel Osmond of NF Power; review of e-mails received from Al Gladwin regarding telephone and power in NS; e-mails to Aliant and NS Power requesting disconnection; discussion with Nancy Snedden regarding Sea Treat payroll records; draft letter to Roger Coombs regarding accounts receivable and Allied Cold Storage. |
| 6/30/2006 | Gladwin, Alan                 | E-mails and calls re uilities and Fisher mortgages; call Vernon Deon re inventory repossession claim  |
| 6/30/2006 | Halley, Gordon J              | Accounts payable; creditor calls, banking ,arrange for M/M placement of excess funds as per Corito's instructions.  |

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|           |                              |  |
|-----------|------------------------------|--|
| 6/30/2006 | Handrigan, Mary<br>Elizabeth | Coordinating storage of company records.   |
| 6/30/2006 | Howse, Melinda Mary          | Photocopying Sea Treat files.  |
| 6/30/2006 | Penney, Ian                  | Meet with Art; call with Bruce; Shawn; meet with Nancy + Arif; inventory issue; calls; e-mails; correspondence.  |
| 6/30/2006 | Snedden, Nancy<br>Leanne     | WHSCC records review; Inter Co investigation on AccPac   |
| 7/3/2006  | Penney, Ian                  | Review o/s items; review/revise other asset schedule; find supporting documentation for schedule; e-mails  |
| 7/4/2006  | Bougie, Robert J             | Tel disc with J Sethi; tel disc with I Penney; review and responding to numerous e-mails; review detailed estimate of realizable value of remaining assets and providing comments thereon  |
| 7/4/2006  | Dhanani, Arif                | Meeting with Ian Penney regarding current events on file and realizations spreadsheet; making necessary adjustments to spreadsheet.  |
| 7/4/2006  | Halley, Gordon J             | Banking; misc phone calls  |
| 7/4/2006  | Handrigan, Mary<br>Elizabeth | Sorting through mail, reviewing correspondence, photocopying those materials received not directly relating to the interim receiver's activities and releasing same to appropriate individuals   |
| 7/4/2006  | Penney, Ian                  | Call Bab, Neil, Shawn Jameel; emails; call Bougie; revise/review other assets schedule   |
| 7/4/2006  | Snedden, Nancy<br>Leanne     | Pulling records from Sea Treat computer system; Compiling LBI info   |
| 7/5/2006  | Dhanani, Arif                | Discussion with Ian Penney regarding material to be sent out for conference call; adjusting A/R support spreadsheet language; discussion with Nova Cold regarding CFIA samples located at Nova; conference call with BNS, SMSS and Patterson Palmer; complete drafting outstanding information letter. |
| 7/5/2006  | Halley, Gordon J             | Misc phone calls from creditors -ie CRA re "Requirement to pay" for employeee, etc.  |
| 7/5/2006  | Penney, Ian                  | E-mails; finalize other asset schedule; prepare for conf. call; call Bougie, Neil, Shawn, meet with Nancy and Arif; calls  |
| 7/5/2006  | Snedden, Nancy<br>Leanne     | Pulling records from company computer; helping WHSCC; Conference call with Bank & Lawyers  |
| 7/6/2006  | Dhanani, Arif                | Meeting with Ian Penney; draft information request letter to Roger Coombs, including review of 2004 financial statements for related parties and review of LBI trade AR account; discussions with Nancy Snedden.   |
| 7/6/2006  | Halley, Gordon J             | P/R summary for June; a/p; prepare p/r remittance; misc phone calls from creditors.  |
| 7/6/2006  | Handrigan, Mary<br>Elizabeth | Sorting through mail, reviewing correspondence, photocopying those materials received not directly relating to the interim receiver's activities and releasing same to appropriate individuals   |
| 7/6/2006  | Penney, Ian                  | Read memo; LOI; letters to Cold North; numerous calls; conf. call; review litigation memos; finalize other assets schedule; emails   |

|          |                             |  |
|----------|-----------------------------|--|
| 7/6/2006 | Snedden,Nancy<br>Leanne     | Compiling LBI Info; Analysis of LBI/Dynamic connection; Letter to Cold north Seafoods  |
| 7/7/2006 | Bougie,Robert J             | Review letters to Cold North re o/s information requests; tel disc re same with A Dhanani and I Penney; tel disc with J Sethi re second Barry transaction; review and responding to e-mail messages  |
| 7/7/2006 | Dhanani,Arif                | Drafting receiver's second report; conference call with Bob Bougie and Ian Penney; discussion with Ian Penney on go forward steps; discussions with NF Hydro regarding bills received including final billing; completing administrative matters regarding file. |
| 7/7/2006 | Halley,Gordon J             | A/R deposit; review banking with Nancy   |
| 7/7/2006 | Handrigan,Mary<br>Elizabeth | Sorting through mail, reviewing correspondence, photocopying those materials received not directly relating to the interim receiver's activities and releasing same to appropriate individuals   |
| 7/7/2006 | Penney,Ian                  | Call Shawn, Neil, Bougie; meet with Arif and Nancy re: priorities; emails  |
| 7/7/2006 | Snedden,Nancy<br>Leanne     | Pulling records from Sea Treat computer; Analysis of LBI   |

| <b>Professional</b>      | <b>Position</b>          | <b>Hours</b>  | <b>Rate</b>   |
|--------------------------|--------------------------|---------------|---------------|
| Bougie,Robert J          | Partner                  | 6.50          | 500.00        |
| Brown,Peter Ernest       | Partner                  | 0.50          | 400.00        |
| Dhanani,Arif             | Senior Manager           | 58.20         | 400.00        |
| Gladwin,Alan             | Director                 | 6.50          | 400.00        |
| Halley,Gordon J          | Senior/Senior Consultant | 11.80         | 200.00        |
| Handrigan,Mary Elizabeth | Senior                   | 13.20         | 125.00        |
| Howse,Melinda Mary       | Senior                   | 3.50          | 125.00        |
| Lewis,Matthew James      | Senior                   | 13.00         | 95.00         |
| Penney,Ian               | Senior Manager           | 45.70         | 300.00        |
| Snedden,Nancy Leanne     | Manager                  | 47.50         | 200.00        |
| Willcott,Collette M.     | Senior                   | 0.50          | 125.00        |
|                          |                          | <u>206.90</u> | <u>260.91</u> |

|  |                                   |
|--|-----------------------------------|
| Total Professional Fees                                    | \$ 58,285.00                      |
| Expenses (Hotel, airfare, parking, mileage, meals, etc...) | <u>1,628.78</u>                   |
| Sub Total  | \$ 59,913.78                      |
| HST @ 14%  | <u>8,387.93</u>                   |
| <b>Total Amount Due</b>                                    | <b><u><u>\$ 68,301.71</u></u></b> |

Payable upon receipt to: Deloitte & Touche Inc.

Deloitte & Touche LLP  
5140 Yonge Street  
Suite 1700  
Toronto ON M2N 6L7  
Canada

Tel: (416) 601-6150  
Fax: (416) 229-2524  
www.deloitte.ca

Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: July 20, 2006  
Invoice No: 1803509  
*Replaces Inv # 1802064 dated 7/17/06*  
Client/Mandate No: 743078.5600420/1  
Billing Partner: B. Bougie  
GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period July 10 to 14, 2006.

| Date      | Professional              | Description of Work Performed   |
|-----------|---------------------------|---|
| 7/10/2006 | Bougie, Robert J          | Discussion with A Dhanani re missing pelagic pumps; review draft letter to insurance company; e-mail to Stewart McKelvey; review and translate statement of claim and counter claim re Daley Brothers and Pecheries BSR & Marche Blais; telephone discussion (x2) with J Sethi  |
| 7/10/2006 | Dhanani, Arif             | Review of insurance policy coverage; drafting letter to insurer regarding theft of pelagics pumps at St. Joseph's plant and release to Neil Jacobs at SMSS for review; discussions with Bob Bougie regarding progression of LOI and insurance claim; attending to various file administrative matters.  |
| 7/10/2006 | Handrigan, Mary Elizabeth | Photocopying and mailing out fisherpersons and plant workers 2006 T4s.  |
| 7/10/2006 | Moore, Lindsay M          | Facilitating banking duties, including deposits.  |
| 7/11/2006 | Bougie, Robert J          | Numerous discussions throughout day with A Dhanani re operational issues; review and responding to numerous e-mails in I Penney's absence; telephone discussion with J Sethi  |
| 7/11/2006 | Dhanani, Arif             | Discussion with Nancy Snedden regarding filing a police report with respect to missing fish pumps at St. Joseph's; discussion with Bougie regarding same; e-mails to and from Nancy Snedden regarding Roddickton property valuation; drafting e-mail to Nancy Snedden setting out facts and language for communication with Bank re: Roddickton property; discussion with Al Gladwin regarding status of LOI and enquiries received from the Harbour Authority of Cheticamp concerning the La Digue property; drafting receiver's second report to court. |

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Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

|           |                           |  |
|-----------|---------------------------|--|
|           |                           | Sorting and photocopying mail to prepare for distribution to Roger Coombs; mailing out fisherpersons and plant workers 2006 T4s.   |
| 7/11/2006 | Handrigan, Mary Elizabeth |  |
| 7/11/2006 | Snedden, Nancy Leanne     | Review of insurance files re Roddickton; review of fisher files & T4's re WHSCC; calls with Ian & Arif; e-mails to Great Northern Products re trade A/R  |
| 7/12/2006 | Dhanani, Arif             | Drafting receiver's second report to court; communicating with SMSS regarding insurance letter, request for copies of IR's first report and related materials, and status of independent legal opinion; communication with A. Gladwin and N. Snedden regarding priority claims in NL and NS and status of regulatory audits by WHSCC and CRA; responding to questions concerning Roddickton building.  |
| 7/12/2006 | Handrigan, Mary Elizabeth | Finalize mailing out fisherpersons and plant workers 2006 T4s; Sorting and photocopying mail in preparation to release various correspondence to Cold North  |
| 7/12/2006 | Snedden, Nancy Leanne     | Discussions with Arif, Neil Jacobs, Shawn Kavanagh & Roger Coombs; Review of Sea Treat/Daley Brothers mail in preparation for release to Cold North; facilitating preparation of cheques for payment of two invoices.  |
| 7/13/2006 | Dhanani, Arif             | Drafting receiver's second report to court; drafting outstanding listing of tasks to be completed prior to discharge; discussions with N. Snedden regarding discussions with Cold North and progress and enquiry about follow up from police in respect of stolen fish pumps; reviewing the IR's statement of R&D for the period May 18 to July 13, 2006; review of correspondence to Cold North following up request for information of July 7, 2006. |
| 7/13/2006 | Handrigan, Mary Elizabeth | Sorting and photocopying mail in preparation to release various correspondence to Cold North   |
| 7/13/2006 | Smith, Sharon             | Facilitating administrative matters on engagement.   |
| 7/13/2006 | Snedden, Nancy Leanne     | Letter to Caisse Populaire re release of funds; letter to Roger Coombs re request for information; review of Sea treat/ Daley Brothers mail for distribution to Roger Coombs.  |
| 7/14/2006 | Dhanani, Arif             | Finalizing first draft of receiver's second report to the Court including Exhibits; discussion with Cal LeGrow insurance regarding cancellation of portions of policy; discussion with Nancy Snedden regarding Cold North response and follow up by police.  |
| 7/14/2006 | Snedden, Nancy Leanne     | Review and organization of files; call with Arif regarding progress with Cold North; emails with Neil Jacobs re Cold North & Englee; email to Bob Bougie regarding Cold North response status  |

July 26, 2006

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| <u>Professional</u>  | <u>Position</u> | <u>Hours</u> | <u>Rate</u> | <u>Fees</u>    |
|----------------------|-----------------|--------------|-------------|----------------|
| Bougie,Robert J      | Partner         | 2.50         | 500.00      |                |
|                      | Senior          |              |             |                |
| Dhanani,Arif         | Manager         | 24.30        | 400.00      |                |
| Handrigan,Mary       |                 |              |             |                |
| Elizabeth            | Senior          | 6.20         | 125.00      |                |
| Moore,Lindsay M      | Senior          | 0.20         | 125.00      |                |
| Smith,Sharon         | Senior          | 0.50         | 125.00      |                |
| Snedden,Nancy Leanne | Manager         | 20.40        | 200.00      |                |
| Total                |                 | 105.0        | 151.55      | - Blended rate |

Total Fee \$15,912.50

Expenses (Hotel, airfare, parking, mileage, meals, etc.) 1,294.27

Sub Total 17,206.77

HST @ 14% 2,408.95

**Total Amount Due \$19,615.72**





Deloitte & Touche LLP  
5140 Yonge Street  
Suite 1700  
Toronto ON M2N 6L7  
Canada

Tel: (416) 601-6150  
Fax: (416) 229-2524  
www.deloitte.ca

Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: July 24, 2006  
Invoice No: 1805092  
Client/Mandate No: 743078.5600420/1  
Billing Partner: B. Bougie  
GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period July 17 to 21, 2006.

| Date      | Professional              | Description of Work Performed  |
|-----------|---------------------------|--|
| 7/17/2006 | Bougie, Robert J          | Telephone discussion with J Sethi; telephone discussion with I Penney; telephone discussion with S Kavanagh; review and responding to numerous e-mails from staff re operational issues  |
| 7/17/2006 | Dhanani, Arif             | Discussion with Bob Bougie concerning first draft of receiver's second report and update on LOI process; discussion with Ian Penney, Bob Bougie and Bruce Grant regarding theft of fish pumps at St. Joseph's; e-mail Nancy Snedden regarding theft of fish pumps - follow up with police and outstanding items to be completed (tax returns/ GST returns, etc...); discussion with Nancy Snedden regarding CFIA and AON claims and advising on direction for obtaining further information; e-mail to Nancy Snedden regarding Pabos lawsuit and Bob Bougie's comments pertaining to Dussault, Lemieux Laroche document. |
| 7/17/2006 | Gladwin, Alan             | Exchange emails Eloit Fraser lawyer for Cheticamp Harbour Authority; email to NS Power re: status of accounts; review letter from NS Fisheries re: buying & processing licenses  |
| 7/17/2006 | Halley, Gordon J          | Update banking; a/p; miscellaneous phone calls   |
| 7/17/2006 | Handrigan, Mary Elizabeth | Photocopying and sorting mail for distribution to Roger Coombs.  |
| 7/17/2006 | Snedden, Nancy Leanne     | Various calls, emails with Arif, Ian, Bob, Shawn & Bruce. Review of A/P & other files for cost info on litigations; review of mail and preparation for Roger Coombs. Inter Co review   |

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Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

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|           |                              |  |
|-----------|------------------------------|--|
|           |                              | Corresponding with Nancy Snedden regarding RCMP letter forwarded by Roger Coombs re: Shippagan and legal costs incurred by Sea Treat on this matter; corresponding with Nancy Snedden regarding Daley's request for personal property; discussion with Cal LeGrow Insurance regarding theft of pelagic pumps and releasing correspondence to them in respect of same; e-mails with Al Gladwin regarding NS Power and confirming release of correspondence to NS Power to cut off utilities; reviewing materials regarding the receiver's first report to court, sent by Stewart McKelvey |
| 7/18/2006 | Dhanani, Arif                |  |
| 7/18/2006 | Gladwin, Alan                | Exchanges of emails & telephone call with NS Power re: accounts, call from Fisheries & Oceans re: Howard Turner Fish licenses  |
| 7/18/2006 | Halley, Gordon J             | Discussions with various parties, including creditors of Sea Treat and creditors of the Receiver (utilities).  |
| 7/19/2006 | Dhanani, Arif                | Reviewing current work-in-process to facilitate weekly billing to BNS as per their request; e-mail to billing coordinator regarding time on docket already billed; e-mail to Ian Penney and Bob Bougie regarding discussions and correspondence received from Cal LeGrow insurance regarding theft of pelagics pumps from St. Joseph's facility; review of purchase and sale agreement forwarded by counsel; e-mail to Bougie, Penney and Snedden regarding questions and concerns with respect to purchase and sale agreement.  |
| 7/19/2006 | Gladwin, Alan                | Calls with NS Power; calls with NS Fisheries and exchange of emails re: fish licenses and Court Order approving sale of assets   |
| 7/19/2006 | Halley, Gordon J             | Bank reconciliation; prepare HST summary; miscellaneous phone calls  |
| 7/20/2006 | Bougie, Robert J             | Review and comment on draft court application and draft asset purchase agreement; telephone discussion with legal counsel re: same; responding to numerous e-mails re: draft documents   |
| 7/20/2006 | Dhanani, Arif                | Discussion with Bob Bougie regarding purchase and sale agreement; discussion with Cal LeGrow regarding insurance claim; e-mail to Nancy Snedden regarding fish pump model numbers requested by Cal LeGrow.   |
| 7/20/2006 | Handrigan, Mary<br>Elizabeth | Photocopying and sorting mail for distribution to Roger Coombs.  |
| 7/21/2006 | Bougie, Robert J             | Initial partner review of draft report to court; telephone discussion with J Sethi   |
| 7/21/2006 | Halley, Gordon J             | Set up schedule for GIC and Interest; miscellaneous phone calls  |

July 26, 2006

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| <u>Professional</u>                                     | <u>Position</u> | <u>Hours</u> | <u>Rate</u> | <u>Fees</u>                      |
|---|-----------------|--------------|-------------|----------------------------------|
| Bougie,Robert J   | Partner         | 5.0          | 500.00      |                                  |
| Dhanani,Arif  | Senior Manager  | 10.5         | 400.00      |                                  |
| Gladwin,Alan  | Director        | 2.8          | 400.00      |                                  |
| Halley,Gordon J   | Manager         | 5.7          | 200.00      |                                  |
| Handrigan,Mary Elizabeth                                | Senior          | 0.8          | 125.00      |                                  |
| Snedden,Nancy Leanne                                    | Manager         | 7.0          | 200.00      |                                  |
| Total   |                 | 31.8         | 328.93      | - Blended rate                   |
| Total Fee   |                 |              |             | \$10,460.00                      |
| Expenses (Advertising, taxi, cell phone, courier, etc.) |                 |              |             | <u>1,166.38</u>                  |
| Sub Total   |                 |              |             | 11,626.38                        |
| HST @ 14%   |                 |              |             | <u>1,627.69</u>                  |
| <b>Total Amount Due</b>                                 |                 |              |             | <b><u><u>\$13,254.07</u></u></b> |



Deloitte & Touche LLP  
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Toronto, ON M2N 6L7  
Canada

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www.deloitte.ca

Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: July 31, 2006  
Invoice No: 1809521  
Client/Mandate No: 743078.5600420/1  
Billing Partner: B. Bougie  
GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period July 24 to 28, 2006.

| Date      | Professional              | Description of Work Performed  |
|-----------|---------------------------|--|
| 7/24/2006 | Bougie, Robert J          | Review and revise draft report to court; review and revise detailed estimate of net realizable value of remaining assets; review and comment on revised draft asset purchase agreement; telephone discussion with J Sethi  |
| 7/24/2006 | Dhanani, Arif             | Discussion with RCMP regarding theft of pumps; partial draft of letter to RCMP requesting police report; meeting with Bob Bougie regarding receiver's second report; review of Bob Bougie's suggested changes to affidavit and Asset Purchase Agreement; making revisions to court report appendix.  |
| 7/24/2006 | Gladwin, Alan             | Exchange emails Eloitt Fraser lawyer Harbour Authority re La Digue, emails re: Roddickton lease, emails re: La Digue; exchange of emails re: statutory priorities; calls from creditors; email re: unpaid fisherman payroll  |
| 7/24/2006 | Gladwin, Alan             | Exchange of emails re: NS Power accounts   |
| 7/24/2006 | Handrigan, Mary Elizabeth | Photocopying mail for distribution to Roger Coombs   |
| 7/24/2006 | Penney, Ian               | Calls Shawn, Nancy, Arif; open mail; numerous e-mails. Making adjustments to receiver's second report; making adjustments to receiver's statement of estimated realizations; telephone discussion with Ian Penney regarding update on matters; e-mail of receiver's report and appendices to Ian Penney for review; discussions with NB Power concerning Shippagan meters; e-mail to Kavanagh concerning Shippagan; e-mail to Gladwin and discussion with same concerning La Digue; attending to various administrative tasks. |
| 7/25/2006 | Dhanani, Arif             |  |
| 7/25/2006 | Gladwin, Alan             | Review emails re: status of Shippagan; Exchange emails MTT re: phone accounts  |

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Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

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July 31, 2006

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|           |                           |  |
|-----------|---------------------------|--|
| 7/25/2006 | Handrigan, Mary Elizabeth | Photocopying mail for distribution to Roger Coombs   |
| 7/25/2006 | Penney, Ian               | Mail; e-mails; review Letter on Intent; review/revise Assesst Purchase Agreement; review/revise application to court; draft letter; calls with Bruce, Shawn and Steve Hoskins.   |
| 7/26/2006 | Bougie, Robert J          | Review and comment on revised draft court material; amending report to Court to be consistant with changes to court material; conference call with Stewart McKelvey, Patterson Palmer and the Bank; telephone discussion with I Penney re follow up issues; revisions to report to court to reflect outcome of conference call   |
| 7/26/2006 | Dhanani, Arif             | Conference call with Bank and legal counsel; conference call with Ian Penney and Bob Bougie; making revisions to report as instructed; e-mails to Kavanagh, Grant and Penney regarding various issues including operating matters relating to Shippagan and Marie Joseph; calculating A/R aging for inclusion in Receiver's second report.   |
| 7/26/2006 | Gladwin, Alan             | Exchange of emails re: power at Marie Joseph   |
| 7/26/2006 | Halley, Gordon J          | Banking; miscellaneous phone calls creditors - employee for ROE etc.   |
| 7/26/2006 | Penney, Ian               | Review/revise Receiver's 2nd report and affidavit; provide information on R&D to Corito; prepare for/attend conference call; review Receiver's report revisions with Bob and Arif.   |
| 7/27/2006 | Dhanani, Arif             | Making most recent adjustments to Receiver's second report; e-mail to Ian Penney concerning Marie Joseph and call to NS Power regarding same; discussion with Ian Penney; call to insurance company; discussion with indirect tax to determine applicability of HST election and e-mail to counsel, Bougie and Penney regarding advice received; drafting correspondence to Cal LeGrow to discontinue certain insurance coverages; discussions with NB Power regarding Shippagan power meters. |
| 7/27/2006 | Halley, Gordon J          | A/P; miscellaneous phone calls   |
| 7/27/2006 | Penney, Ian               | Mail; e-mails; calls with Arif, Shawn, Bruce, Art Dodd   |
| 7/28/2006 | Penney, Ian               | E-mails; open mail; calls Jameels, Shawn, Steve Hoskins, CRA   |

July 31, 2006

Page 3

| Professional              | Position | Hours | Rate   | Fees           |
|---------------------------|----------|-------|--------|----------------|
| Bougie, Robert J          | Partner  | 5.5   | 500.00 |                |
|                           | Senior   |       |        |                |
| Dhanani, Arif             | Manager  | 18.5  | 400.00 |                |
| Gladwin, Alan             | Director | 3.3   | 400.00 |                |
| Halley, Gordon J          | Manager  | 1.5   | 200.00 |                |
| Handrigan, Mary Elizabeth | Senior   | 0.6   | 125.00 |                |
|                           | Senior   |       |        |                |
| Penney, Ian               | Manager  | 15.4  | 300.00 |                |
| Total                     |          | 44.8  | 367.52 | - Blended rate |

Total Fee \$16,465.00

Expenses (Communication charges) 355.18

Sub Total 16,820.18

HST @ 14% 2,354.83

**Total Amount Due \$19,175.01**

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Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: August 14, 2006  
Invoice No: 1813329  
Client/Mandate No: 743078.5600420/421  
Billing Partner: B. Bougie  
GST Registration No: R101330793

**Attention: Mr. Jameel Sethi, Vice President**

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**BILL**

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the two week period July 31 to August 11, 2006.

| <u>Date</u> | <u>Professional</u> | <u>Description of Work Performed</u>   |
|-------------|---------------------|--|
| 7/31/2006   | Bougie, Robert J    | Telephone discussion with I Penney; Telephone discussion with J Sethi; responding to e-mails re Barry 2 purchase transaction and Cold North account reconciliation   |
| 7/31/2006   | Dhanani, Arif       | E-mails to Nancy Snedden and Ian Penney concerning various issues including receiver's report, resolution of Cold North issues and pump theft; meeting with Bob Bougie to discuss any update on purchase and sale agreement status |
| 7/31/2006   | Halley, Gordon J    | Responding to e-mails; follow up status of miscellaneous assets.   |
| 7/31/2006   | Penney, Ian         | Harddrives – Anchor point; emails; call Jameel; mail   |
| 7/31/2006   | Snedden, Nancy I    | Review of emails & correspondence, calls with WHSCC, CRA & Steve Hoskins.  |
| 8/01/2006   | Halley, Gordon J    | Correct deposit transfer that was made incorrectly   |
| 8/01/2006   | Handrigan, Mary E   | Photocopying mail for distribution to Roger Coombs and photocopying Fisherperson's T4s.  |
| 8/01/2006   | Penney, Ian         | Review APA; call Bruce; call Hoskins; mail   |
| 8/03/2006   | Penney, Ian         | Mail; e-mails; call Shawn  |
| 8/04/2006   | Penney, Ian         | Mail; e-mails; call Hoskins; call Shawn; payroll issues  |

Please Return One Copy With Remittance

Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

|           |                   |  |
|-----------|-------------------|--|
|           |                   | Letters & discussions with WHSCC regarding audit & registration of receiver  |
|           |                   | Letter & discussions with Dept of Finance regarding operations and health & post secondary education tax   |
|           |                   | Discussions with CRA regarding payroll audit & o/s remittances   |
| 8/03/2006 | Snedden, Nancy I  |  |
| 8/07/2006 | Moore, Lindsay M  | Responding to creditor inquiries.  |
| 8/07/2006 | Penney, Ian       | Read draft legal opinion; call Bruce to review; review/revise second report to court; mail; e-mails  |
| 8/08/2006 | Bougie, Robert J  | Review and comment on final draft of receiver's report to court; tel disc with I Penney; tel disc with J Sethi; review and respond to e-mail correspondence  |
| 8/08/2006 | Penney, Ian       | Mail; e-mails; call Jameel; call Shawn; call Bruce; call Roger   |
| 8/09/2006 | Gladwin, Alan     | Exchange of emails with L Riles NS Dept Fisheries re status of La Digue  |
| 8/09/2006 | Handrigan Mary E  | Photocopying mail for distribution to Roger Coombs   |
| 8/09/2006 | Penney, Ian       | Prepare for/meet with Roger; numerous calls to lawyers   |
| 8/09/2006 | Snedden, Nancy I  | Sorting mail for distribution to Cold North; ROE for fisherman, review of payroll for HRDC & CRA   |
| 8/10/2006 | Gladwin, Alan     | Call with J McFarlane of Stewart McKelvey re title migration<br>Tel disc with I Penney; tel disc with J Sethi; conference call with Bank, Stewart Mckelvey, Patterson Palmer, & I Penney; follow up conf call with J Sethi and S Kavanaugh; review and responding to e-mail correspondence |
| 8/10/2006 | Bougie, Robert J  |  |
| 8/10/2006 | Handrigan, Mary E | Photocopying mail for distribution to Roger Coombs   |
| 8/10/2006 | Penney, Ian       | Call Bob; call Shawn; call Bruce; call Corito; e-mails; prepare for/attend conf call   |
| 8/10/2006 | Snedden, Nancy I  | Fisher payroll   |
| 8/11/2006 | Gladwin, Alan     | Meet with John McFarlane Stewart McKelvey to sign title migration documents for Cheticamp Packers  |
| 8/11/2006 | Penney, Ian       | e-mails; call Bob  |



| Professional              | Position | Hours | Rate   | Fees           |
|---------------------------|----------|-------|--------|----------------|
| Bougie, Robert J          | Partner  | 3.7   | 500.00 |                |
|                           | Senior   |       |        |                |
| Dhanani, Arif             | Manager  | 1.0   | 400.00 |                |
| Gladwin, Alan             | Director | 1.0   | 400.00 |                |
| Halley, Gordon J          | Manager  | 1.0   | 200.00 |                |
| Handrigan, Mary Elizabeth | Senior   | 1.3   | 125.00 |                |
| Moore, Lindsay M          | Student  | .2    | 125.00 |                |
| Snedden, Nancy I          | Manager  | 11.5  | 200.00 |                |
|                           | Senior   |       |        |                |
| Penney, Ian               | Manager  | 14.3  | 300.00 |                |
| Total                     |          | 34.0  | 283.16 | - Blended rate |

Total Fee \$ 9,627.50

Expenses (travel) 40.38

Sub Total \$ 9,667.88

HST @ 14% 1,353.50

**Total Amount Due \$ 11,021.38**



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Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: August 21, 2006  
Invoice No: 1815581  
Client/Mandate No: 743078.5600420/421  
Billing Partner: B. Bougie  
GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period August 14 to 18, 2006.

| Date      | Professional              | Hours | Description of Work Performed  |
|-----------|---------------------------|-------|--|
| 8/15/2006 | Bougie, Robert J          | 0.5   | Review memo re: potential additional recoveries; preparation of memo re: alternative courses of action available to the Interim Receiver; telephone discussion with I. Penney; telephone discussion with J. Sethi  |
| 8/15/2006 | Handrigan, Mary Elizabeth | 0.5   | Review, photocopy and release of certain mail for distribution to Roger Coombs   |
| 8/15/2006 | Moore, Lindsay M          | 0.2   | Attending to administrative matters including taking deposits to bank and updating the interim receiver's G/L.   |
| 8/15/2006 | Penney, Ian               | 0.3   | Calls and e-mails (Shawn, Bob, etc.)   |
| 8/15/2006 | Snedden, Nancy Leanne     | 3.5   | Sorting & review of mail for distribution to Cold North, emails to Roger Coombs regarding phones, CRA audit discussions with CRA re: payroll audit & supply of requested information for years 2004-2006; discussions with Shawn Kavanagh & info gathering re: Pabos |
| 8/16/2006 | Bougie, Robert J          | 4.0   | Review and responding to numerous e-mails re: outstanding litigations; travel to St. Johns   |
| 8/16/2006 | Gladwin, Alan             | 0.3   | Exchange of emails with lawyer for Cheticamp Harbour Authority   |
| 8/16/2006 | Penney, Ian               | 4.0   | Prepare for/meet with bank and lawyers re: litigation matters  |
| 8/16/2006 | Snedden, Nancy Leanne     | 4.5   | Review of CRA tax filings and discussions with collector & filling out o/s GST/HST remittances; discussion with Roger Coombs re: corporate tax returns   |
| 8/17/2006 | Bougie, Robert J          | 10.0  | Attendance at Patterson Palmer's offices re: Barry 2 transaction; return from St. Johns  |
| 8/17/2006 | Gladwin, Alan             | 0.2   | Review correspondence from phone and power companies   |
| 8/17/2006 | Penney, Ian               | 10.0  | Meet with Daley and Barry; negotiation of Asset Purchase Agreement.  |

Please Return One Copy With Remittance

Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

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|           |                          |     |  |
|-----------|--------------------------|-----|--|
| 8/17/2006 | Snedden, Nancy<br>Leanne | 1.0 | Sorting & review of mail for distribution to Cold North;<br>gathering fisher payroll info for WHSCC re: specific<br>fisherman/vessel                     |
| 8/18/2006 | Bougie, Robert J         | 1.0 | Telephone discussion (x2) with I. Penney; review and<br>responding to numerous e-mails re: Barry 2; discussion with<br>D. Daum; discussion with J. Sethi |
| 8/18/2006 | Penney, Ian              | 2.0 | Calls with Bob Bougie and Shawn Kavanagh; emails; review<br>final Asset Purchase Agreement.  |
| 8/18/2006 | Snedden, Nancy<br>Leanne | 0.5 | Briefing re: Barry 2   |

| Professional                 | Position       | Hours | Rate   | Fees           |
|------------------------------|----------------|-------|--------|----------------|
| Bougie, Robert J             | Partner        | 15.5  | 500.00 |                |
| Gladwin, Alan                | Director       | 0.5   | 400.00 |                |
| Handrigan, Mary<br>Elizabeth | Senior         | 0.5   | 125.00 |                |
| Moore, Lindsay M             | Senior         | 0.2   | 125.00 |                |
| Penney, Ian                  | Senior Manager | 16.3  | 300.00 |                |
| Snedden, Nancy Leanne        | Manager        | 9.5   | 200.00 |                |
|                              |                | 42.5  | 348.88 | - Blended rate |

|   |                    |
|---|--------------------|
| Total Fee                               | \$14,827.50        |
| Expenses (Mileage, parking, cell phone) | 438.89             |
| Sub Total                               | 15,266.39          |
| HST @ 14%                               | 2,137.29           |
| <b>Total Amount Due</b>                 | <b>\$17,403.68</b> |



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Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: August 30, 2006  
Invoice No: 1820758  
Client/Mandate No: 743078,5600420/421  
Billing Partner: B. Bougie

GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period August 20 to 25, 2006.

| Date      | Professional          | Hours | Description of Work Performed   |
|-----------|-----------------------|-------|---|
| 7/31/2006 | Howell, Emily S       | 2.0   | Identifying and cleansing Sea Treat computer hard drives in respect of computers to be turned over to the Barry Group pursuant to completion of the Court approved sale of assets.    |
| 8/4/2006  | Howell, Emily S       | 1.5   | Identifying and cleansing Sea Treat computer hard drives in respect of computers to be turned over to the Barry Group pursuant to completion of the Court approved sale of assets.    |
| 8/20/2006 | Penney, Ian           | 0.5   | Prepare: cheques; emails; work on IR's second report  |
| 8/21/2006 | Dhanani, Arif         | 1.0   | Attending to various administrative matters in Bob Bougie's absence; corresponding with Ian Penney via e-mail regarding finalization of asset purchase on Barry 2 and administration. |
| 8/21/2006 | Penney, Ian           | 2.0   | IR's second report.   |
| 8/21/2006 | Snedden, Nancy Leanne | 1.5   | Discussions with Roger re: fisher payroll; billing summary re: court report; various calls to Adesa re: Mazda 3; Call to Margaret re: ROE & T4 Macarthy                               |
| 8/22/2006 | Penney, Ian           | 3.0   | Call Shawn; call Bruce; prepare: R&D; e-mails; compile exhibits for IR's report; review/debrief application.  |
| 8/22/2006 | Snedden, Nancy Leanne | 3.5   | Billing summary/analysis; discussions with Adesa re: auction of mazda 3; analysis of a/r collection & inventory sale re: timing pre or post June 23, 2006.                            |
| 8/23/2006 | Dhanani, Arif         | 0.3   | Review of files in respect of receiver's report Exhibits E and F; e-mail to Ian Penney regarding same.  |

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Deloitte Touche Tohmatsu

August 31, 2006

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|           |                           |     |  |
|-----------|---------------------------|-----|--|
| 8/23/2006 | Penney, Ian               | 6.5 | Numerous calls; IR's second report; meet with Shawn, Bruce, etc. at SMSS re: legal opinion; memo to Jameel re: priorities. |
| 8/24/2006 | Gladwin, Alan             | 0.5 | Call to Pierre Leblanc re: security on Cheticamp Packers; exchange of emails with Aliant re: accounts                      |
| 8/24/2006 | Handrigan, Mary Elizabeth | 0.5 | Photocopying Cheticamp 2006 payroll for CRA Audit  |
| 8/24/2006 | Moore, Lindsay M          | 0.2 | Completion of administrative duties including banking and reconciliations of same.   |
| 8/24/2006 | Penney, Ian               | 5.0 | Numerous calls; review/finalize all court documents  |
| 8/24/2006 | Snedden, Nancy Leanne     | 1.0 | Inventory review   |
| 8/25/2006 | Gladwin, Alan             | 0.5 | Emails re: Roddickton lease and records  |
| 8/25/2006 | Halley, Gordon J          | 2.0 | Bank rec for July and update banking.  |
| 8/25/2006 | Moore, Lindsay M          | 0.2 | Completion of various administrative duties including banking.   |
| 8/25/2006 | Penney, Ian               | 6.0 | Numerous calls; meet with Bruce to finalize and sign all court documents.  |

| Professional              | Position       | Hours | Rate   | Fees           |
|---------------------------|----------------|-------|--------|----------------|
| Dhanani, Arif             | Senior Manager | 1.3   | 400.00 |                |
| Gladwin, Alan             | Director       | 1.0   | 400.00 |                |
| Halley, Gordon J          | Manager        | 2.0   | 200.00 |                |
| Handrigan, Mary Elizabeth | Senior         | 0.5   | 125.00 |                |
| Howell, Emily S           | Senior         | 3.5   | 125.00 |                |
| Moore, Lindsay M          | Senior         | 0.4   | 125.00 |                |
| Penney, Ian               | Manager        | 23.0  | 300.00 |                |
| Snedden, Nancy Leanne     | Manager        | 6.0   | 200.00 |                |
|                           |                | 37.7  | 264.45 | - Blended rate |

|   |                    |
|---|--------------------|
| Total Fee   | \$9,970.00         |
| Expenses (Hotel, accommodation, meals, taxi, parking, cell phone) | 2,792.99           |
| Less: Toronto to Newfoundland airfare previously billed in error  | (3,862.76)         |
| Sub Total   | \$8,900.23         |
| HST @ 14%   | 1,246.03           |
| Total Amount Due  | <u>\$10,146.26</u> |



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Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: September 12, 2006  
Invoice No: 1821857  
Client/Mandate No: 743078.5600420/421  
Billing Partner: B. Bougie

GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period August 28 to September 8, 2006.

| Date      | Professional          | Hours | Description of Work Performed  |
|-----------|-----------------------|-------|--|
| 8/28/2006 | Snedden, Nancy Leanne | 2.0   | Review, sorting & compiling mail for distribution to Cold North; reports for CRA returns   |
| 8/28/2006 | Penney, Ian           | 3.0   | Emails; calls with Bruce and Shawn; memo re: priorities; prepare asset list/information for Shawn.   |
| 8/28/2006 | Moore, Lindsay M      | 0.2   | Attending to administrative matters and banking.   |
| 8/29/2006 | Snedden, Nancy Leanne | 1.3   | Discussion with Katie Collins re: request for ROE from 3 fishermen; reviewing, sorting and preparing mail for distribution to Cold North; Inventory & A/R review for statement of estimated realizations & court package for Shawn |
| 8/29/2006 | Penney, Ian           | 1.5   | Emails; call Shawn; gather information for Shawn   |
| 8/29/2006 | Halley, Gordon J      | 0.8   | Review of utility invoices received; processing cheques to utility and other suppliers.  |
| 8/30/2006 | Penney, Ian           | 4.5   | Emails and calls with Glen and Roger re: FPI A/R; read APA and review with Bruce and Shawn; prepare exhibits for APA; mail; etc.   |
| 8/31/2006 | Penney, Ian           | 0.3   | Mail; emails.  |
| 8/31/2006 | Halley, Gordon J      | 1.5   | Reviewing investment statement for GIC; recording entries to update the receiver's G/L   |
| 8/31/2006 | Dhanani, Arif         | 1.0   | Attending to various administrative tasks in Bob Bougie's absence.   |
| 9/5/2006  | Halley, Gordon J      | 1.0   | Accounts payable, discussion with fisherman on wage garnishee, amend GIC amount.   |
| 9/5/2006  | Penney, Ian           | 1.2   | Emails; call Roger; call Bruce; call Shawn; open mail; review and pay legal bill.  |

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Emails and discussions with Arif & Ian; Sorting,  
reviewing & preparing mail for distribution to Cold  
North; Discussions with Margaret Parsons re:  
WHSCC Audit; Discussion with Carlson Young re:  
CRA audit; compile info on WHSCC firm numbers

9/7/2006 Snedden, Nancy Leanne

1.2

| <b>Professional</b>      | <b>Position</b> | <b>Hours</b> | <b>Rate</b>   | <b>Fees</b>    |
|--------------------------|-----------------|--------------|---------------|----------------|
| Dhanani, Arif            | Senior Manager  | 1.0          | 400.00        |                |
| Halley, Gordon J         | Manager         | 3.3          | 200.00        |                |
| Moore, Lindsay M         | Senior          | 0.2          | 125.00        |                |
| Penney, Ian              | Senior Manager  | 10.50        | 300.00        |                |
| Snedden, Nancy<br>Leanne | Manager         | 4.50         | 200.00        |                |
|                          |                 | <u>19.5</u>  | <u>263.33</u> | - Blended rate |

Total Fee 5,135.00

HST @ 14% 718.90

**Total Amount Due** 5,853.90



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Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: October 3, 2006  
Invoice No: 1826683  
Client/Mandate No: 743078.5600420/421  
Billing Partner: B. Bougie  
GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period September 11 to September 30, 2006.

| Date      | Professional          | Hours | Description of Work Performed   |
|-----------|-----------------------|-------|---|
| 9/11/2006 | Snedden, Nancy Leanne | 0.4   | WHSCC information   |
| 9/12/2006 | Halley, Gordon J      | 0.5   | Accounts payable: issue cheques   |
| 9/12/2006 | Snedden, Nancy Leanne | 0.5   | Sorting, reviewing and preparing mail for distribution to Cold North  |
| 9/12/2006 | Penney, Ian           | 0.2   | Telephone calls and emails  |
| 9/13/2006 | Snedden, Nancy Leanne | 2.5   | Sorting, reviewing and preparing mail for distribution to Cold North; printing reports for & discussions with WHSCC   |
| 9/13/2006 | Penney, Ian           | 0.7   | Calls with Jameel; Shawn; Bruce, Neil; emails   |
| 9/14/2006 | Snedden, Nancy Leanne | 2.5   | Sorting, reviewing and preparing mail for distribution to Cold North; Discussion with Ian & B&L re: payment on account; Discussion with Adesa re: Mazda registration & letter to Motor Vehicle Registration re: transfer of title; letter to CSST and discussion with Roger to obtain the requested information |
| 9/14/2006 | Penney, Ian           | 2.0   | Prepare for/attend conference call with Jameel, Shawn, Bruce; review new APA; talk to Nancy re: CRA/WHSCC audit issues and timing; emails   |
| 9/15/2006 | Halley, Gordon J      | 1.5   | Bank Rec - Aug / Update GIC Int. make JE's. Arrange for Rec. HST A/C  |
| 9/15/2006 | Snedden, Nancy Leanne | 1.5   | Sorting, reviewing and preparing mail for distribution to Cold North; Discussion with Ian & B&L re inventory sale. Discussion & email with Rio Imports re: same   |
| 9/15/2006 | Penney, Ian           | 0.5   | Review final APA; emails; inventory issues; review bank reconciliation  |

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Member of  
Deloitte Touche Tohmatsu





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Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: November 8, 2006  
Invoice No: 1849668  
Client/Mandate No: 743078.5600420/421  
Billing Partner: B. Bougie  
GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period October 2 to November 3, 2006.

| Date       | Professional             | Hours | Description of Work Performed  |
|------------|--------------------------|-------|--|
| 10/2/2006  | Penney, Ian              | 0.4   | Call Shawn; open mail; various e-mails; Shippigan issues   |
| 10/2/2006  | Snedden, Nancy<br>Leanne | 2.0   | Sorting, reviewing, preparing mail for distribution to Cold North; Statutory priority review   |
| 10/3/2006  | Penney, Ian              | 2.0   | Memo on distribution issues/estimates for Jameel; call Shawn (x2); call Bruce; read correspondence; e-mails  |
| 10/4/2006  | Bougie, Robert J         | 0.5   | Telephone discussion with I. Penney re: Barry 2  |
| 10/4/2006  | Penney, Ian              | 1.0   | E-mails; deal with cold storage issues   |
| 10/5/2006  | Bougie, Robert J         | 0.5   | Telephone discussion with I. Penney re: Shippigan additional building and status of CRA and WSIB claims  |
| 10/5/2006  | Penney, Ian              | 0.5   | Call CRA; call Bougie on strategy; review correspondence   |
| 10/6/2006  | Penney, Ian              | 0.5   | E-mails; correspondence; update Jameel; review SMSS bill   |
| 10/10/2006 | Bougie, Robert J         | 0.3   | Review e-mails from CRA re results of their audit; telephone discussion of same with I. Penney   |
| 10/10/2006 | Moore, Lindsay M         | 0.2   | Banking  |
| 10/10/2006 | Penney, Ian              | 0.7   | Call Bruce re: WHSCC; e-mails; call Bougie re: strategy; CRA issues; call Jameel   |
| 10/10/2006 | Snedden, Nancy<br>Leanne | 2.0   | Sorting, reviewing and preparing mail for distribution to Cold North; conversation with/and letter to registry of motor vehicles in NS re: Cheticamp vehicle fine; e-mail to Roger re: CRA credits |
| 10/11/2006 | Penney, Ian              | 1.0   | E-mails re: cold storage issues and meeting with Giles on CFIA; review list of vehicles sold; e-mails re: vehicle transferred to Link Transport  |

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Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

Member of  
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November 8, 2006

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|            |                          |     |   |
|------------|--------------------------|-----|---|
| 10/11/2006 | Snedden, Nancy<br>Leanne | 1.5 | Sorting, reviewing and preparing mail for distribution to Cold North; Meeting with WHSCC  |
| 10/12/2006 | Snedden, Nancy<br>Leanne | 0.5 | Various discussion with NS motor vehicle registry   |
| 10/16/2006 | Penney, Ian              | 0.3 | E-mails; correspondence   |
| 10/16/2006 | Snedden, Nancy<br>Leanne | 3.0 | Sorting, reviewing & preparing mail for distribution to Cold North; Statutory remittance preparation; Statutory Priority review                     |
| 10/17/2006 | Halley, Gordon J         | 0.3 | Accounts payable -review bill from Stewart McKelvey and pay same  |
| 10/17/2006 | Snedden, Nancy<br>Leanne | 1.0 | Sorting, reviewing & preparing mail for distribution to Cold North  |
| 10/18/2006 | Halley, Gordon J         | 0.5 | Bank reconciliation   |
| 10/18/2006 | Penney, Ian              | 0.5 | Mail; e-mail; talk to Shawn   |
| 10/19/2006 | Penney, Ian              | 1.0 | Call Roger re: list of outstanding questions (prepare list); e-mails  |
| 10/19/2006 | Snedden, Nancy<br>Leanne | 2.0 | Sorting, reviewing & preparing mail for distribution to Cold North; Call with Roger; Review of FPI\$\$  |
| 10/20/2006 | Penney, Ian              | 2.0 | 3 conference calls on Barry II (prepare + attend); e-mails; call Bruce Grant  |
| 10/23/2006 | Penney, Ian              | 4.5 | Prepare for call; revisions to APA; attend call   |
| 10/24/2006 | Penney, Ian              | 1.5 | Call Bruce; e-mails; Solgelco letter; prepare for / attend conference call; call Shawn; call Bruce  |
| 10/25/2006 | Penney, Ian              | 2.0 | Complete Shawn's information requests; mail; e-mail   |
| 10/26/2006 | Penney, Ian              | 3.8 | Call Giles re: CFIA; arrange meeting; letters to cold storages (3); call Fitz/issues re: auction of furniture; CRA issues; e-mails; telephone calls |
| 10/27/2006 | Penney, Ian              | 2.5 | Review APA and Definitive agreement; call with Bruce and Shawn; call with Jameel, Neil; Bruce and Shawn   |
| 10/27/2006 | Snedden, Nancy<br>Leanne | 1.0 | Sort, review and prepare mail for distribution  |
| 10/30/2006 | Moore, Lindsay M         | 0.2 | Banking   |
| 10/30/2006 | Penney, Ian              | 2.1 | E-mails; review E&Y files; review APA + definitive agreement + prepare new inv. schedule for Shawn  |
| 10/30/2006 | Snedden, Nancy<br>Leanne | 2.0 | Statutory Priority review   |
| 10/31/2006 | Penney, Ian              | 1.0 | Prepare computers for storage; search Cheticamp records for T4s   |
| 11/1/2006  | Penney, Ian              | 0.3 | Strategy meeting Nancy; e-mails   |
| 11/1/2006  | Snedden, Nancy<br>Leanne | 1.5 | Sorting, reviewing & preparing mail for distribution to Cold North; Discussion with Ian regarding statutory priority/balances                       |
| 11/2/2006  | Halley, Gordon J         | 1.0 | Prepare & file HST return, prepare JE's, a/p  |
| 11/2/2006  | Penney, Ian              | 3.5 | Review fixed asset and intercompany files in conjunction with E&Y working papers; create exception list; e-mails; call Shawn                        |
| 11/3/2006  | Snedden, Nancy<br>Leanne | 2.0 | Sorting, reviewing & preparing mail for distribution to Cold North  |

November 8, 2006  
Page 3

| TKPR Name             | Position       | Hours       | Rate          | Fees           |
|-----------------------|----------------|-------------|---------------|----------------|
| Bougie, Robert J      | Partner        | 1.3         | 500.00        |                |
| Halley, Gordon J      | Manager        | 1.8         | 200.00        |                |
| Moore, Lindsay M      | Senior         | 0.4         | 125.00        |                |
| Penney, Ian           | Senior Manager | 31.1        | 300.00        |                |
| Snedden, Nancy Leanne | Manager        | 18.5        | 200.00        |                |
|                       |                | <u>53.1</u> | <u>265.35</u> | - Blended rate |

Total Fee \$14,090.00

HST @ 14% 1,972.60

**Total Amount Due** **\$16,062.60**



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5140 Yonge Street  
Suite 1700  
Toronto ON M2N 6L7  
Canada

Tel: (416) 601-6150  
Fax: (416) 229-2624  
www.deloitte.ca

Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: December 13, 2006  
Invoice No: 1869135  
Client/Mandate No: 743078.5600421  
Billing Partner: B. Bougie  
GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period November 4, 2006 to December 7, 2006.

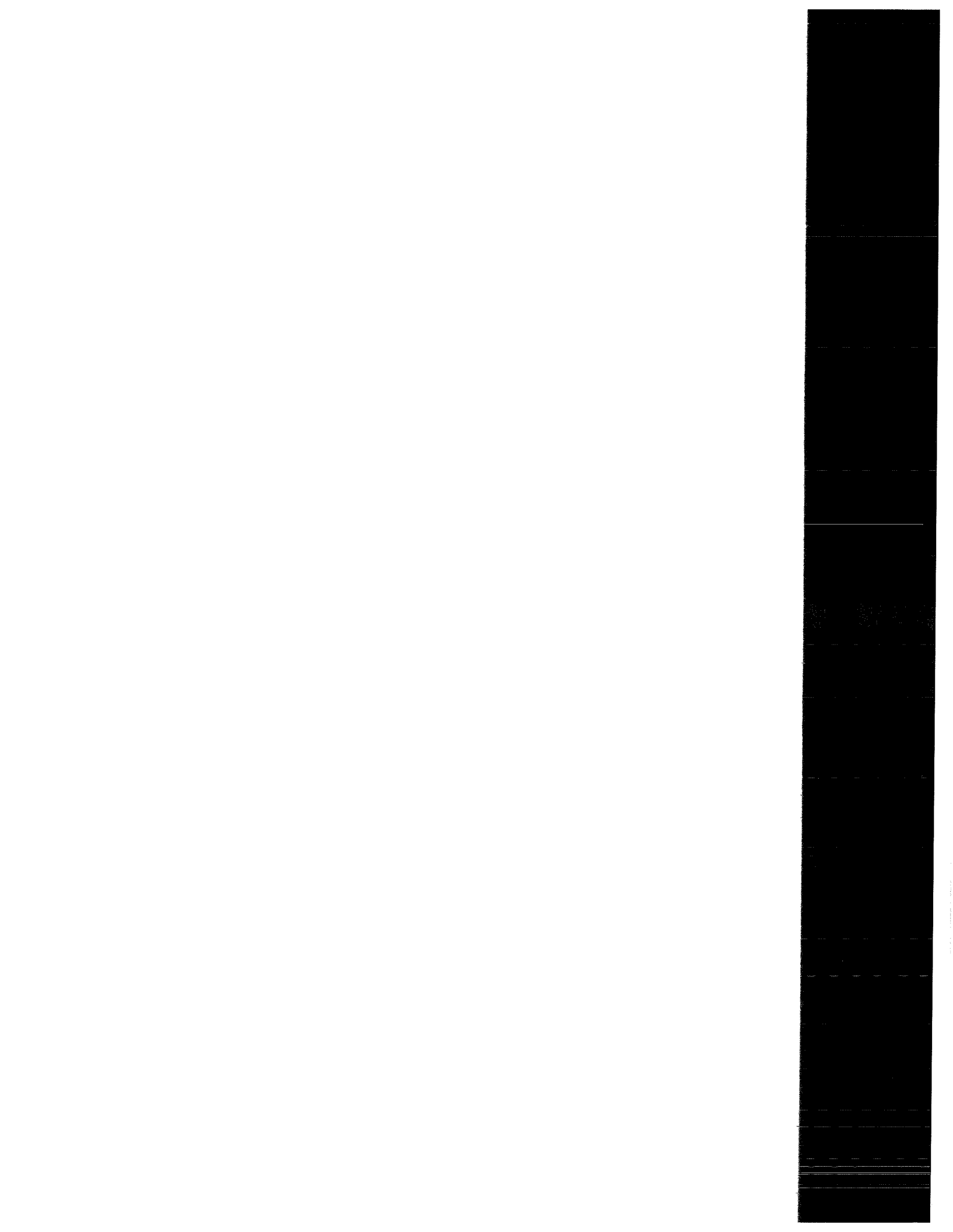
| Date       | Professional          | Hours | Description of Work Performed   |
|------------|-----------------------|-------|---|
| 11/5/2006  | Snedden, Nancy Leanne | 0.5   | CRA priority review.  |
| 11/6/2006  | Penney, Ian           | 1.2   | Call DFO re: purchase of Englee; calls Nancy, Roger Re: filing of Cheticamp T4's; open mail.  |
| 11/7/2006  | Penney, Ian           | 0.2   | Various e-mails; mail.  |
| 11/8/2006  | Penney, Ian           | 1.0   | Call Legrow on insurance refund issues; call Jameel/Neil; Englee issues; e-mails; mail; calls from interested parties.  |
| 11/9/2006  | Snedden, Nancy Leanne | 0.6   | Fisherman earnings requests.  |
| 11/9/2006  | Penney, Ian           | 1.5   | E-mail Roger and Art re: cash receipt on fisher A/R; finalize/send demand letter to NL Harvestors; call Shawn re: CFIA meeting/strategy; review insurance refund supporting documents, call Legraow for further explanation; e-mails; mail. |
| 11/10/2006 | Penney, Ian           | 1.0   | Call Bougie (strategy); call Doug Moores; e-mail/voice mail for Shawn; calculate payout for NL Harvestors.  |
| 11/14/2006 | Penney, Ian           | 0.5   | La Scie mortgage issues.  |
| 11/14/2006 | Halley, Gordon J      | 0.5   | Calls from Doug Moores re: o/s Mortgage - Call from Kevin Slaney re: vessel Missing Link.   |
| 11/14/2006 | Moore, Lindsay M      | 0.2   | Banking.  |
| 11/15/2006 | Penney, Ian           | 0.8   | Call Shawn, Bruce, Roger; meet Kevin Slaney re: boat release; e-mails; mail.  |

Please Return One Copy With Remittance

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|            |                       |     |   |
|------------|-----------------------|-----|---|
| 11/20/2006 | Snedden, Nancy Leanne | 2.5 | Discussions with Roger re: Missing Link 1; Review of reports provided by Roger re: same; Printing reports re: same; Sorting, reviewing and preparing mail for distribution to Cold North. |
| 11/21/2006 | Snedden, Nancy Leanne | 1.5 | Different discussions with Ian, Bruce, Yvonne, Katie & Kevin Slaney re: Missing link; Review of information on both desktop & laptop, fish Payroll & AccPac.                              |
| 11/21/2006 | Penney, Ian           | 1.0 | Call Shawn; call Bruce; e-mails; mail.  |
| 11/22/2006 | Snedden, Nancy Leanne | 0.5 | Sorting, reviewing and preparing mail for distribution to Cold North.   |
| 11/22/2006 | Penney, Ian           | 1.0 | Call Bruce, Roger re: Slaney issues; HST issues.  |
| 11/23/2006 | Snedden, Nancy Leanne | 0.5 | Sorting, reviewing and preparing mail for distribution to Cold North  |
| 11/23/2006 | Penney, Ian           | 0.5 | Call Dan Simmons; Call Neil Jacobs; call Shawn.   |
| 11/24/2006 | Snedden, Nancy Leanne | 1.5 | Sorting, reviewing and preparing mail for distribution to Cold North; Discussion with Ian re Kevin Slaney, phone call to Kevin Slaney.; Review and update statutory declaration.          |
| 11/24/2006 | Penney, Ian           | 1.0 | Emails; call Shawn; call Bruce; call Jameel; plan meetings.   |
| 11/24/2006 | Chaulk, Bruce         | 0.5 | Memo for file concerning sale of vessel.  |
| 11/26/2006 | Penney, Ian           | 5.5 | Prepare for meeting with Daley et al (review old APA, definite agreement, list of residual assets).   |
| 11/27/2006 | Penney, Ian           | 7.0 | Meet with Daley et al; e-mails; etc.  |
| 11/28/2006 | Halley, Gordon J      | 0.5 | Update GIC interest postings for month; miscellaneous calls.  |
| 11/28/2006 | Penney, Ian           | 3.5 | Calls to Shawn, Roger, Bruce; review Cold North disputed items; review WHSCC and CRA correspondence; mail; e-mails.   |
| 11/29/2006 | Penney, Ian           | 3.3 | Review several version of agreement with Cold North; talk to Roger; Talk to Shawn; talk to Bruce; e-mails Terry/Roger; issues re: Century Seafoods.                                       |
| 11/30/2006 | Penney, Ian           | 1.0 | Call Shawn; e-mails; write Endres re: CFIA; review FPI #'s; etc.  |
| 12/1/2006  | Penney, Ian           | 0.3 | Emails; call Jameel.  |
| 12/4/2006  | Penney, Ian           | 3.0 | Shippigan fire issues; emails; mail; call Terry; call Bruce; call Shawn; Cold North issues; plan AON meeting.   |





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www.deloitte.ca

Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: January 10, 2007  
Invoice No: 1878259  
Client/Mandate No: 743078.5600421  
Billing Partner: B. Bougie  
GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period December 11, 2006 to January 5, 2007.

| Date       | Professional   | Hours | Description of Work Performed.  |
|------------|----------------|-------|---|
| 12/11/2006 | Penney, Ian    | 4.8   | Call Roger; prepare priority list for realization efforts; review files on meetings and information requests; meet with Bruce and Shawn at SMSS; meet with Daley et al. at SMSS.  |
| 12/11/2006 | Snedden, Nancy | 0.5   | Status update with Ian, A/R prep.   |
| 12/12/2006 | Penney, Ian    | 2.7   | Call Bruce; call Shawn; review notes from meetings; e-mails; Shawn's memo; conference call; finalize memo on realization priorities.  |
| 12/12/2006 | Snedden, Nancy | 6.5   | Meeting with Kevin Slaney; A/R letter review, documentation gathering for new letters.  |
| 12/13/2006 | Penney, Ian    | 1.5   | Call Shawn; call Bruce; emails re: DFO, La Digue, etc.; review and revise IRs letter re: Dec.11 meeting and offer;.   |
| 12/13/2006 | Snedden, Nancy | 2.3   | A/R letter review, documentation gathering for new letters.   |
| 12/14/2006 | Penney, Ian    | 4.0   | Finalize IRs letter to Marshall; call Shawn; review docs re: Hans Beck Seafoods; prepare for call with Bruce and Shawn re: Shippigan and Englee; draft memo on Shippigan, Englee, etc to bank; discuss memo with Jameel and Neil. |
| 12/14/2006 | Snedden, Nancy | 1.0   | A/R letter review, documentation gathering for new letters.   |

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|            |                       |     |   |
|------------|-----------------------|-----|---|
| 12/15/2006 | Penney, Ian           | 4.5 | Calls to NB fisheries, NS Fisheries, registry of companies NS; review memo and files re: Shippigan; conference call with Shawn, Bruce, Jameel, Neil - Shippigan and Englee; research 14.06 + IR liability;. |
| 12/18/2006 | Penney, Ian           | 4.2 | Call lawyer re: Hans Beck issue; call Rose; call Shawn; e-mails; 2 letters to Prov. Fisheries; 2 e-mails to T. Daley; call NB Fisheries re: Shippigan; notes to file.                                       |
| 12/19/2006 | Penney, Ian           | 3.0 | E-mails; notes to file; Respond to Terry and Steve Marshall; call Shawn; call Bruce; call Rose; call Kensington (Hans Beck).  |
| 12/19/2006 | Halley, Gordon J      | 1.0 | Bank reconciliation.  |
| 12/21/2006 | Penney, Ian           | 2.0 | Call with Shawn and Bruce re: realization actions and priorities; meet with Rose re: Shippigan; look for Shippigan files; emails; calls.  |
| 12/22/2006 | Penney, Ian           | 1.5 | Memo re: priorities; emails.  |
| 1/2/2007   | Snedden, Nancy        | 6.0 | A/R and inventory follow up including calls to all trade receivable accounts.; Call with Ian, Jameel and Neil to discuss go forward memo.   |
| 1/2/2007   | Penney, Ian           | 3.5 | La Scie release; prepare for/call Jameel and Neil re: priorities and actions; e-mails; call Shawn; read correspondence.   |
| 1/3/2007   | Snedden, Nancy        | 6.0 | Gathering info for Roddickton listing; Gathering info on employee and directors receivables.  |
| 1/3/2007   | Penney, Ian           | 1.8 | E-mails; call Roger; instruct Nancy Re: A/R letters, inventory, priorities; review Hans Beck correspondence.  |
| 1/4/2007   | Snedden, Nancy        | 5.5 | Reviewing employee receivables, compiling spreadsheet of employee and director receivables; drafting 15 day demand letter.  |
| 1/4/2007   | Penney, Ian           | 3.7 | E-mails; call Rose re: AON; meet with Nancy; prepare for/call with Shawn and Bruce re: priorities and timelines; prepare for and meet with Bruce re: new letters to Roger.                                  |
| 1/5/2007   | Snedden, Nancy        | 3.0 | Inventory contact on sale; Registered Letters for A/R.  |
| 1/5/2007   | Willcott, Collette M. | 2.0 | Preparing A/R letters to employees and directors and arranging the mailing of same.   |
| 1/5/2007   | Penney, Ian           | 1.6 | Call Bruce; call Fillier (mayor of Englee); call Rose (AON undertakings); emails; Coombs letter.  |



**EXHIBIT F**

**Summary of Billings - Stewart McKelvey  
Interim Receivership - Sea Treat Limited and related Corporate Guarantors**

| <b>Billing Information</b>                   | <b>Period Covered</b>                  | <b>Hours Billed</b> | <b>Total Charges</b> | <b>Blended Hourly Rate</b> | <b>Disbursements</b> | <b>Total Invoice Pre HST</b> |
|--|--|---------------------|----------------------|----------------------------|----------------------|------------------------------|
| <i>Invoice # 81471690 May 31, 2006</i>       | May 19, 2006 to May 30, 2006           | 47.30               | 13,887.50            | 294.01                     | 204.50               | 14,091.50                    |
| <i>Invoice # 81475589 June 28, 2006</i>      | May 31, 2006 to June 27, 2006          | 234.00              | 61,079.10            | 273.95                     | 3,042.59             | 64,121.69                    |
| <i>Invoice # 81481149 July 27, 2006</i>      | June 28, 2006 to July 26, 2006         | 160.40              | 36,421.25            | 241.05                     | 1,314.41             | 37,735.66                    |
| <i>Invoice # 81485223 August 28, 2006</i>    | July 27, 2006 to August 24, 2006       | 220.30              | 54,153.00            | 265.74                     | 597.93               | 54,750.93                    |
| <i>Invoice # 81490148 September 28, 2006</i> | August 25, 2006 to September 27, 2006  | 95.35               | 25,646.50            | 279.32                     | 778.52               | 26,425.02                    |
| <i>Invoice # 81495885 October 27, 2006</i>   | September 28, 2006 to October 26, 2006 | 52.00               | 13,524.50            | 266.62                     | 59.16                | 13,583.66                    |
| <i>Invoice # 81502182 November 28, 2006</i>  | October 27, 2006 to November 28, 2006  | 42.90               | 10,210.00            | 254.00                     | 244.34               | 10,454.34                    |
| <i>Invoice # 81506962 December 20, 2006</i>  | November 29, 2006 to December 20, 2006 | 55.30               | 14,825.50            | 269.09                     | 323.33               | 15,148.83                    |
|  |  | <u>907.55</u>       | <u>229,747.35</u>    | <u>253.15</u>              | <u>6,564.78</u>      | <u>236,311.63</u>            |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

May 31, 2006  
Invoice No. 81471690  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |  | HOURS |
|-----|--------------|--|-------|
| BCG | May 19, 2006 | Telephone discussions with I. Penney. Conflict check and related.  | 0.70  |
| BCG | May 20, 2006 | Review of Order. Review of conflict checks. E-mail to lawyers at office regarding retainer and related.  | 0.80  |
| BCG | May 22, 2006 | Work on file.  | 0.70  |
| BCG | May 23, 2006 | Various telephone discussions and e-mails. Review of documentation received from I. Penney. E-mails regarding cases. Review of documents received from S. Kavanagh. Work on file. Meetings and related. Review of vesting Orders and related. Review of materials from S. Kavanagh regarding original Order, review of case law on quick flips regarding receivership. | 9.60  |
| NLJ | May 23, 2006 | Meeting with B. Grant, I. Penney and B. Bougie regarding Vesting Order, etc. Reviewing materials on bankruptcy for purposes of drafting Vesting Order. Reviewing further materials on Vesting Order. Research Bankruptcy and Insolvency Act with regard to Vesting Order.  | 4.80  |
| BCG | May 24, 2006 | Work on file. Telephone discussions with I. Penney and G. Dickie. Work on Application. E-mails regarding possible sale, originating documents and service. Telephone discussions with G. Dickie. Telephone discussions with I.   | 4.90  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

May 31, 2006  
File No. NF8180-00020  
Invoice No. 81471690  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | Penney. E-mails and further correspondence with G. Dickie. E-mails and related overview of Fisheries Products International payments. Review of Vesting Order Application and Vesting Order. Telephone discussions with I. Penney. Related work on file. Review of Affidavit vis-a-vis Fishery Products International / Cold North.   |       |
| NLJ | May 24, 2006 | Reviewing Vesting Order. Draft Application and Order. Telephone call to I. Penney respecting matter. Meeting with B. Grant regarding application and service, etc. Meeting with B. Grant regarding service and discussion with G. Dickie. Reviewing Originating Application. Reviewing emails of G. Dickie, B. Grant and I. Penney regarding service, etc. Meeting with B. Grant respecting transaction and application materials and call of I. Penney.  | 4.00  |
| BCG | May 25, 2006 | Further work regarding Fishery Products International Limited issue. Telephone discussions with I. Penney. Review of materials and further discussions with I. Penney regarding Sea Treat Limited. Telephone discussions with G. Dickie and related. Telephone discussions with I. Penney. Conference with K. Walsh regarding Royal Bank of Canada and Skyfish Limited discoveries. Review of further materials received from I. Penney. Telephone discussions with I. Penney. Revision to letter to Fishery Products International Limited. Telephone discussions with G. Dickie. Telephone discussions with I. Penney. Further telephone discussions with G. Dickie. Forwarding of letter to Fishery Products International Limited. Conference with N. Jacobs and work on file. Telephone discussions with I. Penney. Review of e-mails. Telephone discussions with D. Clarke. Telephone discussions with I. Penney. Telephone discussions with D. Clarke regarding Fishery Products International Limited letter. | 6.30  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

May 31, 2006  
File No. NF8180-00020  
Invoice No. 81471690  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
| NLJ | May 25, 2006 | Telephone call to B. Grant respecting process and security review. Reviewing letter of B. Grant regarding FPI.   | 0.40  |
| BCG | May 26, 2006 | Work on Terms of Sale - review and comments related to same. Further work in relation to Terms of Sale. E-mail with I. Penney regarding filings. E-mail to G. Connors. Further e-mail to R. Bougie and I. Penney regarding Fishery Products International. Telephone discussions with I. Penney. Further work regarding Terms of Sale including numerous e-mails and telephone discussions. Further work on file regarding Terms of Sale and related. Further e-mail to S. Kavanagh. Further telephone discussions with I. Penney. Conference with N. Jacobs regarding sale process, work on file. | 4.40  |
| NLJ | May 26, 2006 | Reviewing email respecting comments on sale package. Telephone call to B. Grant respecting security review and FPI. Reviewing email of B. Grant respecting security review. Reviewing email regarding PPSA Notices. Reviewing email on directives. Reviewing email of Kavanagh respecting sale Order. Reviewing email of B. Bougie regarding Terms and Conditions and replies.   | 1.20  |
| BCG | May 29, 2006 | Various e-mails through weekend and replies. Review of materials from I. Penney. Telephone discussions with G. Halley. Arranging for searches at Shipping Registry. Telephone discussions with C. Strickland and G. Halley. Work regarding vessel searches. Conference with N. Jacobs regarding Receivership filings and searches.   | 3.80  |
| NLJ | May 29, 2006 | Reviewing corporate search information. Reviewing addresses and Personal Property Security Act with respect to Receivership Notice.  | 0.80  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

May 31, 2006  
File No. NF8180-00020  
Invoice No. 81471690  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|                   |              |  | HOURS              |
|-------------------|--------------|--|--------------------|
| BCG               | May 30, 2006 | Work on file regarding shipping vessels. E-mails regarding Fishery Products International. Report to I. Penney. E-mail with R. Bougie and related. Telephone discussions with D. Clarke. Further e-mails. Preliminary review of real property searches. E-mails regarding vessels and reports. Review of unofficial Transcripts received from Shipping Registry and forwarding by fax. Further review of searches and related e-mails. | 4.00               |
| NLJ               | May 30, 2006 | Reviewing email of B. Grant regarding FPI. Draft PPSA Notice. Reviewing further email of B. Grant respecting FPI. Review further email regarding ships searches.   | 0.90               |
| <b>Total Fees</b> |              |  | <u>\$13,887.50</u> |

| TIMEKEEPER SUMMARY          | RATE   | HOURS | FEE         |
|-----------------------------|--------|-------|-------------|
| Neil Jacobs                 | 275.00 | 12.10 | 3,327.50    |
| Bruce Grant                 | 300.00 | 35.20 | 10,560.00   |
| <b>TOTAL HOURS AND FEES</b> |        | 47.30 | \$13,887.50 |

#### DISBURSEMENTS

##### DISBURSEMENTS SUMMARY:

Civil Litigation Transaction Levy 50.00

PPSA Professional Fees 24.00

\* Registry of Shipping 120.00

\* PPSA Costs 10.00

\* Items Not Subject to HST

**Total Disbursements** \$204.00

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

May 31, 2006  
File No. NF8180-00020  
Invoice No. 81471690  
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RE: Sea Treat Limited et. al., In Receivership

Page 5

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|                                     |                           |
|-------------------------------------|---------------------------|
| Total Fees and Disbursements        | \$14,091.50               |
| HST on Taxable Fees & Disbursements | 2,094.23                  |
| <b>TOTAL DUE AND OWING</b>          | <u><u>\$16,185.73</u></u> |

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

June 28, 2006  
Invoice No. 81475589  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |  | HOURS |
|-----|--------------|--|-------|
| CYS | May 29, 2006 | Email from B. Grant and reply. Voice mail to Registry of Ships regarding searches. Various discussions with B. Grant regarding information required. Telephone call to Registry of Ships. Email to Registry of Ships regarding required information. | 0.60  |
| CYS | May 30, 2006 | Various emails to and from Registry of Ships and B. Grant and obtaining of transcripts and other information.  | 0.70  |
| BCG | May 31, 2006 | E-mails regarding ships' Mortgages. E-mails from S. Kavanagh. E-mails regarding vessels and receipt of PPSA information.   | 0.90  |
| CYS | May 31, 2006 | Emails from A. Gladwin at Deloitte regarding additional information required. Email to B. Williams. On-line searches. Email to A. Gladwin. Email from A. Gladwin regarding officers and directors and request corporate searches.                    | 0.80  |
| CYS | Jun 1, 2006  | Review corporate search results and email to A. Gladwin. Email from A. Gladwin and reply regarding further search at Registry of Ships.  | 0.50  |
| NLJ | Jun 1, 2006  | Reviewing application and order regarding sealing matter and sale process. Reviewing email with G. Dickie's response. Reviewing email regarding litigation. Email B. Bougie regarding Order and  | 1.00  |



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|     |             |   | HOURS |
|-----|-------------|---|-------|
|     |             | sealing and precedent value.  |       |
| NA  | Jun 1, 2006 | Completed company search for Lucy Rose Ltd and Scanpol Shipping.  | 0.50  |
| BCG | Jun 2, 2006 | Various e-mails regarding court orders, filings, vessels and related. Telephone discussions with I. Penney regarding forklifts, access to Ernst & Young files. E-mails from I. Penney. Letter to R. Daley and research regarding Personal Property Security Act. Review of letter from G. Dickie. Review of vessel information. E-mails regarding La Scie Fisheries. Further e-mails regarding La Scie Fisheries. | 3.40  |
| CYS | Jun 2, 2006 | Email from A. Gladwin. Email to Registry of Ships. Email transcripts to A. Gladwin. Telephone call from Registrar regarding hard copies of mortgages.   | 0.20  |
| NLJ | Jun 2, 2006 | Reviewing email respecting additional company. Review email from B. Grant regarding corporate information.  | 0.40  |
| BCG | Jun 5, 2006 | E-mails regarding vessels. E-mail from S. Kavanagh and reply. Meeting with N. Jacobs regarding notices. Telephone discussions with I. Penney.   | 1.30  |
| NLJ | Jun 5, 2006 | Telephone call to B. Grant respecting security review and real property issues. Verify names and addresses of debtors. Reviewing email of B. Grant regarding security review. Meeting with B. Grant regarding application to approve sale. Reviewing information package. Review materials for approval of sale.  | 2.10  |
| VAS | Jun 6, 2006 | PPSA Financing Statement registered and confirmation searches completed;  | 2.00  |
| BCG | Jun 6, 2006 | Telephone discussions with I. Penney. Preparation of draft letter to Ernst & Young. E-mail to I. Penney. Review of Order and related. E-mails regarding Crustaces issues. Further work on file, letters and related. E-mails regarding  | 5.90  |

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|     |             |  | HOURS |
|-----|-------------|--|-------|
|     |             | licenses. Receipt and review of letter from White Ottenheimer regarding forklifts. Work with N. Jacobs regarding PPSA notices. E-mails regarding forklifts. Further work on file. PPSA review. Telephone discussions with I. Penney and S. Kavanagh. Review of documents. E-mail to S. Kavanagh.   |       |
| DJS | Jun 6, 2006 | Reviewing financing statement and revise   | 0.50  |
| CSR | Jun 6, 2006 | Review and exchange email with N. Jacobs. Office conference with Corporate Services.   | 0.30  |
| NLJ | Jun 6, 2006 | Meeting with B. Grant regarding application and violations of Court order. Add in additional addresses based on searches. Review application with respect to Terms of Sale for revisions, etc. Arrange filing of financing statement in Atlantic Canada. Reviewing email and reply with regard to post-registration searches. Exchange of emails with respect to content of PPSA filing. Revise NL statement with regard to name of applicant. Reviewing emails of K. Boswell and D. Stephenson regarding registration.  | 3.00  |
| SM  | Jun 6, 2006 | Conduct PPSA registration re: Notice of Appointment of Receiver; forward to Newfoundland office.   | 1.00  |
| VAS | Jun 7, 2006 | PPSA Amended registered;   | 0.30  |
| VAS | Jun 7, 2006 | PPSA Discharge registered and Notice of Appointment of Receivership registered;  | 1.00  |
| BCG | Jun 7, 2006 | E-mail with S. Kavanagh. Work regarding security and related. Further work on security matters. Telephone discussions with I. Penney and S. Kavanagh regarding forklifts, A. Daley access to plant and related work. Telephone discussions with I. Penney regarding insurance. E-mails regarding letters from G. Dickie. E-mails from A. Dhanani regarding A. Daley. E-mail to A. Dhanani. E-mail to I. Penney. Work on drafting letters. Work on file regarding letters to G. Dickie and various telephone discussions. | 4.70  |

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|     |             |  | HOURS |
|-----|-------------|--|-------|
|     |             | Further letter to G. Dickie.   |       |
| SB  | Jun 7, 2006 | PPSA registration  | 0.70  |
| DJS | Jun 7, 2006 | Reviewing materials; email to N. Jacobs  | 0.20  |
| DJS | Jun 7, 2006 | Reviewing materials  | 0.20  |
| CSR | Jun 7, 2006 | Review and exchange email with other offices.  | 0.20  |
| KMB | Jun 7, 2006 | Receipt and review of correspondence from Neil Jacobs re Sea Treat Limited receivership; attendances for PPSA registration re appointment of Deloitte & Touche as receiver; related attendances on file;   | 0.40  |
| NLJ | Jun 7, 2006 | Email to Atlantic counterparts regarding financing statement and Receiver. Revise NL financing statement with additional information and revised address (Cheticamp). Email Atlantic partners regarding registration and no need to do anything with ML Technologies. Reviewing email of D. Stephenson regarding order. Email K. Boswell respecting PEI addresses. Review amended NL financing statement. Email K. Boswell regarding Deloitte PEI office and PEI filing. Reviewing registrations in Nova Scotia, New Brunswick and Prince Edward Island. | 2.40  |
| BCG | Jun 8, 2006 | E-mails from and to I. Penney. Further e-mails. Conference with N. Jacobs regarding orders and letters. Review of Bank of Nova Scotia security. E-mails from I. Penney regarding invoicing and letter from S. Kavanagh and review. Work on file. Letter to Mark Andrews regarding forklifts. Letter from PEI counsel regarding claim. Telephone discussions with G. Connors. Telephone discussions with M. Sogelco. Further work regarding Aqua-Packaging claim, PEI action defence.   | 4.90  |
| WMD | Jun 8, 2006 | File PPSA registration regarding Sea Treat.  | 1.50  |
| CSR | Jun 8, 2006 | Revise PPSA filing instructions. Office conference with corporate services. Send documents to N. Jacobs.   | 0.30  |

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|     |              |   | HOURS |
|-----|--------------|---|-------|
| NLJ | Jun 8, 2006  | Telephone call to B. Grant regarding letters to G. Dickie and regarding application. Reviewing email from I. Penney. Revise application and order to make generic.  | 1.30  |
| NLJ | Jun 9, 2006  | Reviewing email of B. Grant regarding application. Touch up materials.  | 0.70  |
| BCG | Jun 11, 2006 | Various e-mails and correspondence regarding issues concerning PEI action, mail, personal property, forklifts. Review of draft Application. Review of PEI documents, review of security.  | 5.50  |
| BCG | Jun 12, 2006 | E-mail from A. Dhanani regarding Nova undertaking and reply. Telephone discussions with G. Dickie. Further work regarding e-mails from I. Penney. Receipt of information regarding Aqua-Packaging. E-mail to G. Connors. Telephone discussions regarding PEI action. E-mails regarding letter to G. Dickie. Review of Interim Receiver's Report and comments. E-mail from G. Connors regarding NB registration. Further e-mails from I. Penney. Telephone discussions with I. Penney regarding Interim Receiver's Report. Review of PEI materials from Kay McKnight & Maynard law office. E-mails with PEI counsel. Telephone discussions with G. Dickie. Telephone discussions with S. Kavanagh regarding outstanding litigation. E-mails regarding recovery order and e-mail regarding meeting concerning litigation matters. | 5.50  |
| KMB | Jun 12, 2006 | Correspondence to and from Bruce Grant re Sea Treat Limited in receivership; review Newfoundland Supreme Court receivership order; correspondence to and from Bruce Grant re same;  | 0.40  |
| NLJ | Jun 12, 2006 | Reviewing redlined application. Meeting with B. Grant on application. Reviewing email of B. Grant regarding PEI. Reviewing Interim Receiver's Report. Reviewing search report of G. Connors. Email I. Penney with draft application. Reviewing application based on Receiver's Report.  | 3.30  |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Review email from K. Boswell regarding Bankruptcy and Insolvency Act and PEI. Reviewing email of B. Grant regarding PEI situation. Reviewing further email of B. Grant and email of I. Penney regarding Daley litigation. Reviewing comments of B. Bougie.   |       |
| NA  | Jun 12, 2006 | Obtained copy of notice of directors   | 0.25  |
| KMB | Jun 13, 2006 | Telephone consultations with D. Hooley and J. Maynard re claim by Sogelco International against Daley Brothers Limited and Sea Treat Limited; discussion re stay of Prince Edward Island proceedings; telephone consultation with B. Grant re same; correspondence to D. Hooley re stay of PEI proceedings for Sea Treat Limited receivership.   | 0.60  |
| SEN | Jun 13, 2006 | Meeting with B. Grant to discuss FPI and Cold North issues. Review of various correspondence between B. Grant and G. Dickie. Review of Court Order and file material. Attendance at meeting with G. Dickie, B. Grant and others to discuss Cold North issues.  | 4.90  |
| BCG | Jun 13, 2006 | E-mails regarding litigation issues and discussions concerning same. E-mails with S. Kavanagh, I. Penney and G. Dickie. Telephone discussions with K. Boswell regarding PEI action. Consultation with S. Norman. Further e-mails and correspondence concerning the matter. Telephone discussions regarding Ernst & Young comments (2), e-mails relating to same and further work on litigation, Fishery Products International and Application. Telephone discussions with T. Daley. Telephone discussions with I. Penney. Telephone discussions with G. Dickie and further discussions with I. Penney. Consultation with S. Norman regarding notices from Patterson Palmer regarding La Scie Fisheries. E-mails regarding various matters. Discussions concerning meeting and attendance at meeting at G. Dickie's office | 8.40  |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | regarding Fishery Products International.  |       |
| NLJ | Jun 13, 2006 | Reviewing emails of B. Grant (2) regarding Order and meeting with T. Daley. Reviewing emails of B. Grant and S. Kavanagh regarding application. Reviewing email of B. Grant respecting hearing date. Meeting with B. Grant to discuss litigation, FPI and application. Telephone call to B. Grant and emails regarding application and FPI. Revise application, etc. per comments of B. Bougie and Interim Receiver. Reviewing email from K. Boswell. Reviewing emails and telephone call to B. Grant regarding discussion on FPI.   | 3.20  |
| SEN | Jun 14, 2006 | Review of various correspondences.   | 0.30  |
| KMB | Jun 14, 2006 | Receipt and review of correspondence from D. Hooley re Sogelco International Inc. claim against Daley Bros. Limited; correspondence to and from B. Grant re same; attendances for personal property searches in PEI.   | 0.40  |
| BCG | Jun 14, 2006 | E-mails from S. Kavanagh regarding Anchor Point and Englee. E-mail to I. Penney. E-mail to Ernst & Young counsel regarding access to records. Telephone discussions with D. Hanna. E-mails regarding Englee and Cold North concerns. Telephone discussions with G. Dickie. E-mails from I. Penney regarding Fishery Products International. E-mail to D. Simmons. E-mail to G. Dickie. E-mails regarding Sogelco. E-mail regarding Beaver Street Fisheries. E-mails regarding directions to PEI lawyer. Letter to J. Maynard. Telephone discussions with I. Penney. Telephone discussions with D. Simmons. Review of e-mails from I. Penney regarding Cold North issues. Reporting regarding D. Simmons discussion. E-mail to G. Dickie regarding St. Paul Seafoods' account. Research regarding Daley Seafoods and provision of information. Review of Beaver Street Fisheries letter. Further e-mails regarding St. Paul Seafoods. E-mails from I. | 6.80  |

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | Penney regarding Cold North and St. Paul Seafoods and related.  |       |
| NLJ | Jun 14, 2006 | Reviewing email of K. Boswell regarding PPSA searches and reply.  | 0.20  |
| BCG | Jun 15, 2006 | E-mails and related. Various telephone calls and replies to calls.  | 1.50  |
| SEN | Jun 15, 2006 | Review of correspondence from Deloitte & Touche. Review of Application for Sale. Draft Order, Receiver's Certificate. Draft First Receiver's Report. Telephone call from I. Penney. Conference call with S. Kavanagh. Correspondence to G. Dickie. Meeting with N. Jacobs.  | 3.10  |
| NLJ | Jun 15, 2006 | Reviewing emails of I. Penney and B. Grant regarding additional \$100,000.00. Reviewing letter to T. Daley. Reviewing emails of B. Grant and I. Penney. Reviewing email of B. Bougie. Tidy up and send letter to T. Daley. Reviewing email of S. Kavanagh regarding application. Email forwarding revised application for comment. Meeting with S. Norman. Telephone call to S. Kavanagh. Telephone call to I. Penney. Reviewing email of S. Kavanagh with draft Agreement of Purchase and Sale. Reviewing due diligence memo from S. Kavanagh. Meeting with S. Norman regarding discussion with I. Penney and application. | 3.50  |
| SM  | Jun 15, 2006 | Conduct 2 PPSA and Judgment searches.   | 0.10  |
| BCG | Jun 16, 2006 | E-mails (35) and numerous telephone discussions with Receiver and with legal counsel of parties, replies to e-mails and review of materials.  | 8.40  |
| SEN | Jun 16, 2006 | Review of Bankruptcy Act regarding notice provisions. Review of various e-mail correspondence between Receiver, S. Kavanagh, J. Hutchings, N. Jacobs, B. Grant. Discussions with G. Dickie regarding service. Review of title search reports. Review of 2nd draft Agreement of Purchase and Sale. Revisions to draft Application  | 8.40  |

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | and Order. Conference call with Receiver and S. Kavanagh. Review of further drafts of all documents and comments thereon. Telephone discussions with I. Penney and S. Kavanagh.   |       |
| NLJ | Jun 16, 2006 | Reviewing various emails of I. Penney, B. Bougie, S. Kavanagh and S. Norman. Emails in reply. Telephone call to B. Grant and emails on application and order. Telephone calls to S. Norman (2) regarding matter.  | 8.00  |
| KMB | Jun 17, 2006 | Receipt and review of PEI personal property and judgments searches; correspondence to Neil Jacobs re same;  | 0.25  |
| NLJ | Jun 17, 2006 | Reviewing emails of I. Penney. Telephone call to B. Grant regarding Order in Aid of Service. Telephone call to B. Grant regarding security review.  | 0.80  |
| BCG | Jun 18, 2006 | E-mails (3) and related concerning the matter.  | 0.60  |
| BCG | Jun 19, 2006 | E-mails (16) and telephone discussions with S. Norman and replies to various e-mails.   | 2.80  |
| SEN | Jun 19, 2006 | Review of numerous e-mails from various parties regarding updated drafts of Agreement, Application and Receiver's Report. Meeting with I. Penney to resolve issues regarding drafts and sealing, finalizing Application, Order and Notice. Discussions with court regarding date. Discussions with court regarding date. Conference calls with receiver and S. Kavanagh. Preparing packages of documents for service. Review of research regarding confidentiality orders. E-mails with J. Hutchings regarding ownership of 54040 Nfld. & Lab. Inc. Drafting cover letter to accompany applications to explain Application is to approve sale only. | 9.20  |
| MER | Jun 19, 2006 | Meeting with S. Norman on various questions on receivership.  | 0.20  |
| MER | Jun 19, 2006 | Discussions with S. Norman on searches and notice.  | 0.10  |



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|     |              |  | HOURS |
|-----|--------------|--|-------|
| NLJ | Jun 19, 2006 | Reviewing various emails regarding Terms of Sale, undertaking, NS property and Order in Aid. Email reply regarding Terms of Sale, etc. Reviewing emails regarding service and reply.   | 2.90  |
| JSM | Jun 20, 2006 | Calls from F. Van Wie Penick and T. Tam. Call and email from S. Norman. Review material. Meeting with S. Conlon.   | 1.00  |
| BCG | Jun 20, 2006 | E-mails (17) and telephone discussions with S. Norman. Review of materials and replies to e-mails.   | 4.20  |
| SEN | Jun 20, 2006 | Telephone calls with court regarding date. Review of Schedules from S. Kavanagh. Completion of Application package for court. Inquiry regarding service on RBC. Discussions with McInnes Cooper (Halifax) regarding marketability of title and vesting order. Discussions with S. Kavanagh regarding same. Attendance at court to get documents issued and date set. Preparing final packages of documents for service. Telephone conference with McInnes Cooper, Halifax. | 7.90  |
| SLC | Jun 20, 2006 | Meeting with J. McFarlane. Initial file review. Legal research regarding court application.  | 2.90  |
| MER | Jun 20, 2006 | Discussions with S. Norman on service.   | 0.10  |
| JDM | Jun 20, 2006 | Copied and faxed documents.  | 0.20  |
| NLJ | Jun 20, 2006 | Reviewing various emails regarding application. Emails in reply regarding undertaking, etc.  | 5.00  |
| SEN | Jun 21, 2006 | Telephone call from K. Hollett (Town of Englee) with questions regarding sale. Correspondence to K. Hollett and Town. Finishing service issues. Review of correspondence from all parties. Correspondence with SMSS Halifax regarding Land Title issues. Discussions with PEI, NB and Halifax Offices regarding Aqua Packaging address. Telephone discussion with G. Connors, SMSS Halifax, McInnes Cooper, J. Hutchings.  | 7.20  |
| JSM | Jun 21, 2006 | Work on application. Meeting with S. Conlon.   | 1.00  |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Calls to B. Grant. Sign affidavit. Call to S. Kingston.  |       |
| BES | Jun 21, 2006 | Email from Susan Norman. Attendances in relation to same. Email to Susan Norman.   | 0.35  |
| BCG | Jun 21, 2006 | Discussions with S. Norman and related review of file and materials. Telephone discussions with I. Penney, further telephone discussions and e-mails. E-mails and letters pertaining to hearing and request for adjournment. Telephone discussions with I. Penney. Telephone discussions with S. Kavanagh. Telephone discussions with John McFarlane. Telephone discussions with J. Hutchings. Telephone discussions with D. Hanna. Review of last draft of Application and Interim Receiver's Report. | 8.30  |
| SLC | Jun 21, 2006 | Meeting with J. McFarlane. Telephone call to A. Boucher. Telephone call to Susan Norman. Commence drafting affidavit. Meeting with J. McFarlane. Telephone call to A. Boucher. Correspondence to S. Kingston and S. Norman. Drafted application documents and pre-hearing brief.   | 7.80  |
| NLJ | Jun 21, 2006 | Reviewing courier package. Reviewing email regarding Confidentiality Agreement. Reviewing emails of B. Grant and B. Bougie and letter of McGrath regarding confidentiality. Reviewing emails of B. Bougie and B. Grant regarding T. Daley. Reviewing email of B. Grant regarding Cold North and T. Daley. Reviewing reply of J. Hutchings respecting application. Reviewing email of S. Kavanagh. Teleconference with S. Kavanagh, J. McFarlane and J. Hutchings. Research case law.                   | 4.20  |
| JSM | Jun 22, 2006 | Work on application. Emails.   | 1.00  |
| KMB | Jun 22, 2006 | Receipt and review of correspondence from D. Hooley re Sogel action in Prince Edward Island Supreme Court against Sea Treat and Daley Brothers; correspondence to B. Grant re same;  | 0.30  |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | receipt and review of additional correspondence from and to D. Hooley; related attendances on file;  |       |
| NLJ | Jun 22, 2006 | Reviewing emails regarding objection to application, etc. Reviewing letter of Marshall with Affidavit. Reviewing emails and replies regarding application. Reviewing email regarding PEI and telephone call to B. Grant. Forward PPSA search. Reviewing Affidavits of I. Penney and Clouston in preparation for hearing.         | 5.00  |
| JGC | Jun 22, 2006 | Attend at Prothonotary's office twice in order to ensure that some documents were properly filed.  | 1.50  |
| SLC | Jun 22, 2006 | Prepared final draft of application documents. Letter to A. Boucher. Meeting with J. McFarlane.  | 1.00  |
| BCG | Jun 22, 2006 | Work related to Application and sale, preparation for Application.   | 9.00  |
| VAS | Jun 22, 2006 | Complete eighteen (18) PPSA searches.  | 1.00  |
| MB  | Jun 22, 2006 | Retrieving cases   | 1.20  |
| SS  | Jun 23, 2006 | Attended at Supreme Court Registry to retrieve judicial order.   | 0.70  |
| NLJ | Jun 23, 2006 | Telephone call to B. Grant regarding application. Review of Affidavit material with respect to hearing. Reviewing emails of B. Grant regarding licenses and equipment. Prepare for hearing. Attendance at hearing. Prepare for resumption of hearing and luncheon with I. Penney. Attendance at hearing. Arrange Order and Deed. | 6.40  |
| JSM | Jun 23, 2006 | Calls to Newfoundland and Labrador. Calls to S. Kingston. Appearance before Justice Coughlan. Further calls to Newfoundland and Labrador. Obtain Order. Complete Application. Fax Order.   | 3.00  |
| BCG | Jun 23, 2006 | Attendance at Supreme Court of Newfoundland and Labrador for hearing. Receipt of Court Order. Closing of sale to 54040 Newfoundland and Labrador Inc. and all related.   | 10.30 |
| NLJ | Jun 23, 2006 | Reviewing Vesting Order (NS) received from Lake. Deal with closing. Obtain Order and certified copies of same.   | 3.20  |

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|                   |              |  | HOURS              |
|-------------------|--------------|--|--------------------|
| BCG               | Jun 27, 2006 | Further direction on taxes, e-mails regarding Order, closing matters and related documents, review of agreements regarding Daley. Teleconference and related. E-mail to J. Hutchings.  | 4.00               |
| NLJ               | Jun 27, 2006 | Reviewing email regarding certified copy of Order and obtain same. Reviewing email from B. Grant respecting trust funds. Arrange filing of Certificate and obtain certified copy of Vesting Order for Nova Scotia. Review copy of Nova Scotia Order. Reviewing exchange of emails between B. Grant and J. Hutchings regarding closing and adjustments. Meeting with B. Grant respecting certified copies of Order and discuss closing. Reviewing emails (3) regarding Letter of Intent. Meeting with B. Grant and teleconference with I. Penney and B. Bougie respecting Letter of Intent. | 2.80               |
| <b>Total Fees</b> |              |  | <u>\$61,079.10</u> |

| TIMEKEEPER SUMMARY         | RATE   | HOURS | FEE      |
|----------------------------|--------|-------|----------|
| Natasha Andrews            | 50.00  | 0.75  | 37.50    |
| Steve Scruton              | 65.00  | 0.70  | 45.50    |
| Meredith Baker             | 65.00  | 1.20  | 78.00    |
| Sylvia Barnes              | 78.00  | 0.70  | 54.60    |
| Wanda M. Doiron (PPSA)     | 80.00  | 1.50  | 120.00   |
| Greg Clooney               | 80.00  | 1.50  | 120.00   |
| Janet D. MacKay            | 80.00  | 0.20  | 16.00    |
| Veronica A. Seaward (PPSA) | 80.00  | 4.30  | 344.00   |
| Shelley MacKay             | 110.00 | 1.10  | 121.00   |
| Susan Norman               | 200.00 | 41.00 | 8,200.00 |
| Sheree L. Conlon           | 210.00 | 11.70 | 2,457.00 |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

June 28, 2006  
File No. NF8180-00020  
Invoice No. 81475589  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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| TIMEKEEPER SUMMARY    | RATE   | HOURS  | FEE         |
|-----------------------|--------|--------|-------------|
| Maureen Ryan          | 250.00 | 0.40   | 100.00      |
| Cecily Strickland     | 255.00 | 2.80   | 714.00      |
| Barbara Smith         | 270.00 | 0.35   | 94.50       |
| Neil Jacobs           | 275.00 | 59.40  | 16,335.00   |
| Bruce Grant           | 300.00 | 96.40  | 28,920.00   |
| J.S. McFarlane        | 325.00 | 6.00   | 1,950.00    |
| Darrell J. Stephenson | 330.00 | 0.90   | 297.00      |
| Keith Boswell         | 340.00 | 2.35   | 799.00      |
| C.S. Reagh            | 345.00 | 0.80   | 276.00      |
| <br>                  |        |        |             |
| TOTAL HOURS AND FEES  |        | 234.00 | \$61,079.10 |

DISBURSEMENTS

DISBURSEMENTS SUMMARY:

|                              |        |
|------------------------------|--------|
| Bailiff                      | 415.00 |
| Law Stamp                    | 25.00  |
| PPSA Search Fee              | 19.20  |
| Courier/Delivery             | 173.46 |
| Facsimile Charges            | 4.49   |
| Photocopies                  | 993.80 |
| PPSA Costs                   | 126.00 |
| Search Fees                  | 49.68  |
| Stationery/Bookbinding/Seals | 27.20  |
| Telephone Long Distance      | 13.56  |
| * PPSA Filing Fee            | 54.00  |
| * Registry of Shipping       | 80.00  |
| * Registry of Supreme Court  | 228.00 |
| * Government Fees            | 41.00  |
| * PPSA Costs                 | 43.65  |
| * PPSA Costs                 | 102.00 |
| * PPSA Costs                 | 360.00 |

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RE: Sea Treat Limited et. al., In Receivership

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DISBURSEMENTS SUMMARY:

|                                     |                           |
|-------------------------------------|---------------------------|
| * Prothonotary                      | 175.00                    |
| * Registry of Deeds                 | 3.00                      |
| * Items Not Subject to HST          |                           |
| <b>Total Disbursements</b>          | <u>\$2,934.04</u>         |
| <br>                                |                           |
| Total Fees and Disbursements        | \$64,013.14               |
| GST on Taxable Fees & Disbursements | 14.28                     |
| HST on Taxable Fees & Disbursements | 9,408.37                  |
| PST on Taxable Fees                 | 108.55                    |
| <br>                                |                           |
| <b>TOTAL DUE AND OWING</b>          | <u><u>\$73,544.34</u></u> |

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*

Remittance Page

# STEWART MCKELVEY

NEWFOUNDLAND OFFICE

St. John's

Remit to:

PO Box 5038, Suite 1100, Cabot Place  
100 New Gower Street, St. John's, NL Canada, A1C 5V3  
Tel. 709.722.4270 Fax 709.722.4565  
GST Registration No. R121769053

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Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

Our File: NF8180-00020  
Invoice: 81475589  
Date: June 28, 2006

RE: Sea Treat Limited et. al., In Receivership

Please return this page with your remittance so we may ensure your account is properly credited.

|                                     |                           |
|-------------------------------------|---------------------------|
| For Professional Services Rendered: | \$61,079.10               |
| Disbursements Incurred:             | 2,934.04                  |
| GST:                                | 14.28                     |
| HST:                                | 9,408.37                  |
| PST:                                | <u>108.55</u>             |
| Total Account Due:                  | <u><u>\$73,544.34</u></u> |

Grant, Bruce

## Account rendered in Canadian Dollars

**Payment Accepted by Electronic Funds Transfer:**

Wire Payment Instructions:

Royal Bank of Canada

Main Branch,

226 Water Street, St. John's, NL

Stewart McKelvey Stirling Scales – General Account

Transit#Bank#: 09453-003

Account No. 000-080-2

For more info please contact the Accounts Receivable Clerk at 709-722-4270

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

July 27, 2006  
Invoice No. 81481149  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |   | HOURS |
|-----|--------------|---|-------|
| SEN | Jun 22, 2006 | Review of e-mails from various parties regarding vesting and closing requirements, preparing Receiver's Deed/Bill of Sale, ordering updated searches and review of same; e-mails to Sheree Conlon regarding Nova Scotia order, drafting undertakings, closing letter, inquiry regarding tax information; review of Sea Treat proposals; draft Affidavit for I. Penney's signature, review of T. Daley Affidavit and A. Roy Affidavit; meeting with I. Penney, attendance at Court Registry; meetings with B. Grant and N. Jacobs; | 8.70  |
| SEN | Jun 23, 2006 | Review of correspondence from various parties; preparing HST Election and Officer's Certificate; dealing with property and business tax issues; preparing closing deliveries; preparation of additional undertaking;  | 5.80  |
| SEN | Jun 24, 2006 | Review of correspondence; drafting correspondence to G. Connors regarding Aqua Packaging;   | 0.30  |
| SEN | Jun 27, 2006 | Discussions and e-mails regarding outstanding property tax issues, review of H. Stanley's memo; discussion with B. Grant;   | 0.70  |
| JSM | Jun 27, 2006 | Email from B. Grant. Respond. Journalize forward for hard copy of Order.  | 0.20  |
| SS  | Jun 27, 2006 | Attended at Supreme Court Registry to obtain  | 0.75  |



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10 Factory Lane  
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July 27, 2006  
File No. NF8180-00020  
Invoice No. 81481149  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | copy of certified Order and to file a Certificate and obtain certified copy of same.   |       |
| SS  | Jun 28, 2006 | Attended at Supreme Court Registry regarding filing of Receiver's Certificate. Met with N. Jacobs regarding same.  | 0.65  |
| NLJ | Jun 28, 2006 | Reviewing email of B. Grant regarding residential property at Anchor Point. Reviewing exchange of emails on pumps. Review email of B. Grant respecting Certificate. File and obtain certified copy of Receiver's Certificate. Obtain copy of materials filed in Court.   | 1.10  |
| JSM | Jun 28, 2006 | Receipt of certified copy of Order. Letter to A. Boucher.  | 0.20  |
| BCG | Jun 28, 2006 | E-mails with S. Kavanagh regarding action and meeting, e-mails with I. Penney regarding Agreement #2, taxes, Interim Receiver's report. Further work on Agreement #2, further work on bank balances and all related matters. Telephone discussions with I. Penney. Telephone discussions with S. Kavanagh. Letters and e-mails to municipalities regarding taxes. Disbursement of monies via bank wire to Deloitte & Touche. Further discussions with S. Kavanagh and I. Penney. Telephone discussions with G. Dickie. E-mails regarding La Digue Fisheries Ltd. Meeting with S. Kavanagh regarding due diligence litigation searches. Further discussions with G. Dickie (2). Telephone discussions with I. Penney. | 7.10  |
| SEN | Jun 29, 2006 | Review of correspondence regarding Letter of Intent - remaining assets and review of Letter of Intent. Correspondence to and from I. Penney regarding Receiver's Report.   | 0.70  |
| BCG | Jun 29, 2006 | Various e-mails related to closing and conference with N. Jabobs regarding signed documents and request of I. Penney for same including Orders. Transfer of funds. Various e-mails and telephone calls pertaining to closing items. Review of tax  | 7.80  |

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July 27, 2006  
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RE: Sea Treat Limited et. al., In Receivership

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|     |              | HOURS  |      |
|-----|--------------|--|------|
|     |              | Memo. E-mail to J. Hutchings. E-mail to S. Kavanagh and related. Further e-mail to J. Hutchings. E-mail regarding pelagic pumps. Telephone discussions with D. Simmons regarding AON action. Various e-mails pertaining to deal #2, inquiry for information, drafting letter regarding missing equipment and all related.  |      |
| NLJ | Jun 29, 2006 | Reviewing email of B. Grant regarding taxes. Telephone call to I. Penney regarding Receiver Certificate. Reviewing email of B. Grant respecting Allied Cold Storage. Reviewing email of B. Grant regarding Cold North. Reviewing further email of B. Grant respecting trust funds.   | 1.00 |
| SEN | Jun 30, 2006 | Review of correspondence from various parties. Discussions with B. Grant regarding taxes and undertaking, conference call with B. Grant, N. Jacobs and I. Penney.  | 2.50 |
| BCG | Jun 30, 2006 | Various e-mails from and to I. Penney. E-mail regarding Anchor Point non-plant property and searches. E-mails with S. Norman and N. Jacobs regarding outstanding issues and meeting. Further e-mails pertaining to taxes, funds and related. E-mails regarding meeting and conference with N. Jacobs and S. Norman. Conference call with I. Penney. Work regarding application. Discussions and follow-up e-mails. Telephone discussions with J. Hutchings. Work with J. Hutchings regarding taxes. Forwarding closing deposit and payout of municipal taxes. E-mails regarding related property transactions. Telephone discussions regarding Sogelco call. Further e-mails with J. Hutchings and related. Further e-mail regarding La Digue Fisheries. | 6.10 |
| NLJ | Jun 30, 2006 | Meeting with B. Grant and S. Norman and teleconference with I. Penney. Meeting with B. Grant regarding outstanding matters and Certificate. Arrange certified copies of Certificate. Reviewing email of B. Grant and   | 4.10 |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | memo on taxes. Telephone call to B. Grant regarding resolution of tax issue with J. Hutchings. Reviewing emails regarding investment quotes and funds. Reviewing exchange of emails between B. Grant and I. Penney with respect to taxes and business not operating. Reviewing email regarding Anchor Point property. Reviewing emails respecting Missing Link. Reviewing further emails regarding Missing Link and payout. Follow up on closing documents and litigation. Reviewing related party transaction - Baie Trinite. Reviewing email with Undertaking from J. Hutchings. Reviewing email of S. Kavanagh on La Digue. |       |
| SS  | Jun 30, 2006 | Attended at Deloitte to have Ian Penney (Receiver) sign Receiver's Certificate.  | 0.50  |
| SS  | Jun 30, 2006 | Attended at Supreme Court Registry to have Receiver's Certificate filed and to retrieve a certified copy of same. Delivered certified copy to N. Jacobs.   | 0.65  |
| DMF | Jul 1, 2006  | June 20, 2006. Obtain reports for S. Norman. Various e-mail messages.  | 0.60  |
| SEN | Jul 4, 2006  | Review of correspondence from Weston Foods. Correspondence with I. Penney and S. Kavanagh relating to same. Drafting Application regarding sale of second batch of assets.   | 1.50  |
| NLJ | Jul 4, 2006  | Telephone call to I. Penney regarding discussion with D. Simmons. Telephone call to S. Kavanagh regarding litigation. Telephone call to I. Penney regarding bankruptcy for 1 or 2 of the companies. Reviewing email and Agenda for teleconference. Reviewing email with respect to opinion. Review letter regarding La Digue equipment. Review email of Connors respecting Release - Cimco. Review further email of Connors regarding Release - Nortip. Reviewing additional email from Connors regarding Conpak Release. Reviewing email of I. Penney respecting missing  | 3.30  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | inventory. Reviewing email of I. Penney respecting CFIA evidence. Telephone call from D. Simmons. Reviewing email regarding Cold North. Assemble package for I. Penney. Telephone call to D. Simmons.  |       |
| SEN | Jul 5, 2006  | Participation in conference call regarding disposal of second set of assets. Review of various correspondences.  | 0.90  |
| NLJ | Jul 5, 2006  | Telephone call to S. Kavanagh. Reviewing email of I. Penney with analysis of other assets. Discuss title to Anchor Point property (Ron Grimes). Reviewing email of Receiver and attachment regarding Cold North matters. Forward email regarding Anchor Point. Prepare for teleconference. Participate in teleconference. Reviewing email of I. Penney with analysis. Email I. Penney with D. Simmons analysis. Reviewing D. Simmons analysis. Reviewing email of I. Penney respecting litigation. | 5.70  |
| NLJ | Jul 6, 2006  | Reviewing emails of I. Penney (2) and reply. Reviewing letter respecting outstanding matters on Sea Treat. Reviewing letters on outstanding matters - Cold North. Telephone call to I. Penney respecting Letter of Intent and pelagic pumps. Reviewing Letter of Intent. Telephone call to I. Penney respecting Letter of Intent. Reviewing letter to S. Kavanagh regarding conflict.  | 2.30  |
| NLJ | Jul 7, 2006  | Telephone call to I. Penney regarding pumps and letters. Reviewing email of I. Penney regarding Englee plant. Telephone call from I. Penney respecting Englee and insurance.   | 0.90  |
| KAW | Jul 11, 2006 | Instructions from N. Jacobs and meeting with B. Sheppard regarding security review.  | 0.40  |
| NLJ | Jul 11, 2006 | Reviewing email of I. Penney regarding outstanding items. Reviewing email of A. Dhanani with draft letter. Reviewing email of R. Bougie. Email regarding letter to insurer and police. Reviewing letter of J. Hutchings with   | 1.70  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | original Agreement and Undertaking. Meeting with K. Walsh, associate, regarding security review and advise with respect to scope and timing.  |       |
| NLJ | Jul 12, 2006 | Telephone call from S. Kavanagh regarding Letter of Intent. Telephone call to S. Kavanagh regarding Cold North issues. Review email regarding Letter of Intent. Reviewing email and reply regarding litigation. Telephone call to N. Snedden regarding Cold North. Draft letter on Englee Plant. Reviewing latest version of Letter of Intent. Review email of A. Dhanani and reply. Telephone call to N. Snedden and S. Kavanagh regarding Cold North. Reviewing email of N. Snedden. Reviewing email of A. Dhanani and reply regarding bank's security. Email with D. Simmons report. | 3.20  |
| NLJ | Jul 13, 2006 | Reviewing follow up letter of N. Snedden. Revise letter regarding Englee and forward to N. Snedden for comment.   | 0.50  |
| KAW | Jul 14, 2006 | Reveiwing security files and preparing summary.   | 5.80  |
| NLJ | Jul 14, 2006 | Letter to N. Snedden regarding Englee Plant. Reviewing email of N. Snedden respecting letter and Cold North. Letter to Pile regarding Englee Plant. Telephone call to S. Kavanagh regarding Cold North.   | 0.80  |
| KAW | Jul 17, 2006 | Meeting with N. Jacobs, B. Grant and S. Norman. Further review of real property security. Meeting with B. Sheppard pertaining to PPSA security.   | 3.80  |
| SEN | Jul 17, 2006 | Review of e-mail from G. Dixon (with attached debenture) and response thereto. Meeting with N. Jacobs, B. Grant and K. Walsh to allocate work. Discuss progress to date. Review of I. Penney's Valuation Summary. Work on Application. Drafting cover letter to accompany application to be served on creditors.  | 3.10  |
| BCG | Jul 17, 2006 | Meeting with N. Jacobs. Various e-mails from July 1 - 17, 2006 and review of related materials.   | 4.10  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Meeting with N. Jacobs, S. Norman and K. Walsh regarding outstanding issues. Telephone discussions with A. Dhanani regarding pelagic pumps. E-mail from S. Kavanagh. Telephone call from and to D. Simmons regarding AON claim. E-mail from S. Kavanagh regarding actions. Telephone discussions with S. Kavanagh regarding outstanding issues regarding Daley and sale and related matters. |       |
| SEN | Jul 18, 2006 | Discussion with N. Jacobs. Drafting Application for approval of sale. Approval of accounts and distribution of proceeds. Drafting Affidavit to support claim for accounts. E-mail from Weston Foods and review of fax from Weston Foods.   | 4.50  |
| KAW | Jul 18, 2006 | Meeting with B. Sheppard and completing real property security review. Reviewing PPSA security and statutory lien searches.  | 6.50  |
| BCG | Jul 18, 2006 | Meeting with N. Jacobs. Telephone discussions with N. Snedden regarding legal actions. E-mail from N. Snedden regarding RCMP request. Review of materials regarding RCMP request. E-mail to N. Snedden. E-mails regarding Marche Blais law suit. E-mails regarding D. Simmons and AON. E-mail regarding T. Daley information.  | 1.60  |
| KAW | Jul 19, 2006 | Preparing opinion regarding enforceability and execution and reviewing priorities issues. Following up on outstanding releases. Telephone call with G. Connors.  | 5.20  |
| SEN | Jul 19, 2006 | Work on application. Discussions with B. Grant and N. Jacobs. Review of revised Letter of Intent. Drafting Affidavit of Receiver. Correspondence to Receiver.  | 2.70  |
| BCG | Jul 19, 2006 | Telephone discussions and e-mail from I. Penney. E-mail regarding Barry Group #2. Review of draft Application. Telephone discussions with Judge Orsborn's office regarding Certificate of Receiver. Conference with S. Norman regarding Application #2. Letter from D. Simmons and   | 2.10  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | forwarding to Receiver. E-mail regarding draft Application. E-mail regarding fees regarding Cheticamp file to McInnes Cooper and related.   |       |
| SEN | Jul 20, 2006 | Discussion with K. Walsh regarding Sea Treat priority opinion. Review of comments from R. Bougie. Telephone discussion with S. Kavanaugh. Discussions with D. Power regarding service.  | 1.30  |
| KAW | Jul 20, 2006 | Further work on opinion and following up on releases. Further review of title to properties in Nova Scotia.   | 6.20  |
| BCG | Jul 20, 2006 | E-mails with G. Giles regarding litigation. E-mail to I. Penney and related. Further e-mail with G. Giles. Various e-mails regarding litigation and Court Application - Barry Group (2). Various e-mails regarding Cold North, Application pending and related.   | 1.70  |
| KAW | Jul 21, 2006 | Meeting with B. Sheppard regarding releases. Reviewing notices. Further follow-up regarding notices. Work on opinion.   | 1.40  |
| SEN | Jul 21, 2006 | Review of correspondence from S. Kavanaugh.   | 0.10  |
| BCG | Jul 24, 2006 | E-mails from S. Kavanaugh, R. Bougie. Further e-mails from S. Kavanaugh. Conference with N. Jacobs and related. E-mail to S. Norman. Review of Application and replies to same. Telephone discussions regarding Cold North. E-mail from S. Kavanaugh regarding Barry Group #2 Agreement. Receipt and review of Agreement. | 3.20  |
| KAW | Jul 24, 2006 | Further work on opinion and follow-up regarding releases. Discussions with G. Connors, N. Jacobs and B. Grant.  | 7.20  |
| SEN | Jul 24, 2006 | E-mail to B. Grant and N. Jacobs. Review of Definitive Agreement of Purchase and Sale. Revisions to Application as per R. Bougie's memo. Drafting Vesting Order and Receiver's Certificate. Correspondence to S. Kavanaugh.   | 2.10  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
| KAW | Jul 25, 2006 | Further work on opinion. Telephone conversation with G. Connors. Telephone conversation with D. Cox regarding release from Aqua-Packaging. Reviewing application, visiting order, draft affidavit.   | 9.20  |
| BCG | Jul 25, 2006 | E-mail with S. Norman regarding passing of accounts. E-mail with R. Bougie et. al. regarding new Agreement #2. E-mail with S. Kavanagh. Conference with N. Jacobs and K. Walsh on new real property issues, title, property and all related matters. Further e-mails regarding passing accounts. Further drafts of Affidavits and Application, review thereof and comments. Further work on file. E-mail regarding Shippegan and e-mails to D. Simmons and related. Telephone discussions with D. Simmons. Report e-mail to I. Penney regarding Shippegan. Conference with N. Jacobs. E-mails with S. Norman regarding Application. Telephone discussions with I. Penney regarding Shippegan, Application, Cold North, RCMP claim and related. E-mails to N. Jacobs and S. Norman. E-mails regarding opinion status. Conference with N. Jacobs regarding opinion. E-mails regarding opinion and related. Various e-mails regarding Application and review of documentation. E-mails regarding opinion on bankruptcy. | 6.80  |
| SEN | Jul 25, 2006 | Correspondence to B. Bougie. Discussions with N. Jacobs regarding Sea Treat Application and Service. E-mail with B. Grant. Revisions to Receiver's Application and Vesting Order. Review of draft priority opinion from K. Walsh and comments thereon. E-mail correspondence from B. Bougie, S. Kavanagh. Work on Receiver's affidavit. Discussions with N. Jacobs regarding confidentiality requirements. Drafting affidavit regarding service.   | 3.50  |



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RE: Sea Treat Limited et. al., In Receivership

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|                   |              |  | HOURS              |
|-------------------|--------------|--|--------------------|
| SEN               | Jul 26, 2006 | Conference call with receiver. Bank and local counsel to discuss upcoming application. Review of e-mail correspondence. Discussions with K. Walsh regarding opinion. | 1.90               |
| KAW               | Jul 26, 2006 | Further work on opinion. Emails with G. Connors and S. Campbell regarding bank security.   | 5.80               |
| <b>Total Fees</b> |              |  | <u>\$36,421.25</u> |

| TIMEKEEPER SUMMARY          | RATE   | HOURS         | FEE                |
|-----------------------------|--------|---------------|--------------------|
| Steve Scruton               | 65.00  | 2.55          | 165.75             |
| Kim Walsh                   | 175.00 | 51.50         | 9,012.50           |
| Susan Norman                | 200.00 | 40.30         | 8,060.00           |
| D. MacLeod                  | 230.00 | 0.60          | 138.00             |
| Neil Jacobs                 | 275.00 | 24.60         | 6,765.00           |
| Bruce Grant                 | 300.00 | 40.50         | 12,150.00          |
| J.S. McFarlane              | 325.00 | 0.40          | 130.00             |
| <b>TOTAL HOURS AND FEES</b> |        | <b>160.40</b> | <b>\$36,421.25</b> |

DISBURSEMENTS

DISBURSEMENTS SUMMARY:

|                        |        |
|------------------------|--------|
| Bankruptcy Search      | 8.00   |
| PPSA Professional Fees | 24.00  |
| Print Three            | 561.68 |
| Restaurant Costs       | 15.29  |
| Courier/Delivery       | 3.00   |
| Courier/Delivery       | 36.83  |
| Facsimile Charges      | 9.12   |
| Photocopies            | 86.75  |
| Postage                | 13.89  |

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July 27, 2006  
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Invoice No. 81481149  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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DISBURSEMENTS SUMMARY:

|                                     |                           |
|-------------------------------------|---------------------------|
| Search Fees                         | 312.50                    |
| Taxi Charges                        | 24.34                     |
| Taxi Charges                        | 33.00                     |
| Telephone Long Distance             | 136.01                    |
| * Registry of Supreme Court         | 50.00                     |
| * Items Not Subject to HST          |                           |
| <b>Total Disbursements</b>          | <u>\$1,314.41</u>         |
| <br>                                |                           |
| Total Fees and Disbursements        | \$37,735.66               |
| HST on Taxable Fees & Disbursements | 5,275.99                  |
| <br>                                |                           |
| <b>TOTAL DUE AND OWING</b>          | <u><u>\$43,011.65</u></u> |

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*

# STEWART MCKELVEY

NEWFOUNDLAND OFFICE

St. John's

Remit to:

PO Box 5038, Suite 1100, Cabot Place  
100 New Gower Street, St. John's, NL Canada, A1C 5V3  
Tel. 709.722.4270 Fax 709.722.4565  
GST Registration No. R121769053

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Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

Our File: NF8180-00020  
Invoice: 81481149  
Date: July 27, 2006

RE: Sea Treat Limited et. al., In Receivership

Please return this page with your remittance so we may ensure your account is properly credited.

|                                     |                           |
|-------------------------------------|---------------------------|
| For Professional Services Rendered: | \$36,421.25               |
| Disbursements Incurred:             | 1,314.41                  |
| HST:                                | <u>5,275.99</u>           |
| Total Account Due:                  | <u><u>\$43,011.65</u></u> |

Grant, Bruce

## Account rendered in Canadian Dollars

**Payment Accepted by Electronic Funds Transfer:**

Wire Payment Instructions:  
Royal Bank of Canada  
Main Branch,  
226 Water Street, St. John's, NL  
Stewart McKelvey Stirling Scales – General Account  
Transit#Bank#: 09453-003  
Account No. 000-080-2  
Swift Code: ROYCCAT2

**For more info please contact the Accounts Receivable Clerk at 709-722-4270**

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

August 28, 2006  
Invoice No. 81485223  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |  | HOURS |
|-----|--------------|--|-------|
| BS  | Jul 16, 2006 | Work with K. Walsh on preparation of a priority opinion.   | 4.20  |
| BS  | Jul 17, 2006 | Continue compilation of liens and registrations against Sea Treat group of companies to facilitate the preparation of a priorities opinion.  | 3.70  |
| NLJ | Jul 17, 2006 | Telephone call from S. Kavanagh regarding Cold North. Meeting with B. Grant, S. Norman and K. Walsh regarding outstanding matters. Meeting with K. Walsh respecting Releases and Priorities. Telephone call to A. Dhanani regarding pelagic pumps. Meeting with B. Grant. Telephone call to A. Dhanani regarding insurance and pumps. Telephone call from D. Simmons. Reviewing email from S. Kavanagh. Reviewing further email of S. Kavanagh regarding litigation fees and disbursements. Reviewing email of Snedden respecting outstanding accounts receivable. Telephone call from S. Kavanagh and email regarding cost of experts and related. Conference call with B. Grant and S. Kavanagh regarding application and related. Telephone calls to and from Snedden regarding CFIA. | 3.00  |
| NLJ | Jul 18, 2006 | Reviewing email regarding litigation. Reviewing letter to Halley. Draft letter to Town of Englee. Telephone call to Snedden regarding Cold North and Shippegan. Meeting with B. Grant to discuss   | 3.60  |

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|     |              | HOURS  |      |
|-----|--------------|--|------|
|     |              | Cold North and Englee. Research Bankruptcy and Insolvency Act with respect to environmental matters. Reviewing email of Snedden regarding litigation and email of B. Grant respecting RCMP. Reviewing email of B. Grant regarding Shippegan. Review files for application regarding fees and disbursements and proceeds. Meeting with S. Norman to discuss revisions to application. Meeting with K. Walsh and B. Sheppard respecting update on review of security.  |      |
| BS  | Jul 18, 2006 | Meeting with K. Walsh to discuss file. Prepare documents for priorities opinion.   | 2.30 |
| NLJ | Jul 19, 2006 | Meeting with B. Grant to discuss environmental issues and Englee. Reviewing Order regarding environmental issues. Review email and attachment of S. Norman respecting application. Reviewing email of S. Norman regarding Receiver considering on application. Review reply of B. Grant. Review exchange of emails between B. Grant and I. Penny regarding Cold North. Reviewing files with respect to opinion on security and forward materials to K. Walsh. Reviewing email of B. Grant regarding comments on application. Review email of S. Kavanagh with agreement. Reviewing email of S. Norman with draft application. Reviewing email to B. Bougie respecting Receivers fees. Reviewing email of B. Grant regarding litigation. Review reply regarding litigation. | 4.50 |
| NLJ | Jul 20, 2006 | Reviewing email of I. Penney and contact. Reviewing email of Giles regarding instructions on CFIA litigation. Reviewing email regarding HST. Review comments of B. Bougie. Reviewing exchange of emails regarding RCMP and Shippegan. Final review of purchase agreement with regard to application. Review emails on availability of Cold North. Review emails of S. Kavanagh regarding letter of intent  | 2.00 |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | and agreement, closing on 4th.   |       |
| BS  | Jul 20, 2006 | Attend at Supreme Court registry with regards to status of mechanics' lien action.   | 0.50  |
| NLJ | Jul 21, 2006 | Meeting with K. Walsh to follow up on review of security and opinion.  | 0.20  |
| NLJ | Jul 24, 2006 | Telephone call to K. Walsh respecting crystallization and floating charge and opinion on security. Reviewing email of S. Kavanagh with changes to Barry #2. Meeting with B. Grant and telephone call to K. Walsh regarding Fleur- de- Lys and Bareneed. Meeting with B. Grant regarding comments on revised offer. Reviewing comments of B. Bougie on revised offer.   | 1.30  |
| NLJ | Jul 25, 2006 | Telephone call to S. Norman regarding Affidavit versus report. Ascertain regarding service of Application. Reviewing email of S. Norman regarding account. Reviewing draft Affidavit. Email S. Norman with comments on Affidavit. Reviewing revised application and Order. Reviewing emails of B. Grant and I. Penney regarding teleconference. Reviewing emails of B. Grant regarding Shippegan file. Reviewing letter of Justice regarding CFIA litigation. Meeting with S. Norman regarding revising Order to conform to previous Order of Orsborn. Telephone call to S. Norman regarding additional information on litigation as confidential summary. Meeting with K. Walsh regarding security review and status update. Review email of S. Norman and reply regarding Affidavit of I. Penney. Reviewing email and attachments of S. Norman regarding passing accounts. | 4.10  |
| NLJ | Jul 26, 2006 | Meeting with B. Grant to discuss teleconference, opinion, availability of Judge, and related. Reviewing opinion on security in draft. Reviewing revised Application, Order and Affidavit. Reviewing email of B. Grant regarding CFIA. Reviewing email of B. Grant regarding  | 6.40  |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Anchor Point. Review email of I. Penney respecting conference call. Telephone call to Supreme Court respecting availability of Justice Orsborn. Meeting with B. Grant regarding Judge and comments on opinion. Reviewing email of K. Walsh regarding opinion and follow up items. Teleconference. Meeting with K. Walsh regarding opinion and revisions/additions. Reviewing revised opinion of K. Walsh. Reviewing email of I. Penney respecting filing report without Affidavit. Reviewing email of K. Walsh respecting Nova Scotia property. Reviewing email of B. Grant regarding Cold North issues. |       |
| BCG | Jul 26, 2006 | Email to G. Gates regarding letter from CFIA. Emails regarding opinion and Application. Email regarding conference call.   | 1.00  |
| BCG | Jul 26, 2006 | Further review of opinion and Application.   | 0.50  |
| BCG | Jul 26, 2006 | Email from G. Gates regarding CFIA and forwarding.   | 0.20  |
| BCG | Jul 26, 2006 | Email regarding Anchor Point property and forwarding to I. Penney.   | 0.20  |
| BCG | Jul 26, 2006 | Conference with N. Jacobs regarding Application and priority issues.   | 0.30  |
| BCG | Jul 26, 2006 | Fax letter from Simmons to O'Reilly and forwarding.  | 0.50  |
| BCG | Jul 26, 2006 | Further work on file including further discussions on priority opinion.  | 0.50  |
| BCG | Jul 26, 2006 | Attendance at conference call.   | 1.60  |
| BCG | Jul 26, 2006 | Conference with K. Walsh and N. Jacobs regarding legal opinion.  | 0.30  |
| BCG | Jul 26, 2006 | Further discussions with K. Walsh. Email to I. Penney regarding accounts Affidavit. Email from G. Conners regarding Nova Scotia migration of Deeds' Registrations.   | 0.50  |
| BCG | Jul 26, 2006 | Telephone call with S. Marshall. Further call with S. Marshall.  | 0.50  |
| BCG | Jul 26, 2006 | Various emails regarding actions.  | 0.30  |

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|     |              |   | HOURS |
|-----|--------------|---|-------|
| BCG | Jul 26, 2006 | Telephone call with S. Norman.  | 0.30  |
| BCG | Jul 26, 2006 | Report to I. Penney and S. Marshall. Various emails and telephone calls on Agreement.   | 0.70  |
| SEN | Jul 27, 2006 | Review of revised opinion letter regarding priorities.  | 0.30  |
| KAW | Jul 27, 2006 | Revisions to opinion. Email from S. Campbell regarding Nova Scotia due diligence searches.  | 0.60  |
| JSM | Jul 27, 2006 | Email from B. Grant. Call to B. Grant on land migration.  | 0.20  |
| NLJ | Jul 27, 2006 | Reviewing email regarding HST on transaction. Reviewing email of S. Kavanagh regarding discussion with Bank. Reviewing letter of D. Simmons to O'Reilly regarding conflict. Revise application to remove approval of accounts. Revise Order and Certificate to remove accounts. Reviewing second draft of opinion. Reviewing 3rd draft of opinion. Reviewing email of S. Kavanagh regarding tax language in agreement. Email B. Grant with revised Application removing passing of accounts. Reviewing email of S. Kavanagh with revised Asset Purchase Agreement. Revise Application, Order and Vesting Order with regard to new purchaser and date of agreement. Review email of B. Grant with respect to revising Application to remove disbursement. Reviewing email of B. Grant regarding litigation and invoices. Revise Application and Order. Reviewing emails of B. Grant regarding migration and Cheticamp. Further revision to Application and Affidavit. Reviewing emails of B. Grant and Marshall. Email B | 7.50  |
| BCG | Jul 27, 2006 | Emails with K. Walsh regarding opinion letter. Various emails regarding actions. Conference with N. Jacobs on Application and related emails with N. Jacobs. Review of file regarding actions. Review of revised opinion letter and comments on same. Work on litigation descriptions. Email to K.  | 2.00  |



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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Walsh on opinion.  |       |
| BCG | Jul 27, 2006 | Telephone call with S. Kavanagh regarding Definitive Agreement and Cold North issues.  | 0.50  |
| BCG | Jul 27, 2006 | Email and telephone call with J. McFarlane on migration of Nova Scotia title. Email from S. Marshall, forwarding and review. Preliminary reply to S. Marshall. Various emails on HST election. Further emails with S. Marshall and faxes on municipal taxes. Conference with N. Jacobs on Application for further charges for new agreement draft. Further review of opinion. Emails concerning Cold North and new definition agreement and tax issues. Telephone call with I. Penney on all issues. | 4.30  |
| JL  | Jul 27, 2006 | Translation of Quebec Company Registry for K. Walsh.   | 3.30  |
| JSM | Jul 28, 2006 | Fax from B. Grant. Call from F. Van Penick on migration of title. Respond.   | 0.30  |
| KAW | Jul 28, 2006 | Meeting with B. Grant and further work on opinion. Reviewing property tax issues.  | 7.50  |
| NLJ | Jul 28, 2006 | Reviewing email of B. Grant regarding litigation. Email B. Grant regarding D. Simmons reply and Gowlings. Reviewing email of S. Kavanagh regarding status of Letter of Intent and agreement. Follow up on closing, services and stand down. Meeting with B. Grant to discuss Englee and Application. Email I. Penney regarding Englee and environmental matters.   | 1.50  |
| BCG | Jul 28, 2006 | Work on opinions, tax issues and email to J. McFarlane regarding property registration in Nova Scotia. Meeting with K. Walsh on opinion. Telephone call with A. Dhanani.   | 1.80  |
| BCG | Jul 28, 2006 | Emails with S. Kavanagh regarding litigation. Email to G. Connors. Email from I. Penney regarding Revenue Quebec. Review of letter from Revenue Quebec. Emails on litigation descriptions and reports.   | 1.20  |

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|     |              |   | HOURS |
|-----|--------------|---|-------|
| BCG | Jul 28, 2006 | Work on litigation reports and forwarding information by fax. Email S. Kavanagh on status of agreements.  | 2.20  |
| NLJ | Jul 31, 2006 | Reviewing email of S. Kavanagh. Reviewing email of I. Penney respecting Englee. Review email from James regarding dealing with Daley. Review email of K. Walsh with red-lined opinion on security. Meeting with B. Grant regarding Sea Treat Application and Application regarding approval of accounts and payout. | 1.70  |
| KAW | Jul 31, 2006 | Reviewing deeds from New Brunswick Land Titles Registry and revising opinion. Further work on opinion.  | 0.80  |
| KAW | Jul 31, 2006 | Telephone conversation with D. Gore regarding Aquz Packaging chattel mortgage. Emails with D. Gore.   | 0.40  |
| SEN | Jul 31, 2006 | Review of various correspondences. Review of revised priority opinion.  | 0.80  |
| JSM | Jul 31, 2006 | Call to F. Van Penick on migration. Journalize forward.   | 0.20  |
| BCG | Jul 31, 2006 | Emails regarding Englee and discussion with N. Jacobs. Email from Jameel regarding withholding indemnity. Email with K. Walsh and review of opinion letter. Emails from S. Kavanagh regarding indemnity and related.  | 1.00  |
| BCG | Jul 31, 2006 | Telephone call with J. Traverse regarding Sogelco claim in PEI. Emails to I. Penney on same.  | 0.50  |
| BCG | Jul 31, 2006 | Forwarding draft legal opinion. Forwarding draft Application.   | 0.40  |
| BCG | Jul 31, 2006 | Telephone call with I. Penney regarding various issues, including Sogelco. Telephone call with J. Traverse.   | 0.50  |
| BCG | Jul 31, 2006 | Further draft of Barry #2 from S. Kavanagh.   | 0.30  |
| BCG | Jul 31, 2006 | Emails from B. Bougie, S. Kavanagh and I. Penney and replies to same.   | 0.40  |
| BCG | Aug 1, 2006  | Work on draft Application for distribution and approval of fees and all related correspondence  | 4.00  |

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|     |             |  | HOURS |
|-----|-------------|--|-------|
|     |             | and emails.  |       |
| BCG | Aug 1, 2006 | Telephone call with I. Penney.   | 0.30  |
| BCG | Aug 1, 2006 | Further emails with I. Penney on Asset Purchase Agreement.   | 0.30  |
| NLJ | Aug 1, 2006 | Reviewing email of S. Kavanagh with revised Agreement. Reviewing comments of B. Bougie, I. Penney, B. Grant and J. Sethi. Draft Application with respect to accounts and distribution. Draft Order with regard to accounts and distribution.   | 2.60  |
| SEN | Aug 3, 2006 | Discussion with B. Grant regarding status of Applications.   | 0.10  |
| BCG | Aug 3, 2006 | Email with S. Kavanagh. Email with I. Penney and reply.  | 0.30  |
| BCG | Aug 3, 2006 | Email to S. Kavanagh regarding share holding on Barry #2 and related correspondence.   | 0.40  |
| BCG | Aug 3, 2006 | Receipt and review of separate Applications regarding proceeds and fees and forwarding to I. Penney.   | 0.50  |
| BCG | Aug 3, 2006 | Conference with S. Norman.   | 0.20  |
| NLJ | Aug 3, 2006 | Reviewing emails of I. Penney (3). Revise application and Order. Reviewing email of B. Grant regarding application and change of purchaser - Barry #2. Telephone call to B. Grant regarding new purchaser and Application on accounts. Email B. Grant with Application and Order for review. | 1.80  |
| SEN | Aug 4, 2006 | Discussions regarding exhibits, review of email correspondence.  | 0.20  |
| NLJ | Aug 4, 2006 | Telephone call to B. Grant regarding status update and email of B. Grant respecting Cold North. Reviewing emails of I. Penney (2) regarding closing and Cold North issues. Reviewing email of B. Grant regarding signing off and service of documents. Reviewing email of Jameel.            | 0.80  |
| BCG | Aug 4, 2006 | Email from I. Penney regarding Receivers Report. Reply to I. Penney and related.   | 0.50  |

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|     |             |   | HOURS |
|-----|-------------|---|-------|
| BCG | Aug 4, 2006 | Further work on Confidential Schedule and related.  | 0.30  |
| BCG | Aug 4, 2006 | Further work on Receivers Report.   | 0.30  |
| BCG | Aug 4, 2006 | Emails regarding Cold North status.   | 0.30  |
| BCG | Aug 4, 2006 | Further emails regarding Cold North.  | 0.30  |
| BCG | Aug 4, 2006 | Emails regarding Application #2 and approach to same.   | 0.30  |
| NLJ | Aug 7, 2006 | Reviewing email of B. Grant regarding teleconference and reply. Teleconference regarding opinion. Reviewing email of I. Penney with information on vehicles. Revise opinion on priorities.  | 2.00  |
| BCG | Aug 7, 2006 | Email to I. Penney regarding labour obligations. Telephone call with I. Penney.   | 0.40  |
| BCG | Aug 7, 2006 | Conference call with I. Penney on legal opinion and related.  | 1.20  |
| BCG | Aug 7, 2006 | Work on new draft of opinion.   | 0.80  |
| NLJ | Aug 8, 2006 | Reviewing opinion with respect to formatting. Telephone call to B. Sheppard regarding taxes and searches. Telephone call to B. Grant respecting Receiver's Second Report and opinion. Review Second Report. Reviewing comments of B. Grant. Email I. Penney with comments on Second Report. | 2.30  |
| BCG | Aug 8, 2006 | Review of Receiver's Second Report.   | 1.20  |
| JDM | Aug 9, 2006 | Conduct on-line search.   | 0.50  |
| CAS | Aug 9, 2006 | Prepare Form 5, Owner's Graphics Confirmation attaching legal description and property map details.   | 1.00  |
| JTW | Aug 9, 2006 | Full migration of Property Identification.  | 8.00  |
| NLJ | Aug 9, 2006 | Telephone message from I. Penney regarding Cold North and consolidating Applications. Telephone call to B. Grant regarding combining Applications. Revise Application and Order to combine same.  | 1.60  |
| BCG | Aug 9, 2006 | Telephone call with I. Penney. Conference with N. Jacobs regarding Omnibus Application.   | 0.30  |

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|     |              |   | HOURS |
|-----|--------------|---|-------|
| BCG | Aug 9, 2006  | Email with N. Jacobs regarding Receiver's Report.<br>Email to I. Penney. Email from Canada Revenue<br>Agency.   | 0.40  |
| BCG | Aug 9, 2006  | Telephone call with I. Penney.  | 0.20  |
| BCG | Aug 9, 2006  | Telephone call with I. Penney.  | 0.20  |
| BS  | Aug 9, 2006  | Review file for N. Jacobs regarding Opinion to<br>Receiver.   | 1.30  |
| JSM | Aug 10, 2006 | Call to A. Gladwin on Forms 4 and 5. Meeting<br>with J. Weatherhead on progress.  | 0.30  |
| NLJ | Aug 10, 2006 | Telephone call to B. Grant and email regarding<br>conference call. Telephone call from B. Sheppard<br>regarding taxes and registrations. Teleconference.<br>Meeting with B. Grant to discuss options, and<br>related. | 1.20  |
| BCG | Aug 10, 2006 | Telephone call with I. Penney.  | 0.20  |
| BCG | Aug 10, 2006 | Further call with I. Penney and S. Kavanagh<br>regarding Cold North matters.  | 0.40  |
| BCG | Aug 10, 2006 | Telephone call with I. Penney regarding<br>conference call and Claims Report of Daley.<br>Telephone call with S. Marshall.  | 0.50  |
| BCG | Aug 10, 2006 | Emails on conference call. Telephone call with S.<br>Marshall.  | 0.30  |
| BCG | Aug 10, 2006 | Review of files in preparation for conference call.   | 1.00  |
| BCG | Aug 10, 2006 | Conference on municipal taxes.  | 0.30  |
| BCG | Aug 10, 2006 | Further preparation for meeting on rights of<br>Receiver.   | 0.30  |
| BCG | Aug 10, 2006 | Conference call and related.  | 0.80  |
| BCG | Aug 10, 2006 | Email with Town Council on Fleur-de-Lys<br>property.  | 0.20  |
| JSM | Aug 11, 2006 | Attend on A. Gladwin and have executed Forms 4<br>and 5 and Affidavit.  | 0.50  |
| SEN | Aug 11, 2006 | Correspondence from B. Grant regarding Fleur-<br>de-Lys. Review of file material.   | 0.30  |
| JDM | Aug 11, 2006 | Search title to property.   | 7.50  |
| NLJ | Aug 11, 2006 | Reviewing email regarding Fleur-de-Lys and  | 2.00  |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | auction by Town. Reviewing email of B. Grant regarding discussion with Town, and related. Reviewing email of S. Kavanagh regarding Letter of Intent. Reviewing Application and Order and forward to B. Grant. Reviewing latest Asset Purchase Agreement. Revise Application based on latest Agreement. Email B. Grant with revised Application and Order. Reviewing email regarding meeting. |       |
| BCG | Aug 11, 2006 | Email from S. Kavanagh regarding LOI and related.  | 0.20  |
| BCG | Aug 11, 2006 | Work on Fleur-de-Lys municipal matter. Telephone call with Town Clerk.   | 0.30  |
| BCG | Aug 11, 2006 | Report to I. Penney on Fleur-de-Lys.   | 0.20  |
| BCG | Aug 11, 2006 | Telephone call with G. Walsh at Fleur-de-Lys Town Council.   | 0.50  |
| BCG | Aug 11, 2006 | Further work on file and related review of faxes.  | 0.50  |
| BCG | Aug 11, 2006 | Review of Service of Documents and related Applications.   | 0.30  |
| BCG | Aug 11, 2006 | Conference with S. Norman and review of documents. Conference with staff on service. Review of emails and various correspondence.  | 0.80  |
| BCG | Aug 11, 2006 | Receipt of N. Jacobs revised Application. Email from S. Kavanagh on meeting.   | 0.30  |
| BS  | Aug 11, 2006 | File research on property taxes for Towns of Fleur de Lyes and Englee.   | 1.40  |
| BS  | Aug 14, 2006 | Follow up with D. Power and H. Stanley regarding municipal taxes. Prepare memo for N. Jacobs.  | 1.00  |
| NLJ | Aug 14, 2006 | Reviewing email of B. Grant and I. Penney regarding revised Application. Review memo and information from B. Sheppard for opinion.   | 0.70  |
| BCG | Aug 14, 2006 | Receipt and review of Application and circulation of same.   | 1.00  |
| BCG | Aug 14, 2006 | Email with I. Penney regarding documents and meeting.  | 0.30  |
| CAS | Aug 15, 2006 | Draft Application for Registration.  | 1.50  |

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|     |              |   | HOURS |
|-----|--------------|---|-------|
| NLJ | Aug 15, 2006 | Reviewing email of B. Grant regarding meeting. Reviewing email respecting memos and options "hot buttons". Reviewing email of B. Grant. Review file with respect to Shippegan and CFIA claims. Email to reply to B. Grant. Reviewing email of B. Grant and assemble litigation materials. Meeting with B. Grant to brief on litigation. | 2.20  |
| KAW | Aug 15, 2006 | Telephone call from B. Connors and receipt of title search for Bareneed property.   | 0.20  |
| BCG | Aug 15, 2006 | Email to S. Kavanagh regarding meeting.   | 0.20  |
| BCG | Aug 15, 2006 | Review of background papers for meeting with Daley.   | 0.40  |
| BCG | Aug 15, 2006 | Telephone calls with S. Kavanagh and D. Simmons.  | 0.30  |
| BCG | Aug 15, 2006 | Email from and reply to I. Penney. Telephone call with S. Kavanagh.   | 0.30  |
| BCG | Aug 15, 2006 | Telephone call with D. Simmons. Telephone call with S. Kavanagh.  | 0.20  |
| BCG | Aug 15, 2006 | Conference with N. Jacobs on claims.  | 0.30  |
| NLJ | Aug 16, 2006 | Reviewing email of B. Grant regarding Shippegan. Reviewing emails of B. Grant and S. Kavanagh regarding litigation.   | 0.40  |
| BCG | Aug 16, 2006 | Emails with D. Simmons. Emails on Shippegan claim and related.  | 0.30  |
| BCG | Aug 16, 2006 | Email regarding Town of Shippegan. Telephone call with B. Murphy. Email to S. Kavanagh. Related work on file.   | 0.60  |
| BCG | Aug 16, 2006 | Work on Shippegan claim in terms of Receiver accessing information.   | 0.30  |
| BCG | Aug 16, 2006 | Preparation for meetings.   | 0.80  |
| BCG | Aug 16, 2006 | Attendance at meeting with Bank of Nova Scotia officials and counsel on claims.   | 4.00  |
| KAW | Aug 16, 2006 | WHSCC clearance requests.   | 0.50  |
| KAW | Aug 16, 2006 | Emails following up on releases. Reviewing title for Bareneed property.   | 0.50  |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
| NLJ | Aug 17, 2006 | Telephone call to B. Grant regarding meeting and need to finalize opinion.   | 0.30  |
| BCG | Aug 17, 2006 | Preparation for and attendance at meeting regarding Barry #2 Agreement and related.  | 6.50  |
| BCG | Aug 17, 2006 | Email with I. Penney regarding share holding of numbered company.  | 0.20  |
| BCG | Aug 17, 2006 | Email to J. Hutchings.   | 0.20  |
| JSM | Aug 18, 2006 | Review migration and SRRI. Letter to V. Penick. Revisions.   | 0.70  |
| NLJ | Aug 18, 2006 | Reviewing email of B. Grant regarding deal, court availability and agreement. Reviewing email of J. Hutchings respecting ownership of 54040 and 54354. Telephone call to B. Grant regarding ownership, change to Application and meeting. Reviewing email of S. Norman regarding availability of Judge. Reviewing various agreements. Telephone call to B. Grant regarding bank option. Reviewing email of B. Bougie regarding passing accounts and attachment. Review exchange of emails regarding issues and revisions to Agreement. | 3.10  |
| SEN | Aug 18, 2006 | Review of correspondence from B. Grant. Telephone calls to court regarding August 31 date. Discussion with B. Grant and N. Jacobs.   | 0.50  |
| BCG | Aug 18, 2006 | Work on Application to court on Barry #2.  | 0.40  |
| BCG | Aug 18, 2006 | Telephone call with D. Harris of Ernst & Young.  | 0.20  |
| BCG | Aug 18, 2006 | Email to K. Kavanagh on Barry #2 Agreement.  | 0.20  |
| BCG | Aug 18, 2006 | Email to I. Penney on costs.   | 0.20  |
| BCG | Aug 18, 2006 | Work on Court date. Conference with S. Norman  | 0.30  |
| BCG | Aug 18, 2006 | Work on documents relating to Barry #2. Various emails from S. Kavanagh on Release from Escrow, Amendment Amendment and environmental issues on properties.  | 2.00  |
| BCG | Aug 18, 2006 | Emails regarding Asset Purchase Agreement.   | 0.60  |
| BCG | Aug 18, 2006 | Further emails on execution of documents and further amendments and options.   | 0.30  |



Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

August 28, 2006  
File No. NF8180-00020  
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RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Penney.  |       |
| BCG | Aug 21, 2006 | Receipt and review of comments on Receivers Second Report from S. Norman and forwarding.   | 0.20  |
| BCG | Aug 21, 2006 | Various emails and related on Application. Review of Affidavit from S. Norman. Review of opinion from N. Jacobs. Review of agreed terms for Application.   | 1.00  |
| BCG | Aug 21, 2006 | Email from S. Kavanagh on closing issues. Email to S. Norman on Application.   | 0.40  |
| BCG | Aug 21, 2006 | Amendments to Application. Conference with S. Norman. Telephone call with J. Hutchings regarding deposit.  | 0.40  |
| NLJ | Aug 22, 2006 | Reviewing email of B. Grant regarding Application. Reviewing billing summary (2). Reviewing red-lined Application. Reviewing comments of B. Grant. Reviewing email of B. Grant respecting opinion. Reviewing further revised Application. Email S. Norman regarding change to Application. Meeting with B. Grant and telephone call to I. Penney respecting Application and opinion. Revise opinion as per discussion with B. Grant. Reviewing email of B. Grant regarding Application. Review email of B. Grant respecting HST. Telephone call to B. Grant on opinion. Reviewing opinion. Revise opinion. Reviewing emails of J. Hutchings and S. Kavanagh regarding closing. Reviewing signed agreement per email of J. Hutchings. Further revisions to opinion. Review latest version of opinion. Email circulating opinion for review and comment. | 5.60  |
| SEN | Aug 22, 2006 | Review of emails and comments from various parties. Incorporating suggested revisions. Discussion with B. Grant.   | 0.80  |
| BCG | Aug 22, 2006 | Emails with I. Penney. Email with S. Norman and review of revised Application.   | 0.40  |
| BCG | Aug 22, 2006 | Work on invoices portion of Receivers Report.  | 0.40  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Work on legal opinion.   |       |
| BCG | Aug 22, 2006 | Conference with I. Penney and N. Jacobs on Application and HST on closing.   | 0.60  |
| BCG | Aug 22, 2006 | Telephone call with I. Penney regarding indemnity from Bank.   | 0.30  |
| BCG | Aug 22, 2006 | Redrafting of Application with I. Penney's comments incorporated therein and circulation of the Application.   | 0.50  |
| BCG | Aug 22, 2006 | Further work on accounting and invoices.   | 0.30  |
| BCG | Aug 22, 2006 | Receipt of documents regarding conversion of property in Nova Scotia on vesting order and circulating.   | 0.30  |
| BCG | Aug 22, 2006 | Receipt of deposit on Barry #2 Agreement and report.   | 0.30  |
| BCG | Aug 22, 2006 | Email regarding HST on Barry #2.   | 0.30  |
| BCG | Aug 22, 2006 | Emails from D. Simmons. Emails from E. Penney regarding billing and RCMP. Replies to various emails.   | 0.40  |
| BCG | Aug 22, 2006 | Conference with N. Jacobs on legal opinion. Emails from I. Penney on billings report and Vestry Order.   | 0.50  |
| BCG | Aug 22, 2006 | Review of legal opinion. Further work on opinion with N. Jacobs.   | 0.50  |
| BCG | Aug 22, 2006 | Conference with S. Norman on Vestry Order and Receivers Certificate.   | 0.30  |
| BCG | Aug 22, 2006 | Further work on closing HST. Telephone call with I. Penney on opinion status.  | 0.40  |
| BCG | Aug 23, 2006 | Receipt and review of N. Jacobs' draft of opinion letter. Email from J. Hutchings regarding HST on closing. Telephone call with I. Penney regarding signing pages. | 0.60  |
| BCG | Aug 23, 2006 | Further revisions to opinion and distribution of same. Emails regarding Application changes. Further work on opinion and re-circulation of same.                   | 1.30  |
| BCG | Aug 23, 2006 | Telephone call with D. Simmons regarding T.  | 1.50  |

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August 28, 2006  
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RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | Daley conversation. Emails regarding Shippegan fine inquiries. Emails regarding Bank of Nova Scotia status per D. Simmons inquiry. Work on Application. Email regarding signing pages and report. Receipt of extra pages. Email concerning all draft documents.   |       |
| BCG | Aug 23, 2006 | Telephone call with I. Penney. Email with I. Penney and S. Kavanagh on legal opinion. Conference call and preparation for same. Email regarding signing pages for Barry #2 Agreement.   | 1.00  |
| BCG | Aug 23, 2006 | Meeting with S. Kavanagh, Connors, N. Jacobs and I. Penney on legal opinion and related work on file.   | 2.30  |
| NLJ | Aug 23, 2006 | Reviewing opinion. Telephone call to B. Grant regarding revision to opinion. Reviewing email of J. Hutchings regarding payment of HST. Reviewing emails of B. Grant regarding opinion. Reviewing further emails of B. Grant regarding Shippegan. Reviewing emails and replies regarding opinion, Application and meeting. Meeting with I. Penney, Connors, B. Grant and S. Kavanagh. Telephone call to B. Grant respecting application. Revise Application. Revise Order and Certificate. | 4.40  |
| BCG | Aug 24, 2006 | Review email from I. Penney to Bank of Nova Scotia regarding legal opinion issues. Revision to legal opinion. Review of new PPSA searches.  | 1.00  |
| BCG | Aug 24, 2006 | Telephone call with I. Penney regarding Bank report and status of liens.  | 0.30  |
| BCG | Aug 24, 2006 | Further work on opinion and review of PPSA searches.  | 0.50  |
| BCG | Aug 24, 2006 | Receipt of final Asset Purchase Agreement and circulation of same.  | 0.50  |
| BCG | Aug 24, 2006 | Further work on opinion. Further work on Application and circulation. Email to Quebec allocations. Email regarding Judge Orsborn contact.   | 0.80  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
| BCG | Aug 24, 2006 | Conference with K. Walsh on Quebec properties and Roddickton property.   | 0.70  |
| BCG | Aug 24, 2006 | Review of CPA response on accounts.  | 0.30  |
| BCG | Aug 24, 2006 | Review of Bank of Nova Scotia security on Roddickton property and changes to opinion draft #10.  | 0.80  |
| BCG | Aug 24, 2006 | Various telephone calls and emails on legal opinion, Quebec vessels and conference call with S. Kavanagh and I. Penney on allocations lien on inventory. Information on Roddickton property. | 0.50  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
| KAW | Aug 24, 2006 | Work on file regarding title to property at Roddickton and St. Paul. Emails and discussions with B. Grant. Telephone call to title searcher in Nova Scotia. Instructions to searcher.  | 2.20  |
| NLJ | Aug 24, 2006 | Reviewing email and attachment of S. Norman with revised Application and Order. Reviewing email of I. Penney regarding priorities. Review email of B. Grant with revised opinion and advise. Email B. Grant regarding opinion and scope of searches. Reviewing email of B. Grant respecting opinion. Review email of S. Kavanagh. Revise Vesting Order and compare with email of S. Norman. Email forwarding revised Application. Review email of B. Grant regarding executed Asset Purchase Agreement. Reviewing email of S. Norman regarding Court and filing of Application and review reply of B. Grant. Telephone call from I. Penney respecting opinion, Quebec and La Digue. Reviewing comments of S. Kavanagh on opinion. Reviewing email of B. Grant regarding Schedules to opinion. Reviewing email of I. Penney respecting release. Reviewing reviewed opinion. Reviewing exchange of emails regarding Roddickton. Review email regarding removal of Shippegan. Review email of S. Kavanagh regarding Applica | 5.00  |

**Total Fees**

\$54,153.00

| TIMEKEEPER SUMMARY | RATE  | HOURS | FEE      |
|--------------------|-------|-------|----------|
| Jennifer Lundrigan | 75.00 | 3.30  | 247.50   |
| Bill Sheppard      | 75.00 | 14.40 | 1,080.00 |
| Carla A. Steele    | 80.00 | 1.00  | 80.00    |
| Carla A. Steele    | 90.00 | 1.50  | 135.00   |

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RE: Sea Treat Limited et. al., In Receivership

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| TIMEKEEPER SUMMARY   | RATE   | HOURS  | FEE         |
|----------------------|--------|--------|-------------|
| Janet D. MacKay      | 90.00  | 8.00   | 720.00      |
| Jeff T. Weatherhead  | 130.00 | 8.00   | 1,040.00    |
| Susan Norman         | 175.00 | 7.90   | 1,382.50    |
| Kim Walsh            | 175.00 | 12.70  | 2,222.50    |
| Neil Jacobs          | 275.00 | 75.70  | 20,817.50   |
| Bruce Grant          | 300.00 | 85.60  | 25,680.00   |
| J.S. McFarlane       | 340.00 | 2.20   | 748.00      |
| TOTAL HOURS AND FEES |        | 220.30 | \$54,153.00 |

DISBURSEMENTS

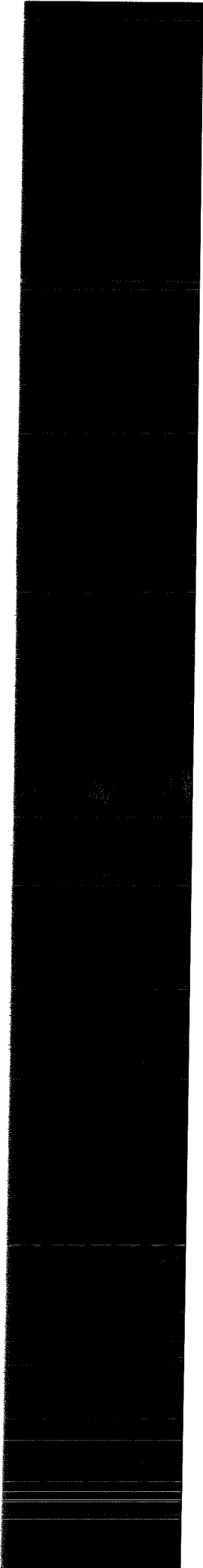
DISBURSEMENTS SUMMARY:

|                             |        |
|-----------------------------|--------|
| PPSA Professional Fees      | 48.00  |
| Print Three                 | 108.40 |
| Courier/Delivery            | 22.91  |
| Facsimile Charges           | 1.00   |
| Government Fees             | 29.30  |
| Mileage                     | 148.98 |
| Photocopies                 | 18.00  |
| Postage                     | 4.99   |
| Taxi Charges                | 4.40   |
| Telephone Long Distance     | 26.35  |
| * Registry of Supreme Court | 78.00  |
| * PPSA Costs                | 8.00   |
| * PPSA Costs                | 38.00  |
| * Registry of Deeds         | 61.60  |

\* Items Not Subject to HST

**Total Disbursements**

\$597.93



Deloitte & Touche Inc.  
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August 28, 2006  
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RE: Sea Treat Limited et. al., In Receivership

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|                                     |                           |
|-------------------------------------|---------------------------|
| Total Fees and Disbursements        | \$54,750.93               |
| HST on Taxable Fees & Disbursements | 7,639.15                  |
| <b>TOTAL DUE AND OWING</b>          | <b><u>\$62,390.08</u></b> |

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*



# STEWART MCKELVEY

NEWFOUNDLAND OFFICE  
St. John's

Remit to:  
PO Box 5038, Suite 1100, Cabot Place  
100 New Gower Street, St. John's, NL Canada, A1C 5V3  
Tel. 709.722.4270 Fax 709.722.4565  
GST Registration No. R121769053

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

Our File: NF8180-00020  
Invoice: 81485223  
Date: August 28, 2006

RE: Sea Treat Limited et. al., In Receivership

Please return this page with your remittance so we may ensure your account is properly credited.

|                                     |                           |
|-------------------------------------|---------------------------|
| For Professional Services Rendered: | \$54,153.00               |
| Disbursements Incurred:             | 597.93                    |
| HST:                                | <u>7,639.15</u>           |
| Total Account Due:                  | <u><u>\$62,390.08</u></u> |

Grant, Bruce

## Account rendered in Canadian Dollars

### Payment Accepted by Electronic Funds Transfer:

Wire Payment Instructions:  
Royal Bank of Canada  
Main Branch,  
226 Water Street, St. John's, NL  
Stewart McKelvey Stirling Scales – General Account  
Transit#Bank#: 09453-003  
Account No. 000-080-2

For more info please contact the Accounts Receivable Clerk at 709-722-4270

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

September 28, 2006  
Invoice No. 81490148  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |  | HOURS |
|-----|--------------|--|-------|
| MMG | Jul 24, 2006 | Consultation regarding priority of Debenture and Mechanics Liens.  | 0.50  |
| JCT | Jul 31, 2006 | Review of file. Message to D. Hooley. Telephone discussions with B. Grant respecting instructions on stay proceeding issue.  | 0.50  |
| JCT | Jul 31, 2006 | Telephone discussions with B. Grant respecting stay proceeding. Message to D. Hooley.  | 0.35  |
| SEN | Aug 23, 2006 | Numerous telephone calls to court regarding dates for application. Making revisions to application and order.  | 0.70  |
| SEN | Aug 24, 2006 | Telephone calls with court. Review of corepondence.  | 0.30  |
| SEN | Aug 25, 2006 | Numerous telephone calls to court. Meetings with B. Grant, N. Jacobs, I. Penney. Review of file to compile attachment for application. Preparing Notice.                             | 1.30  |
| BCG | Aug 25, 2006 | Email regarding Roddickton and forwarding to I. Penney. Email regarding outstanding Cold Storage charges. Email on CRA statements. Email on Interim Receivers Report #2 and meeting. | 0.80  |
| BCG | Aug 25, 2006 | Conference with N. Jacobs and review of Application and Draft Order.   | 0.30  |
| BCG | Aug 25, 2006 | Further email from I. Penney and changes to Application.   | 0.20  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
| BCG | Aug 25, 2006 | Meeting with I. Penney and review of Application into final form. Directions to S. Norman regarding service. Telephone call with S. Kavanagh on Bank of Nova Scotia approval.   | 4.00  |
| BCG | Aug 25, 2006 | Further calls and emails on delay of Application and Roddickton property.   | 0.50  |
| BCG | Aug 25, 2006 | Telephone call with I. Penney on delay in Application.  | 0.30  |
| BCG | Aug 25, 2006 | Telephone call with Clerk of Town of Fleur-de-Lys. Telephone call with G. Walsh.  | 0.20  |
| BCG | Aug 25, 2006 | Telephone call with Judge Orsborn's office.   | 0.30  |
| BCG | Aug 25, 2006 | Emails regarding Roddickton title. Email regarding court docket. Email to S. Kavanagh regarding Roddickton title.   | 0.50  |
| BCG | Aug 25, 2006 | Further emails and revisions to Asset Purchase Agreement. Further emails on Roddickton and Englee.  | 0.40  |
| BCG | Aug 25, 2006 | Work on filings.  | 0.60  |
| KAW | Aug 25, 2006 | Further searching in respect of Roddickton property. Telephone conference with title searcher. Telephone call to Town Manager of Roddickton. Receipt of correspondence from Town Manger. Telephone calls to Irving Oil (D. Adler) and Nova Scotia title searcher. Correspondence to D. Adler.   | 1.80  |
| NLJ | Aug 25, 2006 | Meeting with B. Grant regarding revisions to Vesting Order. Revise Vesting Order. Reviewing emails of B. Grant regarding Interim Receiver's Report and service of applications. Reviewing comments of I. Penny regarding revisions to application and Order. Revise Order and application. Reviewing email with respect to Exhibits and finalizing documents. Draft Affidavit of Receiver. Meeting with I. Penney and B. Grant regarding application and finalizing documents. Review email of I. Penney regarding application. Reviewing email of B. Grant | 5.30  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | regarding Roddickton and reply of S. Kavanagh. Meeting with B. Grant regarding Bank of Nova Scotia and application. Telephone call to B. Grant regarding filing of application, etc. Telephone call to B. Grant regarding possible bank negotiations. Telephone call to B. Grant regarding status of application. Reviewing emails of B. Grant regarding Roddickton and application. |       |
| BCG | Aug 28, 2006 | Conference with N. Jacobs on Applications regarding sale. Approval of Application and distribution of same.  | 0.30  |
| BCG | Aug 28, 2006 | Conference call with I. Penney and S. Kavanagh regarding new sales agreement on Burry #2. Telephone call with S. Kavanagh. Telephone call with I. Penney.  | 0.80  |
| BCG | Aug 28, 2006 | Emails regarding Pierre LeBlanc release.   | 0.30  |
| BCG | Aug 28, 2006 | Telephone call with I. Penney.   | 0.20  |
| BCG | Aug 28, 2006 | Further emails on closing of Burry #2.   | 0.30  |
| BCG | Aug 28, 2006 | Telephone call with I. Penney regarding Accounts Receivables inventory issues.   | 0.30  |
| NLJ | Aug 28, 2006 | Reviewing email of S. Kavanagh regarding change to agreement. Reviewing email of B. Grant regarding Release. Telephone call to B. Grant regarding application. Telephone call to I. Penney respecting application and new deal. Reviewing email regarding Daley and application postponed. Reviewing email of S. Kavanagh regarding receivables.                                     | 1.30  |
| SEN | Aug 29, 2006 | Telephone call from court regarding application status.  | 0.10  |
| KAW | Aug 29, 2006 | Reviewing Debenture and preparing Release of LeBlanc Debenture. Discussions with B. Grant. Telephone call from G. Connors. Instructions to the searcher.   | 1.20  |
| BCG | Aug 29, 2006 | Emails with K. Walsh on releases and searches.   | 0.20  |
| BCG | Aug 29, 2006 | Further emails and review of search notes on Anchor Point and Roddickton. Email to I. Penney.  | 0.80  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
| BCG | Aug 29, 2006 | Further work on Accounts Receivable issues. Conference with N. Jacobs and forwarding opinion.   | 0.50  |
| BCG | Aug 29, 2006 | Email from I. Penney on Accounts Receivable issue. Email from S. Kavanagh and review.   | 0.60  |
| BCG | Aug 29, 2006 | Email from K. Walsh on Pierce LeBlanc.  | 0.20  |
| NLJ | Aug 29, 2006 | Reviewing email of B. Grant regarding accounts receivable. Research security interest in accounts receivable. Telephone call to M. Ryan regarding accounts receivable issue. Email B. Grant.  | 1.40  |
| KAW | Aug 30, 2006 | Forwarding Discharge of Debenture to LeBlanc for execution. Follow up in respect of releases, e-mails, etc.   | 0.60  |
| BCG | Aug 30, 2006 | Review of Asset Purchase Agreement amended. Email with I. Penney.   | 1.20  |
| BCG | Aug 30, 2006 | Telephone calls with S. Kavanagh and I. Penney and related emails.  | 1.00  |
| BCG | Aug 30, 2006 | Further work on LeBlanc Release.  | 0.20  |
| BCG | Aug 30, 2006 | Email from S. Kavanagh on Accounts Receivable issue and jurisdiction of debts. Email from I. Penney on receivables and inventory. Conference with N. Jacobs.  | 0.60  |
| BCG | Aug 30, 2006 | Further emails regarding FPI and related.   | 0.40  |
| BCG | Aug 30, 2006 | Telephone calls with I. Penney and S. Kavanagh.   | 0.30  |
| BCG | Aug 30, 2006 | Receipt and review of new Burry #2 Agreement with fixed assets and scheduling.  | 0.40  |
| BCG | Aug 30, 2006 | Conference with N. Jacobs on Accounts Receivables.  | 0.30  |
| NLJ | Aug 30, 2006 | Reviewing email of B. Grant and I. Penney regarding opinion. Reviewing email and attachments of I. Penney regarding Agreement and accounts receivable. Reviewing email of S. Kavanagh regarding Agreement. Telephone call to B. Grant regarding accounts receivable and US receivables. | 1.60  |
| KAW | Aug 31, 2006 | Receipt of Workplace Health Safety and  | 0.40  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Compensation Commission results and emails with B. Grant regarding same. Letter to I. Penney.  |       |
| BCG | Aug 31, 2006 | Review of Application with new Agreement issues.   | 0.30  |
| BCG | Aug 31, 2006 | Conference with N. Jacobs regarding Application changes.   | 0.30  |
| BCG | Aug 31, 2006 | Email with I. Penney.  | 0.20  |
| BCG | Aug 31, 2006 | Review of priority issues in opinion, PPSA, and Debenture issues in relation to conflict of laws and all related work thereto.   | 2.50  |
| BCG | Aug 31, 2006 | Results of workers compensation audits and forwarding to I. Penney.  | 0.30  |
| NLJ | Aug 31, 2006 | Telephone call to B. Grant regarding Agreement and revising application. Review email of K. Walsh respecting WHSCC assessment. Revise application with respect to new agreement. Review new agreement. Draft application regarding claims process and disbursement of funds. | 3.60  |
| BCG | Sep 1, 2006  | Emails with K. Walsh on Workers Compensation issues.   | 0.30  |
| BCG | Sep 1, 2006  | Receipt of tax certificate from Englee and forwarding. Conference with N. Jacobs on Burry #2 Application and Application for Claims Process. Email regarding painting.   | 0.60  |
| NLJ | Sep 1, 2006  | Reviewing letter from Town of Englee and telephone call to B. Grant respecting same. Telephone call to B. Grant regarding application to sell and contest. Telephone call to B. Grant regarding Claims Plan.   | 0.70  |
| KAW | Sep 5, 2006  | Email to I. Penney. Preparing WHSCC Consent Forms and forwarding to I. Penney for signature.   | 0.40  |
| BCG | Sep 5, 2006  | Telephone call with I. Penney.   | 0.40  |
| BCG | Sep 5, 2006  | Fax from S. Kavanagh with Englee real property report and review.  | 0.30  |
| BCG | Sep 5, 2006  | Conference with N. Jacobs regarding application  | 0.30  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | on claims process.  |       |
| NLJ | Sep 5, 2006  | Draft application with respect to Claims Plan and approval of same.   | 2.00  |
| BCG | Sep 6, 2006  | Email regarding Shippigan charges and related.  | 0.30  |
| BCG | Sep 6, 2006  | Email to I. Penney. Further emails with D. Summers and I. Penney.   | 0.40  |
| BCG | Sep 6, 2006  | Telephone call with S. Kavanagh regarding status. Telephone call with J. Hutchings.   | 0.50  |
| BCG | Sep 6, 2006  | Telephone calls (x3) with Court Registry.   | 0.30  |
| NLJ | Sep 6, 2006  | Reviewing email regarding changes - Shippigan. Reviewing additional information on Shippigan. Telephone call from J. Hutchings regarding application. Telephone call to S. Kavanagh regarding status of agreement. Telephone call to J. Hutchings respecting status of application. | 0.90  |
| BCG | Sep 7, 2006  | Telephone call with Court Registry regarding Town of Fleur de Lys.  | 0.30  |
| BCG | Sep 8, 2006  | Email regarding CRA Audit.  | 0.20  |
| BCG | Sep 8, 2006  | Review of new Applications.   | 2.00  |
| BCG | Sep 8, 2006  | Work on Englee matters. Work on Fleur de Lys claim.   | 0.30  |
| NLJ | Sep 8, 2006  | Revise application regarding Claims Plan. Revise application regarding approval of sale. Meeting with B. Grant respecting application, etc.   | 0.80  |
| BCG | Sep 11, 2006 | Review of Fleur de Lys court filing and forwarding to Receiver.   | 0.30  |
| BCG | Sep 11, 2006 | Conference with N. Jacobs regarding Applications.   | 0.30  |
| BCG | Sep 11, 2006 | Emails with K. Walsh regarding WHSCC.   | 0.20  |
| NLJ | Sep 11, 2006 | Reviewing email of K. Walsh regarding WHSCC. Meeting with B. Grant respecting applications and wording. Revise applications.  | 1.00  |
| BCG | Sep 12, 2006 | Further correspondence regarding Fleur de Lys tax lien.   | 0.30  |
| BCG | Sep 13, 2006 | Letter to Englee. Telephone call with I. Penney. Work on Englee issue. Conference with N. Jacobs.   | 0.80  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

September 28, 2006  
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Invoice No. 81490148  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Telephone call with S. Kavanagh.   |       |
| BCG | Sep 13, 2006 | Telephone call with I. Penney regarding Englee and Asset Purchase Agreement #2.  | 0.30  |
| NLJ | Sep 13, 2006 | Telephone call from E. Fillier, Town Manager, Englee. Telephone call to I. Penney regarding Englee.  | 0.50  |
| BCG | Sep 14, 2006 | Emails on statutory liens.   | 0.30  |
| BCG | Sep 14, 2006 | Telephone call with I. Penney regarding inventory issues.  | 0.30  |
| BCG | Sep 14, 2006 | Emails from I. Penney on inventory issues. Telephone call with I. Penney.  | 0.80  |
| BCG | Sep 14, 2006 | Conference call regarding inventory and Purchase and Sale Agreement and related.   | 0.50  |
| BCG | Sep 14, 2006 | Email regarding Quebec WCC assessments.  | 0.20  |
| BCG | Sep 15, 2006 | Email regarding new Agreement.   | 0.30  |
| BCG | Sep 15, 2006 | Conference with N. Jacobs on Englee and new Asset Purchase Agreement comments. Email on opinion and amendment.   | 0.50  |
| BCG | Sep 15, 2006 | Further conference with N. Jacobs on Asset Purchase Agreement and applications.  | 0.30  |
| BCG | Sep 15, 2006 | Further discussions with N. Jacobs. Email regarding Asset Purchase Agreement.  | 0.40  |
| BCG | Sep 15, 2006 | Various emails and work on file.   | 2.50  |
| KAW | Sep 15, 2006 | Reviewing revised opinion regarding priority.  | 0.40  |
| NLJ | Sep 15, 2006 | Reviewing email and enclosures - Purchase Agreement. Telephone call to B. Grant regarding discussions with S. Kavanagh et al. Reviewing email of I. Penney regarding comments on APA. Telephone call to B. Grant regarding litigation, application and Receiver's Report. Revise Receiver's Report with respect to new agreement. Email I. Penney, B. Grant and S. Kavanagh regarding agreement and 2nd Report. Reviewing email of S. Kavanagh regarding inventory and warehouse lien issue. Reviewing email of I. Penney in reply to S. Kavanagh. | 2.20  |



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|     |              |   | HOURS |
|-----|--------------|---|-------|
| KAW | Sep 18, 2006 | Reviewing and revising opinion. Follow-up regarding releases. Further requests for security documents. Workplace Health Safety and Compensation Commission Requests for Clearance. Telephone call from N. Andrews regarding title search - Roddickton.                    | 2.00  |
| BCG | Sep 18, 2006 | Email from and reply to I. Penney on Asset Purchase Agreement change in Receiver's protection.  | 0.30  |
| BCG | Sep 18, 2006 | Review email from K. Walsh to I. Penney regarding WHSCC.  | 0.20  |
| BCG | Sep 18, 2006 | Email to I. Penney on status of Barry #2.   | 0.30  |
| BCG | Sep 18, 2006 | Emails with I. Penney regarding Barry #2.   | 0.30  |
| BCG | Sep 18, 2006 | Telephone calls with S. Kavanagh and I. Penney. Email to D. Simmons. Receipt of new Asset Purchase Agreement from S. Kavanagh and review of same. Telephone call with G. Giles regarding CFIA claim. Conference call with S. Kavanagh, I. Penney, N. Jacobs and B. Grant. | 3.00  |
| NLJ | Sep 18, 2006 | Reviewing emails of B. Grant regarding opinion and APA. Review emails of I. Penney regarding APA. Letter to Town of Englee. Teleconference regarding opinion and follow up items.   | 2.60  |
| KAW | Sep 19, 2006 | Telephone call to P. LeBlanc regarding release and further telephone call with counsel for LeBlanc. Revising Release. Follow-up calls regarding releases. Reviewing draft opinion and revising same.  | 1.60  |
| BCG | Sep 19, 2006 | Various emails and revisions to draft opinion; conference with NLJ and Kim Walsh on opinion   | 1.00  |
| BCG | Sep 19, 2006 | Emails re: applications re: opinion, revisions; email to Shawn Kavanagh on opinion changes, arranging cheques at registries; circulating revised draft for comment; check of Judgment Enforcement Act   | 1.50  |
| BCG | Sep 19, 2006 | Further calculation of draft interim opinion  | 0.30  |
| BCG | Sep 19, 2006 | Telephone conference with Ian Penney on Englee  | 0.30  |

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | opinion and sale of inventory   |       |
| BCG | Sep 19, 2006 | Emails with Kim Walsh re: WCC and releases  | 0.20  |
| BCG | Sep 19, 2006 | Review of Kim Walsh's comments on opinion and email from Ian Penney   | 0.40  |
| BCG | Sep 19, 2006 | Telephone call from Ian Penney  | 0.30  |
| BCG | Sep 19, 2006 | Email re: second application  | 0.20  |
| BCG | Sep 19, 2006 | Work on opinion; email from Shawn Kavanagh  | 0.50  |
| NLJ | Sep 19, 2006 | Reviewing email and attachments of S. Kavanagh. Revise Claims Plan Order. Circulate Claims Plan for comment. Circulate Sale2 for comment. Reviewing email of B. Grant and reply of Seaward regarding search updates (PEI). Telephone call to B. Grant regarding searches, opinion, etc. Revise application as per revised APA. Reviewing revised opinion. Reviewing email of S. Kavanagh regarding opinion and follow up. Telephone call to B. Grant regarding opinion and email of S. Kavanagh. Arrange execution search and forward to B. Grant. Telephone call to TOWN of Englee (D. Randell). Reviewing email of B. Grant with revised opinions. Telephone call to I. Penney regarding discussion with Town Clerk. Letter to Town regarding business taxes. Reviewing comments of K. Walsh. Telephone call to B. Grant regarding applications and teleconference. Email I. Penney with revised 2nd application. | 5.20  |
| KAW | Sep 20, 2006 | Emails with counsel for LeBlanc (release). Receipt of title searches for Roddickton and Anchor Point. Telephone call to searcher. Discussion with B. Grant. Email to I. Penney. Emails with B. Grant.   | 1.20  |
| BCG | Sep 20, 2006 | Meeting with Kim Walsh on search results  | 0.40  |
| BCG | Sep 20, 2006 | Follow up on Anchor Point   | 0.30  |
| BCG | Sep 20, 2006 | Further follow up on Roddickton   | 0.20  |
| NLJ | Sep 20, 2006 | Reviewing opinion with WHSCC information. Telephone call to B. Grant regarding applications and opinion. Email S. Kavanagh with 2nd   | 0.90  |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | application. Email S. Kavanagh with Claims Plan.   |       |
| KAW | Sep 21, 2006 | Receipt of title search regarding Anchor Point.<br>Telephone call to title searcher.   | 0.30  |
| BCG | Sep 21, 2006 | Letter from Gavin Giles, review and forwarding   | 0.30  |
| BCG | Sep 21, 2006 | Emails from Shawn Kavanagh Re; ADA/Barry #2  | 0.30  |
| NLJ | Sep 21, 2006 | Telephone call from Hubert Randell (Englee)<br>regarding interest in plant. Reviewing email of B.<br>Grant regarding follow-up on APA. Reviewing<br>exchange of emails regarding status of APA.  | 0.50  |
| BCG | Sep 22, 2006 | Drafting letter to Nova Cold Storage and related   | 0.40  |
| BCG | Sep 22, 2006 | Email from Ian Penney re: Pierre LeBlanc,<br>release and reply   | 0.20  |
| BCG | Sep 22, 2006 | Emails on Shippegan fire claim and RCMP  | 0.30  |
| BCG | Sep 22, 2006 | Forwarding Nova Cold Storage letter  | 0.30  |
| NLJ | Sep 22, 2006 | Telephone call to B. Grant regarding closing and<br>status of APA.   | 0.20  |
| BCG | Sep 25, 2006 | Emails with Ian Penney re: Pierre LeBlanc release<br>and re: Cold Storage  | 0.30  |
| BCG | Sep 25, 2006 | Emails re: IR Second Report  | 0.30  |
| BCG | Sep 25, 2006 | Further emails and conferences with NLJ on IR<br>Second Report with appendices   | 0.30  |
| BCG | Sep 25, 2006 | Further emails on IR Second Report   | 0.20  |
| KAW | Sep 25, 2006 | Telephone call from searcher regarding Anchor<br>Point search. Follow-up regarding releases.   | 0.60  |
| NLJ | Sep 25, 2006 | Reviewing email of B. Grant and reply regarding<br>2nd Interim Receiver's Report. Reviewing email<br>of B. Grant and arrange pdf of Receivers Reports.<br>Telephone call to I. Penney respecting interest<br>from Town of Englee and Interim Receivers<br>Report.    | 0.70  |
| KAW | Sep 26, 2006 | Receipt of letter from Sogelco regarding request<br>fro security agreement. Reviewing search notes<br>regarding Anchor Point and emails with B. Grant.<br>Receipt of further Workplace Health Safety and<br>Compensation Commission reports and revising<br>opinion. | 0.80  |

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|                   |              |  | HOURS              |
|-------------------|--------------|--|--------------------|
| NLJ               | Sep 26, 2006 | Reviewing email of B. Grant regarding Anchor Point searches.   | 0.20               |
| NLJ               | Sep 27, 2006 | Reviewing email of K. Walsh with revised schedule regarding WHSCC. Reviewing email of K. Walsh regarding Anchor Point. Reviewing emails of K. Walsh respecting Sogelco and Anchor Point. Reviewing email of I. Penney regarding WHSCC. Email I. Penney with letter of Sogelco. | 1.00               |
| <b>Total Fees</b> |              |  | <u>\$25,646.50</u> |

| TIMEKEEPER SUMMARY          | RATE   | HOURS        | FEE                |
|-----------------------------|--------|--------------|--------------------|
| Susan Norman                | 125.00 | 2.40         | 300.00             |
| Kim Walsh                   | 150.00 | 11.30        | 1,695.00           |
| Meg Gillies                 | 175.00 | 0.50         | 87.50              |
| Neil Jacobs                 | 275.00 | 32.60        | 8,965.00           |
| Bruce Grant                 | 300.00 | 47.70        | 14,310.00          |
| Jim Travers                 | 340.00 | 0.85         | 289.00             |
| <b>TOTAL HOURS AND FEES</b> |        | <b>95.35</b> | <b>\$25,646.50</b> |

#### DISBURSEMENTS

##### DISBURSEMENTS SUMMARY:

|                        |        |
|------------------------|--------|
| PPSA Professional Fees | 24.00  |
| Photocopies            | 172.50 |
| Search Fees            | 462.50 |
| Sheriff's Office       | 35.00  |
| Taxi Charges           | 8.80   |

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RE: Sea Treat Limited et. al., In Receivership

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DISBURSEMENTS SUMMARY:

|                                     |                           |
|-------------------------------------|---------------------------|
| Telephone Long Distance             | 39.72                     |
| * PPSA Costs                        | 36.00                     |
| * Items Not Subject to HST          |                           |
| <b>Total Disbursements</b>          | <u>\$778.52</u>           |
| <br>                                |                           |
| Total Fees and Disbursements        | \$26,425.02               |
| HST on Taxable Fees & Disbursements | 3,694.46                  |
| PST on Taxable Fees                 | 30.63                     |
| <br>                                |                           |
| <b>TOTAL DUE AND OWING</b>          | <u><u>\$30,150.11</u></u> |

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*

# STEWART MCKELVEY

NEWFOUNDLAND OFFICE

St. John's

Remit to:

PO Box 5038, Suite 1100, Cabot Place  
100 New Gower Street, St. John's, NL Canada, A1C 5V3  
Tel. 709.722.4270 Fax 709.722.4565  
GST Registration No. R121769053

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Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

Our File: NF8180-00020  
Invoice: 81490148  
Date: September 28, 2006

RE: Sea Treat Limited et. al., In Receivership

Please return this page with your remittance so we may ensure your account is properly credited.

|                                     |                           |
|-------------------------------------|---------------------------|
| For Professional Services Rendered: | \$25,646.50               |
| Disbursements Incurred:             | 778.52                    |
| HST:                                | 3,694.46                  |
| PST:                                | <u>30.63</u>              |
| Total Account Due:                  | <u><u>\$30,150.11</u></u> |

Grant, Bruce

## Account rendered in Canadian Dollars

**Payment Accepted by Electronic Funds Transfer:**

Wire Payment Instructions:

Royal Bank of Canada

Main Branch,

226 Water Street, St. John's, NL

Stewart McKelvey Stirling Scales – General Account

Transit#Bank#: 09453-003

Account No. 000-080-2

**For more info please contact the Accounts Receivable Clerk at 709-722-4270**

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

October 27, 2006  
Invoice No. 81495885  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |   | HOURS |
|-----|--------------|---|-------|
| MER | Aug 29, 2006 | Conference with N. Jacobs/B. Grant on accounts receivable and interest.   | 0.20  |
| BCG | Sep 19, 2006 | E-mails with I. Penney and related. Review of letter to Englee.   | 0.30  |
| BCG | Sep 27, 2006 | Review of Sogelco letter. E-mail to K. Walsh regarding Sogelco, Anchor Point and WHSCC issues.  | 0.30  |
| KAW | Sep 27, 2006 | E-mails with B. Grant and letters to I. Penney and S. Kavanagh regarding Sogelco registrations. Telephone call from Irving Oil Limited regarding Howard Turner Release. E-mail to I. Penney.  | 0.60  |
| BCG | Sep 28, 2006 | Telephone call with I. Penney. E-mail on Englee.  | 0.20  |
| KAW | Sep 28, 2006 | Telephone call from Irving Oil regarding release of equipment lease. E-mail to I. Penney regarding Anchor Point. Telephone call from L. McKeene regarding Howard Turner & Sons title search and further telephone call to Irving Oil. | 0.70  |
| NLJ | Sep 28, 2006 | Telephone call to I. Penney regarding Englee and additional offer. Review e-mail of I. Penney respecting Englee. Reviewing e-mail to I. Penney to update on status of APA. Reviewing e-mail of Walsh regarding Anchor Point.          | 0.80  |
| NLJ | Sep 29, 2006 | Telephone call from I. Penney respecting Sogelco.   | 0.20  |
| KAW | Oct 2, 2006  | E-mails with B. Grant. Telephone call to Workplace Health Safety and Compensation   | 1.00  |

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|     |             |   | HOURS |
|-----|-------------|---|-------|
|     |             | Commission. Revising schedule to Opinion to Receiver.   |       |
| BCG | Oct 2, 2006 | E-mails regarding WHSCC claim and review. Changes to opinion regarding WHSCC. E-mails regarding Quebec properties. E-mail to I. Penney regarding properties.  | 1.10  |
| NLJ | Oct 2, 2006 | Reviewing e-mail of I. Penney and reply of B. Grant regarding WHSCC and opinion. Telephone call from I. Penney respecting Sogelco and form of letter and APA. Letter regarding Sogelco. Reviewing e-mail of B. Grant respecting power bills - Quebec. Reviewing reply of B. Grant respecting Quebec.  | 1.20  |
| KAW | Oct 3, 2006 | Telephone call from B. Kennedy at Workplace Health Safety and Compensation Commission and further revision to opinion.  | 0.40  |
| BCG | Oct 3, 2006 | E-mails regarding Shippagan property and power. E-mail with N. Jacobs regarding Sogelco and related. Telephone discussions with I. Penney. E-mail regarding U.S. searches and related.  | 1.10  |
| NLJ | Oct 3, 2006 | E-mail forwarding Sogelco letter for comment and comments of B. Grant. Reviewing revised Schedules with respect to WHSCC. Reviewing e-mail of I. Penney and forward letter to Sogelco.  | 0.70  |
| CSR | Oct 4, 2006 | Review and exchange e-mail with B. Grant.   | 0.20  |
| KAW | Oct 4, 2006 | Telephone call to Workplace Health Safety and Compensation Commission. Reviewing legislation and case law regarding priority. E-mail to N. Jacobs.  | 1.20  |
| BCG | Oct 4, 2006 | Review of e-mails regarding due diligence, further e-mails and reply. Obtaining UCC searches. Further work regarding Quebec, US, UCC and conference with N. Jacobs. Receipt of facsimile from Nova Cold Storage. E-mail regard WHSCC regulations and timing of priority regarding fishers. E-mail regarding UCC searches with Bingham McCutchen and I. Penney. Further e- | 3.50  |



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RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | mails regarding US searches.   |       |
| NLJ | Oct 4, 2006  | Reviewing e-mail of B. Grant regarding WHSCC. E-mail K. Walsh respecting following up on timing. Review e-mail of B. Grant respecting reverting to Barry #2. Review e-mail of B. Grant respecting due diligence - Quebec and reply of I. Penney. Telephone call to B. Grant respecting WHSCC and due diligence - US and Quebec. Review e-mail of K. Walsh regarding WHSCC registrations. | 1.10  |
| KAW | Oct 5, 2006  | Various telephone conversations with Workplace Health Safety and Compensation Commission. Discussion with N. Jacobs.   | 0.80  |
| NLJ | Oct 5, 2006  | Telephone call from K. Walsh regarding WHSCC.  | 0.20  |
| KAW | Oct 6, 2006  | Discussion with N. Jacobs. E-mail to I. Penney et al. Telephone call from Workplace Health Safety and Compensation Commission - Collections Department.  | 0.50  |
| BCG | Oct 6, 2006  | E-mails regarding US searches. Telephone discussions with A. Beloff (2). E-mails regarding WHSCC.  | 1.40  |
| NLJ | Oct 6, 2006  | Meeting with K. Walsh respecting WHSCC assessments and registrations. Telephone call to B. Grant regarding same. Reviewing e-mail of K. Walsh respecting WHSCC inquiries. Reviewing comments of I. Penney and certificates as revised.   | 0.90  |
| KAW | Oct 10, 2006 | E-mails with B. Grant.   | 0.20  |
| BCG | Oct 10, 2006 | E-mails from I. Penney regarding UCC repayment, forwarding to K. Walsh and N. Jacobs. E-mail with I. Penney regarding WHSCC. Telephone discussions with I. Penney regarding Barry #2 and WHSCC.  | 1.00  |
| NLJ | Oct 10, 2006 | Reviewing e-mail of B. Grant regarding requirement to pay. Reviewing e-mail with respect to teleconference and reply of B. Grant. Telephone call to B. Grant regarding claims process and proposed teleconference.   | 0.60  |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
| BCG | Oct 11, 2006 | E-mail from I. Penney regarding vehicle transfer. E-mail regarding CFIA claim. E-mail from G. Giles. E-mail to I. Penney regarding Nova Cold Storage. E-mail from UCC searching service. E-mail to I. Penney regarding U.S. searches. Further e-mail regarding CFIA meeting. Further e-mails regarding U.S. searches and CFIA meeting.                   | 1.70  |
| NLJ | Oct 11, 2006 | Reviewing e-mail of B. Grant regarding additional asset. Review with respect to CFIA. Reviewing e-mail of B. Grant and telephone call regarding delays, bank and additional searches. Reviewing e-mail of B. Grant regarding UCC searches. Reviewing e-mail regarding CFIA and meeting. Reviewing e-mail of B. Grant to S. Kavanagh with respect to UCC. | 1.00  |
| BCG | Oct 12, 2006 | E-mail from and to I. Penney regarding UCC searches.   | 0.30  |
| BCG | Oct 13, 2006 | Conference on Englee tax letter.   | 0.30  |
| NLJ | Oct 13, 2006 | Telephone call from D. Randell, Town of Englee regarding fax. Reviewing letter from Town of Englee. Telephone call to B. Grant respecting letter and position. E-mail I. Penney regarding business taxes and reply to Town.  | 0.80  |
| BCG | Oct 16, 2006 | E-mails and facsimiles regarding Town of Englee taxes. Faxing UCC results and e-mail from and to I. Penney. Telephone discussions regarding CFIA claim, UCC, Englee and related. Telephone discussions with I. Penney regarding trust balances, review and reply.  | 1.10  |
| NLJ | Oct 16, 2006 | Reviewing e-mail of B. Grant respecting holding off on Englee. Review e-mail from I. Penney respecting taxes, etc.   | 0.40  |
| NLJ | Oct 17, 2006 | Reviewing e-mail of B. Grant respecting accounting on sale.  | 0.10  |
| BCG | Oct 20, 2006 | E-mail to S. Kavanagh regarding Barry #2. Conference regarding Quebec assets. E-mail from N. Jacobs. E-mail to I. Penney. Various e-mails  | 3.20  |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | and preparation for conference call. Conference call. Telephone discussions with I. Penney. Further work on file and telephone discussions relating to Barry #2.  |       |
| NLJ | Oct 20, 2006 | Reviewing e-mail of B. Grant respecting Receiver and Barry #2 deal. Review e-mail on Quebec due diligence, Barry #1. Telephone call to B. Grant respecting due diligence. E-mail regarding claims process, due diligence and allocation issues. Review e-mail of B. Grant respecting teleconference. Review opinion, etc., for teleconference. Telephone conference. Further telephone conference with I. Penney, B. Grant and Snow regarding agreement. Meeting with B. Grant regarding application and comment on agreements. Consider and review agreement.  | 4.00  |
| KAW | Oct 23, 2006 | Receipt of correspondence from counsel for Sogelco. E-mails and telephone call with counsel for P. LeBlanc. Telephone call with P. LeBlanc.   | 0.60  |
| BCG | Oct 23, 2006 | Conference with N. Jacobs on due diligence matters, court opinion. Review of Asset Purchase Agreement. Receipt of US search results. Receipt and review of I. Penney discussion points. Review of Sogelco claim, forwarding correspondence. Telephone discussions with I. Penney regarding Quebec diligence. E-mail from J. Hutchings regarding Asset Purchase Agreement and deposit. E-mail from A. Dodd. Preparation for conference call. Conference call. Conference with N. Jacobs. Conference with K. Walsh and e-mail. E-mails regarding conference call. Telephone discussions with I. Penney. | 4.50  |
| NLJ | Oct 23, 2006 | Meeting with B. Grant to discuss agreement and court. Telephone call to Justice Orsborn regarding availability (away November 6-20). Review e-mail of B. Grant respecting teleconference. Telephone call to B. Grant regarding discussion on dates and additional points on scope of  | 3.40  |

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | application. Review e-mail and attachment of S. Kavanagh. Reviewing Agreement of Purchase and Sale for meeting. Review e-mail of J. Hutchings respecting report. Reviewing e-mail of A. Dodd on teleconference. Review e-mail of S. Marshall regarding teleconference. Reviewing e-mail respecting Receiver issues. Teleconference.   |       |
| KAW | Oct 24, 2006 | E-mails with R. Aucoin regarding LeBlanc release.   | 0.30  |
| BCG | Oct 24, 2006 | Conference with K. Walsh regarding Sogelco claim. E-mails from S. Marshall regarding J. Hutchings. Telephone discussions with I. Penney. Conference with N. Jacobs regarding Sogelco claim. Telephone discussions with I. Penney. Preparation and attendance at conference call. E-mail regarding LeBlanc Release and forwarding.   | 3.00  |
| NLJ | Oct 24, 2006 | Reviewing e-mail respecting Sogelco and discuss with B. Grant. Telephone conference regarding Barry #3. Further telephone conference with B. Grant and I. Penney respecting Receiver's issues. Review e-mail of K. Walsh on Releases.   | 1.60  |
| BCG | Oct 25, 2006 | E-mail from I. Penney regarding P. LeBlanc matter. Meeting with K. Walsh regarding Sogelco matter. E-mail from S. Kavanagh regarding Shippagan Ltee. title information and plans. E-mails and telephone discussions regarding Sogelco matter and e-mail to J. Sethi. E-mails to S. Kavanagh regarding pricing issue. Further e-mails regarding Shippagan Ltee. property. E-mails regarding cash receipts, WHSCC, CRA and related matters. | 2.30  |
| NLJ | Oct 25, 2006 | Reviewing e-mail of B. Grant respecting Sogelco. Review e-mail regarding PIPEDA concerns. Telephone call to B. Grant respecting PIPEDA and Sogelco.   | 0.70  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

October 27, 2006  
File No. NF8180-00020  
Invoice No. 81495885  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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DISBURSEMENTS SUMMARY:

|                                     |                           |
|-------------------------------------|---------------------------|
| Taxi Charges                        | 8.80                      |
| Telephone Long Distance             | 13.00                     |
| * Items Not Subject to HST          |                           |
| <b>Total Disbursements</b>          | <u>\$59.16</u>            |
| <br>                                |                           |
| Total Fees and Disbursements        | \$13,583.66               |
| HST on Taxable Fees & Disbursements | 1,901.71                  |
| <br>                                |                           |
| <b>TOTAL DUE AND OWING</b>          | <u><u>\$15,485.37</u></u> |

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*

# STEWART MCKELVEY

NEWFOUNDLAND OFFICE

St. John's

Remit to:

PO Box 5038, Suite 1100, Cabot Place  
100 New Gower Street, St. John's, NL Canada, A1C 5V3  
Tel. 709.722.4270 Fax 709.722.4565  
GST Registration No. R121769053

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Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

Our File: NF8180-00020  
Invoice: 81495885  
Date: October 27, 2006

RE: Sea Treat Limited et. al., In Receivership

Please return this page with your remittance so we may ensure your account is properly credited.

|                                     |                           |
|-------------------------------------|---------------------------|
| For Professional Services Rendered: | \$13,524.50               |
| Disbursements Incurred:             | 59.16                     |
| HST:                                | <u>1,901.71</u>           |
| Total Account Due:                  | <u><u>\$15,485.37</u></u> |

Grant, Bruce

## Account rendered in Canadian Dollars

### Payment Accepted by Electronic Funds Transfer:

Wire Payment Instructions:  
Royal Bank of Canada  
Main Branch,  
226 Water Street, St. John's, NL  
Stewart McKelvey Stirling Scales -- General Account  
Transit#Bank#: 09453-003  
Account No. 000-080-2  
Swift Code: ROYCCAT2

For more info please contact the Accounts Receivable Clerk at 709-722-4270

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

November 28, 2006  
Invoice No. 81502182  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |  | HOURS |
|-----|--------------|--|-------|
| KAW | Oct 25, 2006 | Discussion with B. Grant. Letter to D. Hooley.<br>Emails with B. Grant.  | 0.50  |
| KAW | Oct 26, 2006 | Emails with B. Grant. Email from R. Aucoin.  | 0.30  |
| NLJ | Oct 27, 2006 | Reviewing Asset Purchase Agreement.<br>Reviewing Definitive Agreement. Telephone<br>conference (Jacobs/Grant/Kavanagh/Penney).<br>Comparison of changes in opinion versus<br>agreement with Barry 2. Meeting with B. Grant to<br>discuss changes. Telephone call to K. Walsh with<br>respect to description of Roddickton.<br>Teleconference (Penney/Jacobs/Kavanagh/Janell)<br>regarding deal with bank. Telephone call to I.<br>Penney regarding revisions to agreement. Email<br>to recap with B. Grant. Telephone call to B. Grant<br>regarding discussion with Bank. Email S.<br>Kavanagh with Roddickton information.<br>Reviewing redlined Agreement. Telephone call to<br>B. Grant with respect to comments on redlined<br>Agreement. Telephone call to S. Kavanagh. | 5.50  |
| BCG | Oct 27, 2006 | Emails from I. Penney and S. Kavanagh. Review<br>of revised Definitive Agreement. Preparation for<br>conference call. Conference call. Conference<br>with N. Jacobs regarding issues. Conference with<br>N. Jacobs regarding encumbrance section of Asset<br>Purchase Agreement. Conference with K. Walsh<br>regarding Town of Roddickton inquiry.   | 3.40  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

November 28, 2006  
File No. NF8180-00020  
Invoice No. 81502182  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

Page 2

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Conference with N. Jacobs regarding conference call with Bank of Nova Scotia. Conference with N. Jacobs and review of revised Barry #3 Agreement. Review of Definitive Agreement and email comments.   |       |
| KAW | Oct 27, 2006 | Emails with Town of Roddickton and reviewing property description.   | 0.40  |
| KMB | Oct 27, 2006 | Receipt and review of correspondence from David Hooley re Daley Bros. and Sea Treat receivership; call from and correspondence to John Maynard re Daley Bros. action in PEI;   | 0.30  |
| NLJ | Oct 30, 2006 | Reviewing revised agreement and comments of B. Grant. Reviewing emails regarding agreement for circulation.  | 0.50  |
| BCG | Oct 30, 2006 | Emails from S. Kavanagh. Email from and to S. Kavanagh. Further emails to S. Kavanagh and I. Penney.   | 0.60  |
| KAW | Oct 31, 2006 | Receipt of release from Irving regarding Howard Turner & Sons and circulating. Forwarding for registration. Emails with B. Grant and N. Jacobs.  | 0.40  |
| NLJ | Oct 31, 2006 | Reviewing email of Walsh respecting release.   | 0.20  |
| KAW | Nov 1, 2006  | Emails with B. Grant and revising opinion to Receiver. Emails with B. Timmons regarding Release from Irving. Telephone call from D. Alder at Irving.   | 0.50  |
| BCG | Nov 1, 2006  | Emails from S. Kavanagh, K. Walsh and message from Town of Fleur de Lys. E-mail to I. Penney regarding Town of Fleur de Lys, email to K. Walsh regarding Howard Turner and Sons charge/release. Further work regarding Town of Fleur de Lys. | 1.30  |
| NLJ | Nov 1, 2006  | Reviewing email of Fleur de Lys and Shippegan. Telephone call to K. Walsh regarding Release and action respecting same. Review email of K. Walsh with revised opinion.   | 0.60  |
| KAW | Nov 2, 2006  | Receipt of Release from Amco and emails with B. Grant regarding same. Discussion with N. Jacobs.   | 0.70  |



Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

November 28, 2006  
File No. NF8180-00020  
Invoice No. 81502182  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

Page 3

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|     |             |   | HOURS |
|-----|-------------|---|-------|
|     |             | Emails with B. Grant. Telephone call to Town (Fleur de Lys) clerk and receipt of fax regarding outstanding taxes.   |       |
| BCG | Nov 2, 2006 | Email from I. Penney regarding Englee. Email from S. Kavanagh. Reply to email regarding Englee. Email to K. Walsh regarding Town of Fleur de Lys. Email from I. Penney regarding Englee. Email from S. Kavanagh regarding Englee. | 1.20  |
| NLJ | Nov 2, 2006 | Reviewing email of I. Penney and reply of B. Grant regarding Englee and DFO. Reviewing email of K. Walsh regarding Fleur de Lys. Review emails of B. Grant and I. Penney respecting action on Englee.                             | 0.50  |
| CAS | Nov 3, 2006 | Researched information on Equipment Loan Agreement.   | 0.80  |
| KAW | Nov 3, 2006 | Emails with G. Russell at CIMCO.  | 0.30  |
| KAW | Nov 3, 2006 | Receipt of fax from Fleur de Lys Town Clerk and emails with B. Grant.   | 0.40  |
| BCG | Nov 3, 2006 | Email from K. Walsh regarding Cimco Lewis Refrigeration Release. Email from S. Kavanagh regarding Barry #3. Further email from S. Kavanagh regarding Barry #3.  | 0.50  |
| NLJ | Nov 3, 2006 | Reviewing email of K. Walsh regarding releases. Reviewing email of B. Grant and S. Kavanagh regarding position of Barry.  | 0.30  |
| KAW | Nov 6, 2006 | Emails with Nova Scotia counsel regarding registration of Release (Irving).   | 0.30  |
| KAW | Nov 6, 2006 | Email from B. Grant regarding Fleur de Lys property and telephone call to town clerk.   | 0.40  |
| BCG | Nov 6, 2006 | Email regarding Fleur de Lys, discussion and response, disbursement of funds. Email to S. Kavanagh and I. Penney regarding sales proceeds and requirement for deadline.   | 0.60  |
| NLJ | Nov 6, 2006 | Telephone call to B. Grant regarding application and Barry 3. Reviewing email of B. Grant regarding application.  | 0.40  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

November 28, 2006  
File No. NF8180-00020  
Invoice No. 81502182  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
| CAS | Nov 7, 2006  | Prepare Form 44.   | 0.80  |
| BCG | Nov 8, 2006  | Discussions with N. Jacobs regarding Englee.<br>Email from S. Kavanagh regarding meeting.  | 0.40  |
| NLJ | Nov 8, 2006  | Telephone call from Corp. Karen Travers<br>regarding call of concern from Town office (door<br>kicked open). Telephone call to I. Penney<br>respecting Englee property. Letter to Town of<br>Englee. Reviewing email of S. Kavanagh<br>regarding closing drop dead date. | 1.00  |
| KAW | Nov 9, 2006  | Telephone call to Town Clerk - Fleur de Lys.<br>Letter to Town Clerk.  | 0.80  |
| KAW | Nov 9, 2006  | Discussion/emails with N. Jacobs. Reviewing<br>memo from G. Connors and Share hypothecation.   | 0.60  |
| NLJ | Nov 9, 2006  | Revise letter to Town and forward. Review email<br>of I. Penney regarding share hypothecation and<br>reply. Review hypothecation and arrange release.  | 0.60  |
| BCG | Nov 14, 2006 | Emails regarding LaDigue Fisheries Limited and<br>related security, status regarding Barry #3, report<br>regarding Daley discussion. Email from S.<br>Kavanagh.  | 0.70  |
| NLJ | Nov 14, 2006 | Review email regarding discussion with Daley.<br>Review email respecting Barry position on Barry<br>2. Discuss file with B. Grant on next step on<br>Barry 2.  | 0.60  |
| BCG | Nov 15, 2006 | Email from S. Kavanagh. Telephone discussions<br>with I. Penney. Email from S. Marshall. Further<br>emails regarding LaScie Fisheries and<br>Newfoundland Harvesters' demand. Emails<br>regarding meeting. Emails regarding meetings /<br>email S. Kavanagh.             | 1.60  |
| NLJ | Nov 15, 2006 | Reviewing email regarding Newfoundland<br>Harvester, La Scie. Review emails regarding<br>discussions on Barry 2. Reviewing email on<br>schedule for meeting.   | 0.50  |
| BCG | Nov 16, 2006 | Email from S. Kavanagh regarding Newfoundland<br>Harvesters. Email from I. Penney regarding<br>release and reply.  | 0.40  |

Deloitte & Touche Inc.  
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Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

November 28, 2006  
File No. NF8180-00020  
Invoice No. 81502182  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
| BCG | Nov 17, 2006 | Email from N. Stride at Bank of Nova Scotia.<br>Email from S. Penney. Further email from N.<br>Stride. Email from S. Kavanagh. Email from K.<br>Walsh regarding Town of Fleur de Lys. Email to<br>I. Penney. Conference with K. Walsh.<br>Conference with N. Jacobs regarding Englee<br>matter. | 1.10  |
| NLJ | Nov 17, 2006 | Telephone call from E. Fillier (Mayor) regarding<br>plant and town concerns. Telephone call to I.<br>Penny respecting discussions. Review email of B.<br>Grant regarding Fleur de Lys and taxes.<br>Reviewing follow up email on Fleur de Lys and<br>discuss Englee.                            | 0.80  |
| KAW | Nov 17, 2006 | Telephone call from George Walsh (councillor)<br>regarding business taxes owing in Fleur de Lys;  | 0.30  |
| KAW | Nov 17, 2006 | Email to B. Grant regarding business taxes - Fleur<br>de Lys;   | 0.20  |
| KAW | Nov 20, 2006 | Receipt of release from CIMCO and telephone<br>call to J. Gibbons regarding execution.  | 0.30  |
| KAW | Nov 20, 2006 | Forwarding release to Registry of Deeds for<br>registration.  | 0.20  |
| KAW | Nov 20, 2006 | Emails with B. Grant pertaining to releases.  | 0.30  |
| KAW | Nov 20, 2006 | Emails with M. Belliveau regarding releases from<br>LeBlanc.  | 0.40  |
| KAW | Nov 20, 2006 | Revising opinion to Receiver regarding CIMCO<br>Release.  | 0.20  |
| KAW | Nov 20, 2006 | Preparing Release of Share Hypothecation.   | 0.60  |
| KAW | Nov 20, 2006 | Telephone call with Councillor Walsh (Fleur de<br>Lys).   | 0.20  |
| KAW | Nov 20, 2006 | Emails with B. Grant regarding status of business<br>tax account in Fleur de Lys.   | 0.30  |
| BCG | Nov 20, 2006 | Email from and to I. Penney regarding CIMCO.  | 0.20  |
| BCG | Nov 21, 2006 | Email from I. Penney regarding Missing Link and<br>review. Telephone discussions with I. Penney.  | 0.40  |
| KAW | Nov 21, 2006 | Retrieving "Missing Link 1" transcript from<br>registry.  | 0.20  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

November 28, 2006  
File No. NF8180-00020  
Invoice No. 81502182  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
| BCG | Nov 22, 2006 | Email regarding Missing Link and related work. Conference with N. Jacobs regarding Barry #2. Further call from I. Penney regarding Missing Link. Email with K. Walsh regarding HST issues.  | 1.70  |
| BCG | Nov 23, 2006 | Emails regarding LeBlanc releases. Conference with N. Jacobs. Email from I. Penney regarding meeting. Email from J. Hutchings, forwarding and circulation. Telephone discussions with S. Kavanagh. Further discussions with S. Kavanagh and related. Email to J. Hutchings.   | 1.20  |
| KAW | Nov 23, 2006 | Emails with B. Grant regarding HST on sale of fishing vessel.   | 0.30  |
| KAW | Nov 23, 2006 | Emails with M. Chaisson regarding applicability of HST on sale of fishing vessel.   | 0.30  |
| KAW | Nov 24, 2006 | Reviewing and revising Release of Share Hypothecation.  | 0.30  |
| KAW | Nov 24, 2006 | Receipt of email from M. Chaisson regarding HST on sale of fishing vessel and forwarding to B. Grant.   | 0.30  |
| MPC | Nov 24, 2006 | Review email from K. Walsh. Review HST regs regarding vessel sales. Email to K. Walsh.  | 0.40  |
| BCG | Nov 24, 2006 | Emails from I. Penney and related regarding meetings with T. Daley. Receipt and review of invoicing regarding US searches. Email regarding HST / fishing vessel site. Emails regarding meeting and HST with copy to N. Jacobs. Work regarding La Digue facility and fish processing license.  | 1.40  |
| BCG | Nov 27, 2006 | Discussions with I. Penney regarding T. Daley. Telephone discussions regarding Daley matter. Arranging meeting. Further emails regarding meeting. Telephone discussions with I. Penney (2) regarding meeting with T. Daley and D. Simmons. Email from J. Hutchings and reply. Email to S. Kavanagh and I. Penney regarding deposit on purchase of assets. Telephone discussions with I. Penney regarding offer on | 1.80  |

Deloitte & Touche Inc.  
 Attn: Ian Penney  
 Fort William Place  
 10 Factory Lane  
 St. John's NL A1C 6H5

November 28, 2006  
 File No. NF8180-00020  
 Invoice No. 81502182  
 GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|                   |              |   | HOURS              |
|-------------------|--------------|---|--------------------|
|                   |              | residual and T. Daley. Email to S. Kavanagh.<br>Email to I. Penney.   |                    |
| KAW               | Nov 28, 2006 | Telephone call from Acadia Planning Commission<br>regarding Shippagan Seafoods.                             | 0.30               |
| KAW               | Nov 28, 2006 | Emails with B.Grant with respect to telephone call<br>regarding condition of Shippagan Seafoods<br>property | 0.30               |
| <b>Total Fees</b> |              |   | <u>\$10,210.00</u> |

| TIMEKEEPER SUMMARY          | RATE   | HOURS        | FEE                |
|-----------------------------|--------|--------------|--------------------|
| Carla A. Steele             | 90.00  | 1.60         | 144.00             |
| Kim Walsh                   | 150.00 | 10.60        | 1,590.00           |
| Bruce Grant                 | 275.00 | 18.50        | 5,087.50           |
| Neil Jacobs                 | 275.00 | 11.50        | 3,162.50           |
| M.P. Chiasson               | 310.00 | 0.40         | 124.00             |
| Keith Boswell               | 340.00 | 0.30         | 102.00             |
| <b>TOTAL HOURS AND FEES</b> |        | <b>42.90</b> | <b>\$10,210.00</b> |

DISBURSEMENTS

DISBURSEMENTS SUMMARY:

|                         |        |
|-------------------------|--------|
| Courier/Delivery        | 14.68  |
| Photocopies             | 31.00  |
| Taxi Charges            | 8.80   |
| Telephone Long Distance | 14.36  |
| * Registry of Deeds     | 175.50 |

\* Items Not Subject to HST

**Total Disbursements** \$244.34

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

November 28, 2006  
File No. NF8180-00020  
Invoice No. 81502182  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

Page 8

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|                                     |                           |
|-------------------------------------|---------------------------|
| Total Fees and Disbursements        | \$10,454.34               |
| HST on Taxable Fees & Disbursements | 1,439.04                  |
| PST on Taxable Fees                 | 10.81                     |
| <b>TOTAL DUE AND OWING</b>          | <b><u>\$11,904.19</u></b> |

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*

# STEWART MCKELVEY

NEWFOUNDLAND OFFICE

St. John's

Remit to:

PO Box 5038, Suite 1100, Cabot Place  
100 New Gower Street, St. John's, NL Canada, A1C 5V3  
Tel. 709.722.4270 Fax 709.722.4565  
GST Registration No. R121769053

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Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

Our File: NF8180-00020  
Invoice: 81502182  
Date: November 28, 2006

RE: Sea Treat Limited et. al., In Receivership

Please return this page with your remittance so we may ensure your account is properly credited.

|                                     |                           |
|-------------------------------------|---------------------------|
| For Professional Services Rendered: | \$10,210.00               |
| Disbursements Incurred:             | 244.34                    |
| HST:                                | 1,439.04                  |
| PST:                                | <u>10.81</u>              |
| Total Account Due:                  | <u><u>\$11,904.19</u></u> |

Grant, Bruce

## Account rendered in Canadian Dollars

**Payment Accepted by Electronic Funds Transfer:**

Wire Payment Instructions:

Royal Bank of Canada

Main Branch,

226 Water Street, St. John's, NL

Stewart McKelvey Stirling Scales – General Account

Transit#/Bank#: 09453-003

Account No. 000-080-2

Swift Code: ROYCCAT2

**For more info please contact the Accounts Receivable Clerk at 709-722-4270**

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

December 20, 2006  
Invoice No. 81506962  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |  | HOURS |
|-----|--------------|--|-------|
| NLJ | Nov 20, 2006 | Review emails regarding Cima releases and opinion update. Review email on taxes, Fleur de Lys.   | 0.30  |
| NLJ | Nov 22, 2006 | Telephone call to B. Grant regarding status of Barry 2 and receivership and Missing Link.  | 0.20  |
| NLJ | Nov 23, 2006 | Telephone call from I. Penney regarding Englee and status of Barry 2. Meeting with B. Grant and review email on status of meetings and Barry 2.  | 0.40  |
| NLJ | Nov 24, 2006 | Review email of B. Grant regarding meeting on file. Review email of J. Hutchings and reply on deposit. Review exchange of emails regarding expiration of certificate - La Digue.   | 0.60  |
| NLJ | Nov 27, 2006 | Review email of B. Grant regarding deposit and discuss meeting.  | 0.20  |
| NLJ | Nov 28, 2006 | Meeting with B. Grant respecting strategy for Daley agreement and Court approval. Reviewing email of B. Grant respecting return of deposit and form of application.  | 0.50  |
| BCG | Nov 28, 2006 | Return of deposit on assets to Barry Group and emails concerning same. Conference with N. Jacobs. Email to S. Kavanagh. Emails regarding G. O'Brien letter regarding Century Seafoods Ltd. claim. Email to and from I. Penney. Email to D. Simmons. Email regarding Shippagan notice regarding disrepair. Telephone discussions with | 3.10  |



Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

December 20, 2006  
File No. NF8180-00020  
Invoice No. 81506962  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

Page 2

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | D. Simmons regarding AON claim. Telephone discussions with I. Penney regarding AON claim, sale and guarantee claim. Further email to D. Simmons regarding Century Seafoods. Review of Cold North Agreement and providing comments. Forwarding Barry #2 deposit. Review of materials from D. Simmons regarding Century Seafoods. Email to and from S. Kavanagh regarding Cold North Agreement. |       |
| BCG | Nov 29, 2006 | Emails with I. Penney and S. Kavanagh regarding Cold North Agreement, AON claim issues, conflict issues, Cold North - Coombs reply and related. Telephone discussions with I. Penney. Receipt of email with Cold North draft, review and comments to same. Various emails.  | 1.70  |
| NLJ | Nov 29, 2006 | Telephone call to B. Grant regarding resolution of Cold North issues.   | 0.20  |
| BCG | Nov 30, 2006 | Letter from N-G Brideau, review and distribution of same.   | 0.30  |
| KAW | Nov 30, 2006 | Receipt of confirmation of registration of Irving Oil/Howard Turner Release and emails to B. Grant regarding same.  | 0.30  |
| KAW | Nov 30, 2006 | Telephone call from P. LeBlanc.   | 0.30  |
| KAW | Nov 30, 2006 | Consult with B. Grant regarding LeBlanc releases.   | 0.20  |
| KAW | Nov 30, 2006 | Email to counsel in Moncton regarding execution of releases by LeBlanc et al.   | 0.30  |
| BCG | Dec 1, 2006  | Email to S. Kavanagh. Conference with N. Jacobs. Emails regarding Howard Turner & Sons release.   | 0.70  |
| CJS | Dec 1, 2006  | Email from K. Walsh (x2). Email to K. Walsh.  | 0.20  |
| NLJ | Dec 1, 2006  | Telephone call to B. Grant regarding Daley deal and timing of application and email of B. Grant. Reviewing release - IOL and Turner.  | 0.30  |
| BCG | Dec 4, 2006  | Email from S. Kavanagh, S. Marshall. Email to S. Marshall. Telephone discussions with S. Kavanagh regarding Daley deal. Email from S. Marshall and reply. Telephone discussions with I.   | 3.80  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

December 20, 2006  
File No. NF8180-00020  
Invoice No. 81506962  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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HOURS

|     |             |  |      |
|-----|-------------|--|------|
|     |             | Penney. Documents regarding Shippagan - to D. Simmons. Emails to I. Penney and S. Kavanagh. Emails regarding AON meeting. Meeting with N. Jacobs regarding abandonment of Shippagan property. Further emails regarding meeting. Further email regarding Daley deal. Further emails regarding Shippagan. Email regarding Daley deal. Emails to S. Kavanagh and I. Penney regarding Shippagan. Telephone discussions with D. Simmons. Email to S. Kavanagh and I. Penney regarding Simmons review, forwarding documents to D. Simmons. |      |
| NLJ | Dec 4, 2006 | Reviewing emails of B. Grant and S. Kavanagh to Marshall with respect to Cold North and residual assets. Reviewing email of B. Grant respecting Shippagan. Review further email of B. Grant respecting meeting, AON. Telephone call to B. Grant respecting Shippagan and election of Receiver to abandon or take possession. Reviewing emails regarding meetings and position of Bank regarding Daley.   | 1.10 |
| BCG | Dec 5, 2006 | Email from and to S. Kavanagh. Draft letter regarding Shippagan. Opinion letter to I. Penney. Emails with S. Marshall and related. Various emails regarding S. Marshall's emails in relation to Cold North and Daley deal. Telephone discussions with I. Penney regarding deal issues. Conference call with S. Kavanagh and I. Penney regarding Daley emails, Shippagan. Further work on file. Emails with S. Kavanagh and I. Penney. Email to S. Kavanagh. Email from S. Kavanagh.  | 3.60 |
| BCG | Dec 6, 2006 | Emails from I. Penney regarding AON litigation, Bank email and Daley deal. Telephone discussions with S. Kavanagh. Telephone discussions with I. Penney. Telephone discussions with S. Marshall. Telephone discussions with I. Penney. Email regarding Sogelco. Further emails regarding Sogelco. Telephone discussions with S.  | 1.80 |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

December 20, 2006  
File No. NF8180-00020  
Invoice No. 81506962  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |             |   | HOURS |
|-----|-------------|---|-------|
|     |             | Marshall. Emails regarding AON meeting.   |       |
| NLJ | Dec 6, 2006 | Meeting with B. Grant regarding status of Daley negotiations.   | 0.20  |
| KAW | Dec 6, 2006 | Email to B. Grant regarding request of Sogelco to lift stay.  | 0.30  |
| KAW | Dec 6, 2006 | Telephone call to N. LeBlanc.   | 0.20  |
| KAW | Dec 7, 2006 | Discussion with B. Grant regarding Sogelco and related.   | 0.30  |
| KAW | Dec 7, 2006 | Telephone call with Napoleon LeBlanc.   | 0.20  |
| KAW | Dec 7, 2006 | Email to C. Stewart regarding meeting with LeBlancs to execute releases.  | 0.30  |
| BCG | Dec 7, 2006 | Telephone discussions with I. Penney. Further discussions with I. Penney regarding Sogelco. Letter to I. Penney regarding realization. Email from S. Kavanagh regarding draft letter to S. Marshall and review. Email from I. Penney regarding Cold North issues. Review of accounts receivable's listing and information on company from I. Penney. Email to J. Sethi regarding Sogelco. Emails regarding letter to S. Marshall from I. Penney and email response. Conference with N. Jacobs regarding Englee. Emails regarding Sogelco. Emails regarding S. Marshall. Emails regarding work on AON Reed Stenhouse claim and related discovery requirements. Email regarding Leblanc releases. | 4.10  |
| CJS | Dec 7, 2006 | Email from K. Walsh regarding documents.<br>Email to K. Walsh.  | 0.20  |
| NLJ | Dec 7, 2006 | Reviewing letter of Town of Englee. Email I. Penney and B. Grant respecting Town. Review email of K. Walsh respecting Release.  | 0.50  |
| BCG | Dec 8, 2006 | Emails regarding Daley deal and response to S. Marshall's letter and replies (7). Telephone discussions with I. Penney. Review of memo regarding Cheticamp security and release. Emails regarding undertakings and reply. Further emails with S. Marshall. Telephone discussions with S.  | 3.20  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

December 20, 2006  
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RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | Kavanagh. Telephone discussions with S. Marshall. Emails to S. Kavanagh, S. Marshall and I. Penney regarding meeting.   |       |
| CJS | Dec 8, 2006  | Telephone call to M. LeBlanc. Email from H. Stanley.  | 0.30  |
| NLJ | Dec 8, 2006  | Reviewing email regarding AON meeting. Reviewing reply of I. Penney respecting Englee.  | 0.40  |
| BCG | Dec 11, 2006 | Email from S. Kavanagh. Email from S. Marshall. Emails with I. Penney and S. Kavanagh regarding meeting. Further emails regarding meeting. Preparation for meeting. Attendance at meeting with T. Daley et. al.   | 5.00  |
| BCG | Dec 12, 2006 | Work on file for meeting. Emails to D. Simmons and I. Penney. Teleconference with I. Penney and S. Kavanagh regarding litigation agreement. Review of S. Kavanagh memo. Email to S. Kavanagh. Further emails with S. Kavanagh and I. Penney. Email from T. Daley. Emails regarding fish purchase slips and DFO. Conference call. Emails regarding DFO and discussions with R. Coombs. | 3.60  |
| NLJ | Dec 12, 2006 | Telephone call to B. Grant regarding meeting with Daley and Englee matter.  | 0.20  |
| BCG | Dec 13, 2006 | Telephone discussions with I. Penney. Drafting and sending DFO letter. Emails from and to S. Kavanagh. Email from I. Penney regarding action plan with accounts and related. Telephone discussions with I. Penney. Further discussions with I. Penney regarding letter to Daley and letter of S. Kavanagh. Email to S. Kavanagh regarding letter.                                     | 2.00  |
| BCG | Dec 14, 2006 | Emails with S. Kavanagh regarding letter to T. Daley. Email from I. Penney. Email from I. Penney with final draft and review. Telephone discussions with I. Penney regarding abandonment of properties and teleconference. Email from N. Stride. Conference call regarding Shippagan, accounts receivables, Englee, letter to T. Daley,   | 3.20  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

December 20, 2006  
File No. NF8180-00020  
Invoice No. 81506962  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | tender on Englee and related. Further email with S. Kavanagh. Letter to Minister's office. Email to D. Simmons. Various emails on residuals reply. Emails regarding Shippagan property.   |       |
| NLJ | Dec 14, 2006 | Telephone call from Mayor Ed Fillier (doors to plant now open and potentially dangerous), fire and chemical hazard. Telephone call to I. Penney and to B. Grant regarding Englee.   | 0.50  |
| KAW | Dec 14, 2006 | Telephone call from C. Stewart regarding execution of Releases (LeBlanc).   | 0.30  |
| BCG | Dec 15, 2006 | Email from Minister's Office. Emails regarding Shippagan (6) and related replies. Emails from I. Penney and S. Marshall and related emails. Further work regarding Shippagan property. Drafting letter to S. Marshall with information request. Telephone discussions with Stewart McKelvey Moncton office. Forwarding draft of letter directed to S. Marshall to I. Penney for review and comment. Email from I. Penney regarding S. Marshall letter and reply. Conference call with I. Penney and S. Kavanagh. Email with I. Penney regarding DFO purchase slips. Forwarding S. Marshall letter with amendment. | 3.90  |
| NLJ | Dec 15, 2006 | Reviewing emails of B. Grant regarding Shippagan. Meeting with B. Grant to discuss Town of Englee. Telephone call to E. Fillier respecting position of Interim Receiver (tender, not taking possession, tax situation, etc.)  | 0.60  |
| BCG | Dec 18, 2006 | Forwarding reply letter to your Company and auditors relating to the preparation and audit of your Company's financial statements for the period ending June 30th, 2005 and June 30, 2006.  | 0.00  |
| BCG | Dec 18, 2006 | Email with I. Penney regarding S. Marshall letter. Email from S. Kavanagh and reply. Drafting letter to N. G. Brideau regarding Shippagan and forwarding to I. Penney for review and comment. Emails from R. McGrath. Email with I. Penney. Email to DFO regarding purchase slips. Further  | 2.30  |

Remittance Page

# STEWART MCKELVEY

NEWFOUNDLAND OFFICE

St. John's

Remit to:

PO Box 5038, Suite 1100, Cabot Place  
100 New Gower Street, St. John's, NL Canada, A1C 5V3  
Tel. 709.722.4270 Fax 709.722.4565  
GST Registration No. R121769053

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Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

Our File: NF8180-00020  
Invoice: 81506962  
Date: December 20, 2006

RE: Sea Treat Limited et. al., In Receivership

Please return this page with your remittance so we may ensure your account is properly credited.

|                                     |                           |
|-------------------------------------|---------------------------|
| For Professional Services Rendered: | \$14,825.50               |
| Disbursements Incurred:             | 323.33                    |
| HST:                                | <u>2,120.83</u>           |
| Total Account Due:                  | <u><u>\$17,269.66</u></u> |

Grant, Bruce

## Account rendered in Canadian Dollars

### Payment Accepted by Electronic Funds Transfer:

Wire Payment Instructions:  
Royal Bank of Canada  
Main Branch,  
226 Water Street, St. John's, NL  
Stewart McKelvey Stirling Scales – General Account  
Transit#/Bank#: 09453-003  
Account No. 000-080-2  
Swift Code: ROYCCAT2

**For more info please contact the Accounts Receivable Clerk at 709-722-4270**

**EXHIBIT G**

IN THE MATTER OF THE RECEIVERSHIP OF THE PROPERTY OF  
SEA TREAT LIMITED AN CERTAIN RELATED COMPANIES  
RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

For the period of May 18, 2007 to January 18, 2007

Receipts

|                                    |                |                     |
|------------------------------------|----------------|---------------------|
| Cash on hand                       | \$ 72,482.51   | \$ 72,482.51        |
| Realization of Assets              |                |                     |
| Accounts receivable                | 20,632.96      |                     |
| Mortgages receivable               | 260,598.13     |                     |
| Other receivables                  | 1,362.51       | 282,593.60          |
| Realization of assets              |                |                     |
| Sale of inventory                  | 195,955.65     |                     |
| Sale of motor vehicle              | 28,600.00      |                     |
| Sale of assets to 54040 NL         | 7,500,000.00   | 7,724,555.65        |
| Miscellaneous                      |                |                     |
| Interest                           | 137,235.25     |                     |
| Rental Income                      | 37,520.12      |                     |
| G.S.T. collected                   | 9,348.58       |                     |
| Sale of foreign exchange contracts | 450,304.82     | <u>634,408.77</u>   |
|                                    | Total Receipts | <u>8,714,040.53</u> |

Disbursements

|                |           |           |
|----------------|-----------|-----------|
| Advertising    | 5,445.40  | 5,445.40  |
| Security       | 82,162.00 | 82,162.00 |
| Bank charges   | 455.65    |           |
| Utilities      | 26,220.08 |           |
| Property taxes | 77,027.50 |           |



|  |            |                       |
|--|------------|-----------------------|
| Storage                                    | 47,883.96  |                       |
| Rent                                       | 2,733.65   |                       |
| Other                                      | 42,167.46  |                       |
| Casual labour                              | 18,093.59  |                       |
| G.S.T. paid                                | 148,630.90 |                       |
| Insurance                                  | 181,402.30 | 544,615.09            |
| Receiver fees                              | 615,800.00 | 615,800.00            |
| Legal fees                                 | 245,109.80 | <u>245,109.80</u>     |
| Total Disbursements                        |            | <u>1,493,132.29</u>   |
| Excess of Cash Receipts over Disbursements |            | <u>\$7,220,908.24</u> |

**SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
IN BANKRUPTCY AND INSOLVENCY**

**THE BANK OF NOVA SCOTIA**

**APPLICANT**

**AND**

|                                  |                 |
|----------------------------------|-----------------|
| Sea Treat Limited                | Court No. 13515 |
| Daley Brothers Limited           | Court No. 13516 |
| D.B.L. Fishing Company Limited   | Court No. 13517 |
| 10561 Newfoundland Limited       | Court No. 13518 |
| 10563 Newfoundland Limited       | Court No. 13519 |
| Kegaska Seafoods Limited         | Court No. 13520 |
| Missing Link Limited             | Court No. 13521 |
| Grand Banker Enterprise Ltd.     | Court No. 13522 |
| Anchor Shellfish Inc.            | Court No. 13523 |
| Viking Sea Products Ltd.         | Court No. 13524 |
| Vair Holdings Limited            | Court No. 13525 |
| St. Paul Seafoods Ltd.           | Court No. 13526 |
| CB Seafoods Limited              | Court No. 13527 |
| Howard Turner and Sons Limited   | Court No. 13528 |
| 513087 N.B. Inc.                 | Court No. 13529 |
| Le Fruits De Mer Shippagan Ltee  | Court No. 13530 |
| Cheticamp Packers (1991) Limited | Court No. 13531 |
| La Digue Fisheries Limited       | Court No. 13532 |

**RESPONDENTS**

**THIRD REPORT OF DELOITTE & TOUCHE INC.**

**INTERIM RECEIVER**

**OCTOBER 19, 2007**

## 1. INTRODUCTION

On May 5, 2006, the Bank of Nova Scotia (the "Bank") issued demand notices to Sea Treat Limited ("STL") and to a number of related companies, all of which had guaranteed payment of STL's loans to the Bank. The following is a listing of the companies that also received demand notices on May 5, 2006.

|  |   |
|--|---|
| Daley Brothers Limited<br>D.B.L. Fishing Company Limited<br>10561 Newfoundland Limited<br>10563 Newfoundland Limited<br>Kegaska Seafoods Limited<br>Missing Link Limited<br>Grand Banker Enterprises Ltd.<br>Anchor Shellfish Inc. | Viking Sea Products Ltd.<br>Vair Holdings Limited<br>St. Paul Seafoods Ltd.<br>CB Seafoods Limited<br>Howard Turner and Sons Limited<br>513087 N.B. Inc.<br>Le Fruits De Mer Shippagan Ltee<br>Cheticamp Packers (1991) Limited<br>La Digue Fisheries Limited |
|--|---|

STL and the above noted corporate guarantors (the "Corporate Guarantors") are collectively referred to herein as the "Debtors".

As a result of STL's deteriorating financial position and in order to protect its security interests, on May 18, 2006, the Bank applied for an Order pursuant to Section 47(1) of the Bankruptcy and Insolvency Act appointing an interim receiver and under Rule 25 of the Rules of the Supreme Court, 1986 appointing a receiver and manager.

By order of the Honourable Mr. Justice Orsborn dated May 18, 2006, (the "Initial Order") Deloitte & Touche Inc. was appointed interim receiver (the "Receiver")

of all of the assets, undertaking and property of the Debtors. Attached hereto as **Exhibit A** is a copy of the Initial Order.

By order of the Honourable Mr. Justice Orsborn dated June 23, 2006 (the “June 23 Order”), the Receiver was authorized to enter into an asset purchase agreement between the Receiver and 54040 Newfoundland and Labrador Inc. (“54040 NL”) in respect of certain assets of the Debtors as set out in the Receiver’s sale package dated May 26, 2006 and updated June 2, 2006. A copy of the June 23 Order is attached hereto as **Exhibit B**.

By order of the Honourable Mr. Justice O’Regan dated January 31, 2007 (the “January 31 Order”), the Receiver was authorized to make a distribution to the Bank and to execute a claims plan to determine the rights and entitlements of potential priority creditors (the “Claims Plan”). A copy of the January 31 Order is attached hereto as **Exhibit C**.

## 2. **DESCRIPTION OF STL**

STL is owned by Daley Brothers Limited (“DBL”). The Receiver understands that DBL is controlled by Mr. Terry Daley. All of the Corporate Guarantors are owned and controlled, either directly or indirectly by STL. Attached hereto as **Exhibit D** is a copy of the Daley family group of companies (the “Daley Fishing Enterprise”) organization chart as prepared by STL’s accountant. The business of

the Debtors consisted primarily of the purchasing, processing and marketing of various fish products, primarily crab, shrimp and pelagics. Newfoundland and Labrador (“NL”) was the chief place of business of the Debtors with multiple processing facilities, executive and administrative offices being located in NL. A fish processing facility was also located at Cheticamp, Nova Scotia which was owned by one of the Corporate Guarantors, Cheticamp Packers (1991) Limited. In addition, there was a fish buying facility at Marie Joseph in Nova Scotia and a fish processing facility in St. Paul-de-Riviere, Quebec. The Receiver has been advised that STL also had other business arrangements with entities not included in the Daley Fishing Enterprise. These include a fish processing facility located at Little Bay Island, NL (the “LBI Plant”) and another located at LaScie, NL (the “LaScie Plant”). The Receiver understands that at one time STL owned both the LBI Plant and the LaScie Plant.

The Debtors owned four main processing facilities, the details of which are set out below:

| <u>Facility</u> | <u>Primary Product</u> |
|-----------------|------------------------|
| St. Joseph’s    | Shrimp and pelagics    |
| Anchor Point    | Shrimp                 |
| Port de Grave   | Crab and pelagics      |
| Cheticamp       | Crab and herring roe   |

These facilities were sold to 54040 NL by the Receiver, approval for which was granted by this Honourable Court in the June 23 Order.

All loan accounts maintained by the Bank for the Debtors were maintained in the name of STL, as well as all material operating bank accounts that were used in the processing and administrative activities of the Debtors. All of the loans made by the Bank have been advanced solely to STL and all financial reporting to the Bank for the Debtors was reported in the name of STL on a consolidated basis.

The Bank is STL's senior secured lender with outstanding debt of approximately \$32,000,000 as at May 18, 2006.

3. **PURPOSE OF REPORT**

The purpose of this, the Receiver's third report is to:

- (a) Report on the activities of the Receiver since its second report to Court dated January 19, 2007 (the "January 19 Report");
- (b) Seek approval of this Honourable Court of a proposed second distribution to the Bank in the manner described herein;
- (c) Seek approval of this Honourable Court of a proposed distribution to the proven creditors arising from the Claims Plan;

- (d) Seek approval of this Honourable Court of the accounts of the Receiver and of its independent legal counsel (the "Accounts");
- (e) Seek approval of this Honourable Court of the activities and conduct of the Receiver to date, as described herein; and
- (f) Seek approval of this Honourable Court of the Receiver's Statement of Receipts and Disbursements for the period May 18, 2006 to October 19, 2007.

4. **RECEIVER'S ACTIVITIES FROM JANUARY 20, 2007 TO DATE**

Since the January 19 Report, the Receiver has performed the following activities:

- Completed a second tender process whereby properties in Shippigan, NB, Roddickton, NL and Englee, NL were offered for sale. Attached hereto as **Exhibit E** is a copy of the Information Package;
- Completed the sale of the properties in Shippigan, NB and Roddickton, NL in accordance with the terms and conditions of the second tender process described above;

- Arranged for the initial distribution of funds to the Bank in accordance with the January 31 Order;
- Worked with independent legal counsel to execute the Claims Plan as provided for in the January 31, Order;
- Completed the sale of STL's remaining inventory, including securing the release of same from various cold storage suppliers claiming possessory liens;
- Made additional contact with STL's trade accounts receivable customers to further discuss their outstanding balances, and negotiated settlements where appropriate;
- Made additional contact with parties owing intercompany and/or non-trade balances to further investigate their outstanding balances;
- Made further contact with employees, directors, officers and customers to further investigate their outstanding balances, and negotiate settlements where appropriate;
- Worked with legal counsel to advance various outstanding litigation matters in which certain of the Debtors were plaintiffs;



- Settled a significant litigation matter in which certain of the Debtors were plaintiffs; and
- Attended to all other administrative, accounting and reporting matters in connection with the administration of these proceedings.

## 5. **APPROVAL OF PROPOSED DISTRIBUTION OF FUNDS**

As reported in the January 19 Report, the Receiver determined, based on the legal opinion (the “Opinion”) provided by Stewart McKelvey, its independent legal counsel, that subject to determining whether there are possible provable claims and statutory lien claimants ranking in priority to the Bank (the “Potential Priority Creditors”), the Bank is the Debtors’ first ranking secured creditor.

In order to determine whether there were any Potential Priority Creditors, the Receiver undertook the procedures set out in the Claims Plan.

After providing the requisite notices pursuant to the Claims Plan, the Receiver received 10 proofs of claim (“POCs”) within the allotted time. In consultation with its independent legal counsel, the Receiver approved 3 POCs, disallowed 2 POCs, and deferred 5 POCs.

The Receiver is of the opinion that the deferrals were appropriate, as in 4 of the cases, the assets over which the Potential Priority Creditors were claiming a priority interest had not yet been liquidated by the Receiver. It should be noted that the Potential Priority Creditors would enjoy a fixed charge on these assets only and not a general charge as against STL's other assets. In the 5<sup>th</sup> case, the County of Inverness, Nova Scotia, clarification as to the tax lien rights in Nova Scotia was necessary. The Receiver has now settled 2 of these deferred claims as they related to the sale of properties in Roddickton, NL and Shippigan, NB. Two of the remaining deferrals relate to a former plant in Englee, NL over which the Receiver has never taken possession due to health and safety concerns while the third relates to the County of Inverness Nova Scotia.

The Receiver's disallowance of the 2 POCs has not been appealed.

On April 13, 2007, before the expiration of the 30 day appeal period as set out in the Claims Plan (the "Appeal Period"), the Bank objected to the Receiver's approval of the claims put forward by the Trustee in Bankruptcy of Conpak Seafoods Inc. ("Conpak"), Weston Foods (Canada) Inc. as successor to Connors Brothers (Nfld) Ltd. ("Weston") and Mr. Kevin Slaney.

The Bank has since withdrawn their objections to the Conpak and Weston claims. Therefore, the Receiver believes it is now appropriate to pay Conpak \$22,393 and

Weston \$68,704.96 in accordance with the settlement agreements reached between Weston, Conpak and the Bank.

The Bank's objection relating to Mr. Kevin Slaney's claim was heard by this Honourable Court on July 20, 2007, resulting in the Receiver's acceptance of Mr. Slaney's claim being upheld.

The remaining first ranking secured debt which is owed to the Bank by the STL is now approximately \$26,000,000. Based on the Opinion, the Receiver is of the view that, subject to payments to Conpak, Weston, any deferred Potential Priority Creditor's claims, and payment of the Accounts, the Bank is entitled to receive the remaining net proceeds, up to the amount of their unpaid secured debt, which have been collected or which will be realized by the Receiver at a later date.

Further cash receipts and disbursements are anticipated to result from litigation that was ongoing at the time of the Receiver's appointment. The Receiver and its independent legal counsel are working with the legal counsel who were originally appointed by STL to advance these actions and believe that there are net recoveries available in relation to the destruction of the plant at Shippigan, NB and at least one other matter (the "Litigation"). Further cash receipts and disbursements are also anticipated from the liquidation and collection of trade receivables, intercompany accounts and the other assets of the Debtors (collectively with the Litigation, the "Residual Assets").

The funds which are anticipated to be available for distribution as of the date this Application is scheduled to be heard are approximately \$1,244,160 (the "Distributable Funds"). Proceeds from the Residual Assets can not be determined with any accuracy at this time, therefore, are not included in the calculation of the Distributable Funds.

The Receiver respectfully recommends the payment of \$22,393 to Conpak and \$68,704.96 to Weston in accordance with the Claims Plan. In addition, the Receiver recommends the payment of \$3,390 to Mr. Kevin Slaney on behalf of the Bank in satisfaction of his court awarded costs.

While the fees and expenses owed to the Receiver and the Receiver's legal counsels have substantially been paid to date, the ongoing costs of administering the estate must be paid from the Distributable Funds and the net proceeds from realizing on the Residual Assets. At this time, the Receiver is of the opinion that \$149,672.61 should be retained from the Distributable Funds as a reserve to pay the ongoing costs of this administration.

The Receiver respectfully recommends that a second distribution, in addition to the \$3,390 to be paid to Mr. Kevin Slaney, to the Bank be made at this time in the amount of \$1,000,000 (the "Second Recommended Distribution").

**6. CLAIMS PLAN**

Other than the 2 remaining deferred POCs, the claims of all other Potential Priority Creditors have either been settled or disallowed and the Appeal Period has expired. Accordingly, the Claims Plan has been substantially completed in accordance with the January 31 Order.

**7. APPROVAL OF ACCOUNTS**

The January 19 Order approved the accounts of the Receiver and its independent legal counsel for the period May 18, 2006 to January 10, 2007.

Attached hereto as **Exhibit F** is a summary of the accounts of the Receiver for the period January 11, 2007 to September 28, 2007 complete with detailed billing information which totals \$117,378.96 before applicable taxes.

Attached hereto as **Exhibit G** is a summary of the accounts of the Receiver's independent legal counsel, Stewart McKelvey, for the period December 14, 2006 to August 16, 2007 complete with detailed billing information which totals \$92,012.31 before applicable taxes.

In addition, legal fees totaling \$80,967.17 were paid to White, Ottenheimer & Baker and McInnes Cooper in relation to the Shippigan and other litigation since the January 19 Report.

8. **RECEIVER'S STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS**

Attached hereto as **Exhibit H** is the Receiver's statement of cash receipts and disbursements for the period May 18, 2006 to October 19, 2007. Since its appointment, the Receiver has had cash receipt of \$9,607,677.88 and disbursements of \$8,363,517.31 (including \$6,500,000 distributed to the Bank pursuant to January 31 Order), resulting in an excess of cash receipts over disbursements of \$1,244,160.57.

9. **CONCLUSION**

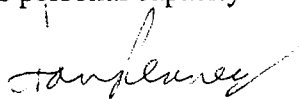
The Receiver respectfully requests that this Honourable Court grant an Order which provides for the following:

- (a) Approval of the Second Recommended Distribution to the Bank as described herein;
- (b) Approval of the Receiver's planned distribution of funds to the Potential Priority Creditors as described herein;
- (c) Approval of the Accounts of the Receiver and its independent legal counsel;
- (d) Approval of the Receiver's Statement of Receipts and Disbursements for the period May 18, 2006 to October 19, 2007; and
- (e) Approval of the Receiver's conduct and activities to date.

All of which is respectfully submitted this 19<sup>th</sup> day of October, 2007.

DELOITTE & TOUCHE INC.  
In its capacity as Interim Receiver  
of Sea Treat Limited and its  
related Corporate Guarantors and  
not in its personal capacity

PER:



Ian Penney, CA-CIRP  
Senior Vice President

EXHIBIT "A"

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF the Bankruptcy and Insolvency Act,  
RSC 1985, C. B-3, as amended (the "BIA") and the *Rules of  
the Supreme Court, 1986*

AND IN THE MATTER OF the application ("Application")  
of The Bank of Nova Scotia who seeks the appointment  
of Interim Receiver pursuant to Section 47(1) of the  
BIA and the appointment of a Receiver and Manager under  
Rule 25 of the *Rules of the Supreme Court, 1986*  
appointing Deloitte & Touche Inc. as interim  
receiver and receiver and manager (in such capacities,  
the "Receiver") without security, of all of the assets,  
undertakings and properties of Sea Treat Limited, Daley  
Brothers Limited, D.B.L. Fishing Company Limited,  
10561 Newfoundland Limited, 10563 Newfoundland  
Limited, Kegaska Seafoods Limited, Missing Link  
Limited, Grand Banker Enterprise Ltd., Anchor Shellfish  
Inc., Viking Sea Products Ltd., Vair Holdings Limited,  
St. Paul Seafoods Ltd., CB Seafoods Limited, Howard  
Turner and Sons Limited, 513087 N.B. Inc., Le Fruits  
De Mer Shippagan Ltee, Cheticamp Packers (1991)  
Limited and La Digue Fisheries Limited (collectively the  
"Respondents")

|                                  |                  |                        |
|----------------------------------|------------------|------------------------|
| Sea Treat Limited                | Estate No. _____ | Court No. <u>13515</u> |
| Daley Brothers Limited           | Estate No. _____ | Court No. <u>13516</u> |
| D.B.L. Fishing Company Limited   | Estate No. _____ | Court No. <u>13517</u> |
| 10561 Newfoundland Limited       | Estate No. _____ | Court No. <u>13518</u> |
| 10563 Newfoundland Limited       | Estate No. _____ | Court No. <u>13519</u> |
| Kegaska Seafoods Limited         | Estate No. _____ | Court No. <u>13520</u> |
| Missing Link Limited             | Estate No. _____ | Court No. <u>13521</u> |
| Grand Banker Enterprise Ltd.     | Estate No. _____ | Court No. <u>13522</u> |
| Anchor Shellfish Inc.            | Estate No. _____ | Court No. <u>13523</u> |
| Viking Sea Products Ltd.         | Estate No. _____ | Court No. <u>13524</u> |
| Vair Holdings Limited            | Estate No. _____ | Court No. <u>13525</u> |
| St. Paul Seafoods Ltd.           | Estate No. _____ | Court No. <u>13526</u> |
| CB Seafoods Limited              | Estate No. _____ | Court No. <u>13527</u> |
| Howard Turner and Sons Limited   | Estate No. _____ | Court No. <u>13528</u> |
| 513087 N.B. Inc.                 | Estate No. _____ | Court No. <u>13529</u> |
| Le Fruits De Mer Shippagan Ltee  | Estate No. _____ | Court No. <u>13530</u> |
| Cheticamp Packers (1991) Limited | Estate No. _____ | Court No. <u>13531</u> |
| La Digue Fisheries Limited       | Estate No. _____ | Court No. <u>13532</u> |

ORDER

Before the Honourable

on the      day of May, 2006

UPON APPLICATION made on notice by The Bank of Nova Scotia (the  
"Applicant") for an Order, *inter alia*, appointing Deloitte & Touche Inc. as Receiver  
without security over all the assets, property and undertaking of the Respondents



(collectively, the "Respondents" shall, where applicable, mean either of them);

AND UPON READING the Application, the Affidavits of Ian Penney dated 15 May 2006, 16 May 2006 and 18 May 2006, Jameel E. Sethi dated 12 May 2006, Aiden Daley dated 18 May 2006 and upon hearing the submissions of counsel for the Applicant, Shawn Kavanagh, and counsel for Cold North Sea Products Limited ("Cold North"), Gregory W. Dickie, Q.C. and no other persons served with notice of this Application appearing although duly served as appears from the affidavit of service of Gregory J. Connors sworn 17 May 2006:

### SERVICE

1. THIS COURT ORDERS the Applicant is a person entitled to make this Application, that service on the Respondents is proper and sufficient for the purpose of this Application and that the time for service of this Application and the materials filed herein be and is hereby abridged so that this Application is properly returnable today and hereby dispenses with further service thereof.

### APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 47(1) of the BIA, Deloitte & Touche Inc. is hereby appointed interim receiver, without security, of all of the Respondents' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property").

### RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Respondents,

including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Respondents and, in carrying on the Respondents' business, to pay, without limitation, any and all amounts owing by the Respondents to suppliers of inventory whether such amounts arose on, before, or after the date of this Order, subject to the exception that the Receiver, without further order of this Court, shall have no power or authorization to operate and carry on the business of the Respondents at the fish processing facility of the Respondents located at Anchor Point, Newfoundland and Labrador, including the retaining of the services of any employees employed thereat or in any way subject to any agreement which governs the terms and conditions of employment at such facility.

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the powers and duties conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Respondents or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Respondents and to exercise all remedies of the Respondents in collecting such monies, including, without limitation, to enforce any security held by the Respondents;
- (g) to settle, extend or compromise any indebtedness owing to the Respondents;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondents, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Respondents;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Respondents, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such

appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$300,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause

and in each such case the notice and sale procedures under the *Personal Property Security Act* (Newfoundland and Labrador), the *Conveyancing Act* (Newfoundland and Labrador), and the *Bulk Sales Act* (Newfoundland and Labrador), shall not apply;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondents;
- (q) to enter into agreements with any trustee in bankruptcy appointed

in respect of the Respondents, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Respondents;

- (r) to exercise any shareholder, partnership, joint venture or other rights which the Respondents may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, (as defined below), including the Respondents, and without interference from any other Person.

#### DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Respondents, (ii) all of their current and former directors, officers, employees, agents, accountants and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, bank accounts (and all transactions related thereof), securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Respondents and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records"), in that Person's possession or control and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage,

whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### NO PROCEEDINGS AGAINST THE RECEIVER

7. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

8. THIS COURT ORDERS that while a Proceeding may be issued against or in respect of the Respondents or the Property, that Proceeding shall immediately be stayed and suspended upon issuance except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Respondents or the Property are hereby stayed and suspended pending further Order of this Court.

#### NO EXERCISE OF RIGHTS OR REMEDIES

9. THIS COURT ORDERS that all rights and remedies against the Respondents, the Receiver, or affecting the Property are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall (i) empower the Receiver or the Respondents to carry on any business which the Respondents is not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest or (iv) prevent the registration of a claim for lien.

### NO INTERFERENCE WITH THE RECEIVER

10. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, license or permit in favour of or held by the Respondents, without written consent of the Receiver or leave of this Court. Notwithstanding the foregoing and for greater certainty, any interested party may apply to this Court pursuant to paragraph 29 of this Order to vary or amend paragraph 10 of this Order on not less than 2 business days notice to the Receiver and to any other party likely to be affected by the order sought on upon such other notice, if any, as this Court may order.

11. THIS COURT ORDERS the all Persons are hereby restrained from terminating, canceling, withdrawing or otherwise interfering with any licenses, permits, quotas and quota rights, export certificates, inspection certificates (including Canada Food and Inspection Agency Certificates), Fisheries and Aquaculture Operating Licenses, approvals or consents in respect of Respondents or the Property (including, without limitation, the business of the Respondents) until further Order of this Court, and, without limiting the generality of the foregoing, this Court orders that the Receiver is entitled to enjoy the benefits of any such licenses, permits, quotas, quota rights, certificates, approvals or consents in the performance of its duties hereunder, provided it agrees to pay for any fees or payments associated therewith, for periods after the date of this Order to the extent not already paid for. Notwithstanding the foregoing and for greater certainty, any interested party may apply to this Court pursuant to paragraph 29 of this Order to vary or amend paragraph 11 of this Order on not less than 2 business days notice to the Receiver and to any other party likely to be affected by the order sought on upon such other notice, if any, as this Court may order.

### CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Respondents or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance (including property, casualty, general liability, product liability, credit and export), transportation services, utility or other services to the Respondents are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Respondents' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case, that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Respondents or such other practices as may be agreed

upon by the supplier or service provider and the Receiver, or as may be ordered by this Court. Notwithstanding the foregoing and for greater certainty, any interested party may apply to this Court pursuant to paragraph 29 of this Order to vary or amend paragraph 12 of this Order on not less than 2 business days notice to the Receiver and to any other party likely to be affected by the order sought on upon such other notice, if any, as this Court may order.



#### RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including, without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### PRIVACY MATTERS

14. THIS COURT ORDERS that, pursuant to Section 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Respondents, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

X

#### LIMITATION ON THE RECEIVER'S LIABILITY

15. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any failure by the Receiver to conduct its duties under this Order honestly and in good faith and deal with the Property in a commercially reasonable manner. Nothing in this Order shall derogate from the protections afforded the Receiver by Section 14.06 of the BIA or by any other applicable

legislation.

### RECEIVER'S ACCOUNTS

16. THIS COURT ORDERS that any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees of the Receiver and the fees and disbursements of its legal counsel, incurred at the standard rates and charges of the Receiver and its counsel, shall be allowed to it in passing its accounts and shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person (the "Receiver's Charge").

17. THIS COURT ORDERS that any expenditure or cost which shall be made or incurred by the Receiver with respect to the finishing of processing, storage or marketing of fish and fish products ("Fish Products"), located at any location forming part of the Property upon the Receiver taking possession of such location, or placed thereafter, shall be first paid and be reimbursed from the proceeds derived from any sale of the Fish Products in priority to all security interests, trusts, liens, charges, encumbrances and claims, statutory or otherwise, in favour of any other person with respect to such Fish Product.

18. THIS COURT ORDERS that the Receiver shall be at liberty, from time to time, to pay costs and other expenses relating to the Property, including its own reasonable remuneration and disbursements, from monies in its hands. Any amounts so applied against the Receiver's remuneration and expenses shall constitute advances against the amounts allowed on the passing of the Receiver's accounts.

### FUNDING OF THE RECEIVERSHIP

19. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.



X



20. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

21. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

22. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a pari passu basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### GENERAL

23. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

24. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents.

25. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

26. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

27. THIS COURT ORDERS that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicants security, then on a substantial indemnity basis to be paid by the Receiver from the Respondents' estate with such priority and at such time as this Court may determine.

28. THIS COURT ORDERS that nothing in this Order shall prevent the Applicant from commencing proceedings against any guarantors or other

persons in respect of any indebtedness to the Applicant secured by the Property.

29. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than 2 business days notice to the Receiver and to any other party likely to be affected by the order sought on upon such other notice, if any, as this Court may order.

DATED at St. John's, NL, this 18<sup>th</sup> day of May 2006. /

*P. Jurling*  
*Asst. Deputy Registrar (Acting)*

SCHEDULE "A"  
RECEIVER CERTIFICATE

CERTIFICATE NO.  
AMOUNT \$

1. THIS IS TO CERTIFY that Deloitte & Touche Inc., the interim receiver and receiver and manager (the "Receiver") of all of the assets, undertakings and properties of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited appointed by Order of the Supreme Court of Newfoundland and Labrador (the "Court") dated the \_\_\_\_\_ day of \_\_\_\_\_ 2006 (the "Order") made in an action having Court file number \_\_\_\_\_ has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of The Bank of Nova Scotia from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and subject to paragraph 29 to the Order whereby such Order may be varied or amended, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at \_\_\_\_\_
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

x  
B

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of May, 2006.

EXHIBIT "B"

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF the *Bankruptcy and Insolvency Act*, RSC. 1985, C. B-3, as amended (the "BIA")

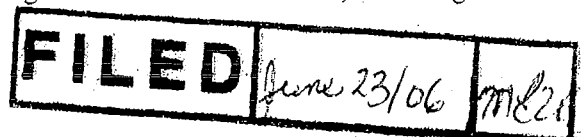
AND IN THE MATTER OF the application ("Application") of Deloitte & Touche Inc. who seek approval of the sale of certain assets, undertakings and properties of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited collectively the "Respondents") and a Vesting Order in the purchaser, 34040 Newfoundland and Labrador Inc. (the "Purchaser"), pursuant to Section 47(1) of the BIA

|                                  |                  |                 |
|----------------------------------|------------------|-----------------|
| Sea Treat Limited                | Estate No. _____ | Court No. 13515 |
| Daley Brothers Limited           | Estate No. _____ | Court No. 13516 |
| D.B.L. Fishing Company Limited   | Estate No. _____ | Court No. 13517 |
| 10561 Newfoundland Limited       | Estate No. _____ | Court No. 13518 |
| 10563 Newfoundland Limited       | Estate No. _____ | Court No. 13519 |
| Kegaska Seafoods Limited         | Estate No. _____ | Court No. 13520 |
| Missing Link Limited             | Estate No. _____ | Court No. 13521 |
| Grand Banker Enterprise Ltd.     | Estate No. _____ | Court No. 13522 |
| Anchor Shellfish Inc.            | Estate No. _____ | Court No. 13523 |
| Viking Sea Products Ltd.         | Estate No. _____ | Court No. 13524 |
| Vair Holdings Limited            | Estate No. _____ | Court No. 13525 |
| St. Paul Seafoods Ltd.           | Estate No. _____ | Court No. 13526 |
| CB Seafoods Limited              | Estate No. _____ | Court No. 13527 |
| Howard Turner and Sons Limited   | Estate No. _____ | Court No. 13528 |
| 513087 N.B. Inc.                 | Estate No. _____ | Court No. 13529 |
| Le Fruits De Mer Shippagan Ltee  | Estate No. _____ | Court No. 13530 |
| Cheticamp Packers (1991) Limited | Estate No. _____ | Court No. 13531 |
| La Digue Fisheries Limited       | Estate No. _____ | Court No. 13532 |

IN THE MATTER OF 47(1) OF THE BANKRUPTCY AND INSOLVENCY  
ACT, R.S.C. 1985, C. B-3, AS AMENDED

APPROVAL AND VESTING ORDER

THIS APPLICATION made by Deloitte & Touche Inc., in its capacity as Interim Receiver of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing



Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited (the "Receiver") appointed pursuant to the Order of the Honourable Justice Orsborn dated May 18, 2006, for the relief set out in the Receiver's Application was heard this day.

~~UPON READING the Application of the Receiver, the Report of the Receiver dated June 19, 2006 and the Receiver's Confidential Summary which contains Exhibits I and J of the Report~~ (collectively, the "Report"), and after hearing the submissions of counsel for the Interim Receiver, the Bank of Nova Scotia, 54040 Newfoundland and Labrador Inc. and Mr. Terrance Daley and no one else appearing although duly served.

*Service*

1. THIS COURT ORDERS that the time for service of the Application is hereby abridged so that this motion is properly returnable on June 2~~8~~<sup>3</sup>, 2006.

*Conduct*

2. THIS COURT ORDERS that the conduct of the Receiver as set out in the Report be and the same is hereby approved.

*Approval of Sale*

3. THIS COURT ORDERS that the Receiver is hereby authorized to complete the transaction between 54040 Newfoundland and Labrador Inc. (the "Purchaser") and the Receiver contemplated by the Agreement entered into between the Purchaser and the

Receiver dated June 19, 2006, which agreement appears as Schedule L to the Receiver's Report (as contained in the Confidential Summary) and that the Agreement be and the same is hereby approved.

4. THE COURT ORDERS that the Receiver is hereby authorized and empowered to do all things and execute and deliver all such documents as it deems necessary in order to complete the transaction contemplated by the Agreement, including, without limitation, ~~those ancillary agreements as were required to be executed by the Receiver prior to the date of this Order in order to meet the conditions precedent to the Agreement.~~

*Vesting of Assets*

5. THIS COURT ORDERS that, effective immediately upon the filing with this Court of a Receiver's Certificate in the form attached hereto as Schedule "A" (the "Receiver's Certificate"), signed by the Receiver, confirming that all terms and conditions under the Agreement have been either satisfied or waived, and that the transaction contemplated by the Agreement has been completed to the satisfaction of the Receiver, all right, title, and interest of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited (collectively, the "Company"), if any, in and to all of the property, assets and undertakings of the Company defined as Purchased Assets in the Agreement (the "Purchased Assets") shall vest and are hereby vested in and to the Purchaser, absolutely

and forever, without limitation, free and clear of and from any claims and/or liens and /or security interests provided however that from and after the filing of the Receiver's Certificate with this Court, any and all claims and/or liens and/or security interests of or by any persons in or to the Purchased Assets shall vest, in place and stead thereof, in the proceeds derived from the completion of the transaction contemplated by the Agreement.

6. THIS COURT ORDERS and declares that the purchase price set out in the Agreement is ~~fair and commercially reasonable and was arrived at in a commercially reasonable fashion.~~

7. THIS COURT ORDERS that any and all third parties holding Purchased Assets are hereby directed to release such Purchased Assets forthwith upon receiving instructions to that effect from the Receiver, or, after the closing of the transaction contemplated by the Agreement, from the Receiver, the Purchaser or both.

8. THIS COURT ORDERS that the Receiver's Confidential Summary and the Agreement be sealed until the filing of the Receiver's Certificate or further order of the Court.

9. THIS COURT REQUESTS the aid, recognition and assistance of any court, tribunal, administrative body or registrant in any jurisdiction in Canada in connection with the authority granted hereunder to proceed with and conclude the transactions contemplated by the Agreement.

Dated at St. John's, in the Province of Newfoundland and Labrador, this 23 day of June, 2006.

*p.s*

*Deputy*

*Glenn Burke*  
REGISTRAR



EXHIBIT "C"

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF the *Bankruptcy and Insolvency Act*, RSC 1985, C. B-3, as amended (the "BIA")

AND IN THE MATTER OF the application ("Application") of Deloitte & Touche Inc. who seek:

- (1) approval of the accounts of the Receiver (as hereinafter defined) and its independent counsel (the "Accounts") and approval of payment of the Accounts;
- (2) approval of the Receiver's Statement of Receipts and disbursements from May 18, 2006 to January 20, 2007;
- (3) approval of the activities and conduct of the Receiver as set out in the Second Receiver's Report (as hereinafter defined);
- (4) approval for the distribution of the funds held by the Receiver in respect of the Estates as described herein, and
- (5) approval of a claims plan to determine the rights and entitlement of creditors to the funds held by the Receiver (the "Claims Plan")

|                                  |                  |                 |
|----------------------------------|------------------|-----------------|
| Sea Treat Limited                | Estate No. _____ | Court No. 13515 |
| Daley Brothers Limited           | Estate No. _____ | Court No. 13516 |
| D.B.L. Fishing Company Limited   | Estate No. _____ | Court No. 13517 |
| 10561 Newfoundland Limited       | Estate No. _____ | Court No. 13518 |
| 10563 Newfoundland Limited       | Estate No. _____ | Court No. 13519 |
| Kegaska Seafoods Limited         | Estate No. _____ | Court No. 13520 |
| Missing Link Limited             | Estate No. _____ | Court No. 13521 |
| Grand Banker Enterprise Ltd.     | Estate No. _____ | Court No. 13522 |
| Anchor Shellfish Inc.            | Estate No. _____ | Court No. 13523 |
| Viking Sea Products Ltd.         | Estate No. _____ | Court No. 13524 |
| Vair Holdings Limited            | Estate No. _____ | Court No. 13525 |
| St. Paul Seafoods Ltd.           | Estate No. _____ | Court No. 13526 |
| CB Seafoods Limited              | Estate No. _____ | Court No. 13527 |
| Howard Turner and Sons Limited   | Estate No. _____ | Court No. 13528 |
| 513087 N.B. Inc.                 | Estate No. _____ | Court No. 13529 |
| Le Fruits De Mer Shippagan Ltee  | Estate No. _____ | Court No. 13530 |
| Cheticamp Packers (1991) Limited | Estate No. _____ | Court No. 13531 |
| La Digue Fisheries Limited       | Estate No. _____ | Court No. 13532 |

IN THE MATTER OF 47(1) OF THE BANKRUPTCY AND INSOLVENCY  
ACT, R.S.C. 1985, C. B-3, AS AMENDED

ORDER

THIS APPLICATION made by Deloitte & Touche Inc., in its capacity as Interim Receiver of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561 Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing

Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited (the "Receiver") appointed pursuant to the Order of the Honourable Justice Orsborn dated May 18, 2006, for the relief set out in the Receiver's Application was heard this day.

~~UPON READING~~ the Application of the Receiver, the First Receiver's Report dated June 19, 2006 as previously filed with this Honourable Court, the Second Receiver's Report dated January 19, 2007 (with the legal opinion attached thereto) and after hearing the submissions of counsel for the Receiver, Bank of Nova Scotia, no one else appearing although duly served.

*Conduct*

1. THIS COURT ORDERS that the activities and conduct of the Receiver as set out in the Second Receiver's Report be and the same is hereby approved.

*Receipts and Disbursements*

2. THIS COURT ORDERS that the Receipts and Disbursements of the Receiver from May 18, 2006 to January 18, 2007 be and the same are hereby approved.

*Accounts*

3. THIS COURT ORDERS that the Accounts of the Receiver and the Receiver's independent legal counsel are approved and orders that same shall be paid from the Distributable Funds (as that term is defined in the Application).

*Distribution of Distributable Funds*

4. THIS COURT ORDERS that, subject to payment of and the retention of the Reserve and the granting of the Indemnity by the Bank as set out in the Application, the remainder of the Distributable Funds shall be distributed to the Bank.

*Claims Plan*

5. ~~THIS COURT ORDERS that to determine the rights and entitlements of Claimants (as~~ defined in the Application), the Receiver follow the following process:
- (a) That the Receiver provide notice to all Potential Priority Creditors and any other claimants ("Claimants"), of which it is aware (as same is more particularly set out in the Opinion), to provide a proof of claim ("POC") with respect to the security over any of the property the Debtor;
  - (b) That the Receiver, with the aid of its independent legal counsel, will determine whether the interest set forth in the proof of claim submitted by the Claimant constitutes a valid, perfected and enforceable ownership or security interest in the Assets;
  - (c) The Receiver, with the aid of its independent legal counsel, will determine the priority of the Claimant's respective ownership and/or security interest in the property of the Debtor ("Receiver's Determination");
  - (d) Notice of the Receiver's Determination will be given to all Claimants who have filed a POC and to the Bank;

- (e) Any Claimant who fails to file a POC within the time period shall be notified by the Receiver that their claim has been disallowed;
- (f) Any Claimant whose claim was disallowed and/or subordinated, and any Secured Party of the Debtor who wishes to challenge the Receiver's Determination, shall have a thirty (30) day period to appeal to the Court (the "Appeal Period") after which the Receiver's Determination shall be accepted as a final determination and be binding on all Claimants;
- (g) Once the Appeal Period has run and any and all appeals have been finally adjudicated, the Receiver will apply to this Honourable Court to disburse any remaining Reserve and/or to require the Bank to honour its indemnity, if necessary, in accordance with the priority established pursuant to this Claims Plan;
- (h) The distribution of money to any Claimant will be subject to the Claimant paying its pro rata share of the costs of the Receivership.

***Recognition and Assistance***

~~6.~~ THIS COURT REQUESTS the aid, recognition and assistance of any court, tribunal, administrative body or registrant in any jurisdiction in Canada in connection with the authority granted hereunder to proceed with and conclude the transactions contemplated by the Agreement.

Dated at St. John's, in the Province of Newfoundland and Labrador, this 31<sup>st</sup> day of January,

2007

*[Handwritten Signature]*  
REGISTRAR

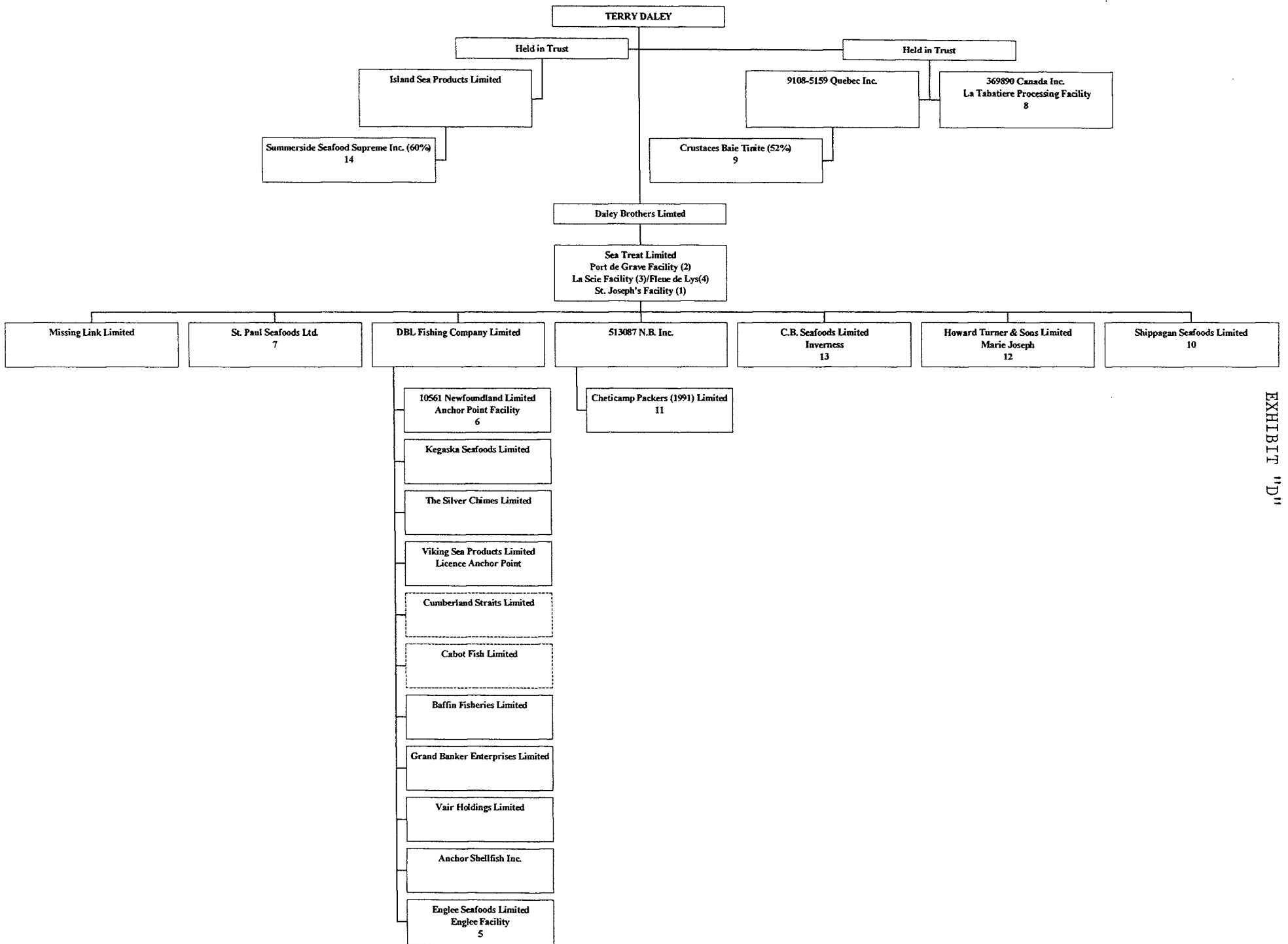


EXHIBIT "D"

EXHIBIT "E"



**Sea Treat Limited**  
*Atlantic Canada's Finest Quality Seafood*

INFORMATION PACKAGE  
SALE PROCESS  
TERMS & CONDITIONS

February 21, 2007

**Deloitte.**

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## ***I. NOTICE TO READER***

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Deloitte & Touche Inc., in its capacity as Interim Receiver of Sea Treat Limited and certain related companies (the "Receiver" or "Deloitte") has been authorized to solicit proposals for the purchase of any or all of the assets of Sea Treat Limited ("Sea Treat") and the following related companies:

Daley Brothers Limited  
D.B.L. Fishing Company Limited  
10561 Newfoundland Limited  
10563 Newfoundland Limited  
Kegaska Seafoods Limited  
Missing Link Limited  
Grand Banker Enterprise Ltd.  
Anchor Shellfish Ltd.  
Viking Sea Products Ltd.  
Vair Holdings Limited  
St. Paul's Seafoods Ltd.  
CB Seafoods Limited  
Howard Turner and Sons Limited  
513087 N.B. Inc.  
Le Fruits De Mer Shippagan Ltee.  
Cheticamp Packers (1991) Limited  
La Digue Fisheries Limited

Sea Treat and the above noted companies are referred to collectively herein as (the "Companies").

This document has been prepared solely for the convenience of prospective purchasers to assist them in considering submission of a proposal to purchase any or all of the Companies' assets as referenced herein.

Deloitte expressly advises, and the potential purchaser acknowledges, that the potential purchaser does not rely on this information in arriving at a decision to purchase part or all of the assets listed herein. Deloitte has not audited nor independently verified any of the information contained herein and makes no express or implied representation or warranty with respect to the accuracy or completeness of such

information. Nothing contained in this document is, or should be relied upon as, a representation as to the future potential of the assets. Each prospective purchaser must rely upon its own inspection and investigation in order to satisfy itself as to title, merchantability, encumbrances, description, municipal or environmental compliance and status, fitness for purpose, quantity, condition, existence, quality, value or any other matter or thing whatsoever relating to the assets to be purchased. Each prospective purchaser specifically acknowledges that data and information concerning assets being offered may come into the possession of the Interim Receiver. Notwithstanding such data and information, each prospective purchaser acknowledges that the Receiver is under no duty of disclosure and that each prospective purchaser must satisfy itself in relation to all aspects of the assets being bid upon and are encouraged to make all necessary inquiries with all regulatory authorities.

The information contained herein has been prepared for the sole purpose of presentation to prospective purchasers of the Companies' assets and is to be held in confidence and is not to be reproduced or used for any other purpose or disclosed to third parties without Deloitte's prior written consent.

Neither this document, nor its delivery to any prospective purchaser, shall constitute an offer to sell.

## ***II. SALE PROCESS***

---

Deloitte will consider proposals to purchase, on an "as-is, where-is" basis, the Receiver's right, title and interest, if any, in any or all of the assets of the Companies set out herein.

The assets are available for inspection by contacting the Deloitte representative identified below to arrange for an appointment:

**Attention : Nancy Snedden, C.A.**  
Deloitte & Touche Inc.  
Fort William Building  
10 Factory Lane  
St. John's, NL A1C 6H5  
Canada

Telephone: (709) 758-5263  
Facsimile: (709) 576-8460

Binding offers, together with a non-refundable deposit of 10% of the total purchase price must be submitted on the Binding Offer Form provided herein (Exhibit A), in accordance with the Terms and Conditions of Sale detailed in this Information Package, and must be received by Deloitte on or before 2:00 pm (Newfoundland Time), March 14, 2007. Deloitte may, but will not be obligated in any way to consider the offers.

Prospective purchasers are cautioned that Deloitte reserves the right to negotiate with any prospective purchaser at any time and to sell any or all assets at any time prior to the closing date for offers or cancel the availability of any parcels for sale notwithstanding the receipt of any bids with respect to the same. In addition, the highest proposal may not necessarily be accepted, nor will any of the proposals submitted necessarily be accepted. Any proposal which is accepted may be subject, at the sole and absolute discretion of Deloitte, to a formal agreement of purchase and sale to be entered into by Deloitte and any prospective purchaser on terms and in a form acceptable to Deloitte.

### **III. DESCRIPTION OF ASSETS AVAILABLE FOR SALE**

---

The Companies' assets have been bundled by location and are being offered for sale on a location-by-location basis. The various locations offered for sale are as follows:

| <b>SHIPPAGAN, NEW BRUNSWICK</b>                   |               |
|---|---------------|
| <b>Location</b>                                   | <b>Parcel</b> |
| Land, building and equipment - 16ieme Street      | A             |
| Land, building and equipment - blvd J.D. Gauthier | B             |
| Crab Pots   | C             |
| <b>NEWFOUNDLAND AND LABRADOR</b>                  |               |
| Land, building and equipment - Englee             | D             |
| Land and building - 97 Major St., Roddickton      | E             |

Set out hereafter are available details in respect of each of the parcels for sale.

**PARCEL A -  
LAND, BUILDING AND EQUIPMENT,  
16IEME STREET,  
SHIPPAGAN, NB**

---

***Location***

This property is located in Shippagan, Gloucester County, New Brunswick and is approximately 300 kms from the city of Moncton.

***Description***

This site is comprised of three separate contiguous parcels of land (PID numbers 20617122, 20374708, 20372215) located along the south side of 16ieme Street. The site contains a total area of 2.825 acres. The first parcel of land contained a crab processing plant which burned in a fire, however the foundation and concrete slab remain on the site. The second parcel contains an Ice House which was used in conjunction with the crab processing facility. The ice house building is two stories and has an ice bin on the main floor with the second floor accommodating ice making equipment and an open chute to the main level. The final parcel is vacant land which totals 1.135 acres of the total area.

The parcel also includes all equipment and materials on site at closing except the crab pots (See parcel C).

**PARCEL B  
- LAND, BUILDING AND EQUIPMENT,  
BLVD J.D. GAUTHIER, SHIPPAGAN, NB**

---

## ***Location***

This property is located in Shippagan, Gloucester County, New Brunswick and is approximately 300 kms from the city of Moncton.

## ***Description***

This site is an irregular shaped site and is comprised of three separate contiguous parcels of land (PID numbers 20377560, 20322827, 20375861) located along the north side of Blvd. J.D. Gauthier immediately east of the federal government wharf facility. The site contains a total area of 5.618 acres. Two of the parcels of land contained a pelagic building which burned in a fire; however the foundation and concrete slab remain on the site. The third parcel contains the Quonset Building, used as a storage facility, and totals 3.435 acres of the total area. The Quonset structure is a steel framed arched domed building. The building measures 50' x 154' containing approximately 7,700 square feet. There are two wood framed additions to the structure. One addition measures 25' x 26' and is basically a side entrance for shipping/receiving. The second is 16' x 40' and was utilized by staff as a lunch room with two washrooms.

The parcel also includes all equipment and materials on site at closing.

# ***PARCEL C – CRAB POTS***

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## ***Equipment***

---

152 large crab pots located at 16ieme Street property.

***PARCEL D  
- LAND, BUILDING AND EQUIPMENT,  
ENGLÉE, NL***

---

*Location*

This property is located in Englee, on the northern headland of Canada Bay, on the northern peninsula of Newfoundland and Labrador.

### ***Description***

The site is an irregular shape and is located on Englee harbour. The building is an older wooden construction structure with numerous additions over the years. It was last operated as a seafood processing facility in 2004 and was formerly designated as a core plant with a multi-species processing licence (not including shrimp).

The parcel also includes all equipment and materials on site at closing



**PARCEL E**  
**- LAND AND BUILDING,**  
**97 MAJOR ST., RODDICKTON, NL**

---

***Location***

This property is located in Roddickton, on the northern peninsula of Newfoundland and Labrador.

***Description***

The building is slab on grade with wooden construction and an asphalt shingle roof. The building is approximately 4,400 square feet and divided into two sections with separate electrical services.

One section of the building is approximately 2,400 square feet and is occupied by a chartered bank under a long-term lease.

The second section is approximately 2,000 square feet and is currently being used as a restaurant on a month to month rental basis.

The parking lot is partially paved.

## ***IV. TERMS & CONDITIONS OF SALE***

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1. The Receiver will consider binding offers (together with a non-refundable deposit of 10% of the total purchase price) to purchase the Receiver's right, title, and interest, if any, in all or some of the assets of the Companies. Such binding offers must be in a sealed envelope marked "**OFFER RE: SEA TREAT LIMITED AND RELATED COMPANIES**".

All binding offers must be received by the Receiver at the following address by **2:00 pm** (Newfoundland time), **March 14, 2007**:

**Attention : Nancy Snedden, C.A.**  
Deloitte & Touche Inc.  
Fort William Building  
10 Factory Lane  
St. John's, NL A1C 6H5  
Canada

Telephone: (709) 758-5263  
Facsimile: (709) 576-8460

2. Binding offers will only be accepted on the basis that the party submitting the offer has inspected the assets described in each Parcel and examined and satisfied itself as to the title thereto and that no representation, warranty, term, condition, understanding or collateral agreement, statutory or otherwise, is expressed or can be implied, with respect to title, merchantability, condition, description, fitness for purpose, country of origin, quality, quantity, municipal or environmental condition or status, or any other thing, affecting any of the assets or in respect of any other matter or thing whatsoever except as expressly stated herein. Each prospective purchaser specifically acknowledges that data and information concerning assets being offered may come into the possession of the Interim Receiver. Notwithstanding such data and information each prospective purchaser acknowledges that the Receiver is under no duty of disclosure and that each prospective purchaser must satisfy itself in relation to all aspects of the assets being bid upon and are encouraged to make all necessary inquiries with all regulatory authorities. Without limiting the foregoing, each party submitting a binding offer acknowledges and agrees that each Parcel is specifically offered on an "as is where is" basis as each Parcel will exist on the Closing Date and no adjustment shall be allowed to either the Receiver or a Purchaser for changes in condition or quantities of the assets from the date hereof and that the sale, transfer and assignment of the Receiver's right, title and interest, if any, in and to the assets is subject to the terms of any license, patent or any other agreement comprising or relating to such

assets, including, without limitation, (1) any consents of any licensor or any other party, (ii) any restrictions on disclosure or assignability, and (iii) any provisions relating to confidentiality and rights of first refusal for the benefit of any other party to such license, patent or any other agreement. The Purchaser acknowledges that it will be responsible for making its own arrangements with any licensors of assets or other parties required to operate or related to any of the assets. Each party submitting a binding offer acknowledges that the Receiver is not required to inspect or count, or provide any inspection or counting of, the assets or any part thereof and such party shall be deemed, at its own expense, to have relied entirely on its own judgement, inspection and investigation. It shall be the sole responsibility of a Purchaser to obtain, at its own expense, any consent to the transfer of the purchased assets and any further documents or assurances which are necessary or desirable in the circumstances. Purchasers are cautioned that the Receiver has not attempted to verify the country of origin of any of the inventory, raw materials or other assets and should make their own determinations of any capability to export such inventory, materials or other assets. The Receiver shall not be liable for any incorrect description, defect or condition of any of the assets, and each person submitting a proposal shall make no claim against the Receiver or any of its directors, officers or employees in connection with the proposal for the purchase of any of the parcels. For greater certainty, Parcels A, B and D shall include any equipment, materials or fixtures ("Personal Property") located upon the lands included in the Parcel or in any buildings located upon the lands as of the Closing. The Receiver expressly makes no representation or warranty in relation to the quantity of Personal Property associated with Parcels A, B, C or D as of the Closing and there shall be no right of any successful bidder to revoke his obligation to purchase or to receive any abatement of the purchase price on the basis that the Personal Property so located as of the Closing differs from the Personal Property so located at the time of any bid and/or inspection of any Parcel. Purchasers expressly acknowledge that Personal Property is not being secured by the Receiver. A Purchaser may make arrangements with the Receiver for securing Personal Property at the sole cost of the Purchaser. In the event the purchaser of Parcel C is not the purchaser of Parcel A ( which contains the lands upon which Parcel C is located), the Purchaser of Parcel C shall be obligated on Closing to remove Parcel C from Parcel A at its sole expense.

3. Documentation relating to the various Parcels may be obtained from the Receiver at the aforementioned address. Such documentation has been prepared or collected solely for the convenience of prospective purchasers and is not warranted to be complete or accurate and is not part of these Terms and Conditions of Sale.

4. The Parcels will be available for inspection at such time as may be arranged with the Receiver by contacting Nancy Snedden at (709) 758-5263.
5. All binding offers must be in the form of the enclosed "Binding Offer Form" (see Exhibit A), signed by a duly authorized officer of the entity making the proposal.
6. All binding offers must be accompanied by a bank draft or certified cheque payable to "DELOITTE & TOUCHE INC., in its capacity as Interim Receiver of Sea Treat Limited and certain related companies-in Trust" (the "Deposit") in an amount equal to not less than 10% of the gross purchase price offered for the assets. If the offer is accepted by the Receiver and the transaction as contemplated is not completed as a result of default by the Purchaser, then the Deposit shall be forfeited to the Receiver as liquidated damages and not as a penalty. The Deposit is to be credited on account of the purchase price on closing.
7. The highest or any binding offer for all or any of the assets will not necessarily be accepted. The acceptance of any binding offer is at the Receiver's sole and absolute discretion. No person shall retract, withdraw or countermand a binding offer before notification of acceptance or rejection of the offer by the Receiver.
8. The Receiver reserves the right to amend or terminate the Sale Process at any time.
9. Any binding offer which includes certain plant machinery, equipment or other asset which is subject to a lease will be subject to the approval of the lessor.
10. If any binding offer is accepted by the Receiver, the Receiver will notify the Purchaser of such acceptance on or before March 16, 2007 by notice in writing either delivered or by prepaid registered mail addressed to the Purchaser at the address set forth in his offer, such notice to be deemed effectively given and received when deposited in the post office or when delivered as the case may be.
11. Acceptance of any binding offer may be subject, in the sole and absolute discretion of the Receiver, to the Receiver and the Purchaser entering into an Agreement of Purchase and Sale on terms and in a form acceptable to the Receiver.

12. Unless, at the time of acceptance, the Receiver notifies the prospective Purchaser that acceptance of the binding offer is subject to the Receiver and Purchaser entering into an Agreement of Purchase and Sale on terms and in a form acceptable to the Receiver, a binding offer and the acceptance thereof in accordance with paragraph 10 above, together with these Terms and Conditions of Sale, which shall be deemed to form part of each binding offer, shall constitute a valid and binding Agreement of Purchase and Sale between the party submitting the binding offer and the Receiver with respect to the Parcels identified in the accepted offer, and such agreement shall not be amended without the written consent of the Receiver.
13. The Purchaser of Parcel E acknowledges that the title of the lands forming part of Parcel E is leasehold. For greater certainty, if available, any cost to acquire the freehold title in relation to Parcel E shall be the purchasers'.
14. All Deposits in respect of binding offers not accepted by the Receiver shall be returned to the party by prepaid registered mail, addressed to the party at the address set forth in its binding offer on or before March 19, 2007, without interest thereon.
15. The balance of the purchase price, together with any taxes referred to below, shall be paid by cash or certified cheque payable to the Receiver on or before March 21, 2007, or as extended by the Receiver to a maximum of seven days (the "Closing Date"). The closing shall take place at the office of the Receiver as follows:

Fort William Building  
10 Factory Lane  
St. John's, NL A1C 6H5

16. Each Purchaser will pay to the Receiver on the Closing Date, in addition to the balance of the Purchase Price, any and all federal, provincial and other sales, goods and services, and other taxes whatsoever which are payable in connection with the purchase and conveyance of the assets herein, together with all duties, registration fees or other charges properly payable or exigible upon or in connection with the conveyance or transfer of the Parcels, or will provide the Receiver with appropriate exemption certificates in form and substance satisfactory to the Receiver in respect of such taxes. The Purchaser will indemnify and hold the Receiver and the Companies harmless in

respect of any taxes, penalties, interest and other amounts which may be assessed against the Receiver or the Companies under the *Excise Tax Act* (Canada), the *Retail Sales Tax Act R.S.N.L. 1990 R-15*, as amended, or any comparable law as a result of the sale of the Parcels or as a result of the failure by the Purchaser to pay all the aforementioned taxes exigible in connection with the transactions contemplated by this Agreement, whether arising from re-assessment or otherwise.

17. The Receiver shall not be required to furnish or produce any abstract, survey, deed, declaration or other document or evidence of title except as such are in its possession.
18. Except to the extent outlined in paragraph 2 hereof, prior to any closing all assets shall be and remain in the possession of and at the risk of the Receiver. After closing, the purchased property shall be at the risk of the Purchaser. In the event of substantial damage to any assets occurring on or before closing the Purchaser may terminate the purchase and have all monies theretofore paid, returned without interest, costs or compensation of any kind whatsoever.

Notwithstanding any other term or condition contained herein, the purchase of Parcel E shall be subject to existing tenancies and if requested by the Receiver, the purchaser of Parcel E shall adopt the terms of any existing lease arrangements with tenants and deliver, if requested by the Receiver, a written acknowledgment of the Purchaser acknowledging the tenancies and agreeing that until existing tenancies are terminated in accordance with the terms thereof, the tenant shall be permitted to peacefully possess and enjoy the rented premises according to the terms of their lease arrangements.

19. If a sale is not completed because of the Purchaser's default, the Purchaser's Deposit and all other payments made in connection with the Purchase Price shall be retained by the Receiver and such Parcel(s) may be resold by the Receiver and the Purchaser shall pay to the Receiver (i) an amount equal to the amount, if any, by which the Purchase Price exceeds the net purchase price received by the Receiver pursuant to such resale, and (ii) an amount equal to all costs and expenses incurred by the Receiver in respect of or occasioned by the Purchaser's failure to complete the purchase.
20. It shall be a condition precedent to the Purchaser and the Receiver's obligations to complete any sale:
  - (a) none of the Parcels which are the subject of the Agreement of Purchase and Sale is removed from the possession of the Receiver by any means or process or is redeemed by any party; or

- (b) there is no order of a court of competent jurisdiction enjoining the Receiver from proceeding with the sale.

It shall be a condition precedent to the obligations of the Purchaser to complete any purchase of the lands forming part of Parcels A, B, D and E for the Receiver to provide good title by way of Receiver's Deed or Vesting Order, and notwithstanding any other provision of these Terms and Conditions, the obligation of the Receiver to complete the sale of each Parcel is subject to, if required by the Receiver, the Receiver receiving court approval for the sale of the Parcel and/or a Vesting Order from the court with respect to the sale of such Parcel.

In each of the above cases, the sole obligation of the Receiver is to return the Deposit to the Purchaser without interest or deduction.

21. The submission of a binding offer to the Receiver shall constitute an acknowledgment that the prospective purchaser has reviewed, understood, acknowledged and agreed to the terms of the accompanying "Notice to Reader", as well as these "Terms and Conditions of Sale".
22. Each prospective Purchaser acknowledges that DELOITTE & TOUCHE INC. is acting solely in its capacity as Interim Receiver of Sea Treat Limited and certain related companies, and as such, its liabilities hereunder or under any other arrangement or agreement contemplated hereby, or as a result of any sale contemplated hereby, will be in its capacity as Interim Receiver and it shall have no personal or corporate liability of any kind, whether in contract or in tort.
23. The validity and interpretation of any Agreement of Purchase and Sale shall be governed by the laws of Newfoundland and Labrador, and such agreement shall enure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, successors or assigns as the case may be.
24. The terms and conditions contained herein shall not merge on the closing of the transaction contemplated by any Agreement of Purchase and Sale but shall survive such closing and remain in full force and effect and be binding on each Purchaser thereafter.

25. Time is of the essence in any Agreement of Purchase and Sale.

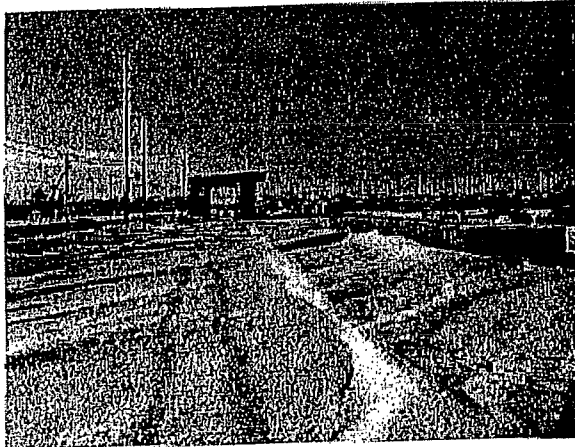
Dated at St. John's, Newfoundland, this 21st day of February, 2007.

**DELOITTE & TOUCHE INC.**  
in its capacity as Interim Receiver of  
SEA TREAT LIMITED AND  
CERTAIN RELATED COMPANIES  
and not in its personal capacity



***I. EXHIBITS***

View of Main Plant Site



PARCEL A



PARCEL A

Ice House



PARCEL B

Quonset Building



PARCEL D



PARCEL E



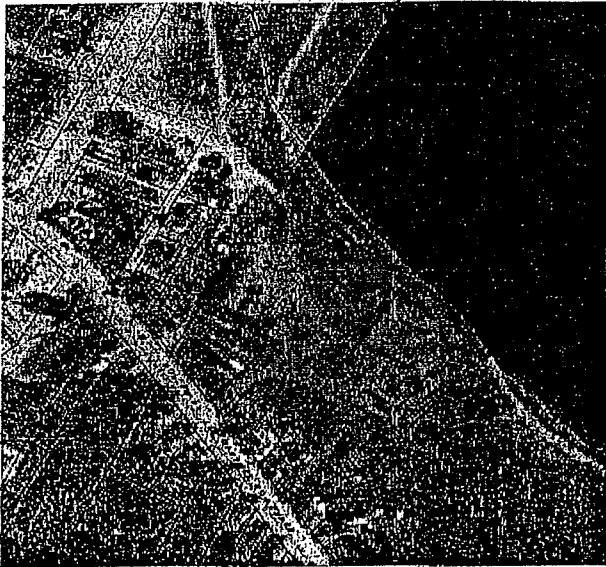
PARCEL E

View of Main Plant Site

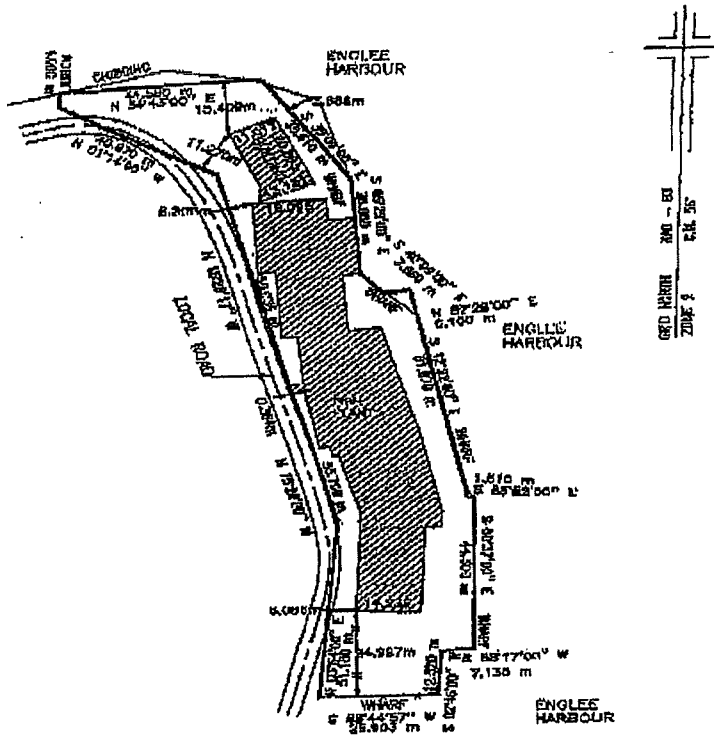


PARCEL A

View of Quonset Building Site



PARCEL B



PARCEL D

NOTES:  
 THIS PLAN CERTIFIES THE INFORMATION SHOWN AS OF  
 AUGUST 27, 1999 AND ONLY AS OF THAT DATE.  
 THIS IS PAGE 5 OF 2 FOR THE REAL PROPERTY REPORT.  
 — P — PENDELINE

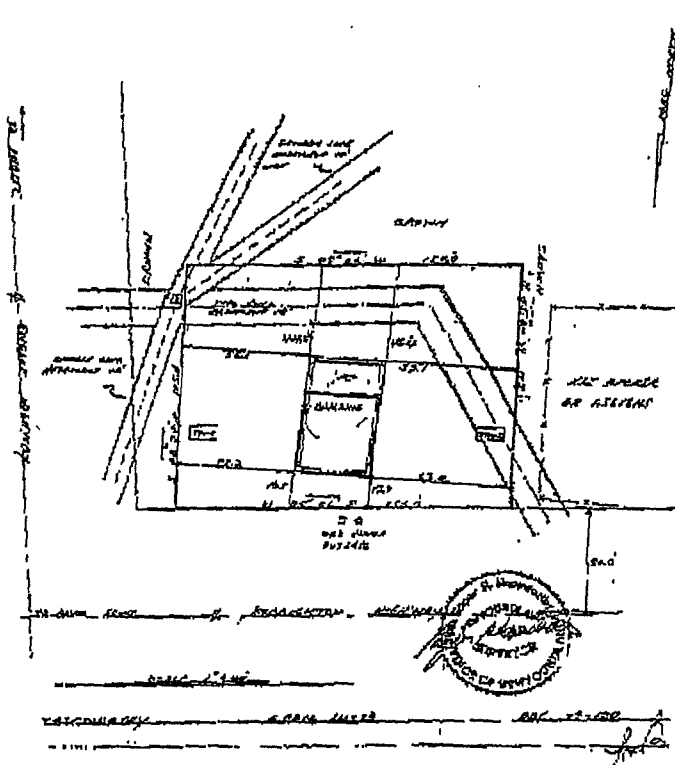
(C) ERIC K. YATES, NEWFOUNDLAND LAND SURVEYOR.  
 THIS UNAUTHORIZED USE, ALTERATION OR REPRODUCTION  
 OF THIS SURVEYOR'S REAL PROPERTY REPORT IS PROHIBITED  
 BY LAW AS OUTLINED IN THE COPYRIGHT ACT. HOWEVER, USE  
 AND REPRODUCTION THEREOF BY OR ON BEHALF OF THE  
 PERSON TO WHOM THIS REPORT IS CERTIFIED, IS  
 PERMITTED, PROVIDED THAT NO ALTERATIONS WHATSOEVER  
 ARE MADE THEREON.



ERIC K. YATES SURVEYS LTD.  
 AUGUST 27, 1999  
 SCALE: 1 : 1000

NO. 99088-RPR

APPROXIMATE CORNER MARKERS  
FOR DOMESTIC PARCEL  
BOUNDARIES



PARCEL E

## **EXHIBIT A: BINDING OFFER FORM**

---

To: Deloitte & Touche Inc. solely in its capacity as Interim Receiver of  
 SEAT TREAT LIMITED AND CERTAIN RELATED COMPANIES  
 FORT WILLIAM BUILDING  
 10 FACTORY LANE  
 ST. JOHN'S, NL A1C 6H5  
 Attention: Nancy Snedden

1. \_\_\_\_\_  
 (Name of Party issuing Offer)

2. \_\_\_\_\_  
 (Address of Party)

3. \_\_\_\_\_  
 (Person to be contacted) (Fax number)

4. \_\_\_\_\_  
 (Email address)

5. The total amount hereby offered is \$ \_\_\_\_\_

6. The amount offered for each Parcel is as follows:

| Parcel | Description   | Amount Offered |
|--------|---|----------------|
| A      | Land, building and equipment,<br>16ieme Street, Shippagan, NB       | \$ _____       |
| B      | Land, building and equipment,<br>Blvd. J.D. Gauthier, Shippagan, NB | \$ _____       |
| C      | Crab Pots, Shippagan, NB  | \$ _____       |
| D      | Land, building and equipment, Englee, NL                            | \$ _____       |
| E      | Land and building, Major Street,<br>Roddickton NL                   | \$ _____       |
|        | <b>TOTALS</b>   | \$ _____       |

7. The offer must be considered as an *en bloc* offer for Parcels \_\_\_\_\_ and \_\_\_\_\_.  
Yes \_\_\_\_\_  
No \_\_\_\_\_

8. This binding offer is submitted pursuant to the Terms and Conditions of Sale prepared by Deloitte & Touche Inc., in its capacity as Interim Receiver of Sea Treat Limited and certain related companies dated February 21, 2007.

9. Attached hereto is a cheque in the amount of \$ \_\_\_\_\_ representing the Deposit per paragraph 6 of the Terms and Conditions of Sale contained in the Information Package dated February 21, 2007.

10. \_\_\_\_\_  
Date Authorized Signing Officer  
\_\_\_\_\_  
Title

Summary of Billing  
Interim Receivership - Sea Treat Limited and related Corporate Guarantors

| Billing Information                 | Period Covered                        | Hours Billed | Total Charges        | Blended Hourly Rate | Meals & Entertainment | Car Rental & Mileage | Airfare            | Taxi             | Postage & Delivery | Hotel            | Cell Phone       | Misc. Admin.     | Advertising        | Parking         | Total Expenses     |
|-------------------------------------|---------------------------------------|--------------|----------------------|---------------------|-----------------------|----------------------|--------------------|------------------|--------------------|------------------|------------------|------------------|--------------------|-----------------|--------------------|
| Invoice # 1886975 January 30, 2007  | January 8, 2007 to January 26, 2007   | 121.9        | \$ 32,550.00         | \$ 267.02           | \$ 108.77             | \$ 227.17            | \$ -               | \$ 23.89         | \$ 304.63          | \$ 295.26        | \$ -             | \$ 63.16         | \$ -               | \$ 11.95        | \$ 1,034.83        |
| Invoice # 1899788 February 23, 2007 | January 26, 2007 to February 16, 2007 | 86.7         | \$ 23,780.00         | \$ 274.28           | \$ 74.24              | \$ 12.91             | \$ 686.39          | \$ 106.20        | \$ -               | \$ 114.69        | \$ -             | \$ -             | \$ -               | \$ 17.70        | \$ 1,012.13        |
| Invoice # 1913691 March 21, 2007    | February 18, 2007 to March 16, 2007   | 49.4         | \$ 13,360.00         | \$ 270.45           | \$ -                  | \$ -                 | \$ 741.43          | \$ -             | \$ -               | \$ -             | \$ 114.45        | \$ -             | \$ 1,865.73        | \$ 3.76         | \$ 2,725.37        |
| Invoice # 1919645 April 2, 2007     | March 19, 2007 to March 29, 2007      | 22.3         | \$ 5,700.00          | \$ 255.61           | \$ -                  | \$ -                 | \$ -               | \$ -             | \$ -               | \$ -             | \$ -             | \$ -             | \$ 119.28          | \$ -            | \$ 119.28          |
| Invoice # 1935315 April 23, 2007    | April 1, 2007 to April 20, 2007       | 39.6         | \$ 11,480.00         | \$ 289.90           | \$ -                  | \$ -                 | \$ 621.07          | \$ -             | \$ -               | \$ -             | \$ -             | \$ -             | \$ 343.20          | \$ 0.88         | \$ 965.15          |
| Invoice # 1986087 June 5, 2007      | April 22, 2007 to June 1, 2007        | 33.2         | \$ 10,050.00         | \$ 302.71           | \$ 123.23             | \$ -                 | \$ -               | \$ -             | \$ -               | \$ -             | \$ -             | \$ -             | \$ -               | \$ -            | \$ 123.23          |
| Invoice # 1997844 July 10, 2007     | June 7, 2007 to July 6, 2007          | 24.2         | \$ 6,280.00          | \$ 259.50           | \$ -                  | \$ -                 | \$ -               | \$ -             | \$ -               | \$ -             | \$ -             | \$ -             | \$ -               | \$ 1.77         | \$ 1.77            |
| Invoice # 2036653 October 2, 2007   | July 11, 2007 to September 28, 2007   | 20.4         | \$ 7,690.00          | \$ 376.96           | \$ -                  | \$ -                 | \$ -               | \$ -             | \$ -               | \$ -             | \$ -             | \$ 125.00        | \$ 382.20          | \$ -            | \$ 507.20          |
|                                     |                                       | <u>397.7</u> | <u>\$ 110,890.00</u> |                     | <u>\$ 306.24</u>      | <u>\$ 240.08</u>     | <u>\$ 2,048.89</u> | <u>\$ 130.09</u> | <u>\$ 304.63</u>   | <u>\$ 409.95</u> | <u>\$ 114.45</u> | <u>\$ 188.16</u> | <u>\$ 2,710.41</u> | <u>\$ 36.06</u> | <u>\$ 6,488.96</u> |



## EXHIBIT "G"

**Deloitte**

Deloitte & Touche LLP  
 5140 Yonge Street  
 Suite 1700  
 Toronto ON M2N 6L7  
 Canada

Tel: (416) 601-6150  
 Fax: (416) 228-2524  
 www.deloitte.ca

Bank of Nova Scotia  
 Global Risk Management  
 Special Accounts Management Unit  
 44 King Street West, 16<sup>th</sup> floor  
 Toronto, ON M5H 1H1

Date: January 30, 2007  
 Invoice No: 1886975  
 Client/Mandate No: 743078.5600420/1  
 Billing Partner: B. Bougie  
 GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

**BILL**

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period January 8, 2007 to January 26, 2007.

| Date      | Professional     | Hours | Description of Work Performed.  |
|-----------|------------------|-------|---|
| 1/8/2007  | Penney, Ian      | 5.0   | Conversation with real estate brokers re: Roddickton; prepare package for Shawn re: Cold North issues; emails; calls from Shawn, Bruce, Roger; review legal bills for payment; review and revise letters to Coombs re: information request and Cold North issues; call Town of Shippigan. |
| 1/9/2007  | Penney, Ian      | 7.2   | Edit Coombs letters; review Cold North issues with Shawn; emails; inventory issues (call Paul Grant, etc.); call from Dept of Justice re: New Ferolle   |
| 1/10/2007 | Halley, Gordon J | 0.5   | Contact BNS and Lumberjacks to arrange for inspection by Real Estate agent. Discussion with Ian and with agent.   |
| 1/10/2007 | Penney, Ian      | 1.5   | Review settlement offer on A/R; review FPI and other Cold North issues, discuss with Shawn; e-mails   |
| 1/10/2007 | Snedden, Nancy   | 5.0   | Employee advance review and update.; reviewing and responding to trade A/R responses; setting up inventory sales  |
| 1/11/2007 | Halley, Gordon J | 1.0   | Bank Reconciliation   |
| 1/11/2007 | Penney, Ian      | 4.5   | Calls to Roger, Bruce(2), Shawn; emails; meet with Nancy re: inventory sale; review Shippigan files;  |
| 1/11/2007 | Snedden, Nancy   | 6.5   | Inventory analysis and sale packages; Various conversations and emails with cold storage and potential purchasers; Fisher earnings info - Ed McEvoy   |
| 1/12/2007 | Penney, Ian      | 4.5   | Calls to scrap dealer, Town of Shippiga(2), Bruce; draft memo re: Shippigan; review files re: Shippigan; review inter company letters; call Shippigan lawyer; e-mails   |

Please Return One Copy With Remittance

Member of  
 Deloitte Touche Tohmatsu

Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate which remains unpaid from thirty (30) days after the invoice date to

January 30, 2007

Page 2

|           |                       |     |  |
|-----------|-----------------------|-----|--|
| 1/12/2007 | Snedden, Nancy        | 7.0 | Inter company accounts review and demand letters; Meeting with Steve Hoskins re: Shippigan   |
| 1/12/2007 | Willcott, Collette M. | 2.0 | Prepare A/R letters to related companies and directors and prepare mail and registered mail.   |
| 1/14/2007 | Penney, Ian           | 2.8 | Review draft distribution application; draft IR's second report; review files; e-mails.  |
| 1/15/2007 | Penney, Ian           | 5.0 | Call with Bruce and Shawn; numerous calls re: Shippigan; update IR's report; emails; Call Dan Simmons; call Roger (2); Calls to real estate agents re: Roddickton.   |
| 1/15/2007 | Snedden, Nancy        | 5.0 | Billing Analysis including Legal Bills; Various calls from Employees about employee receivables; emails regarding inventory purchases  |
| 1/16/2007 | Penney, Ian           | 1.0 | Calls to scrap dealers; calls to Shippigan purchaser; instruct Nancy on collection activities; e-mails   |
| 1/16/2007 | Snedden, Nancy        | 4.5 | Review of marketing proposals and calls to realtors.; Update to trade A/R spreadsheet re: demand letters response; Letter to Dave Eveleigh re: response to employee advance demand letter; various calls with Francisco Ojeda re: his employee advance and discussion with Ian re: possible coaching by Cold North |
| 1/17/2007 | Penney, Ian           | 3.5 | A/R collection issues; call Shawn, call Bruce, call Roger, call Jameel, prepare memo re: Shippigan for call with BNS; call to parties interested in Shippigan re: offers; e-mails; run, review and revise R&D  |
| 1/17/2007 | Snedden, Nancy        | 1.0 | Various emails and returning calls on demand letters   |
| 1/18/2007 | Penney, Ian           | 3.2 | Prepare for and attend conference call re: Shippigan; instruct Nancy; e-mails; call from Nu Sea re: A/R records.   |
| 1/18/2007 | Snedden, Nancy        | 1.0 | Calls and emails re: sale of Roddickton; Review of A/R trade accounts responses for Shawn and Ian; Fielding calls re: employee receivables   |
| 1/19/2007 | Bougie, Robert J      | 2.0 | Telephone discussion with I Penney; partner review of Second Report to Court; conference call with I Penney and Stewart McKelvey; follow up discussion with I Penney; review e-mails from BNS; follow up discussion re: same with I Penney   |
| 1/19/2007 | Halley, Gordon J      | 0.7 | Arranging for locksmith, appraiser and auctioneer in Shippigan   |
| 1/19/2007 | Penney, Ian           | 9.5 | Plan Shippigan trip; review and revise application and IRs report to court; calls to Bank; e-mails; call Aidan Daley   |
| 1/20/2007 | Penney, Ian           | 5.0 | Travel to Moncton.   |
| 1/21/2007 | Penney, Ian           | 6.5 | Drive to Shippigan, attend at sites; call locksmith, equipment appraiser, real estate appraiser, Dan Simmons and Shawn Kavanagh in preparation for Monday; drive to Caraquet.  |
| 1/22/2007 | Penney, Ian           | 7.5 | Drive to Shippigan; attend at sites with real estate appraiser; inventory count; drive to Moncton.   |
| 1/22/2007 | Snedden, Nancy        | 2.0 | Various calls and emails re: inventory, A/R and directors accounts   |
| 1/23/2007 | Penney, Ian           | 5.5 | Travel to NL; email; call Nancy.   |

|           |                  |     |  |
|-----------|------------------|-----|--|
| 1/23/2007 | Snedden, Nancy   | 1.5 | Calls to realtors; Call with Kevin Simms re: Missing Link; Discussion with Allied and Portland Shellfish re: inventory; Discussion with Ian re: all of the above   |
| 1/24/2007 | Snedden, Nancy   | 3.0 | Inventory transfer info for Allied re: George Burke; Inventory Sale documents re: Portland Shellfish; review of correspondence from Roger Coombs re: directors accounts and inter company accounts, email to Shawn Kavanagh re: same |
| 1/25/2007 | Halley, Gordon J | 0.5 | Update GIC - Bring staledated cheque to Aliant for replacement   |
| 1/25/2007 | Penney, Ian      | 1.7 | Call David Rinzler; calls from Shawn; call Neil Jacobs; calls from Roger; review correspondence; emails  |
| 1/25/2007 | Snedden, Nancy   | 1.0 | inventory and A/R issues, calls and emails   |
| 1/26/2007 | Bougie, Robert J | 0.5 | Reveiw 2 draft indemnities re: payments to BNS; telephone discussion re: same with I Penney; e-mail to Penney, Kavanaugh and Grant re: our position thereon  |
| 1/26/2007 | Halley, Gordon J | 0.5 | Receive wire transfer and arrange to send wire transfer  |
| 1/26/2007 | Penney, Ian      | 1.8 | Review indemnity; call Bougie; emails; call Shawn; call Roger  |
| 1/26/2007 | Snedden, Nancy   | 1.0 | Inventory, various calls and emails  |

| Professional          | Position       | Hours | Rate     | Fees           |
|-----------------------|----------------|-------|----------|----------------|
| Bougie, Robert J      | Partner        | 2.5   | 500.00   |                |
| Halley, Gordon J      | Manager        | 3.2   | 200.00   |                |
| Penney, Ian           | Senior Manager | 75.7  | 300.00   |                |
| Snedden, Nancy        | Manager        | 38.5  | 200.00   |                |
| Willcott, Collette M. | Senior         | 2.0   | 125.00   |                |
|                       |                | 121.9 | \$267.02 | - Blended rate |

Total Fee \$32,550.00

Expenses (Postage and delivery, parking, mileage, car rental, airfare, hotel, meals, taxi) 1,034.83

Sub Total 33,584.83

HST @ 14% 4,701.88

Total Amount Due \$38,286.71



Deloitte & Touche LLP  
5140 Yonge Street  
Suite 1700  
Toronto ON M2N 6L7  
Canada

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Fax: (416) 229-2524  
www.deloitte.ca

Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: February 23, 2007  
Invoice No: 1899788  
Client/Mandate No: 743078.5600420/1  
Billing Partner: B. Bougie  
GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period ending February 19, 2007.

| Date       | Professional          | Hours | Description of Work Performed.   |
|------------|-----------------------|-------|--|
| 2006/10/02 | Snedden, Nancy Leanne | 0.5   | Sorting, reviewing and preparing mail for distribution to Cold North   |
| 2006/10/04 | Snedden, Nancy Leanne | 1.0   | WHSCC and CRA calls on audit working papers  |
| 2006/10/06 | Snedden, Nancy Leanne | 0.5   | Discussion with I Penney and WHSCC   |
| 2006/11/14 | Snedden, Nancy Leanne | 1.5   | Pulling fisher reports for Slaney Vessel and other fisher earnings   |
| 2006/11/15 | Snedden, Nancy Leanne | 0.5   | Discussions with I Penney and R Coombs re K Slaney   |
| 2006/11/16 | Snedden, Nancy Leanne | 3.3   | Sorting, reviewing and preparing mail for distribution to Cold North   |
| 2006/12/14 | Halley, Gordon J.     | 0.5   | Update GIC interest; discussion with B Grant and S Kavanaugh re Englee   |
| 2006/12/15 | Willcott, Collette M. | 2.0   | Preparing and mail account receivable letters.   |
| 2007/01/28 | Penney, Ian           | 0.6   | E-mails; review files for court  |
| 2007/01/29 | Bougie, Robert J.     | 0.5   | Conference call with I Penney, S Kavanaugh and B Grant re indemnity; e-mail to/from Kavanaugh re same.   |
| 2007/01/29 | Penney, Ian           | 5.5   | Indemnity issues; call R Coombs; review R Coombs's response to IRs questions; review/revise FPI/Cold North agreement with S Kavanaugh; review/finalize notice for POC process with N Stride and N Jacobs; call Shippigan appraiser; calls to R Coombs, R Bougie, N Jacobs; e-mails |

Please Return One Copy With Remittance

Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to

Member of  
Deloitte Touche Tohmatsu

February 23, 2007

Page 2

| Date       | Professional          | Hours | Description of Work Performed.   |
|------------|-----------------------|-------|--|
| 2007/01/30 | Bougie, Robert J.     | 0.5   | Telephone discussion with J Sethi; telephone discussion with I Penney re fisher receivables; review and respond to e-mails re same.  |
| 2007/01/30 | Brown, Peter Ernest   | 1.5   | I Penney re QA report and discuss general strategy   |
| 2007/01/30 | Penney, I Penney      | 4.5   | Call R Bougie re: Barry letter; review court docs; call N Stride; review correspondence; review files for court; calls to R Coombs, S Kavanaugh, potential Shippigan purchaser; review/revise FPI/Cold North agreement; e-mails                          |
| 2007/01/30 | Snedden, Nancy Leanne | 4.5   | A/R trade updates and calls re collection  |
| 2007/01/31 | Bougie, Robert J.     | 1.0   | Partner QA review of report to court; telephone discussion (x2) with I Penney; review court order; telephone discussion with J Sethi.  |
| 2007/01/31 | Halley, Gordon J.     | 1.5   | Update banking, prepare cheques, post banking entries, effect wire transfer, prepare HST return, etc.  |
| 2007/01/31 | Penney, Ian           | 5.3   | Prepare for and attend at court re: distribution; funds transfer issues; review A/R progress summary; call S Kavanaugh; review FPI/Cold North deal.  |
| 2007/01/31 | Snedden, Nancy Leanne | 2.5   | Invoicing inventory sale   |
| 2007/02/01 | Penney, Ian           | 0.4   | Calls and emails to/from S Kavanaugh and R Coombs re: Cold North deal.   |
| 2007/02/02 | Snedden, Nancy Leanne | 0.5   | Discussions with Allied re transfer of inventory to Portland Shellfish   |
| 2007/02/04 | Penney, Ian           | 1.0   | Review and organize files.   |
| 2007/02/05 | Penney, Ian           | 4.5   | Review appraisal; review N Snedden's A/R summary; emails; prepare for/attend conference call with B Grant and S Kavanaugh; call J Sethi to update; calls with B Grant, S Kavanaugh, R Coombs; tender package, A/R issues and Coombs information request. |
| 2007/02/06 | Penney, Ian           | 3.7   | Review/revise Hutchings and Solgelco letters; review A/R progress; tender preparation; emails; calls with Bruce, Dan, S Kavanaugh; prepare information package for S Kavanaugh on FPI; various Roddickton sale issues.                                   |
| 2007/02/06 | Snedden, Nancy Leanne | 3.5   | Tender Packages; discussions with I Penney re same   |
| 2007/02/07 | Penney, Ian           | 3.3   | Review of Cold North issues with S Kavanaugh; Roddickton issues; Solgelco issues; e-mails; call with Dan re: meeting; calls with S Kavanaugh (4); conference call with J Sethi and S Kavanaugh.  |
| 2007/02/07 | Snedden, Nancy Leanne | 2.0   | Inter company reconciliations  |
| 2007/02/08 | Penney, Ian           | 2.8   | Calls re: Englee and Shippigan; e-mails; correspondence; call from K Slaney; call J Sethi; update summary of residual assets.  |
| 2007/02/08 | Snedden, Nancy Leanne | 0.5   | Invoice review   |
| 2007/02/09 | Penney, Ian           | 3.0   | Finalize schedule of residual assets; call N Stride; e-mails; call B Grant.  |

February 23, 2007

Page 3

| Date       | Professional          | Hours | Description of Work Performed.  |
|------------|-----------------------|-------|---|
| 2007/02/12 | Halley, Gordon J.     | 2.0   | Update GIC; banking journal entries; bank funds transfer; bank reconciliation   |
| 2007/02/12 | Penney, Ian           | 1.8   | Edit tender; phone calls; e-mails; calls to Dan, B Grant, S Kavanaugh.  |
| 2007/02/13 | Penney, Ian           | 5.0   | Finalize tender; prepare for CFIA meeting; e-mails; travel to Halifax.  |
| 2007/02/14 | Penney, Ian           | 12.0  | Meet with Daley; meet with Armoyan; CFIA meeting; travel to NL.   |
| 2007/02/14 | Snedden, Nancy Leanne | 1.0   | Reports for R Coombs re Inter Co.   |
| 2007/02/15 | Penney, Ian           | 1.7   | E-mails; review settlement offer letter CFIA; calls to S Kavanaugh and B Grant; conference call re: CFIA approach.        |
| 2007/02/16 | Penney, Ian           | 1.8   | Review CFIA letters and tender doc with S Kavanaugh; emails; follow-up on outstanding rent; review leases re: Roddickton. |
| 2007/02/16 | Snedden, Nancy Leanne | 0.5   | Discussion with I Penney and K Slaney   |

| Professional          | Position       | Hours | Rate     | Fees           |
|-----------------------|----------------|-------|----------|----------------|
| Bougie, Robert J      | Partner        | 2.0   | 500.00   | \$ 1,000.00    |
| Brown, Peter Ernest   | Partner        | 1.5   | 400.00   | 600.00         |
| Penney, Ian           | Senior Manager | 56.9  | 300.00   | 17,070.00      |
| Halley, Gordon J      | Manager        | 4.0   | 200.00   | 800.00         |
| Snedden, Nancy        | Manager        | 20.3  | 200.00   | 4,060.00       |
| Willcott, Collette M. | Senior         | 2.0   | 125.00   | 250.00         |
|                       |                | 86.7  | \$274.28 | - Blended rate |

|  |                    |
|--|--------------------|
| Total Fee  | \$23,780.00        |
| Expenses (Airfare, hotel, mileage, meals, parking, taxi) | 1,012.13           |
| Sub Total  | 24,792.13          |
| HST @ 14%  | 3,470.90           |
| <b>Total Amount Due</b>                                  | <b>\$28,263.03</b> |



Deloitte & Touche LLP  
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Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: March 21, 2007  
Invoice No: 1913691  
Client/Mandate No: 743078.5600420/1  
Billing Partner: B. Bougie  
GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period ended March 16, 2007.

| Date      | Professional      | Hours | Description of Work Performed  |
|-----------|-------------------|-------|--|
| 2/18/2007 | Penn ey, Ian      | 0.8   | Emails; organize review files; read correspondence   |
| 2/19/2007 | Penn ey, Ian      | 3.5   | Emails; update tender to include Roddickton; read leases on Roddickton   |
| 2/19/2007 | Sned den, Nancy   | 3.0   | Advertising for Tender and Insurance Analysis; calls from fishers  |
| 2/20/2007 | Sned den, Nancy   | 0.5   | Tender advertising   |
| 2/21/2007 | Penn ey, Ian      | 4.0   | Tender; call Shawn; call Bruce; call Dan; call Jameel; tender issues; conference call re: CFIA; AON issues; emails                           |
| 2/21/2007 | Sned den, Nancy   | 1.5   | Various calls and emails re: advertising and tender  |
| 2/22/2007 | Ha lley, Gordon J | 0.5   | Discussion with tenant at Roddickton re: liability insurance, discussions with Town of Roddickton re: building on Cloud Dr. (Pyrat Holdings) |
| 2/22/2007 | Penn ey, Ian      | 2.2   | Tender issues; review La Digue file (LeBlanc expression of interest); review insurance; call Cal Legraw re: policy changes                   |
| 2/23/2007 | Penn ey, Ian      | 0.8   | Emails; correspondence; call Shawn re: tender changes  |
| 2/25/2007 | Penn ey, Ian      | 0.5   | Review Shawn's changes to tender   |
| 2/26/2007 | Penn ey, Ian      | 1.0   | Tender issues; correspondence, emails, insurance issues  |
| 2/27/2007 | Penn ey, Ian      | 1.5   | Finalize tender package; email interested parties; emails; correspondence  |
| 2/27/2007 | Sned den, Nancy   | 1.0   | Tender documents and distribution  |

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Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

March 21, 2007

Page 2

| Date      | Professional              | Hours | Description of Work Performed  |
|-----------|---------------------------|-------|--|
| 2/28/2007 | Sned den, Nancy           | 0.6   | Sending tenders, fielding calls re: same   |
| 3/1/2007  | Penn ey, Ian              | 0.3   | Call DFO re: Englee; emails tender; e-mails  |
| 3/1/2007  | Sned den, Nancy           | 1.0   | Shippigan Tender<br>Calls re: tender; emails to GNP re: A/R; review of Allied documents re: GB; review of zoning and email to Armoyan re:  |
| 3/2/2007  | Ha lley, Gordon J         | 0.5   | Update GIC interest and discussions with Mary Adams concerning repairs to restaurant floor   |
| 3/2/2007  | Penn ey, Ian              | 0.7   | Call Shawn; call Bruce; emails; correspondence; issues re: tender; call Karl Sullivan re: \$   |
| 3/2/2007  | Sned den, Nancy           | 0.3   | Phone calls and emails re: tender  |
| 3/5/2007  | Penn ey, Ian              | 3.5   | Prepare package on La Digue for Shawn; call Shawn re: priorities; emails; correspondence; meet with Bruce to review POCs; call insurance; call Shawn; prepare information for Jameel |
| 3/6/2007  | Penn ey, Ian              | 2.5   | Emails; review CFIA and La Digue issues; calls re: tender; call Shawn; set-up conference call; Call with Shawn and Bruce   |
| 3/6/2007  | Sned den, Nancy           | 0.3   | Information for Roger re: Inter co   |
| 3/7/2007  | Penn ey, Ian              | 2.2   | Emails; correspondence; insurance issues; prepare for and attend conference call with Jameel, Shawn, Neil; review POC memo from Bruce; Missing Link issues                           |
| 3/7/2007  | Sned den, Nancy           | 0.7   | Tender documentation   |
| 3/8/2007  | Penn ey, Ian              | 1.0   | Emails; call Gavin; email and call Dan; call Pierre Leblanc and Hr. Authority; correspondence  |
| 3/9/2007  | Ha lley, Gordon J         | 0.5   | HST return   |
| 3/9/2007  | Penn ey, Ian              | 0.9   | Call Jameel; call Dan; Call Gavin; emails; arrange AON meeting   |
| 3/9/2007  | Sned den, Nancy           | 0.7   | Ongoing tender process   |
| 3/12/2007 | Penn ey, Ian              | 0.3   | Emails, correspondence   |
| 3/13/2007 | Penn ey, Ian              | 0.5   | Call Mr. Slaney re: vessel; emails; review legal bills; tender issues  |
| 3/14/2007 | Ha lley, Gordon J         | 0.5   | Accounts Payable, transfer funds from GIC to oper a/c  |
| 3/14/2007 | Penn ey, Ian              | 4.4   | Write and call Service NB on Shippigan taxes; emails; review files; call Bruce; review tenders; write Group Murphy; call Marc Cormier to clarify bid                                 |
| 3/15/2007 | Penn ey, Ian              | 0.3   | Call Jameel; emails; tender issues   |
| 3/16/2007 | Ha lley, Gordon J         | 0.5   | Bank reconciliation  |
| 3/16/2007 | Penn ey, Ian              | 3.9   | Meet with Cal Legrow re: insurance credits; tender issues; call and write Cormier; write group Murphy; call Bruce re: tender responses; call Rob MacPherson                          |
| 3/16/2007 | Sned den, Nancy<br>Leanne | 2.5   | A/R collections and review; calls and letters re: tender   |



March 21, 2007

Page 3

| <b>Professional</b> | <b>Position</b> | <b>Hours</b> | <b>Rate</b>   | <b>Fees</b>    |
|---------------------|-----------------|--------------|---------------|----------------|
| Halley, Gordon J    | Manager         | 2.5          | 200.00        |                |
| Penney, Ian         | Senior Manager  | 34.8         | 300.00        |                |
| Snedden, Nancy      | Manager         | 12.1         | 200.00        |                |
|                     |                 | <u>49.4</u>  | <u>270.45</u> | - Blended rate |

Total Fee \$13,360.00

Expenses (Advertising, airfare, cell phone, parking) 2,725.27

Sub Total 16,085.27

HST @ 14% 2,251.94

**Total Amount Due** **\$18,337.21**



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Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: April 2, 2007  
Invoice No: 1919645  
Client/Mandate No: 743078.5600420/1  
Billing Partner: B. Bougle

GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period ended March 29, 2007.

| Date      | Professional   | Hours | Description of Work Performed   |
|-----------|----------------|-------|---|
| 3/19/2007 | Penney, Ian    | 2.5   | Calls to Jameel, Shawn, Cormier; various emails and correspondence; issues and logistics re: AON meeting; review Manulife response  |
| 3/20/2007 | Penney, Ian    | 2.8   | Gather interco information for Shawn; tender issues; calls to Ed Fillier and Service NB; emails; call Shawn; life insurance issues  |
| 3/20/2007 | Snedden, Nancy | 1.0   | Letters and faxes re: notice of receivership and CSV of life insurance  |
| 3/21/2007 | Penney, Ian    | 1.8   | Call Bruce re: Slaney letter from lawyer; tender issues; review A/R issues with Nancy   |
| 3/21/2007 | Snedden, Nancy | 1.5   | Letters re: Tender response, discussion re: Wade Reid; Review of documentation re: questions to Director and CFO(s)   |
| 3/22/2007 | Snedden, Nancy | 3.5   | Discussion with Shawn re: Roddickton Sale; Discussion with Town of Shippagan re: clean up of site and sale re: same; Review of letters and questionnaires for T. Daley and Cold North |
| 3/23/2007 | Snedden, Nancy | 2.4   | Review of letters to and from Roger and Steve and T. Daley  |
| 3/26/2007 | Penney, Ian    | 3.3   | Prepare for and attend CFIA call; call Gavin Giles; Solgelco issues; emails; tender closing issues; call Shawn; call Bruce; correspondence  |
| 3/26/2007 | Snedden, Nancy | 0.5   | Discussion with Ian and Shawn re: Roddickton; Preparation of letter to Purchaser re: Close Date Extension   |
| 3/27/2007 | Penney, Ian    | 1.5   | Emails; fax Shawn; various calls and emails re: tender closing; calls to Service NB re: Shippigan taxes   |
| 3/27/2007 | Snedden, Nancy | 0.5   | Follow up letter to Wade Reid   |
| 3/28/2007 | Penney, Ian    | 0.3   | Tender closing issues; calls to Nancy, Shawn, Town of Shippigan   |
| 3/28/2007 | Snedden, Nancy | 0.5   | Second Letter to Wade Reid, discussion with Town of Shippagan   |
| 3/29/2007 | Penney, Ian    | 0.2   | Emails (Terry Daley - Englee, etc.)   |

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| <b>Professional</b> | <b>Position</b> | <b>Hours</b> | <b>Rate</b> | <b>Fees</b>    |
|---------------------|-----------------|--------------|-------------|----------------|
| Penney, Ian         | Senior Manager  | 12.4         | 300.00      |                |
| Snedden, Nancy      | Manager         | 9.9          | 200.00      |                |
|                     |                 | 22.3         | 255.61      | - Blended rate |

|                         |                                 |
|-------------------------|---------------------------------|
| Total Fee               | \$5,700.00                      |
| Expenses (Advertising)  | <u>119.28</u>                   |
| Sub Total               | 5,819.28                        |
| HST @ 14%               | <u>814.70</u>                   |
| <b>Total Amount Due</b> | <b><u><u>\$6,633.98</u></u></b> |



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Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: April 23, 2007  
Invoice No: 1935315  
Client/Mandate No: 743078.5600420/1  
Billing Partner: B. Bougie

GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period ending April 20, 2007.

| Date      | Professional          | Hours | Description of Work Performed.  |
|-----------|-----------------------|-------|---|
| 4/1/2007  | Penney, Ian           | 0.7   | Correspondence and emails; work on bankruptcy memo.   |
| 4/2/2007  | Penney, Ian           | 1.8   | Call Fitzpatrick re: proceeds of auction; finish bankruptcy memo; emails.   |
| 4/3/2007  | Penney, Ian           | 1.2   | Emails; tender closing issues; correspondence; calls re: Englee.  |
| 4/4/2007  | Penney, Ian           | 1.3   | Discussion with Nancy re: Manulife and Englee; attend at Cox and Palmer re: Shippigan closing; emails.  |
| 4/5/2007  | Snedden, Nancy Leanne | 2.0   | Claim Info and Response Letter Re A/R; Cold Storage correspondence re: back up; Discussion and review of Letter from Wade Reid re: Englee, email to Shawn re: same.                               |
| 4/9/2007  | Penney, Ian           | 8.0   | Call Shawn re: POC process, bankruptcy memo and outstanding items; prepare for and attend conference calls re: AON meeting; review and sign deed - Roddickton; emails; travel to Toronto for AON. |
| 4/9/2007  | Snedden, Nancy Leanne | 0.5   | Review of potential sale of Englee.   |
| 4/10/2007 | Penney, Ian           | 6.0   | Meeting in Toronto - AON.   |
| 4/10/2007 | Snedden, Nancy Leanne | 0.5   | Roddickton sale and rent issues.  |
| 4/11/2007 | Penney, Ian           | 0.5   | Call Shawn; finalize bankruptcy memo; emails.   |

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April 23, 2007

Page 2

| <b>Date</b> | <b>Professional</b>   | <b>Hours</b> | <b>Description of Work Performed.</b>  |
|-------------|-----------------------|--------------|--|
| 4/11/2007   | Snedden, Nancy Leanne | 0.9          | Discussion with Wade Reid re: Englee;<br>Discussion with Natalie Roubichaud re: sale of<br>Shippagan; email to Shawn re: same.   |
| 4/16/2007   | Bougie, Robert J      | 0.5          | Conference call with I. Penney and S.<br>Kavanaugh re: issues and concerns of a<br>bankruptcy filing.  |
| 4/16/2007   | Penney, Ian           | 3.0          | Emails; correspondence; call Macanual re:<br>Roddickton; meet with Shawn re: bankruptcy<br>issue.  |
| 4/16/2007   | Snedden, Nancy Leanne | 0.6          | Bankruptcy Option Spreadsheet.   |
| 4/17/2007   | Penney, Ian           | 2.5          | Various telephone calls; discuss Englee with<br>Terry; emails; plan for and attend conference<br>call re: bankruptcy.  |
| 4/18/2007   | Penney, Ian           | 4.9          | Prepare interim R&D for BNS; call Ed Fillier<br>re: Englee; emails; update and revise<br>bankruptcy memo and email; call potential<br>purchasers Englee; call Shawn re: bankruptcy<br>memos and strategy; review Shawn's memo. |
| 4/19/2007   | Halley, Gordon J      | 0.5          | Bank rec.  |
| 4/19/2007   | Penney, Ian           | 2.0          | Prepare for and meet with Dan re: AON<br>progress and strategy; emails.  |
| 4/20/2007   | Penney, Ian           | 2.2          | Call Shawn; call Dan; prepare for and attend<br>conference call with Bob Verge re: Shippigan<br>loss quantification; POC process issues;<br>correspondence.  |

| <b>Professional</b>  | <b>Position</b> | <b>Hours</b> | <b>Rate</b>   | <b>Fees</b>    |
|----------------------|-----------------|--------------|---------------|----------------|
| Bougie,Robert J      | Partner         | 0.5          | 500.00        |                |
| Halley,Gordon J      | Manager         | 0.5          | 200.00        |                |
| Penney,Ian           | Senior Manager  | 34.1         | 300.00        |                |
| Snedden,Nancy Leanne | Manager         | 4.5          | 200.00        |                |
|                      |                 | <u>39.6</u>  | <u>289.90</u> | - Blended rate |

|  |                                  |
|--|----------------------------------|
| Total Fee                                | \$11,480.00                      |
| Expenses (Advertising, airfare, parking) | <u>965.15</u>                    |
| Sub Total                                | 12,445.15                        |
| HST @ 14%                                | <u>1,742.32</u>                  |
| <b>Total Amount Due</b>                  | <b><u><u>\$14,187.47</u></u></b> |



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Bank of Nova Scotia  
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44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: June 5, 2007  
Invoice No: 1986087  
Client/Mandate No: 743078.5600420/1  
Billing Partner: B. Bougie

GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period ending June 1, 2007.

| Date      | Professional     | Hours | Description of Work Performed.   |
|-----------|------------------|-------|--|
| 4/22/2007 | Penney, Ian      | 0.2   | Emails, correspondence.  |
| 4/23/2007 | Halley, Gordon J | 0.5   | Banking, A/P.  |
| 4/23/2007 | Penney, Ian      | 2.5   | Prepare for and attend call re: bankruptcy options; call Shawn; emails; email Dan re: AON.   |
| 4/24/2007 | Penney, Ian      | 1.0   | Emails; call Shawn; bankruptcy issues.   |
| 4/25/2007 | Bougie, Robert J | 2.0   | Telephone discussion with I. Penney re: implications of bankruptcy; conference call with I. Penney and S. Kavanaugh re: same; conference call with I. Penney, S. Kavanaugh; J. Sethi and N. Stride; follow up discussion with I. Penney; preparation of draft indemnity and forwarding same to Bank. |
| 4/25/2007 | Penney, Ian      | 4.0   | Call Bruce; bankruptcy issues and benefits; call Shawn; call Gavin; emails.  |
| 4/26/2007 | Penney, Ian      | 1.0   | Note to lift stay; review CRA balances; call Shawn; call Roger; emails.  |
| 4/27/2007 | Penney, Ian      | 0.2   | Emails.  |
| 4/30/2007 | Penney, Ian      | 1.7   | Consent letters; call from Trevor Taylor re: Englee; call OR; call Bruce; review Manulife documentation.   |
| 5/1/2007  | Penney, Ian      | 5.8   | Review files; prepare for and attend call with bank on AON; review outstanding matters and responsibilities with Bruce and Shawn; emails; attend at Cox and Palmer to sign revised deed re: Shippigan.   |
| 5/2/2007  | Penney, Ian      | 4.0   | Draft Third report to court; issues re: CFIA settlement; call with Terry re: Century Seafoods release.   |

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|           |                  |     |  |
|-----------|------------------|-----|--|
| 5/2/2007  | Penney, Ian      | 2.0 | Review and suggest changes to follow-up questionnaires.  |
| 5/2/2007  | Snedden, Nancy   | 1.0 | Review of questionnaires; billing details spreadsheet.   |
| 5/3/2007  | Snedden, Nancy   | 1.1 | Billing Analysis; Various calls and emails with Shawn Kavanaugh and Bruce Grant; Documentation gathering re: AON and Chetticamp taxes.                             |
| 5/23/2007 | Halley, Gordon J | 0.5 | Bank reconciliation, update GIC.   |
| 5/23/2007 | Penney, Ian      | 2.1 | Review correspondence; review and sign CFIA settlements; emails; call Bruce re: court on POC objections; review SMSS bill.   |
| 5/24/2007 | Penney, Ian      | 0.4 | Emails; review files.  |
| 5/25/2007 | Penney, Ian      | 0.5 | Call CRA re: HST refund; call Hydro Quebec; correspondence.  |
| 5/28/2007 | Penney, Ian      | 0.2 | Emails; call Shawn; issues re: Slaney.   |
| 5/29/2007 | Penney, Ian      | 1.5 | Review Shawn's memo re: outstanding matters, etc.; various emails; call Shawn re: insurance issues, etc.; review AON materials; call Dan for update; review files. |
| 5/31/2007 | Penney, Ian      | 0.2 | Review deed - Bareneed.  |
| 6/1/2007  | Penney, Ian      | 0.8 | Prepare for and attend call with BNS; emails; sign deed re: Bareneed.  |

| Professional     | Position       | Hours | Rate   | Fees           |
|------------------|----------------|-------|--------|----------------|
| Bougie, Robert J | Partner        | 2.0   | 500.00 |                |
| Halley, Gordon J | Senior         | 1.0   | 200.00 |                |
| Penney, Ian      | Senior Manager | 28.1  | 300.00 |                |
| Snedden, Nancy   | Manager        | 2.1   | 200.00 |                |
|                  |                | 33.2  | 302.71 | - Blended rate |

|                           |                    |
|---------------------------|--------------------|
| Total Fee                 | \$10,050.00        |
| Expenses (Parking, Meals) | 123.23             |
| Sub Total                 | 10,173.23          |
| HST @ 14%                 | 1,424.25           |
| <b>Total Amount Due</b>   | <b>\$11,597.48</b> |





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Bank of Nova Scotia  
Global Risk Management  
Special Accounts Management Unit  
44 King Street West, 16<sup>th</sup> floor  
Toronto, ON M5H 1H1

Date: July 10, 2007  
Invoice No: 1997844  
Client/Mandate No: 743078.5600421  
Billing Partner: B. Bougle

GST Registration No: R101330793

Attention: Mr. Jameel Sethi, Vice President

### BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period ending July 6, 2007.

| Date      | Professional     | Fees     | Hours | Description of Work Performed  |
|-----------|------------------|----------|-------|--|
| 6/7/2007  | Snedden, Nancy   | 300.00   | 1.5   | Discussion with Ian re T4 Cheticamp, discussion with CRA re same, preparation of T4 & related summary  |
| 6/7/2007  | Halley, Gordon J | 100.00   | 0.5   | Review files for Cheticamp P/R Summary   |
| 6/8/2007  | Penney, Ian      | 80.00    | 0.2   | Emails; correspondence; call Shawn; call Bruce. Call Shawn & Chris re: court; call Dave H. re: Conpak POC; call with Shawn re: o/s items and strategy. |
| 6/12/2007 | Penney, Ian      | 600.00   | 1.5   | HST; roddickton property tax bill to BNS; allocation of CFIA net proceeds.   |
| 6/14/2007 | Penney, Ian      | 160.00   | 0.4   | Bank rec - review Roddickton rentals & property tax payments from BNS - prepare invoice and letter.  |
| 6/15/2007 | Halley, Gordon J | 300.00   | 1.5   | Call Chris (Shawn); call Bruce re: court.  |
| 6/15/2007 | Penney, Ian      | 80.00    | 0.2   | Review Conpak POC issue; e-mails to Howe; calls and e-mails to Kavanagh; e-mail Terry Daley; e-mail Rick Cullen.                                       |
| 6/18/2007 | Penney, Ian      | 600.00   | 1.5   | HST return - banking   |
| 6/19/2007 | Halley, Gordon J | 100.00   | 0.5   | Call Dan Simmons re: AON update; e-mails to Rick Cullen re: Conpak POC.  |
| 6/19/2007 | Penney, Ian      | 200.00   | 0.5   | Statement of Affairs Preparation - Sea Treat Limited   |
| 6/20/2007 | Snedden, Nancy   | 1,400.00 | 7.0   | Stmnt of affairs   |
| 6/21/2007 | Snedden, Nancy   | 500.00   | 2.5   | Stmnt of affairs   |
| 6/22/2007 | Snedden, Nancy   | 700.00   | 3.5   | Stmnt of affairs   |
| 6/22/2007 | Penney, Ian      | 160.00   | 0.4   | Call Rick Cullen; call Shawn; e-mails  |

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Member of  
Deloitte Touche Tohmatsu

July 10, 2007  
Page 2

|          |             |        |     |   |
|----------|-------------|--------|-----|---|
| 7/2/2007 | Penney, Ian | 80.00  | 0.2 | E-mails; correspondence.  |
| 7/3/2007 | Penney, Ian | 200.00 | 0.5 | E-mails re AON; insurance issues re: Missing Link.                          |
| 7/4/2007 | Penney, Ian | 400.00 | 1.0 | Revise/finalize letter to Legrow re: premium refund; review insurance file. |
| 7/5/2007 | Penney, Ian | 240.00 | 0.6 | E-mails; meet with Slaney re: insurance and court; call Shawn               |
| 7/6/2007 | Penney, Ian | 80.00  | 0.2 | Insurance issues.   |

| Professional     | Position | Hours | Rate   | Fees           |
|------------------|----------|-------|--------|----------------|
| Halley, Gordon J | Senior   | 2.5   | 200.00 |                |
| Penney, Ian      | Partner  | 7.2   | 400.00 |                |
| Snedden, Nancy   | Manager  | 14.5  | 200.00 |                |
|                  |          | 24.2  | 259.50 | - Blended rate |

|                         |                                  |
|-------------------------|----------------------------------|
| Total Fee               | \$ 6,280.00                      |
| Expenses (Parking)      | <u>1.77</u>                      |
| Sub Total               | \$ 6,281.77                      |
| HST @ 14%               | <u>879.45</u>                    |
| <b>Total Amount Due</b> | <b><u><u>\$ 7,161.22</u></u></b> |

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CK# 144  
Oct 2/07

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Toronto, ON M5H 1H1

Date: October 2, 2007  
Invoice No: 2036653  
Client/Mandate No: 743078.5600420/1  
Billing Partner: B. Bougie

GST Registration No: R101330793

Attention: Mr. J Sethi, Vice President

## BILL

For professional services rendered in connection with our acting as Court Appointed Interim Receiver of Sea Treat Limited and related Corporate Guarantors for the period ending September 28, 2007.

| Date       | Professional      | Hours | Description of Work Performed.  |
|------------|-------------------|-------|---|
| 07/11/2007 | Penney, Ian       | 0.7   | Various e-mails, phone calls (Shawn 4x, N Stride, J Sethi); correspondence re insurance and other issues.   |
| 07/12/2007 | Penney, Ian       | 0.3   | Insurance issues; e-mails; call Shawn.  |
| 07/16/2007 | Penney, Ian       | 1.0   | Call J Sethi/N Stride; call Dan; prepare for and attend AON call.   |
| 07/17/2007 | Bougie, Robert J. | 0.3   | Telephone discussion with I Penney re Aon litigation.   |
| 07/17/2007 | Halley, Gordon J. | 1.5   | Bank reconciliation and accounts payable; review legal bills.   |
| 07/17/2007 | Penney, Ian       | 0.2   | E-mails; calls re Century issue.  |
| 07/18/2007 | Penney, Ian       | 2.0   | Find data for Bob Verge (AON claim); memo re Englee and review correspondence; draft agenda for call; e-mail.                                     |
| 07/19/2007 | Penney, Ian       | 0.2   | Call Shawn; call J Sethi; e-mails.  |
| 07/23/2007 | Penney, Ian       | 1.5   | Prepare for/attend conference call with J Sethi, N Stride and Shawn.  |
| 07/24/2007 | Penney, Ian       | 1.2   | Prepare A/R package for Shawn.  |
| 07/26/2007 | Penney, Ian       | 0.5   | Call Fillier re Englee; e-mails; HST issues.  |
| 08/01/2007 | Penney, Ian       | 0.2   | Various e-mails and correspondence.   |
| 08/10/2007 | Penney, Ian       | 1.0   | Prepare packages on L&S and Marche Blais for BNS; e-mails.  |
| 08/14/2007 | Penney, Ian       | 2.0   | Prepare for/attend call with J Sethi and N Stride re realization priorities.  |
| 08/15/2007 | Penney, Ian       | 0.5   | Calls from Gasland and lawyer re: Fisher A/R judgement; review correspondence form Englee lawyer, direct Bruce Grant to respond; various e-mails. |

Please Return One Copy With Remittance

Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to

Member of  
Deloitte Touche Tohmatsu

October 2, 2007

Page 2

| Date       | Professional      | Hours | Description of Work Performed.  |
|------------|-------------------|-------|---|
| 08/21/2007 | Halley, Gordon J. | 1.0   | Bank reconciliation; GIC update.  |
| 09/04/2007 | Penney, Ian       | 0.3   | Various e-mails; e-mail Gerry O'Brien.  |
| 09/05/2007 | Penney, Ian       | 1.5   | Review Verge report; call/e-mail Dan.   |
| 09/06/2007 | Penney, Ian       | 0.3   | Talk to Dan to review report and discuss strategy; call with J Sethi, N Stride and Dan.                                       |
| 09/11/2007 | Penney, Ian       | 1.8   | Respond to Dan re Century; call Shawn and Bruce re Slaney; call Slaney and Mills; prepare package for C&P re vessel transfer. |
| 09/25/2007 | Penney, Ian       | 0.8   | E-mails; work on Interim Receiver's Third Report; call Shawn.   |
| 09/27/2007 | Penney, Ian       | 0.3   | Call J Sethi and N Stride; numerous calls and e-mail to Dan Simmons.  |
| 09/28/2007 | Penney, Ian       | 1.3   | Call Dan; call/e-mails N Stride and J Sethi; work on Interim Receiver's Third Report.   |

| Professional     | Position | Hours | Rate   | Fees           |
|------------------|----------|-------|--------|----------------|
| Bougie, Robert J | Partner  | 0.3   | 500.00 |                |
| Halley, Gordon J | Senior   | 2.5   | 200.00 |                |
| Penney, Ian      | Partner  | 17.6  | 400.00 |                |
|                  |          | 20.4  | 376.96 | - Blended rate |

|                                 |                   |   |      |
|---------------------------------|-------------------|---|------|
| Total Fee                       | \$7,690.00        | - | 5409 |
| Expenses (Storage, Advertising) | 507.20            | - | 5350 |
| Sub Total                       | 8,197.20          |   |      |
| HST @ 14%                       | 1,147.61          | - | 5364 |
| <b>Total Amount Due</b>         | <b>\$9,344.81</b> |   |      |

**Summary of Billing**  
**Interim Receivership - Sea Treat Limited and related Corporate Guarantors**

| Billing Information  | Period Covered                        | Hours Billed  | Total Fees          | Blended<br>Hourly Rate | Disbursements      | Total Invoice<br>Pre Tax |
|--|---------------------------------------|---------------|---------------------|------------------------|--------------------|--------------------------|
| Stewart McKelvey<br>Invoice # 81517283 January 31, 2007        | December 14, 2006 to January 31, 2007 | 155.8         | \$ 38,285.80        | \$ 258.00              | \$ 589.66          | \$ 38,875.46             |
| Invoice # 81527333 March 28, 2007                              | February 12, 2007 to March 26, 2007   | 47.1          | \$ 13,243.00        | \$ 288.00              | \$ 164.07          | \$ 13,407.07             |
| Invoice # 81521835 February 26, 2007                           | January 26, 2007 to February 12, 2007 | 65            | \$ 18,589.00        | \$ 290.00              | \$ 574.87          | \$ 19,163.87             |
| Invoice # 81532821 April 27, 2007                              | March 29, 2007 to April 26, 2007      | 15.35         | \$ 4,490.00         | \$ 299.00              | \$ 167.47          | \$ 4,657.47              |
| Invoice # 81537358 May 28, 2007                                | April 27, 2007 to May 27, 2007        | 38.1          | \$ 10,630.00        | \$ 278.95              | \$ (9.15)          | \$ 10,620.85             |
| Invoice # 81543114 June 28, 2007                               | May 28, 2007 to June 27, 2007         | 12.2          | \$ 3,360.00         | \$ 275.00              | \$ 3.71            | \$ 3,363.71              |
| Invoice # 81548753 July 30, 2007                               | June 28, 2007 to July 25, 2007        | 22            | \$ 5,892.50         | \$ 267.84              | \$ 8.83            | \$ 5,901.33              |
| Invoice # 81552458 August 27, 2007                             | July 26, 2007 to August 16, 2007      | 1.6           | \$ 475.00           | \$ 296.88              | \$ -               | \$ 475.00                |
|  |                                       | <u>357.15</u> | <u>\$ 94,965.30</u> |                        | <u>\$ 1,499.46</u> | <u>\$ 96,464.76</u>      |
| Reallocation of Disbursements reported as fees in prior report |                                       |               | \$ (4,452.45)       |                        |                    | \$ (4,452.45)            |
|  |                                       |               | <u>\$ 90,512.85</u> |                        |                    | <u>\$ 92,012.31</u>      |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

January 31, 2007  
Invoice No. 81517283  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |  | HOURS |
|-----|--------------|--|-------|
| CJS | Dec 14, 2006 | Revise emailed documentation. Telephone call to K. Walsh. Meeting with N. LeBlanc and P. LeBlanc. Letter to K. Walsh.  | 1.10  |
| BCG | Dec 20, 2006 | Email from I. Penney and S. Kavanagh regarding meeting. Email regarding J. Maynard. Email from S. Marshall and reply. Telephone discussions with J. Maynard regarding Sogelco. Email to I. Penney. Emails with I. Penney regarding meeting, Sogelco and LeBlanc releases. Email from I. Penney regarding realization memo. Emails from DFO and reply. Email to I. Penney. Preparation / review of Agenda for teleconference. | 2.70  |
| BCG | Dec 21, 2006 | Email from I. Penney and to D. Simmons regarding Shippagan. Email from E. Penney regarding Shippagan, DFO, Releases. Work on file. Conference with I. Penney and S. Kavanagh and related emails.   | 2.10  |
| NLJ | Dec 21, 2006 | Reviewing email of B. Grant respecting application for proceeds and corporate information, arrange same.   | 0.30  |
| KAW | Dec 21, 2006 | Arranging registration of release of (LeBlanc).  | 0.40  |
| BCG | Dec 22, 2006 | Emails from I. Penney.   | 0.40  |
| CJS | Dec 22, 2006 | Email to K. Walsh.   | 0.20  |
| KAW | Dec 28, 2006 | Receipt of email from C. Stewart regarding execution of LeBlanc releases and reply to same.  | 0.30  |

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January 31, 2007  
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Invoice No. 81517283  
GST Reg. # R121769053

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|     |             |  | HOURS |
|-----|-------------|--|-------|
| CRL | Jan 2, 2007 | Conducting searches in various corporate registries including: Newfoundland and Labrador, Nova Scotia, New Brunswick, Prince Edward Island, and Québec.  | 1.00  |
| NLJ | Jan 2, 2007 | Review email of I. Penney. Revise Release. Email I. Penney with comments on Release. Arrange corporate searches. Review information on corporations for Notices, etc. Revise application for proceeds.   | 1.70  |
| BCG | Jan 3, 2007 | Emails regarding Sogelco letter received from J. Maynard. Emails regarding Newfoundland Harvesters Limited Release. Email regarding G. O'Brien letter. Email, D. Simmons to G. O'Brien. Email, I. Penney to Scotiabank regarding action memo. Email regarding response from R. Coombs regarding information. Further work regarding materials received. Email from I. Penney regarding Daley disclosures and related. Telephone discussions with I. Penney and related. Email from I. Penney regarding Daley response.                   | 3.20  |
| NLJ | Jan 3, 2007 | Discuss course of action with B. Grant. Draft corporate summary. Reviewing email of I. Penney regarding plan of action and need for application on proceeds. Review email of B. Grant regarding plan of action. Meeting with B. Grant regarding teleconference and email on same.  | 1.30  |
| BCG | Jan 4, 2007 | Emails with I. Penney. Conference call with I. Penney, S. Kavanagh, N. Jacobs and related. Email to K. Walsh regarding opinion. Telephone discussions with Town of Roddickton. Email with K. Walsh. Work on file. Preparation for meeting with I. Penney. Preparation and drafting of letter to D. Hooley. Letter to I. Penney regarding firm accounts rendered. Meeting with I. Penney regarding disclosure requirements. Email from K. Walsh regarding opinion letter and outstanding issues. Further letter regarding Sogelco matter. | 5.80  |

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|     |             |  | HOURS |
|-----|-------------|--|-------|
|     |             | Disclosure work. Emails regarding Englee.  |       |
| KMB | Jan 4, 2007 | Receipt and review of correspondence from Bruce Grant regarding Deloitte & Touche Sea Treat receivership;  | 0.20  |
| NLJ | Jan 4, 2007 | Telephone call to B. Grant respecting teleconference and duty to answer - directors. Telephone call with K. Walsh respecting Roddicton and Englee. Review email of K. Walsh. Email to I. Penney respecting Englee. Review prior applications - Claims Plan and proceeds. Telephone call to E. Fillier, Mayor of Englee, and email to I. Penney respecting discussions. Meeting with I. Penney respecting form of application and combining proceeds and claims plan. | 2.70  |
| KAW | Jan 4, 2007 | Discuss opinion to Receiver with B. Grant and N. Jacobs.   | 0.30  |
| KAW | Jan 4, 2007 | Receipt of email from Town of Roddicton and reply regarding 2007 taxes.  | 0.30  |
| KAW | Jan 4, 2007 | Follow-up on various issues and updating opinion.  | 1.40  |
| KAW | Jan 4, 2007 | Emails with B. Grant and N. Jacobs regarding opinion update.   | 0.40  |
| KAW | Jan 5, 2007 | Reviewing Englee title deeds, Nortip Debenture and discussion with N. Jacobs regarding same.   | 0.60  |
| BCG | Jan 5, 2007 | Work regarding disclosures for R. Coombs. Emails regarding Nortip Development Corp. mortgage. Emails regarding AON litigation. Emails regarding R. Coombs letter. Telephone discussions with I. Penney.  | 6.60  |
| NLJ | Jan 5, 2007 | Review email of K. Walsh and forward to I. Penney. Review email of B. Grant regarding questions of Receiver. Review further email of I. Penney regarding Nortip check and reply. Telephone call to I. Penney respecting property at Englee and Receiver's Debenture.   | 1.10  |
| BCG | Jan 8, 2007 | Work regarding R. Coombs questionnaire and related. Email from R. McGrath regarding AON  | 6.20  |



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RE: Sea Treat Limited et. al., In Receivership

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HOURS

|     |             |  |      |
|-----|-------------|--|------|
|     |             | undertakings - Daley and Hoskins. Further work regarding questionnaire and forwarding to I. Penney. Email and telephone discussions regarding Shippagan property issues. Telephone discussions with J. Maynard regarding Sogelco claim. Telephone discussions with I. Penney (2). Email regarding automobiles. Email to I. Penney with questions list. Telephone discussions with D. Simmons. Email from D. Simmons regarding abandonment of Shippagan and forwarding. Conference with N. Jacobs regarding Application to Court.   |      |
| NLJ | Jan 8, 2007 | Draft rolled up application, accounts, distribution and claims plan. Telephone calls to and from I. Penney regarding application and reports. Revise claims plan and proceeds application. Draft claims plan order. Telephone call to B. Grant regarding Cold North and teleconference issues. Review Question 2 and discuss issue of trust with B. Grant.   | 3.70 |
| BCG | Jan 9, 2007 | Review of draft inquiries to R. Coombs. Review of motor vehicle searches. Email regarding Sogelco / Maynard file. Email regarding Quebec power bills. Email in relation to corporate structure. Email from J. Hutchings regarding Bareneed. Review of comments of I. Penney regarding questionnaire and telephone discussions with I. Penney. Receipt of letter from J. Maynard regarding Sogelco matter and forwarding same to I. Penney for review and comment. Attending to amendments to questionnaire and circulation (draft 3). Further amendments regarding vehicles, and employee accounts receivable and circulation of same. Conference call with I. Penney and S. Kavanagh and related. Further changes to questionnaire and circulation. Preparation of letter to R. Coombs and S. Hoskins. Review of application to court regarding accounts, disbursement and claims plan. Email to J. | 7.80 |

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RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
| NLJ | Jan 9, 2007  | Hutchings regarding Bareneed property inquiry.<br>Revise search schedule and arrange additional searches. Reviewing email of B. Grant respecting legal opinion. Review email of B. Grant regarding Sogelco. Email I. Penney respecting corporate summary and status of application. Reviewing revised questions and vehicle listings. Teleconference. Revise application and order. Arrange corporate searches on related parties. Review comments of B. Grant on application. Revise application and order.   | 3.10  |
| BCG | Jan 10, 2007 | Email from and to I. Penney regarding letter to R. Coombs. Work regarding court application. Email regarding court application. Email from S. Kavanagh regarding Cold North negotiations. Letter from B. Chaisson regarding Shippagan and circulation. Telephone discussions with I. Penney. Receipt and review of Shippagan purchase documentation.   | 2.80  |
| NLJ | Jan 10, 2007 | Final revisions to application and Order. Forward application and Order to B. Grant. Meeting with B. Grant respecting revisions. Revise application. Email circulating Claims Plan application and Order. Review email on Shippagan.   | 1.40  |
| BCG | Jan 11, 2007 | Letters regarding Shippagan and J. Maynard. Work regarding claims. Letter to S. Marshall. Work on opinion. Forwarding J. Maynard letter for review by I. Penney. Conference with N. Jacobs regarding court documents and application. Email regarding Shippagan letter. Email regarding Petit Etang and Cheticamp taxes. Further email regarding taxes. Email from S. Kavanagh regarding Shippagan PIDs. Further work on payment of taxes. Email from N. Jacobs regarding application timing. Receipt of memorandum regarding information on related parties. Conference with N. Jacobs. Email with S. Kavanagh regarding location certificate for | 4.00  |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | property situate Shippagan. Email from S. Kavanagh regarding questions. Email with I. Penney. Telephone discussions with I. Penney regarding Shippagan property. Email from R. McGrath regarding S. Hoskins.   |       |
| SB  | Jan 11, 2007 | Conduct PPSA searches (x2).  | 0.35  |
| NLJ | Jan 11, 2007 | Review email of K. Walsh regarding taxes. Telephone call to B. Grant respecting status of Cold North and update on outstanding issues. Email regarding Court date. Draft memo on corporate searches on related parties. Email regarding related parties. Follow up on missing information. Review email of I. Penney regarding Proof of Claim. Review email regarding comments on application. Review additional information and update summary with director information. | 2.30  |
| KAW | Jan 11, 2007 | Meeting with B. Grant regarding opinion.   | 0.30  |
| KAW | Jan 11, 2007 | Reviewing file and emails with B. Grant regarding NS property taxes.   | 0.40  |
| KAW | Jan 11, 2007 | Revisions to opinion to Receiver.  | 0.40  |
| KAW | Jan 11, 2007 | Arranging payment of municipal taxes (Fleurs de Lys).  | 0.40  |
| KAW | Jan 11, 2007 | Instructions regarding release of LeBlanc PPSA registrations (NB) and associated revisions to opinion.   | 0.30  |
| BCG | Jan 12, 2007 | Review of S. Kavanagh's comments regarding disclosures. Email from I. Penney regarding memo on Shippagan. Email regarding related company. Telephone discussions with I. Penney. Telephone discussions with N. Shedden regarding demands.  | 1.30  |
| NLJ | Jan 12, 2007 | Review email of S. Kavanagh and reply regarding application. Review dissolution. Email B. Grant and follow up on D & W.  | 1.00  |
| BCG | Jan 15, 2007 | Emails regarding Fishery Products International, cheques NSF and Sea Treat HST account. Further  | 3.40  |

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | emails from I. Penney regarding memo relating to Shippagan. Review of cancelled cheque of Daley Brothers Limited. Comments on Application. Receipt of Receiver's second report and review. Work on files. Teleconference with I. Penney, S. Kavanagh, N. Jacobs regarding Shippagan, collection issues and application. Conference with N. Jacobs regarding S. Kavanagh's comments on application. Review of email from S. Kavanagh to S. Marshall. Further emails regarding Shippagan offer. |       |
| NLJ | Jan 15, 2007 | Review email of B. Grant regarding teleconference. Review email with comments of I. Penney on application. Review email of I. Penney with Second Receiver's Report. Teleconference on application and Report. Meet with B. Grant regarding comments of S. Kavanagh on application. Review latest form of opinion for application and notice. Revise application per comments of S. Kavanagh and I. Penney.  | 3.40  |
| KAW | Jan 15, 2007 | Letter to Fleurs de Lys regarding municipal taxes.  | 0.30  |
| KAW | Jan 16, 2007 | Emails with B. Grant regarding trust monies and revisions to opinion to Receiver. Preparing accounting regarding municipal taxes.   | 0.80  |
| BCG | Jan 16, 2007 | Emails from I. Penney regarding Shippagan and Roddicton. Work regarding municipal taxes, conference with K. Walsh and emails relating to same. Review of redraft of court application for distribution and related. Review of Shippagan pictures and information. Further emails to I. Penney. Conference with N. Jacobs regarding court application.   | 2.10  |
| NLJ | Jan 16, 2007 | Forward revised application to B. Grant for comment. Review Shippagan photos. Telephone call to B. Grant respecting application. Review comments of B. Grant. Revise application and circulate.   | 1.50  |
| BCG | Jan 17, 2007 | Emails regarding Shippagan. Emails regarding  | 1.40  |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Roddicton from S. Kavanagh. Receipt and review of memo from S. Kavanagh regarding Cold North. Receipt and review of further emails regarding Shippagan. Telephone discussions with I. Penney regarding Shippagan memo.   |       |
| NLJ | Jan 17, 2007 | Reviewing email of S. Kavanagh regarding Cold North.   | 0.30  |
| BCG | Jan 18, 2007 | Emails (3) regarding Shippagan. Conference call regarding Shippagan and related topics - Roddicton, Cold North, AON et. al. Telephone discussions with I. Penney and S. Kavanagh regarding court application. Email to N. Jacobs and K. Walsh regarding application. Conference with N. Jacobs regarding court date, emails and conference call. Telephone discussions with S. Kavanagh and related. Conference with S. Kavanagh and I. Penney. Email from S. Kavanagh regarding application terms.  | 3.50  |
| NLJ | Jan 18, 2007 | Telephone call from K. Walsh regarding Shippagan and opinion. Discuss with B. Grant. Review materials on Shippagan and options. Teleconference. Review emails of S. Kavanagh regarding hearing and reply of I. Penney. Telephone call to B. Grant respecting application. Telephone call to Supreme Court with respect to availability. Teleconference with S. Kavanagh respecting application. Meeting with K. Walsh and S. Norman regarding Notice of Application. Telephone call with I. Penney regarding application and Report. Review email of S. Kavanagh regarding Proof of Claim. Commence draft. Telephone call from I. Penney regarding Shippagan land. | 4.40  |
| KAW | Jan 18, 2007 | Reviewing property tax issues and further revision of opinion.   | 0.80  |
| KAW | Jan 18, 2007 | Emails with B. Grant regarding outstanding taxes.  | 0.30  |
| KAW | Jan 18, 2007 | Preparing list of Notice of Application recipients.  | 1.50  |
| BS  | Jan 18, 2007 | Attend at Supreme Court.   | 0.50  |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
| KAW | Jan 19, 2007 | Revising opinion, preparing application and notice, and attending to issuance and service of same.   | 8.40  |
| DLD | Jan 19, 2007 | Taking instructions from L. Elsliger. Searching for appraisers and locksmiths. Making several telephone calls to appraisers and locksmiths. Emailing N. Jacobs. Telephone call from N. Jacobs. Searching for real estate appraisers. Making several calls to real estate appraisers. Emailing N. Jacobs. Telephone call to and from D. Doucet (Atlas Helyar Appraisers). Email to N. Jacobs. Telephone call from G. Halley (Deloitte). Emailing G. Halley. Telephone call to locksmith. Telephone call to H. Cameron (message). Emailing G. Halley. Telephone call from P. Davis (conflict of interest). Telephone call to G. Halley. Several telephone calls to real estates appraisers in Moncton, Fredericton, Miramichi, Bathurst and Edmundston. Telephone call to G. Halley. | 3.40  |
| SEN | Jan 19, 2007 | Discussion with K. Walsh regarding service of application. Process for service and addresses of registered offices.  | 0.20  |
| NLJ | Jan 19, 2007 | Telephone call to S. Morrisette/D. Doiron. Work on drafting application. Meeting with K. Walsh respecting Notices. Email forwarding revised application for comment. Telephone call to I. Penney regarding meeting and appraisal. Review email of D. Doiron and forward to I. Penney. Telephone call to S. Kavanagh regarding application and process. Revise application and draft Order. Meeting with I. Penney to review Second Report and discuss service, etc. Telephone call to K. Walsh regarding opinion and finalizing same. Execute application and arrange filing. Execute opinion for application. Review comments of B. Bougie. Telephone call to I. Penney regarding definition and review application. Review information on appraisal and                          | 12.20 |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | forward to I. Penney. Meet with I. Penney to review, revise and finalize application. Review letter of J. Hutchings regarding fisher receivables. Discuss service of application with K. Walsh and arrange service. Review emails of I. Penney regarding a   |       |
| KAW | Jan 20, 2007 | Attending to service of application and related.   | 3.50  |
| KAW | Jan 21, 2007 | Attending to service of application.   | 2.70  |
| KAW | Jan 22, 2007 | Attending to service of application and related.   | 3.50  |
| NLJ | Jan 22, 2007 | Review letter of Coombs in answer. Arrange forwarding of letter to I. Penney - J. Hutchings and Coombs. Letter to I. Penney regarding Coombs letters. Forward fax to I. Penney regarding J. Hutchings. Review final application and exhibits. Review email of S. Kavanagh and reply regarding litigation. Telephone call to D. Simmons. Telephone call to J Sethi. Telephone call to S. Kavanagh regarding litigation. Review emails of I. Penney and reply. Telephone call to D. Simmons regarding meeting with principals. | 3.10  |
| NLJ | Jan 23, 2007 | Review correspondence of S. Kavanagh regarding litigation. Telephone call to D. Simmons regarding settlement meeting. Telephone call from K. Slaney respecting Missing Link and advise regarding process. Review comments of S. Kavanagh. Telephone call to K. Walsh regarding inquiries on application. Reviewing opinion per comments of S. Kavanagh. Review email of D. Simmons and forward to J. Sethi.  | 1.90  |
| KAW | Jan 23, 2007 | Telephone call with Kevin Slaney.  | 0.20  |
| KAW | Jan 23, 2007 | Receipt of email from Municipality of Inverness, discussion with N. Jacobs regarding claims process and reply.   | 0.30  |
| KAW | Jan 23, 2007 | Preparing Affidavit of Service/attempted service.  | 0.60  |
| NLJ | Jan 25, 2007 | Review email of I. Penney with Shippagan pictures. Telephone call to WHSCC (B. Kennedy) regarding Proof of Claim. Telephone call to B.   | 1.30  |

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Kennedy regarding process and Proof of Claim. Telephone call to B. Grant respecting questions for Receiver. Telephone call to I. Penney regarding application and answers to questions. Email to B. Grant on application.  |       |
| NLJ | Jan 26, 2007 | Review Bankruptcy Notices to go with Proof of Claim. Review email of Hookey and forward application by courier. Draft Notice with respect to Proof of Claim. Review letter of Hookey and forward to I. Penney. Review indemnities.   | 2.10  |
| NLJ | Jan 29, 2007 | Review email of I. Penney and B. Bougie regarding indemnities. Revise Notice and review Proof of Claim form. Review email with regard to application and power to distribute. Meeting with B. Grant to discuss Sogelco, indemnity, Barry claim, application and Notice. Telephone conference with S. Kavanagh, B. Bougie, B. Grant and I. Penney. Telephone call to B. Grant and I. Penney regarding indemnity and application. Email forwarding application to I. Penney and call to confirm. Teleconference on application. Email circulating Notice. Review Hickman Equipment file with respect to Claims Plan and application to case at hand. Research issue of scope of Claims Plan. Courier and email materials to Receiver. Telephone call from I. Penney regarding AON and forward email. | 4.90  |
| BCG | Jan 29, 2007 | Work on file for the period January 19, 2007 to January 29, 2007 including review of various emails and materials received in the matter during absence, telephone discussions with I. Penney and S. Kavanagh regarding Cold North issues, conference call with B. Bougie, S. Kavanagh and I. Penney, conference with N. Jacobs, emails regarding George Baker document, review of various emails and materials received, telephone discussions with I. Penney and S. Kavanagh regarding Cold North issues, conference call regarding Application, review of Cold North  | 7.80  |



Deloitte & Touche Inc.  
 Attn: Ian Penney  
 Fort William Place  
 10 Factory Lane  
 St. John's NL A1C 6H5

January 31, 2007  
 File No. NF8180-00020  
 Invoice No. 81517283  
 GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|                   |              |  | HOURS              |
|-------------------|--------------|--|--------------------|
|                   |              | Agreement, further email from S. Kavanagh regarding Cold North.  |                    |
| KAW               | Jan 29, 2007 | Reviewing PPSA search report regarding GE and preparing Affidavit of Service. Forwarding application to Receiver and to counsel for Summerside/Sogelco.  | 0.70               |
| BCG               | Jan 30, 2007 | Review of Court Application. Email from I. Penney regarding Shippagan appraisal and review. Further emails regarding Cold North Agreement - R. Coombs. Emails regarding Bank of Nova Scotia Indemnity and Application. Further emails regarding various issues including Shippagan, Application and related. Email regarding Shippagan offer. Email regarding Bank of Nova Scotia Indemnity from S. Kavanagh and reply. Further preparation for Application. | 4.30               |
| KAW               | Jan 31, 2007 | Discussion with B. Grant.  | 0.30               |
| KAW               | Jan 31, 2007 | Telephone calls to Supreme Court and receipt of Order.   | 0.40               |
| <b>Total Fees</b> |              |  | <u>\$38,285.80</u> |

| TIMEKEEPER SUMMARY         | RATE   | HOURS | FEE       |
|----------------------------|--------|-------|-----------|
| Bill Sheppard              | 65.00  | 0.50  | 32.50     |
| Sylvia Barnes              | 78.00  | 0.35  | 27.30     |
| Corporate Records - Local  | 80.00  | 1.00  | 80.00     |
| Denise L. Doiron-Bourgeois | 140.00 | 3.40  | 476.00    |
| Kim Walsh                  | 150.00 | 29.80 | 4,470.00  |
| Susan Norman               | 175.00 | 0.20  | 35.00     |
| Christopher J. Stewart     | 265.00 | 1.30  | 344.50    |
| Bruce Grant                | 275.00 | 65.40 | 17,985.00 |
| Neil Jacobs                | 275.00 | 53.70 | 14,767.50 |
| Keith Boswell              | 340.00 | 0.20  | 68.00     |

Deloitte & Touche Inc.  
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10 Factory Lane  
St. John's NL A1C 6H5

January 31, 2007  
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GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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| TIMEKEEPER SUMMARY   | RATE | HOURS  | FEE         |
|----------------------|------|--------|-------------|
| TOTAL HOURS AND FEES |      | 155.80 | \$38,285.80 |

DISBURSEMENTS

DISBURSEMENTS SUMMARY:

|                             |        |
|-----------------------------|--------|
| PPRS Search Fees            | 16.00  |
| Restaurant Costs            | 20.74  |
| Courier/Delivery            | 29.37  |
| Miscellaneous Taxable       | 15.00  |
| Photocopies                 | 305.25 |
| Postage                     | 32.00  |
| Search Fees                 | 50.00  |
| Taxi Charges                | 13.20  |
| Telephone Long Distance     | 30.10  |
| * Registry of Supreme Court | 78.00  |

\* Items Not Subject to HST

**Total Disbursements** \$589.66

|                                     |             |
|-------------------------------------|-------------|
| Total Fees and Disbursements        | \$38,875.46 |
| HST on Taxable Fees & Disbursements | 5,431.64    |
| PST on Taxable Fees                 | 7.21        |

TOTAL DUE AND OWING \$44,314.31

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

#  
5510 - 38,285.80  
5350 - 596.87  
5366 - 5431.64

#44,314.31

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

March 28, 2007  
Invoice No. 81527333  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |  | HOURS |
|-----|--------------|--|-------|
| NLJ | Feb 12, 2007 | Review email of B. Grant respecting Sogelco.<br>Review email of I. Penney with revised Affidavit<br>ad forward to B. Grant. Review email of B. Grant<br>regarding Affidavit and Proof of Claim.  | 0.50  |
| NLJ | Feb 13, 2007 | Review email of Hooley and B. Grant regarding<br>original application and advise B. Grant respecting<br>same.  | 0.20  |
| BCG | Feb 16, 2007 | Review of Affidavit of I. Penney and forwarding.<br>Review of Proof of Claim of Slaney. Receipt and<br>review of email regarding WHSCC Proof of<br>Claim and review. Email to I. Penney. Telephone<br>discussions with I. Penney regarding J. Maynard,<br>Slaney, WHSCC, tenders and all related. Email to<br>J. Maynard. Work regarding Cheticamp Proof of<br>Claim and email to municipal authority. | 1.80  |
| NLJ | Feb 19, 2007 | Review emails of D. Simmons. Advise I. Penney<br>respecting Century Seafoods.  | 0.20  |
| NLJ | Feb 26, 2007 | Telephone call to B. Grant regarding claims<br>process. Review email and information on<br>Manulife.   | 0.40  |
| BCG | Feb 26, 2007 | Receipt of Proof of Claim by Town of Englee,<br>review and forwarding. Email from D. Hooley<br>regarding Sogelco and reply. Emails regarding<br>Daley Brother's insurance and Sogelco. Work<br>regarding claims and opinion letter. Review of  | 1.60  |

Deloitte & Touche Inc.  
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March 28, 2007  
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GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

Page 2

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | Intervess county claim.   |       |
| BCG | Feb 27, 2007 | Receipt of claim from Englee. Email to J. Maynard regarding Sogelco stay of proceedings' issues and related.  | 0.60  |
| BCG | Feb 28, 2007 | Work regarding claim process.   | 1.20  |
| BCG | Mar 1, 2007  | Telephone discussions with R. French regarding claim for Connors Brothers. Review of Connors Brothers claim. Email to D. Hooley regarding Sogelco claim. Receipt of letter from French and related regarding Gestion claim. Further work regarding claims.  | 1.40  |
| KAW | Mar 1, 2007  | Emails to LaScie and CRA (NB) regarding proof of claim.   | 0.30  |
| KAW | Mar 1, 2007  | Preparing affidavit regarding service of proof of claim.  | 0.40  |
| KAW | Mar 1, 2007  | Reviewing submitted proofs of claim.  | 0.50  |
| BCG | Mar 2, 2007  | Email from D. Hooley regarding Sogelco claim. Email regarding Connors' claim. Email from I. Penney regarding final tender package. Review of tender and comments. Receipt of further information from Westons regarding claim. Further email from I. Penney regarding claims. Telephone discussions with I. Penney regarding claims.  | 1.50  |
| BCG | Mar 5, 2007  | Email to J. Maynard regarding Sogelco and related. Further emails with J. Maynard and replies. Work regarding claims. Further emails with J. Maynard regarding Sogelco claim. Further email from J. Maynard. Email to K. Boswell (PEI office). Meeting with I. Penney and related, preparation and followup. Emails regarding claims, Quebec government, conference with K. Walsh. Further conference with K. Walsh regarding claims. | 5.30  |
| KAW | Mar 5, 2007  | Telephone call with town clerk at LaScie and email to D. Theriault at CRA (New Brunswick).  | 0.40  |
| KAW | Mar 5, 2007  | Discussion with B. Grant regarding disallowance   | 0.30  |

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Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
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St. John's NL A1C 6H5

March 28, 2007  
File No. NF8180-00020  
Invoice No. 81527333  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

Page 3

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|     |             |   | HOURS |
|-----|-------------|---|-------|
|     |             | notice and related.   |       |
| KAW | Mar 5, 2007 | Preparing disallowance notice.  | 0.40  |
| KAW | Mar 5, 2007 | Reviewing correspondence from CSST (Quebec).  | 0.20  |
| KAW | Mar 6, 2007 | Meeting with B. Grant regarding municipal taxes, reviewing Asset Sale Agreement, reviewing letter to CSST (Que.) and preparing and serving Notices of Disallowance.   | 0.80  |
| KMB | Mar 6, 2007 | Receipt and review of correspondence from and correspondence to Bruce Grant re Sea Treat receivership; review correspondence from John Maynard; telephone consultation with Bruce Grant re motion by Sogelco for lifting of stay of proceedings in Newfoundland; related discussions on file;   | 0.40  |
| BCG | Mar 6, 2007 | Email from K. Boswell regarding Sogelco matter. Review of letter received from Quebec counsel regarding Workers' claim and reply. Conference with K. Walsh. Review of letter received from O'Brien & Associates regarding Century Seafoods. Email to J. Maynard regarding representation of Bank of Nova Scotia. Telephone discussions with K. Boswell. Work regarding disallowances of claim with K. Walsh. Work regarding tax indemnity issue with K. Walsh. Telephone discussions with I. Penney. Email from I. Penney. Email to I. Penney regarding taxes. Work with K. Walsh regarding municipal taxes. Further work regarding Quebec claim. Email regarding DFO. Emails regarding taxes and claims. Discussions with S. Kavanagh and I. Penney. | 5.00  |
| BCG | Mar 7, 2007 | Email to S. Kavanagh regarding claims process. Conference with K. Walsh regarding notices and in relation to bankruptcy application. Various emails from I. Penney and K. Walsh. Follow up with S. Kavanagh regarding Nortip security. Work on tax accounts.  | 2.00  |
| KAW | Mar 7, 2007 | Meeting with B. Grant regarding Notices of Disallowance.  | 0.30  |

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March 28, 2007  
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GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
| KAW | Mar 7, 2007  | Preparing confidentiality agreement.   | 1.20  |
| KAW | Mar 7, 2007  | Telephone call from I. Penney and reviewing transcript of registry for Missing Link I.   | 0.20  |
| BCG | Mar 8, 2007  | Work regarding tenders. Email from and to S. Kavanagh. Work regarding claims process. Emails regarding Sogelco, J. Maynard and related. Forwarding documents to S. Kavanagh regarding claims. Receipt of supplementary letter regarding Weston claim. Further work on claims. Email from J. Maynard and reply. Final determinations regarding claims work. | 3.80  |
| BCG | Mar 9, 2007  | Email from J. Maynard and reply. Email to J. Maynard. Telephone discussions with B. Kee, Department of Finance, regarding NB municipal taxes.  | 0.90  |
| BCG | Mar 12, 2007 | Email from D. Hooley regarding Sogelco. Telephone discussions with K. Hollett. Further discussions with K. Hollett. Forwarding documentation to K. Hollett regarding Englee. Email, I. Penney regarding Roddickton / Bank of Nova Scotia. Further discussions with K. Hollett regarding Englee.  | 1.40  |
| BCG | Mar 14, 2007 | Emails from I. Penney and review. Telephone discussions with I. Penney. Email regarding claims process.  | 0.90  |
| BCG | Mar 15, 2007 | Email from and to I. Penney. Emails regarding Attorney General's office in NB and disallowance. Work on claims. Conference with K. Walsh regarding claims.   | 1.50  |
| KAW | Mar 15, 2007 | Follow up regarding registration of LeBlanc release.   | 0.20  |
| KAW | Mar 15, 2007 | Receipt of email regarding Department of Finance (NB) disallowance and email to B. Grant regarding same.   | 0.30  |
| KAW | Mar 15, 2007 | Reviewing email from K. Caverhill (NB) and telephone call regarding same.  | 0.30  |
| KAW | Mar 16, 2007 | Telephone call with K. Caverhill and consult with  | 0.50  |

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Fort William Place  
10 Factory Lane  
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March 28, 2007  
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GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | B. Grant regarding New Brunswick Department of Finance claim.  |       |
| CJS | Mar 16, 2007 | Prepare Affidavits of Subscribing Witness. Letter to K. Walsh.   | 0.40  |
| BCG | Mar 16, 2007 | Emails regarding claims process and Slaney. Work regarding Notices of Allowance and Notices of Deferral. Conference with K. Walsh regarding NB Department of Finance claim. Receipt of NB claimant letter. Forwarding allowances and deferrals on claims. Emails to I. Penney regarding claims including Shippagan. Receipt of tender bids and review. Telephone discussions with I. Penney regarding claims, Shippagan and Sea Treat claim versus RCMP. Emails regarding RCMP claim and B. Murphy. Email from Department of Justice (NB) and related. | 3.20  |
| BCG | Mar 19, 2007 | Email from I. Penney regarding NB Department of Finance and Shippagan claims. Email to J. Maynard regarding Sogelco. Work regarding NB claim and related emails and Notice of Deferral. Work regarding claims issues.  | 2.00  |
| KAW | Mar 20, 2007 | Reviewing email and notices of deferral/allowance.   | 0.20  |
| BCG | Mar 21, 2007 | Email from I. Penney regarding White Ottenheimer & Baker claim. Telephone discussions with G. Dickie. Email to G. Dickie regarding allowance. Email to I. Penney regarding insurance on Missing Link. Telephone discussions with I. Penney regarding various issues. Emails regarding Sogelco to I. Penney and J. Maynard.   | 1.40  |
| BCG | Mar 22, 2007 | Further emails regarding Missing Link. Receipt and review of fax from NB Department of Finance. Telephone discussions with K. Slaney. Email regarding bank wire transfer. Email to J. Maynard. Email from and to S. Kavanagh regarding claims' process. Further email and reply to S. Kavanagh regarding dating of claims' replies.  | 1.50  |

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Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

March 28, 2007  
File No. NF8180-00020  
Invoice No. 81527333  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|                   |              |   | HOURS              |
|-------------------|--------------|---|--------------------|
| BCG               | Mar 23, 2007 | Email from I. Penney regarding claims' process. | 0.20               |
| CAS               | Mar 23, 2007 | Prepare Form 27.                                | 1.00               |
| BCG               | Mar 26, 2007 | Telephone discussions with I. Penney.           | 0.30               |
| <b>Total Fees</b> |              |   | <u>\$13,243.50</u> |

| TIMEKEEPER SUMMARY          | RATE   | HOURS        | FEE                |
|-----------------------------|--------|--------------|--------------------|
| Carla A. Steele             | 90.00  | 1.00         | 90.00              |
| Kim Walsh                   | 200.00 | 6.50         | 1,300.00           |
| Neil Jacobs                 | 275.00 | 1.30         | 357.50             |
| Christopher J. Stewart      | 275.00 | 0.40         | 110.00             |
| Bruce Grant                 | 300.00 | 37.50        | 11,250.00          |
| Keith Boswell               | 340.00 | 0.40         | 136.00             |
| <b>TOTAL HOURS AND FEES</b> |        | <b>47.10</b> | <b>\$13,243.50</b> |

DISBURSEMENTS

DISBURSEMENTS SUMMARY:

|                         |        |
|-------------------------|--------|
| Restaurant Costs        | 34.34  |
| Photocopies             | 102.75 |
| Taxi Charges            | 26.36  |
| Telephone Long Distance | 0.62   |

\* Items Not Subject to HST

**Total Disbursements** \$164.07



Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

March 28, 2007  
File No. NF8180-00020  
Invoice No. 81527333  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|                                     |                           |
|-------------------------------------|---------------------------|
| Total Fees and Disbursements        | \$13,407.57               |
| HST on Taxable Fees & Disbursements | 1,877.06                  |
| PST on Taxable Fees                 | 14.42                     |
| <b>TOTAL DUE AND OWING</b>          | <b><u>\$15,299.05</u></b> |

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*

Remittance Page

# STEWART MCKELVEY

NEWFOUNDLAND OFFICE  
St. John's

Remit to:  
- PO Box 5038, Suite 1100, Cabot Place  
100 New Gower Street, St. John's, NL Canada, A1C 5V3  
Tel. 709.722.4270 Fax 709.722.4565  
GST Registration No. R121769053

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Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

Our File: NF8180-00020  
Invoice: 81527333  
Date: March 28, 2007

RE: Sea Treat Limited et. al., In Receivership

Please return this page with your remittance so we may ensure your account is properly credited.

|                                     |                    |
|-------------------------------------|--------------------|
| For Professional Services Rendered: | \$13,243.50        |
| Disbursements Incurred:             | 164.07             |
| HST:                                | 1,877.06           |
| PST:                                | <u>14.42</u>       |
| Total Account Due:                  | <u>\$15,299.05</u> |

Grant, Bruce

## Account rendered in Canadian Dollars

**Payment Accepted by Electronic Funds Transfer:**

Wire Payment Instructions:

Royal Bank of Canada

Main Branch,

226 Water Street, St. John's, NL

Stewart McKelvey Stirling Scales – General Account

Transit#Bank#: 09453-003

Account No. 000-080-2

Swift Code: ROYCCAT2

For more info please contact the Accounts Receivable Clerk at 709-722-4270

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

February 26, 2007  
Invoice No. 81521835  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |   | HOURS |
|-----|--------------|---|-------|
| KMB | Jan 26, 2007 | Receipt and review of correspondence from David Hooley regarding Sea Treat Limited Receivership;  | 0.20  |
| KMB | Jan 30, 2007 | Receipt and review of correspondence from David Hooley regarding Sea Treat Receivership;  | 0.20  |
| NLJ | Jan 30, 2007 | Review email of S. Kavanagh with indemnities executed. Review reply of B. Grant regarding indemnity. Review email of I. Penney and reply regarding possible sale of Shippagan. Telephone call from I. Penney regarding status of discussion with D. Simmons. Telephone call to D. Simmons regarding status of AON. Reviewing Affidavit of Service and discuss with K. Walsh. Telephone call to I. Penney regarding discussion with D. Simmons (voice mail). Revise Notice in accordance with comment of I. Penney. Review email of D. Hooley. Review email of B. Grant in reply to I. Penny. Email circulating redraft of Order. Meeting with B. Grant to discuss application and Hooley email. Review reply of I. Penney respecting notice. Telephone call to I. Penney regarding D. Simmons and Proof of Claim. | 2.90  |
| BCG | Jan 31, 2007 | Preparation for hearing and attendance at Court regarding claims plan and distribution. Receipt and review of email from D. Hooley. Email with I. Penney regarding indemnity. Email with S.   | 4.00  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

February 26, 2007  
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Invoice No. 81521835  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              | HOURS  |      |
|-----|--------------|--|------|
|     |              | Kavanagh regarding Cold North issues. Further email in relation to indemnity. Email regarding standard proof of claim form. Receipt and review of email with signed Court Order of January 31, 2007. Email from I. Penney regarding proof of claim, distribution and reply. Email from I. Penney regarding accounts collection. Review of email from D. Simmons. Email regarding Cold North Agreement. Telephone discussions with I. Penney regarding Cold North Agreement. Further discussions with I. Penney regarding Cold North issues and Shippagan letter. |      |
| NLJ | Jan 31, 2007 | Research case law in preparation for application. Telephone call to D. Simmons regarding AON and reply. Review email of D. Simmons regarding AON and forward to I. Penney. Meeting with B. Grant in preparation of Court. Attendance at Applications Court. Review email of I. Penney. Email D. Simmons respecting Statement of Claim and bank information. Review email of I. Penney respecting Notice and execution page. Review email of K. Walsh regarding Order. Review Order of Court.   | 4.00 |
| BCG | Feb 1, 2007  | Email from I. Penney regarding Shippagan properties and related. Further work on proof of claim process. Conference with K. Walsh and N. Jacobs and work regarding forwarding of proof of claim to claimants. Work regarding Sogelco matter. Work on various files. Further work regarding proof of claim to be distributed to claimants.  | 5.80 |
| NLJ | Feb 1, 2007  | Meeting with B. Grant and K. Walsh regarding Proof of Claim and service of Notices. Telephone call to B. Grant regarding letter. Review email of B. Grant with letter and reply. Review email and attachments of K. Walsh respecting notices. Review email of B. Grant regarding Proof of Claim. Telephone call from D. Simmons.   | 1.70 |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

February 26, 2007  
File No. NF8180-00020  
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GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |             |  | HOURS |
|-----|-------------|--|-------|
| KAW | Feb 1, 2007 | Revising and arranging service of Notice regarding Proof of Claims. Reviewing letter to potential claimants and proof of claim form. Emails with B. Grant and N. Jacobs.   | 1.20  |
| KAW | Feb 2, 2007 | Receipt of emails from respondents regarding claims process and reply to same.   | 0.50  |
| BCG | Feb 2, 2007 | Work with P. Bailey regarding forwarding Proof of Claim and Notice to creditors. Further work regarding Proof of Claim delivery and service. Work regarding various issues including Shippagan and Proof of Claim.   | 2.50  |
| BCG | Feb 5, 2007 | Receipt and review of fax from New Brunswick tax authority and related. Email from B. Smart regarding Connors Brothers' claim and circulation. Email from I. Penney and reply. Conference call regarding all issues and related emails. Telephone discussions with I. Penney.  | 2.30  |
| NLJ | Feb 5, 2007 | Review letter of Bruce Smart regarding Connors Brothers. Review email of D. Simmons regarding solicitor of record - Fruits de Mers. Review email of B. Grant regarding Proof of Claim process.   | 0.70  |
| BCG | Feb 6, 2007 | Work regarding Connors Brothers claim. Draft response to J. Hutchings regarding Critch receivable and circulation. Telephone discussions with I. Penney. Further work regarding Sogelco and questionnaires. Further work regarding questionnaires. Email from D. Hooley regarding Sogelco and reply. Email from I. Penney regarding J. Hutchings response, amendment and reply. Further work regarding questionnaires and letters. | 4.50  |
| KMB | Feb 6, 2007 | Receipt and review of correspondence regarding Sea Treat Limited receivership from Bruce Grant;  | 0.20  |
| NLJ | Feb 6, 2007 | Review letter to J. Hutchings. Review email on Sogelco claim. Review email of D. Hooley and replies of B. Grant regarding Notice.  | 0.50  |
| BCG | Feb 7, 2007 | Telephone discussions with J. Hutchings. Emails  | 2.80  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

February 26, 2007  
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Invoice No. 81521835  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |             |   | HOURS |
|-----|-------------|---|-------|
|     |             | regarding Hutchings' response. Further emails with S. Kavanagh and I. Penney regarding Hutchings' response. Telephone discussions with I. Penney regarding Sogelco, response to D. Hooley. Work regarding questionnaires, further emails. Conference with N. Jacobs. Email from S. Kavanagh. Email to J. Hutchings regarding receivables.   |       |
| NLJ | Feb 7, 2007 | Reviewing email of B. Grant to D. Hooley regarding Proof of Claim process. Telephone call to B. Grant and Tessier regarding land at Englee and return call.   | 0.40  |
| KAW | Feb 7, 2007 | Meeting with B. Grant regarding Conpak and letter to R. Stack regarding same.   | 0.40  |
| BCG | Feb 8, 2007 | Email from D. Hooley and reply. Conference and email with N. Jacobs regarding Sogelco Affidavit. Work regarding questionnaire, follow up, letters and questionnaires, forwarding to I. Penney and S. Kavanagh. Email to I. Penney regarding questionnaires. Email from I. Penney regarding AON claim. Work regarding claim process. Further work regarding claim. Conference with K. Walsh. Further conference with K. Walsh regarding Conpak. Review of Affidavit of I. Penney regarding inventory. Telephone discussions regarding Conpak receivable with R. Cullen. Work regarding distribution / claim. Email from D. Hooley. | 5.90  |
| NLJ | Feb 8, 2007 | Review email of Hooley regarding training assets and Affidavit. Review emails of B. Grant (2) and Affidavits. Telephone call to I. Penney regarding Englee and Affidavit. Draft Affidavit of I. Penney. Review email of B. Grant and reply of I. Penney. Telephone call to B. Grant respecting questions for T. Daley. Review letters of D. Hooley regarding Baader Equipment. Revise Affidavit of I. Penney. Email I. Penney with Affidavit for comment. Review comments of B.   | 2.60  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

February 26, 2007  
File No. NF8180-00020  
Invoice No. 81521835  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Grant on Affidavit. Review email of B. Grant and reply of D. Hooley respecting Affidavit.  |       |
| BCG | Feb 9, 2007  | Further email to D. Hooley regarding Sogelco claim. Emails regarding Baie Trintie invoices and review. Telephone discussions with I. Penney regarding residuals and related. Work regarding questionnaires.  | 1.90  |
| DLG | Feb 12, 2007 | Telephone call from G. Haley of Deloitte Touche. Reviewing requirements in legislation. Searching for newspapers in Shippagan. Telephone call to Telegraph Journal. Telephone call to L'Acadie Nouvelle. Telephone call from L'Acadie Nouvelle. Emailing G. Haley.   | 1.50  |
| BCG | Feb 12, 2007 | Review of Sea Treat invoices and email to I. Penney regarding same. Emails regarding invoices for Sea Treat / International Bait Supply. Telephone discussions with I. Penney and amending questionnaire regarding invoice issue. Email to J. Maynard regarding Sogelco claim. Work regarding Sogelco claim. Work regarding questionnaire.   | 3.20  |
| BCG | Feb 13, 2007 | Email from D. Hooley regarding Affidavit. Email to N. Jacobs and I. Penney regarding Affidavit. Receipt of correspondence regarding ConPak claim. Telephone discussions with I. Penney. Email from J. Hutchings regarding Barry Group issue and reply. Email from J. Maynard regarding document review. Email to I. Penney.  | 1.40  |
| BCG | Feb 14, 2007 | Email from J. Hutchings and reply. Email from J. Maynard and reply. Email from I. Penney regarding Affidavit, email to I. Penney, voice mail. Email to I. Penney regarding documents and email I. Penney regarding Barry claim and various replies. Telephone discussions with J. Hutchings regarding Barened and St. Paul's. Review of claim replies received. Review of accounts receivable. | 3.50  |
| BCG | Feb 15, 2007 | Review of claims - Cheticamp and Nortip.   | 2.20  |

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February 26, 2007  
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Invoice No. 81521835  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | Conference with K. Walsh regarding claims.<br>Work regarding questionnaires and claims.<br>Telephone discussions with I. Penney regarding<br>M. Maynard, Barry claim, CFIA.   |       |
| KAW | Feb 15, 2007 | Receipt and review of Nortip Proof of Claim and<br>emails with B. Grant regarding same.   | 0.40  |
| KAW | Feb 15, 2007 | Review of Inverness County Proof of Claim.  | 0.30  |
| KAW | Feb 19, 2007 | Telephone call from counsel for Town of<br>Roddickton regarding Proof of Claim.   | 0.20  |
| BCG | Feb 19, 2007 | Email regarding WHSCC / Daley. Email from I.<br>Penney regarding Century Seafoods information.<br>Telephone discussions with I. Penney regarding<br>Century Seafoods. Review of claims / claim<br>process.  | 0.80  |
| BCG | Feb 21, 2007 | Receipt of Proof of Claim regarding Conpak and<br>review. Telephone discussions with I. Penney<br>regarding tenders, AON, Century Seafoods,<br>claims. Email from R. Cullen regarding Conpak<br>claim and reply. Email regarding Fruits de Mer<br>Shippagan law suit. | 1.10  |

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 10 Factory Lane  
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February 26, 2007  
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 Invoice No. 81521835  
 GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|                   |              |  | HOURS              |
|-------------------|--------------|--|--------------------|
| BCG               | Feb 22, 2007 | Email from I. Penney regarding K. Robinson. Preparation and drafting of letter. Telephone discussions with I. Penney regarding Roddickton insurance and Dyrat Holdings. Review of claim. Work regarding Sogelco matter. Telephone discussions regarding letter to Roddickton tenant and related. Reply from J. McKnight and forwarding regarding Sogelco. Further emails (3) regarding Roddickton insurance. Email from J. Maynard. Further emails regarding Roddickton insurance. | 3.00               |
| BCG               | Feb 23, 2007 | Review of Corporations Act regarding change of directors respecting Century Seafoods. Email to I. Penney regarding Century Seafoods. Telephone discussions with I. Penney. Email regarding Century Seafoods. Work regarding claims received. Receipt of claim from Town of Roddickton and review.  | 2.20               |
| <b>Total Fees</b> |              |  | <u>\$18,589.00</u> |

| TIMEKEEPER SUMMARY          | RATE   | HOURS        | FEE                |
|-----------------------------|--------|--------------|--------------------|
| Denise L. Doiron-Bourgeois  | 140.00 | 1.50         | 210.00             |
| Kim Walsh                   | 175.00 | 3.00         | 525.00             |
| Neil Jacobs                 | 275.00 | 12.80        | 3,520.00           |
| Bruce Grant                 | 300.00 | 47.10        | 14,130.00          |
| Keith Boswell               | 340.00 | 0.60         | 204.00             |
| <b>TOTAL HOURS AND FEES</b> |        | <b>65.00</b> | <b>\$18,589.00</b> |

DISBURSEMENTS

DISBURSEMENTS SUMMARY:

|             |        |
|-------------|--------|
| Bailiff     | 30.00  |
| Print Three | 198.46 |

Deloitte & Touche Inc.  
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February 26, 2007  
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Invoice No. 81521835  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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DISBURSEMENTS SUMMARY:

|                                     |                           |
|-------------------------------------|---------------------------|
| Photocopies                         | 37.25                     |
| Postage                             | 32.20                     |
| Taxi Charges                        | 101.91                    |
| Telephone Long Distance             | 175.05                    |
| * Items Not Subject to HST          |                           |
| <b>Total Disbursements</b>          | <u>\$574.87</u>           |
| <br>                                |                           |
| Total Fees and Disbursements        | \$19,163.87               |
| HST on Taxable Fees & Disbursements | 2,682.94                  |
| PST on Taxable Fees                 | 21.62                     |
| <br>                                |                           |
| <b>TOTAL DUE AND OWING</b>          | <u><u>\$21,868.43</u></u> |

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

April 27, 2007  
Invoice No. 81532821  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |  | HOURS |
|-----|--------------|--|-------|
| KMB | Mar 29, 2007 | Correspondence from and to Bruce Grant re Sea Treat receivership;  | 0.25  |
| BCG | Mar 30, 2007 | Email from S. Kavanagh regarding approvals. Reply to S. Kavanagh.  | 0.30  |
| BCG | Apr 2, 2007  | Telephone discussions with E. Murphy of Department of Finance. Email from N. Snedden regarding Department of Finance claim and review of claim filed.                      | 0.60  |
| BCG | Apr 3, 2007  | Work regarding Department of Finance claim. Drafting Notice of Disallowance and forwarding to Department of Finance. Further emails regarding Department of Finance claim. | 0.60  |
| BCG | Apr 4, 2007  | Email from and to I. Penney regarding Englee claim. Email from and to I. Penney regarding Nortip claim.  | 0.60  |
| BCG | Apr 10, 2007 | Telephone discussions with I. Penney regarding various outstanding matters including claims' process and Sogelco. Email to S. Kavanagh regarding Nortip claim.             | 0.50  |
| BCG | Apr 12, 2007 | Email from NB Attorney General's Office and forwarding to I. Penney for review. Email to NB Attorney General's Office, email with I. Penney regarding sale of Shippagan.   | 0.60  |
| BCG | Apr 16, 2007 | Emails regarding BNS appeal regarding claims. Email regarding NB taxes. Review of Notice of  | 0.80  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

April 27, 2007  
File No. NF8180-00020  
Invoice No. 81532821  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |  | HOURS |
|-----|--------------|--|-------|
|     |              | Appeal.  |       |
| BCG | Apr 16, 2007 | Conference with K. Walsh regarding notices of dispute.   | 0.30  |
| KAW | Apr 16, 2007 | Reviewing email from S. Kavanagh, reviewing Bankruptcy rules and preparing Notice of Appeal.   | 0.50  |
| KAW | Apr 17, 2007 | Reviewing emails regarding appeal of receiver's determination.   | 0.30  |
| BCG | Apr 17, 2007 | Review of Notice of Appeal and email to I. Penney regarding Applications from BNS. Email from R. Cullen and reply. Email to S. Kavanagh.   | 0.70  |
| BCG | Apr 18, 2007 | Email from N. Snedden with K. Slaney letter and reply. Email from S. Kavanagh. Review of BNS Applications. Telephone discussions with I. Penney regarding appeals.   | 1.60  |
| BCG | Apr 19, 2007 | Providing response to K. Slaney letters. Further review of BNS Applications and sending of notices. Work on file. Telephone discussions with R. Cullen regarding Conpak claim.   | 2.70  |
| BCG | Apr 20, 2007 | Email regarding insurance coverage in relation to Slaney and reply.  | 0.20  |
| BCG | Apr 23, 2007 | Emails regarding K. Slaney. Telephone discussions with K. Slaney. Further discussions with K. Slaney. Emails regarding BNS documentation. Telephone discussions regarding appeals. Telephone discussions with I. Penney. | 2.10  |
| BCG | Apr 25, 2007 | Telephone discussions with C. Mills regarding vessel. Further call regarding K. Slaney. Further call from C. Mills regarding claims' appeal.   | 1.30  |
| BCG | Apr 26, 2007 | Telephone discussions regarding K. Slaney and claims.  | 0.90  |
| KAW | Apr 27, 2007 | Receipt of email from B. Grant and reply; letter from C. Mills; reviewing file to retrieve orders and forwarding to C. Mills.  | 0.50  |

**Total Fees**

\$4,490.00

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

April 27, 2007  
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Invoice No. 81532821  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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| TIMEKEEPER SUMMARY          | RATE   | HOURS        | FEE               |
|-----------------------------|--------|--------------|-------------------|
| Kim Walsh                   | 200.00 | 1.30         | 260.00            |
| Bruce Grant                 | 300.00 | 13.80        | 4,140.00          |
| Keith Boswell               | 360.00 | 0.25         | 90.00             |
| <b>TOTAL HOURS AND FEES</b> |        | <b>15.35</b> | <b>\$4,490.00</b> |

DISBURSEMENTS

DISBURSEMENTS SUMMARY:

|                         |       |
|-------------------------|-------|
| Courier/Delivery        | 12.37 |
| Courier/Delivery        | 14.59 |
| Photocopies             | 8.50  |
| Postage                 | 22.41 |
| Taxi Charges            | 13.20 |
| Telephone Long Distance | 21.90 |
| * Registry of Deeds     | 74.50 |

\* Items Not Subject to HST

**Total Disbursements** \$167.47

|                                     |            |
|-------------------------------------|------------|
| Total Fees and Disbursements        | \$4,657.47 |
| HST on Taxable Fees & Disbursements | 641.62     |
| PST on Taxable Fees                 | 9.54       |

**TOTAL DUE AND OWING** \$5,308.63

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

May 28, 2007  
Invoice No. 81537358  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |  | HOURS |
|-----|--------------|--|-------|
| BCG | Apr 27, 2007 | Receipt and review of fax from C. Mills regarding K. Slaney and forwarding to I. Penney. Reply to C. Mills. Telephone discussions with I. Penney. Email to S. Kavanagh regarding appeals. Email from S. Kavanagh. Further work regarding C. Mills.   | 1.70  |
| BCG | Apr 30, 2007 | Receipt and review of fax from K. Jerrett regarding Englee and reply to I. Penney. Preparation for meeting. Email to I. Penney and S. Kavanagh regarding outstanding matters. Various emails related to claims, bankruptcy and related work.   | 2.10  |
| BCG | May 1, 2007  | Emails regarding meeting, K. Slaney and outstanding matters. Further emails. Conference with K. Walsh regarding outstanding issues on claims. Research regarding enforcement of covenants. Teleconference with I. Penney and S. Kavanagh and related. Email to S. Kavanagh regarding outstanding issues, Notice of Disallowance regarding NB claim. Review of Bankruptcy Insolvency Act regarding interim receiver and trustee roles. Letter to K. Jerrett regarding Englee claim. Further work on file. | 4.30  |
| KAW | May 1, 2007  | Reviewing letter from counsel for Bank.  | 0.40  |
| BCG | May 2, 2007  | Telephone discussions with I. Penney regarding questionnaires. Emails regarding questionnaires   | 1.50  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

May 28, 2007  
File No. NF8180-00020  
Invoice No. 81537358  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | from I. Penney (6).   |       |
| BCG | May 3, 2007  | Further work regarding questionnaires / disclosures. Work regarding questionnaires. Emails from S. Kavanagh on claims process regarding appeals and review. Further work regarding appeals process and forwarding documents to claimants. | 2.50  |
| KAW | May 3, 2007  | Reviewing emails from S. Kavanagh regarding appeals of Conpak and Weston.   | 0.40  |
| BCG | May 4, 2007  | Further work regarding appeals. Emails regarding appeals. <del>Work regarding applications.</del>   | 3.30  |
| BCG | May 7, 2007  | Email from J. Hutchings, review and reply. Receipt and review of fax from C. Mills regarding K. Slaney claim and forwarding to I. Penney, Email from J. Hutchings regarding Bareneed property. Work regarding questionnaires.             | 2.90  |
| BCG | May 8, 2007  | Conference with K. Walsh regarding confirmatory Deed respecting Bareneed. Further work regarding information sheets, report to Interim Receiver. Forwarding documents to S. Kavanagh. Conference with K. Walsh regarding priority claim.  | 2.70  |
| KAW | May 8, 2007  | Discussion with B. Grant regarding appeals and confirmatory deed for Bareneed property.   | 0.20  |
| KAW | May 10, 2007 | Receipt of correspondence from counsel for Town of Roddickton and reply.  | 0.30  |
| KAW | May 10, 2007 | Emails with B. Grant regarding Roddickton claim.  | 0.20  |
| BCG | May 10, 2007 | Email from I. Penney regarding questionnaires. Emails regarding Roddickton claim and Jerrett inquiry. Review of application regarding K. Slaney claim and forwarding to I. Penney.  | 0.90  |
| BCG | May 14, 2007 | Preparation for hearing. Review of claims. Conference regarding Confirmation Agreement in relation to Bareneed property.  | 1.70  |
| KAW | May 15, 2007 | Preparing deed of confirmation - Bareneed.  | 1.40  |
| KAW | May 15, 2007 | Reviewing proof of claim and appeal regarding "Missing Link" and researching priorities issues.   | 1.20  |

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RE: Sea Treat Limited et. al., In Receivership

Page 3

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|                   |              |   | HOURS              |
|-------------------|--------------|---|--------------------|
| KAW               | May 16, 2007 | Discussion with B. Grant regarding appeal of Receiver's determination re: Missing Link.   | 0.40               |
| KAW               | May 16, 2007 | Telephone call with G. Dixon (Conpak) regarding appeal.   | 0.30               |
| KAW               | May 16, 2007 | Telephone call with R. Cullen (Conpak) regarding appeal.  | 0.20               |
| KAW               | May 16, 2007 | Emails with B. Grant regarding appeal.  | 0.20               |
| KAW               | May 16, 2007 | Further review of appeal re Missing Link and email to B. Grant.   | 2.50               |
| BCG               | May 16, 2007 | Conference with K. Walsh regarding claims approved - K. Slaney, Connors Brothers and Conpak. Email from K. Walsh regarding claims and forwarding to I. Penney.  | 0.70               |
| BCG               | May 17, 2007 | Email to I. Penney regarding K. Slaney analysis. Review of K. Walsh work. Email from K. McLellan regarding Conpak claim and reply. Email from S. Kavanagh regarding May 24 hearing. Review of Confirmatory Deed.          | 1.30               |
| BCG               | May 22, 2007 | Letter from K. Hollett regarding Englee and forwarding to I. Penney and S. Kavanagh.  | 0.40               |
| BCG               | May 23, 2007 | Telephone discussions with R. Cullen. Receipt of fax from K. McLellan regarding Conpak - Application to Intervene. Telephone discussions with I. Penney regarding status of all matters.                                  | 1.30               |
| BCG               | May 24, 2007 | Email from I. Penney and reply regarding hearing. Preparation for hearing and attendance at same. Email to I. Penney with report regarding hearing. Email to Intervenor and Bank regarding court proceedings and filings. | 2.60               |
| BCG               | May 25, 2007 | Draft Order from K. McLellan regarding intervention.  | 0.20               |
| KAW               | May 28, 2007 | Reviewing emails regarding appeals and discussion with B. Grant regarding same.   | 0.30               |
| <b>Total Fees</b> |              |   | <u>\$10,630.00</u> |



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May 28, 2007  
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Invoice No. 81537358  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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| TIMEKEEPER SUMMARY                  | RATE   | HOURS        | FEE                              |
|-------------------------------------|--------|--------------|----------------------------------|
| Kim Walsh                           | 200.00 | 8.00         | 1,600.00                         |
| Bruce Grant                         | 300.00 | 30.10        | 9,030.00                         |
| <b>TOTAL HOURS AND FEES</b>         |        | <b>38.10</b> | <b>\$10,630.00</b>               |
| <b>DISBURSEMENTS</b>                |        |              |                                  |
| <b>DISBURSEMENTS SUMMARY:</b>       |        |              |                                  |
| Photocopies                         |        |              | 62.25                            |
| Taxi Charges                        |        |              | 6.60                             |
| * Registry of Supreme Court         |        |              | (78.00)                          |
| * Items Not Subject to HST          |        |              |                                  |
| <b>Total Disbursements</b>          |        |              | <u><b>(\$9.15)</b></u>           |
| Total Fees and Disbursements        |        |              | \$10,620.85                      |
| HST on Taxable Fees & Disbursements |        |              | 1,497.84                         |
| <b>TOTAL DUE AND OWING</b>          |        |              | <u><u><b>\$12,118.69</b></u></u> |

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

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Deloitte & Touche Inc.  
Attn: Ian Penney  
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P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565

## STEWART MCKELVEY

June 28, 2007  
Invoice No. 81543114  
NF8180-00020

GST Registration No. R121769053

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|     |              |  | HOURS |
|-----|--------------|--|-------|
| BCG | May 28, 2007 | Conference with K. Walsh. Emails to I. Penney and S. Kavanagh regarding Englee and Bareneed. Email from K. McLellan regarding corporate materials and reply. | 0.80  |
| KAW | May 29, 2007 | Receipt of emails from G. Grant and I. Penney regarding Bareneed Deed and reviewing transfer deed.   | 0.40  |
| KAW | May 29, 2007 | Email to S. Kavanagh regarding Bareneed deed of confirmation.  | 0.20  |
| KAW | May 30, 2007 | Reviewing BNS appeals of receiver's claims determinations - Conpak and Connors.  | 0.70  |
| BCG | May 30, 2007 | Email from I. Penney regarding Englee and Bareneed. Email regarding Bareneed documents.  | 0.50  |
| KAW | Jun 1, 2007  | Emails with I. Penney and S. Kavanagh regarding Bareneed property.   | 0.30  |
| KAW | Jun 4, 2007  | Emails with B. Grant regarding Bareneed description.   | 0.20  |
| KAW | Jun 4, 2007  | Reviewing title to Bareneed site.  | 0.30  |
| KAW | Jun 4, 2007  | Email to S. Kavanagh regarding Bareneed description.   | 0.20  |
| BCG | Jun 4, 2007  | Email regarding Bareneed property.   | 0.30  |
| BCG | Jun 5, 2007  | Emails regarding Conpak claim and files. Further telephone discussions regarding Conpak claim.   | 0.70  |
| KAW | Jun 5, 2007  | Emails with S. Kavanagh and Receiver regarding   | 0.30  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
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June 28, 2007  
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Invoice No. 81543114  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | size of Bareneed property.  |       |
| KAW | Jun 5, 2007  | Receipt of further emails from S. Kavanagh and I. Penney and reply to same. Letter to counsel for Nu Sea Products.  | 0.40  |
| BCG | Jun 6, 2007  | Email regarding Bareneed property.  | 0.20  |
| BCG | Jun 7, 2007  | Email regarding Conpak and Connors claims.  | 0.20  |
| BCG | Jun 7, 2007  | Letter to J. Hutchings with Bareneed Deed. Work regarding Bareneed and claims' process.   | 1.20  |
| BCG | Jun 8, 2007  | Meeting with K. Walsh regarding Connors and Conpak claims. Telephone discussions with I. Penney.  | 0.70  |
| BCG | Jun 13, 2007 | Telephone discussions with I. Penney. Email I. Penney. Email regarding bankruptcy hearings, S. Kavanagh, I. Penney.   | 0.60  |
| BCG | Jun 15, 2007 | Telephone discussions with I. Penney regarding bankruptcy proceedings. Email with S. Kavanagh. Telephone discussions with C. Hickey. Email to parties regarding filing dates for Affidavits for Appeal. | 0.80  |
| BCG | Jun 18, 2007 | Email from C. Mills on filing dates and reply. Email from C. Hickey with Bankruptcy Order. Telephone discussions with C. Mills regarding application.   | 0.80  |
| BCG | Jun 19, 2007 | Telephone discussions with C. Mills. Forwarding documentation. Email from C. Mills regarding Slaney matter.   | 0.50  |
| BCG | Jun 19, 2007 | Emails with Grant Thornton. Email to B. Budgell.  | 0.40  |
| BCG | Jun 20, 2007 | Receipt and review of fax from C. Mills and reply.  | 0.30  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

June 28, 2007  
File No. NF8180-00020  
Invoice No. 81543114  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|                   |              |  | HOURS             |
|-------------------|--------------|--|-------------------|
| BCG               | Jun 26, 2007 | Receipt of Slaney appeal documents. Email to S. Kavanagh. Email to I. Penney. Email from S. Kavanagh regarding negotiations of claims. | 0.70              |
| BCG               | Jun 27, 2007 | Receipt and review of fax from Mills Hussey regarding Slaney proof of claim. Forwarding proof of claim from to C. Mills.               | 0.50              |
| <b>Total Fees</b> |              |  | <u>\$3,360.00</u> |

| TIMEKEEPER SUMMARY          | RATE   | HOURS | FEE        |
|-----------------------------|--------|-------|------------|
| Kim Walsh                   | 200.00 | 3.00  | 600.00     |
| Bruce Grant                 | 300.00 | 9.20  | 2,760.00   |
| <b>TOTAL HOURS AND FEES</b> |        | 12.20 | \$3,360.00 |

DISBURSEMENTS

DISBURSEMENTS SUMMARY:

|                            |      |
|----------------------------|------|
| Photocopies                | 1.25 |
| Telephone Long Distance    | 2.46 |
| * Items Not Subject to HST |      |

**Total Disbursements** \$3.71

Total Fees and Disbursements \$3,363.71  
HST on Taxable Fees & Disbursements 470.92

**TOTAL DUE AND OWING** \$3,834.63

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

June 28, 2007  
File No. NF8180-00020  
Invoice No. 81543114  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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Grant, Bruce  
E. & O.E.

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

July 30, 2007  
File No. NF8180-00020  
Invoice No. 81548753  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|     |              |   | HOURS |
|-----|--------------|---|-------|
|     |              | review of letter from C. Mills regarding Slaney and reply. Emails regarding Slaney claim.   |       |
| BCG | Jul 6, 2007  | Receipt of Slaney Affidavits and review. Email regarding Bareneed. Emails regarding Englee.   | 0.80  |
| BCG | Jul 11, 2007 | Emails regarding Conpak and Connors claims and replies.   | 0.40  |
| KAW | Jul 11, 2007 | Reviewing emails regarding Conpak appeal.   | 0.20  |
| KAW | Jul 12, 2007 | Telephone call with Judge Thompson's office.  | 0.20  |
| KAW | Jul 12, 2007 | Email to parties regarding filing of memoranda.   | 0.30  |
| KAW | Jul 12, 2007 | Reviewing Anchor Point title search and bank's security regarding same.   | 0.50  |
| KAW | Jul 13, 2007 | Receipt of email from counsel for bank and reply regarding filing of memoranda.   | 0.20  |
| KAW | Jul 13, 2007 | Telephone call with G. Dixon regarding settlement of Weston claim.  | 0.30  |
| KAW | Jul 13, 2007 | Reviewing email and letter from S. Kavanagh regarding Weston claim.   | 0.20  |
| KAW | Jul 13, 2007 | Telephone call from I. Penney regarding legal opinion and email regarding same.   | 0.30  |
| KAW | Jul 13, 2007 | Letter to I. Penney regarding legal opinion.  | 0.30  |
| KAW | Jul 13, 2007 | Emails with B. Grant regarding opinion.   | 0.20  |
| KAW | Jul 13, 2007 | Reviewing file for updated legal opinion.   | 0.30  |
| KAW | Jul 13, 2007 | Reviewing materials from counsel for Slaney.  | 0.30  |
| BCG | Jul 13, 2007 | Emails from Court and with K. Walsh regarding court filings for appeals and other matters and related. Receipt of Affidavit regarding Slaney claim. Telephone discussions with I. Penney.   | 1.10  |
| BCG | Jul 16, 2007 | Emails regarding appeal determination and acting lawyers. Review of appeal authorities from Cox & Palmer and Mills, Hussey, Pittman. Telephone discussions with S. Kavanagh regarding Kevin Slaney claim. Conference with K. Walsh regarding Weston claim and Conpak claim. Telephone discussions with S. Kavanagh. | 2.30  |
| NLJ | Jul 16, 2007 | Review email of K. Walsh and reply of I. Penney   | 0.30  |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

July 30, 2007  
File No. NF8180-00020  
Invoice No. 81548753  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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|                   |              |   | HOURS             |
|-------------------|--------------|---|-------------------|
|                   |              | regarding release of opinion.   |                   |
| BCG               | Jul 17, 2007 | Conference with K. Walsh. Email from K. McLennan and related.   | 0.50              |
| KAW               | Jul 17, 2007 | Meeting with B. Grant regarding Slaney appeal.  | 0.20              |
| KAW               | Jul 18, 2007 | Discussion with B. Grant regarding Conpak and Weston appeals.   | 0.30              |
| KAW               | Jul 18, 2007 | Reviewing orders regarding payment of receiver's costs and distribution of holdback.  | 0.60              |
| BCG               | Jul 18, 2007 | Preparation for Application and review of materials. Email to I. Penney. Attendance at Court on Application and related. Reporting to I. Penney in relation to hearing.   | 2.90              |
| KAW               | Jul 19, 2007 | Reviewing vesting and distribution orders in preparation of application regarding settlement of claims.   | 0.80              |
| KAW               | Jul 19, 2007 | Telephone call with C. Hickey regarding settlements and contents of order.  | 0.20              |
| KAW               | Jul 20, 2007 | Attending applications court regarding Conpak and Connors appeals.  | 0.70              |
| KAW               | Jul 23, 2007 | Email to B. Grant and reviewing email to I. Penney.   | 0.20              |
| BCG               | Jul 23, 2007 | Report regarding K. Slaney matter. Emails regarding Conpak and Western settlements / hearing. Telephone discussions regarding Slaney and Conpak matters Receipt of letter from C. Mills and circulating to parties. | 1.20              |
| BCG               | Jul 24, 2007 | Email to S. Kavanagh et. al. regarding K. Slaney Bill of Sale. Email from S. Kavanagh regarding K. Slaney.  | 0.40              |
| BCG               | Jul 25, 2007 | Email to I. Penney regarding claims determinations. Discussions with S. Kavanagh. Email regarding Englee.   | 0.60              |
| <b>Total Fees</b> |              |   | <u>\$5,892.50</u> |

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

July 30, 2007  
File No. NF8180-00020  
Invoice No. 81548753  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

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| TIMEKEEPER SUMMARY          | RATE   | HOURS        | FEE               |
|-----------------------------|--------|--------------|-------------------|
| Kim Walsh                   | 200.00 | 6.60         | 1,320.00          |
| Neil Jacobs                 | 275.00 | 1.90         | 522.50            |
| Bruce Grant                 | 300.00 | 13.50        | 4,050.00          |
| <b>TOTAL HOURS AND FEES</b> |        | <b>22.00</b> | <b>\$5,892.50</b> |

DISBURSEMENTS

DISBURSEMENTS SUMMARY:

|                         |      |
|-------------------------|------|
| Photocopies             | 3.75 |
| Taxi Charges            | 4.40 |
| Telephone Long Distance | 0.68 |

\* Items Not Subject to HST

**Total Disbursements** \$8.83

Total Fees and Disbursements \$5,901.33

HST on Taxable Fees & Disbursements 826.19

**TOTAL DUE AND OWING** \$6,727.52

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*



Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

*P O Box 5038, Suite 1100, Cabot Place  
100 New Gower Street  
St. John's, NL Canada A1C 5V3  
Telephone 709.722.4270  
Facsimile 709.722.4565*

## STEWART MCKELVEY

August 27, 2007  
Invoice No. 81552458  
NF8180-00020

*GST Registration No. R121769053*

Re: Sea Treat Limited et. al., In Receivership

**TO: Professional services rendered in acting on your behalf with respect to the above captioned matter including the following:**

|                   |              |   | HOURS           |
|-------------------|--------------|---|-----------------|
| NLJ               | Jul 25, 2007 | Review email of B. Grant and to I. Penny respecting Englee.                                       | 0.20            |
| BCG               | Jul 26, 2007 | Email regarding Englee.   | 0.20            |
| BCG               | Jul 30, 2007 | Emails.   | 0.30            |
| BCG               | Aug 6, 2007  | Email to S. Kavanagh regarding Slaney approach.<br>Email to K. McLellan regarding Proof of Claim. | 0.40            |
| BCG               | Aug 9, 2007  | Telephone discussions with Supreme Court representative regarding Order.                          | 0.20            |
| BCG               | Aug 16, 2007 | Telephone discussions with K. McLellan regarding Town of Englee.                                  | 0.30            |
| <b>Total Fees</b> |              |   | <u>\$475.00</u> |

| TIMEKEEPER SUMMARY          | RATE   | HOURS | FEE      |
|-----------------------------|--------|-------|----------|
| Neil Jacobs                 | 275.00 | 0.20  | 55.00    |
| Bruce Grant                 | 300.00 | 1.40  | 420.00   |
| <b>TOTAL HOURS AND FEES</b> |        | 1.60  | \$475.00 |

DISBURSEMENTS

Deloitte & Touche Inc.  
Attn: Ian Penney  
Fort William Place  
10 Factory Lane  
St. John's NL A1C 6H5

August 27, 2007  
File No. NF8180-00020  
Invoice No. 81552458  
GST Reg. # R121769053

RE: Sea Treat Limited et. al., In Receivership

Page 2

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DISBURSEMENTS SUMMARY:

\* Items Not Subject to HST

|                                     |                        |
|-------------------------------------|------------------------|
| <b>Total Disbursements</b>          | <u>\$0.00</u>          |
| <br>                                |                        |
| Total Fees and Disbursements        | \$475.00               |
| HST on Taxable Fees & Disbursements | 66.50                  |
| <br>                                |                        |
| <b>TOTAL DUE AND OWING</b>          | <u><u>\$541.50</u></u> |

THIS IS OUR ACCOUNT HEREIN  
STEWART McKELVEY

Grant, Bruce  
E. & O.E.

*Accounts are due when rendered. Interest will be charged  
on past due accounts at the rate of 2% per month.*

EXHIBIT "H"

SEA TREAT LIMITED AND CERTAIN RELATED COMPANIES  
 RECEIVER'S STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS  
 FOR THE PERIOD MAY 18, 2006 TO OCTOBER 19, 2007

**Cash Receipts**

|                                 |                     |
|---------------------------------|---------------------|
| Cash on hand as at May 18, 2007 | \$ 83,675.41        |
| Accounts receivable collection  | 172,420.56          |
| Mortgages receivable            | 260,598.13          |
| Other receivables               | 464,274.49          |
| Sale of inventory               | 292,189.35          |
| Inventory sale expenses         | -1,883.01           |
| Sale of equipment               | 2,732.00            |
| Sale of motor vehicle           | 28,600.00           |
| Sale of assets en bloc          | 7,500,000.00        |
| Sale of building - Roddickton   | 60,000.00           |
| Expenses re sale of building    | -548.46             |
| Sale of land - Shippigan        | 50,000.00           |
| Interest                        | 190,317.02          |
| Rental income                   | 43,025.40           |
| G.S.T. collected                | 11,972.17           |
| Other                           | 450,304.82          |
| <b>Total Cash Receipts</b>      | <u>9,607,677.88</u> |

**Cash Disbursements**

|   |                        |
|---|------------------------|
| Advertising                                       | 6,035.96               |
| Security costs                                    | 82,162.00              |
| Bank charges                                      | 968.65                 |
| Appraisal fees                                    | 4,600.00               |
| Utilities   | 26,166.54              |
| Property taxes                                    | 70,399.00              |
| Storage   | 77,041.13              |
| Rent  | 2,733.65               |
| Casual labour                                     | 18,093.59              |
| G.S.T. paid                                       | 191,883.54             |
| Other   | 58,751.13              |
| Insurance   | 181,402.30             |
| Receiver's fee                                    | 726,690.00             |
| Solicitor to estate                               | 416,589.82             |
| Payment to secured creditor                       | 6,500,000.00           |
| <b>Total Cash Disbursements</b>                   | <u>8,363,517.31</u>    |
| <b>Excess of cash receipts over disbursements</b> | <u>\$ 1,244,160.57</u> |

20060113515-13532

**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF** the *Bankruptcy and Insolvency Act*, RSC 1985, C. B-3, as amended (the "BIA")

**AND IN THE MATTER OF** the application ("Application") of Deloitte & Touche Inc. who seek:

- (1) approval of the accounts of the Receiver (as hereinafter defined) and its legal counsels (the "Accounts") and approval of payment of the Accounts;
- (2) approval of the Receiver's Statement of Receipts and disbursements from May 18, 2006 to October 19, 2007;
- (3) approval of the activities and conduct of the Receiver as set out in the Third Receiver's Report (as hereinafter defined);
- (4) approval for the distribution of the Second Distribution (as hereinafter defined) held by the Receiver in respect of the Estates as described herein;
- (5) confirmation of compliance with the Claims Plan established by Order of this Court on January 31, 2007; and
- (6) approval for the distribution of funds held by the Receiver to the proven creditors arising under the Claims Plan.

|                                  |                  |                 |
|----------------------------------|------------------|-----------------|
| Sea Treat Limited                | Estate No. _____ | Court No. 13515 |
| Daley Brothers Limited           | Estate No. _____ | Court No. 13516 |
| D.B.L. Fishing Company Limited   | Estate No. _____ | Court No. 13517 |
| 10561 Newfoundland Limited       | Estate No. _____ | Court No. 13518 |
| 10563 Newfoundland Limited       | Estate No. _____ | Court No. 13519 |
| Kegaska Seafoods Limited         | Estate No. _____ | Court No. 13520 |
| Missing Link Limited             | Estate No. _____ | Court No. 13521 |
| Grand Banker Enterprise Ltd.     | Estate No. _____ | Court No. 13522 |
| Anchor Shellfish Inc.            | Estate No. _____ | Court No. 13523 |
| Viking Sea Products Ltd.         | Estate No. _____ | Court No. 13524 |
| Vair Holdings Limited            | Estate No. _____ | Court No. 13525 |
| St. Paul Seafoods Ltd.           | Estate No. _____ | Court No. 13526 |
| CB Seafoods Limited              | Estate No. _____ | Court No. 13527 |
| Howard Turner and Sons Limited   | Estate No. _____ | Court No. 13528 |
| 513087 N.B. Inc.                 | Estate No. _____ | Court No. 13529 |
| Le Fruits De Mer Shippagan Ltee  | Estate No. _____ | Court No. 13530 |
| Cheticamp Packers (1991) Limited | Estate No. _____ | Court No. 13531 |
| La Digue Fisheries Limited       | Estate No. _____ | Court No. 13532 |

**IN THE MATTER OF 47(1) OF THE BANKRUPTCY AND INSOLVENCY  
ACT, R.S.C. 1985, C. B-3, AS AMENDED**

**ORDER**

**THIS APPLICATION** made by Deloitte & Touche Inc., in its capacity as Interim Receiver of Sea Treat Limited, Daley Brothers Limited, D.B.L. Fishing Company Limited, 10561

**Filed** Oct 30/07 [Signature]

Newfoundland Limited, 10563 Newfoundland Limited, Kegaska Seafoods Limited, Missing Link Limited, Grand Banker Enterprise Ltd., Anchor Shellfish Inc., Viking Sea Products Ltd., Vair Holdings Limited, St. Paul Seafoods Ltd., CB Seafoods Limited, Howard Turner and Sons Limited, 513087 N.B. Inc., Le Fruits De Mer Shippagan Ltee, Cheticamp Packers (1991) Limited and La Digue Fisheries Limited (the "Receiver") appointed pursuant to the Order of the Honourable Justice Orsborn dated May 18, 2006, for the relief set out in the Receiver's Application was heard this day.

**UPON READING** the Application of the Receiver, the First Receiver's Report dated June 19, 2006 as previously filed with this Honourable Court, the Second Receiver's Report dated January 19, 2007 as previously filed with the Honourable Court and the Third Receiver's Report dated October 19, 2007 and after hearing the submissions of counsel for the Receiver, counsel for The Bank of Nova Scotia, no one else appearing although duly served.

***Conduct***

1. THIS COURT ORDERS that the activities and conduct of the Receiver as set out in the Third Receiver's Report be and the same is hereby approved.

***Receipts and Disbursements***

2. THIS COURT ORDERS that the Receipts and Disbursements of the Receiver from May 18, 2006 to October 19, 2007 be and the same are hereby approved.

***Accounts***

3. THIS COURT ORDERS that the Accounts of the Receiver and the Receiver's legal counsels are approved.

***Distribution of Distributable Funds***

4. THIS COURT ORDERS that the Receiver distribute funds to proven creditors arising under the Claims Plan, as follows:
  - (a) The sum of twenty-two thousand three hundred ninety-three dollars (\$22,393.00) to Janes & Noseworthy Limited, Trustee of Conpak Seafoods Inc., a bankrupt;
  - (b) The sum of sixty-eight thousand seven hundred four dollars and ninety-six cents (\$68,704.96) to Weston Foods (Canada) Inc.; and
  - (c) The sum of three thousand three hundred ninety dollars (\$3,390.00) to counsel for Mr. Kevin Slaney as Court Costs in resolution of his claim.
  
5. THIS COURT ORDERS that, subject to payment under paragraph 4 of this Order and the retention of the Reserve, the Second Distribution of One Million Dollars (\$1,000,000.00) shall be distributed to the Bank.

***Claims Plan***

6. THIS COURT CONFIRMS that the Receiver's actions to date have complied with the Claims Plan established by Order of this Court on January 31, 2007.

***Recognition and Assistance***

7. THIS COURT REQUESTS the aid, recognition and assistance of any court, tribunal, administrative body or registrant in any jurisdiction in Canada in connection with the authority granted hereunder to proceed with and conclude the transactions contemplated by the Agreement.

Dated at St. John's, in the Province of Newfoundland and Labrador, this 26<sup>th</sup> day of October, 2007.

*J. Denis Deputy* Registrar  
Registrar

FOURTH REPORT OF DELOITTE RESTRUCTURING INC.

COURT NOS: 13515, 13516, 13517, 13518, 13519, 13520, 13521, 13522, 13523, 13524, 13525, 13526, 13527,  
13528, 13529, 13530, 13531, 13532

ESTATE NO: 51-125452

MARCH 13, 2023

## **Appendix B**

### **STATEMENT OF RECEIPTS AND DISBURSEMENTS**



District of: Newfoundland and Labrador  
Division No: 01  
Estate No: 51-125452

In the matter of the interim receivership of  
Sea Treat Limited and Certain Related Companies  
the town of Mount Pearl, in the Province of Newfoundland and Labrador

Form 12  
Final Statement of Receipts and Disbursement  
for the period from May 18, 2006 to February 21, 2023

**RECEIPTS**

|   |              |               |
|---|--------------|---------------|
| Proceeds from asset sales               | 7,680,783.54 |               |
| Settlement with insurance provider      | 2,091,802.00 |               |
| Settlement with Town of Shippagan, NB   | 750,000.00   |               |
| Settlement with guarantors              | 465,075.00   |               |
| Collection of other receivables         | 464,274.49   |               |
| Collection of foreign exchange contract | 450,304.82   |               |
| HST/GST refund                          | 342,175.62   |               |
| Sale of inventory                       | 290,306.34   |               |
| Collection of mortgages receivable      | 260,598.13   |               |
| Interest                                | 213,367.41   |               |
| Collection of accounts receivable       | 172,596.03   |               |
| Seizure of cash on hand                 | 85,564.80    |               |
| Rental income collected                 | 43,025.40    |               |
| HST/GST collected                       | 17,287.21    |               |
| Miscellaneous                           | 4,531.92     | 13,331,692.71 |

**TOTAL RECEIPTS**

13,331,692.71

**DISBURSEMENTS**

|   |              |              |
|---|--------------|--------------|
| Legal fees and disbursements                  | 1,066,729.22 |              |
| Receiver fees                                 | 969,699.39   |              |
| Settlement paid to Attorney General of Canada | 849,950.00   |              |
| HST/GST paid                                  | 372,462.37   |              |
| Other professional fees (expert witnesses)    | 219,245.86   |              |
| Insurance                                     | 181,402.30   |              |
| Storage fees                                  | 142,155.29   |              |
| Security                                      | 82,162.00    |              |
| Other disbursements                           | 55,352.91    |              |
| Property taxes                                | 42,059.79    |              |
| Utilities                                     | 26,166.54    |              |
| Casual labor                                  | 18,093.59    |              |
| Bank charges                                  | 6,262.53     |              |
| Advertising                                   | 6,035.96     |              |
| Appraisal fees                                | 4,600.00     |              |
| Rent  | 2,733.65     |              |
| Fees paid to official receiver                | 70.00        | 4,045,181.40 |

**Distribution to secured creditor**

|                               |              |              |
|-------------------------------|--------------|--------------|
| Payment to BNS                | 7,972,000.00 |              |
| Payment to priority creditors | 94,487.96    | 8,066,487.96 |

**TOTAL DISBURSEMENTS**

12,111,669.36

**AMOUNT RETAINED IN TRUST ACCOUNT**

1,220,023.35

**Note:**

In addition to the economic activity contained above, certain expenditures were paid directly by the Bank of Nova Scotia throughout the administration on the estate.

**DELOITTE RESTRUCTURING INC.**

Acting in its capacity as  
Court Appointed Interim Receiver of Sea Treat Limited and Certain Related Companies  
and not in its personal capacity

Per:



James Foran  
Senior Vice President

FOURTH REPORT OF DELOITTE RESTRUCTURING INC.

COURT NOS: 13515, 13516, 13517, 13518, 13519, 13520, 13521, 13522, 13523, 13524, 13525, 13526, 13527,  
13528, 13529, 13530, 13531, 13532

ESTATE NO: 51-125452

MARCH 13, 2023

## **Appendix C**

### **DECISION FROM COURT OF QUEEN'S BENCH OF NEW BRUNSWICK TRIAL DIVISION**

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK

TRIAL DIVISION

JUDICIAL DISTRICT OF MONCTON

Date: November 18, 2019  
Neutral Citation: 2019 NBQB 201

MC-522-2005

BETWEEN:

**Deloitte Restructuring Inc., formerly known as  
Deloitte & Touche Inc., as the Receiver for  
Daley Brothers Limited, Sea Treat Limited  
and Les Fruits de Mer Shippagan Ltée**

- and -

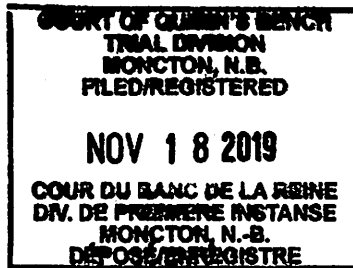
**Century Seafoods Limited**

Plaintiffs,

- and -

**The Attorney General of Canada**

Defendant.



**DECISION**

BEFORE:

Mr. Justice Jean-Paul Ouellette

AT:

Moncton, New Brunswick

DATES OF HEARING:

February 19, 20, 21, 25, 26, 27 and 28, 2019;  
March 5, 6, 7, 11, 12, 13, 14, 18, 19, 20, 21, 25  
and 26, 2019; and May 28, 2019

DATE OF DECISION:

November 18, 2019

APPEARANCES:

Michel St-Pierre and Rémy Boudreau, for the  
Plaintiffs;

Toni Abi Nasr, Eric Lafrenière and Joshua  
Wilner, for the Defendant.

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**[TRANSLATION]  
OUELLETTE, J.**

**A. Introduction**

[1] On May 2 and 3, 2003, the property of Les Fruits de Mer Shippagan Ltée (FMS) was the target of a series of arsons during which some traps for snow crab fishing, a warehouse, and a crab processing plant were completely destroyed. Three boats belonging to the Department of Fisheries and Oceans Canada (DFO), on loan to the Big Cove First Nations, as well as another boat, also burned up in this series of criminal incidents.

[2] This action, brought by Deloitte Restructuring Inc., receiver of the property of Daley Brothers Limited, Sea Treat Limited, Les Fruits de Mer Shippagan Ltée and Century Seafoods Limited, Plaintiffs, and the Attorney General of Canada, representing the Royal Canadian Mounted Police, the Defendant, is a claim in tort liability.

[3] The Plaintiffs allege that the Royal Canadian Mounted Police (RCMP), which provided police services for the Town of Shippagan at the time, failed to duly protect their property that was burned down. They claim that the RCMP knew or ought reasonably to have known that serious civil disobedience would occur when the Department of Fisheries and Oceans (DFO) fishing plan was released and should have been able to protect the FMS property destroyed by rioters. According to the Plaintiffs, the RCMP ought to have been able to call in its riot squad as well as the emergency response team (tactical squad) when the DFO published the fishing plan, or no later than after the first fire, when 300 crab traps were burned late in the evening on May 2, 2003.

[4] In its defence, the RCMP submits that the officials in its employ reacted promptly and took a measured approach in their responses following the unprecedented actions of the rioters who ruthlessly attacked FMS's property or the property (boats) of their crab suppliers who hold crab fishing quotas.

[5] In the alternative, the Defendant submits that Deloitte's claim for over \$40 million is excessive and, considering the monies received from its insurer and the Town of Shippagan, FMS and the other parties to the action have been compensated for their loss and, therefore, this action should be dismissed.

[6] The Court finds, for the following reasons, that Century Seafood Ltd. does not now and did not at the material time have any assets capable of giving rise to damages, that Sea Treat Ltd. was unable to establish a causal connection between the destroyed property capable of giving rise to a legal remedy, and the Plaintiffs were generally unable to establish any liability on the part of the RCMP giving rise to a cause of action.

## **B. Factual Background**

### **i. Daley Brothers Limited and the acquisition of the Shippagan "Basile Roussel" plant**

[7] Daley Brothers Limited (DBL), which is headquartered in Newfoundland, is a conglomerate of approximately 42 companies specializing in fish and seafood processing for the international market, with plants located in Newfoundland, Nova Scotia, New Brunswick and Quebec. Terry Daley and Aiden Daley are the majority shareholders and senior executives of these companies.

[8] In summer 2002, T. Daley learned that the "Basile Roussel" plant in Shippagan had been put up for sale and the asking price was an excellent opportunity for Daley

Brothers to take over a large share of the processing market, including snow crab processing, on the Acadian Peninsula. The plant in question had considerable fish and seafood-processing experience and held the requisite operating permits and certification. The opportunity would enable Daley Brothers to expand its conglomerate into a region where it had had no presence to date.

[9] On September 26, 2002, DBL bought the plant assets for processing snow crab and other species, located on 15<sup>ième</sup> Street in Shippagan near a warehouse located on Gauthier Boulevard. To locals, the plant was known as "Basile Roussel".

[10] This acquisition was made through a subsidiary, 603084 NB Inc., which became Les Fruits de Mer Shippagan Limitée (FMS). Purchased at a cost of \$2,000,000.00, the transaction closed on November 1, 2002. The plant on 15<sup>ième</sup> Street was set up to process snow crab, lobster and mackerel, and the one on Gauthier Boulevard to process herring.

[11] FMS would be a major supplier and facilitate the growth of Sea Treat Ltd., the company in the Daley Brothers conglomerate responsible for marketing all of its output, 50% of their market (earnings) being snow crab, 25-30% shrimp, 10% lobster, and the rest of its earnings being from other species processed at their plants.

[12] Les Fruits de Mer Shippagan had its own wharf to accommodate boats and unload their catches directly at the plant. Although the plant was already equipped to process crab, Daley Brothers had a new technology it was going to introduce at its new Shippagan plant.

[13] After modernizing the plant to process crab, adding a flowline technology designed to maximize product output and quality as well as operational efficiency with a

smaller workforce, FMS was the only plant on the Acadian Peninsula with this technology. Its operations were scheduled to begin when the snow crab fishing season opened in May 2003.

[14] In fact, after the alterations to the plant were complete, Les Fruits de Mer Shippagan brought in a large number of workers to witness the processing of 40,000 pounds of crab in only a few hours, and half the employees called in did not have anything to do.

[15] Daley Brothers hired Aurèle Albert to oversee the plant as general manager because of his vast experience in the field of fish and seafood processing and his relationships with the harvesters.

[16] Mr. Albert was the first employee hired by Daley Brothers. His job was to build good relationships with the harvesters in order to be able to buy additional crab that the recently purchased plant had been unable to obtain in previous years. The target output was 5.5 to 6 million pounds of crab, whereas the former B. Roussel plant had processed 2 million pounds in 2002.

[17] In the past, Mr. Albert had worked as general manager for Ichiboshi, a Japanese company with a crab processing plant in Caraquet. He was going to use the expertise he had gained over the years on behalf of FMS and its new owners. Mr. Albert knew the harvesters well and how to draw them to his new employer, necessarily to the detriment of all the other plants in the area.

[18] The methods he intended to use included offering these self-employed harvesters a higher price than paid by the plant's competitors, i.e., the other plants in the Shippagan area. Mr. Albert, aware of the harvesters' love of hunting, was going to



offer them moose-hunting trips to Newfoundland using the Daley Brothers plane to pick them up at the Pokemouche Airport near Shippagan and their helicopter in Newfoundland to take them to a sporting lodge owned by the Daleys to go hunting.

[19] T. Daley and his brother A. Daley, a qualified technician who had been with Daley Brothers since 1983, were in charge of the Shippagan plant conversion. They had moved to Shippagan in fall 2002. With their experience in the field, both were going to help secure the catches of various self-employed harvesters by drawing them in with the new facilities and extolling the virtues of the speedy unloading and processing of the crab, which would enable them to give the harvesters a better price for their catches. Several harvesters showed an interest in supplying their catches to FMS now, this newcomer to the industry in Shippagan, whether others liked it or not.

[20] Among these interested harvesters, one major potential client was the Big Cove First Nations, which had a quota potential of 1.6 - 1.7 million pounds of crab. Having supplied the Belle Île Fisheries plant in previous years, the First Nation committed itself to Daley Brothers to supply them with their catches from their own boat, the MNS, but also from their DFO boats, the V.H.M, the Gloucester II and the Sandra Caryne, for 2003. This would earn them over \$400,000.00 in additional revenue because of the \$0.25 per pound bonus promised by Daley Brothers and FMS.

ii. Royal Canadian Mounted Police

[21] The Attorney General of Canada is the authority against which actions involving the Royal Canadian Mounted Police (RCMP) are brought. Section 18 of the *Royal Canadian Mounted Police Act* describes the duties of the RCMP as follows:

**Duties**

**18. It is the duty of members who are peace officers, subject to the orders of the Commissioner,**

- a) to perform all duties that are assigned to peace officers in relation to the preservation of the peace, the prevention of crime and of offences against the laws of Canada and the laws in force in any province in which they may be employed, and the apprehension of criminals and offenders and others who may be lawfully taken into custody;**
- b) to execute all warrants, and perform all duties and services in relation thereto, that may, under this Act or the laws of Canada or the laws in force in any province, be lawfully executed and performed by peace officers;**
- c) to perform all duties that may be lawfully performed by peace officers in relation to the escort and conveyance of convicts and other persons in custody to or from any courts, places of punishment or confinement, asylums or other places; and**
- d) to perform such other duties and functions as are prescribed by the Governor in Council or the Commissioner.**

[22] The RCMP has an "Incident Management/Intervention Model" (IM/IM). While not a policy or guideline, the IM/IM is meant to be a learning tool used to train officers. The IM/IM is predicated on six basic principles:

- 1. The primary duty of a peace officer is to preserve and protect life.**
- 2. The primary objective of any intervention is public safety.**
- 3. Peace officer safety is essential to public safety.**
- 4. The IM/IM is consistent with federal statutes and common law authorities and in no way replaces or augments the law.**
- 5. The intervention model must always be applied in the context of a careful assessment of risk, taking into account the likelihood and extent of life loss, injury, and damage to property as a result of the intervention.**
- 6. Risk assessment is a continuous process and risk management must evolve as situations change.**

[23] In 2003, the RCMP provided police services in the Town of Shippagan under an agreement between the Solicitor General of Canada and the Solicitor General of New Brunswick. The New Brunswick RCMP is known and identifies itself as "J Division" and is divided into 11 districts; for the purposes of providing police services, the Town of Shippagan is part of District 8.

[24] The District 8 Commander was Inspector R. White, assisted by Sergeants Pagé and Leahy. The Shippagan detachment, paired with the one in Lamèque, consisted of eight constables and one team leader.

[25] In February 2003, the RCMP began gathering information in preparation for the new fishing season in the Shippagan area. Past experience showed that potential protests might target the offices and homes of members of the Legislative Assembly of New Brunswick in the area, the DFO office in Caraquet, government offices in the Acadian Peninsula region, including those in Lamèque, Tracadie-Sheila and Shippagan, their wharfs, as well as the processing plants in the immediate vicinity of those wharfs. The Les Fruits de Mer Shippagan plant, owned by Daley Brothers, a "Newfoundland company" because of its new technology, which would give fewer hours of work to employees at that plant, was identified as an additional source of friction.

[26] Constable Boissonneault, from the Shippagan detachment, and Constable Albert, from the Lamèque detachment, were assigned by their respective superiors, Sergeants Pagé and Leahy, to gather information and intelligence in order to be able to anticipate and respond appropriately to the reaction of harvesters, boat captains, processing plants and plant workers to the fishing plan that the DFO would be announcing in the days or weeks leading up to the opening of crab fishing season. The

aim was to prepare to manage and in some cases face crisis situations that, in many instances, could quickly descend into civil disobedience.

[27] During this information-gathering period, both constables met regularly with many individuals and groups closely or remotely connected with crab fishing in the greater Shippagan area. The groups consulted included officials from Fisheries and Oceans Canada, fish plant owners, fishing boat captains from the Association des crabiers acadiens, Regroupement des membres d'équipage de crabiers, Association des pêcheurs de poisson de fonds acadiens, Association des travailleurs and so on.

[28] Finally, all RCMP members from District 8 had been told that if they were made aware or were in possession of any kind of information related to the crab fishery for 2003 or any related topic, they should inform the designated constables as soon as possible.

[29] Although the RCMP was aware that, historically, protests and demonstrations had resulted in violent clashes between all of the fishing industry stakeholders, with the exception of a few incidents, the RCMP maintained order even though the tactical squad had to come in as backup on a few occasions.

[30] In spring 2003, the RCMP had mixed feelings, the issue being to determine exactly whether there would be significant problems. In late March, they identified a potentially volatile situation that might develop on the Acadian Peninsula involving the local workforce, with the possibility of civil disobedience. This conflict was likely to develop late and possibly when the workers could not qualify for employment insurance due to the reduced quotas resulting from the distribution of quotas with offshore fishers who had never before received permanent quotas.

[31] There was inevitably discussion of the issue of the sale of the fish plant acquired by the Daley Brothers conglomerate, whose interests lay in Newfoundland and which had decided to mechanize part of the plant, resulting in job losses. In this regard, there was no indication that a conflict might arise except that this information was in the database put together by the RCMP.

[32] On April 4, 2003, in a memorandum to the leadership of District 8, R. White, Inspector and Commander, and J. Payne, Commanding Officer and Superintendent of J Division, Sergeant Pagé wrote in his conclusion:

**In closing, I simply want to point out that there is absolutely no reason to panic or fear the worse at this time. I consider what is transpiring in the Acadian Peninsula entirely "normal" for this time of the year, i.e. the usual pre-crab fishery saga full of conjectures, innuendos and in some cases feelings apprehension and fear by some. We must nevertheless be fully prepared to compose with any scenarios associated to the crab fishery and this is why, as in past years, we have devised an exhaustive operational plan. Until DFO has officially announced the crab fishery management plan for this year an all the numbers are finally out, I would rate the present situation "50-50". This in terms of possible/potential labour/civil unrest problems affection our region.**

iii. Operational response plan - 2003

[33] Sergeant Pagé drew up an operational response plan that was distributed to RCMP officials. He wrote:

[TRANSLATION]

**I have drawn up this "operational response plan" in order to be fully prepared for all eventualities that might arise in the coming weeks. If necessary, this document should become our "road map," if you will, and at the same time help us deal with the events by demonstrating consistency and effectiveness while maintaining the spirit of a "measured police approach."**

[34] In this plan, Sergeant Pagé discussed priorities and objectives, the mediation and information-gathering process, possible operational scenarios, the various levels of response, possible scenes of police responses, the implementation of the response levels, these conclusions and, in an appendix, the operational and organizational details to support the plan.

[35] The opening lines of the operational response plan read:

[TRANSLATION]

**1. Introduction/preamble:**

**As police officers and RCMP members, we all know that, historically, the Acadian Peninsula has often been the scene of demonstrations as well as episodes of civil disobedience in relation to the fishing industry and, more specifically, the harvesting and processing of snow crab. The empirical data from past years, such as 1985, 1996 and 2000, show and confirm without a shadow of a doubt that we are never immune to complex and difficult operational challenges.**

[...]

**Significant reductions in the distribution and allocation of snow crab quotas could definitely put us in a very perilous situation from the perspective of providing police services. We are not dealing with a load of criminals but rather with concerned and worried workers who would not hesitate to protest and turn to violence in order to protect and maintain their one and only way of making a living. As our many past experiences clearly show, only a rapid and especially credible response on the part of both levels of government involved usually manages to reassure the people affected and maintain public order.**

[36] After laying out the specific objectives of the plan, the mediation and information-gathering process, and the operational scenarios without claiming to “get it right,” this plan provided a conceptual basis for thinking and rethinking about the future in the spirit of both strategy and preparation.

[37] Sergeant Pagé set out the following response method for the various levels of response:

## [TRANSLATION]

**As planner and strategist, we should constantly be listening to our mediators as well as the various media sources, which in the past have proved to be very accurate when it comes to the fishing industry in northeastern New Brunswick. Based on all of the data that will be available to us, we will be able to put forward and apply the very important principles of a “measured approach.” A method and philosophies that we really must adopt in our era of community policing and responsibility.**

**a) level “1”**

**At this level, the challenges will be considered “small” and/or “slight”. Challenges (e.g., small demonstrations without violence or mischief) that we should be able to manage effectively using only our district’s human resources.**

**b) level “2”**

**The situation will be of such a scale that we will have to request the assistance and involvement of human resources from our neighbouring districts, i.e., 5, 6 and 9, as well as those from some of our specialty units (e.g., major crimes unit, forensic identification unit, etc.). More “rowdy” demonstrations will be organized and summary offences related directly to the conflict will be perpetrated (e.g., blocking access to the processing plants or wharfs, blocking certain arterial roadways, committing assaults on important figures in the conflict, etc.)**

**c) level “3”**

**\*After experiencing similar situations in the past as a member from District 8, I can say for certain that very little time will pass between the shift from response level “2” to response level “3”.**

**A crystallization of the situation will have taken effect and we will be faced with instances of civil disobedience as well as the commission of repeated indictable offences related directly to the current conflict. The combination of our own numbers with those offered by neighbouring districts will definitely be insufficient for establishing and maintaining public order in the area. The situation will be such that we will have difficulty providing “normal” police services in our district because a large portion of our complement will already be assigned to the conflict. When the overall situation has reached this level, the “incident commander”, after consulting with the district commander, will contact the officer in charge of criminal operations at headquarters in Fredericton to call for the rapid deployment of the “J” Division tactical troop. If the following support elements are**

not already in place, the “site commander” will request them: forensic identification unit, major crimes unit, dog unit, media relations unit, etc.

[38] The plan also lists possible police response sites that, according to Sergeant Pagé, could in theory be chosen by groups of protesters:

[TRANSLATION]

**Caraquet area:**

- office of the Member of the Legislative Assembly of N.B., Gaston Moore. 42 St. Pierre Boulevard West, Caraquet, N.B.
- Caraquet wharf
- the various processing plants located in the immediate vicinity of the Caraquet wharf

**Tracadie-Sheila area:**

- office of the federal Department of Fisheries and Oceans (“DFO”), Route 11, Tracadie-Sheila, N.B.
- office of the Member of the Legislative Assembly of N.B. and Minister of Health and Wellness, the Hon. Elvy Robichaud, 422 Arseneault Street, Tracadie-Sheila, N.B.

**Shippagan area:**

- office of the Member of the Legislative Assembly of N.B. and Minister of Tourism and Heritage, the Hon. Paul Robichaud, 195-C J.D. Gauthier Boulevard, Shippagan, N.B.
- the Shippagan wharf
- the various processing plants located in the immediate vicinity of the Shippagan wharf

**Lamèque area:**

- the Lamèque wharf
- the processing plants located in the immediate vicinity of the Lamèque wharf

[39] With respect to the implementation of the response levels, Sergeant Pagé wrote:

[TRANSLATION]

**8. Response level implementation:**

First, I have to point out that at the beginning of any such operational



adventure, the NCO in charge of police operations for the north side of District 8 (“Ops.NCO”), Sergeant Michel Pagé, in constant consultation with the Commanding Officer of District 8 and his team leaders, will be responsible for determining the applicable response level and then putting into effect the measures deemed proportional and applicable. Once we enter a period requiring the application of level 1, 2 or 3, the acting NCO in charge of police operations for the south side, Corporal Kevin Leahy, will take on the duties and responsibilities of “Ops.NCO” for all of District 8. This extraordinary measure will enable Sergeant Pagé to focus all of his efforts on the fishery-related conflict.

[40] In his conclusion to his response plan, Sergeant Pagé wrote:

[TRANSLATION]

#### **9. Conclusion**

This concludes the operational plan for 2003. This plan was written so as to become an important reference in the event of a police response that goes from a “normal” scale to a major deployment. No plan can be perfect given the usual and unpredictable fluidity of our operational challenges during such conflicts and crises. This plan will no doubt have to be amended or adjusted a number of times going forward in order to achieve both satisfactory and effective results.

#### **iv. Shippagan firefighters**

[41] The Town of Shippagan is responsible for fire services for its municipality. These firefighters were called in to fight the fires set in the municipality on May 2 and 3, 2003. Although the Town of Shippagan was a defendant in this action, a “Pierringer” agreement was made before the trial began and the Town is no longer a party to this action.

#### **v. Snow crab fishery**

[42] There has been a commercial snow crab fishery in the southern Gulf of St. Lawrence since the 1960s. This activity has changed from a fishery regulated by the Department of Fisheries and Oceans Canada first through a policy of limited access and eventually through a policy of boat or individual quotas.

[43] This lucrative fishery operates in New Brunswick, Quebec, Nova Scotia and Prince Edward Island. For New Brunswick, the economic activity of the crab fishery is concentrated around Shippagan and this fishing area is identified as Area 12, located in the southern Gulf of St. Lawrence region.

[44] Before being regulated in 1975, this fishery was accessible to all and subject to very few restrictions. Those who engaged in snow crab fishing were not subject to any quotas and every harvester tried to catch as many crabs as possible before fishing season closed. The aim of the regulations was to control fishing effort, conserve the resource and ensure industry profitability.

[45] In the late 1980s, the snow crab stock collapsed and, following consultation, the DFO determined that the number of fishing licences would be limited based on biological and economic considerations.

[46] From competitive fishing, the DFO regulations set a total number of allowable catches annually by announcing each harvester's quota before fishing season opened, starting with the ice melting in the Shippagan area, usually about the beginning of May every year.

[47] It was when the fishery went from competitive fishing to limited access to a policy of boat or individual quotas that the dynamics between the parties changed. These changes led to differences of opinion between the main stakeholders, namely traditional harvesters, plant owners and the employees who depended on the circumstances of the latter two groups, often resulting in demonstrations that sometimes even turned violent.

[48] In 1996, for example, a violent demonstration broke out in Shippagan involving

traditional harvesters who were disappointed in the DFO's distribution of the resource. Plant employees joined them, fearing that the temporary distribution would result in landings being directed to other plants and that they would not have worked enough hours to qualify for employment insurance. Similar incidents also occurred in 2000.

[49] In the wake of the events, the Supreme Court of Canada handed down its decision in *R. v. Marshall* [1999] 3 SCR 456 and upheld the right of First Nations, arising from the treaties of 1760 and 1761, to engage in commercial fishing for a moderate livelihood. The federal government was therefore expected to allow the First Nations of Canada to join in commercial fishing for all species, including crab. Various initiatives were immediately undertaken to give the First Nations access to this resource as part of existing sharing programs, resulting in greater sharing of the same annual quota.

[50] Eventually, a quota was subtracted from the total existing allowable catches to tie them to licences issued in favour of First Nations members to make up for the failure of the program to buy back fishing licences from existing harvesters put forward by Fisheries and Oceans Canada. Although the buy-back program had not received the expected support, it enabled Fisheries and Oceans Canada to buy not only certain fishing licences but also boats that were given to the First Nations, who could use them for commercial fishing. The boats used by the Big Cove First Nation included the V.H.M, the Gloucester II and the Sandra Caryne, which were, at all material times, all housed for the winter at the Shippagan travel slip until taken out in the spring. Another boat belonging to the First Nations, the MNS, was already berthed at the wharf behind the Les Fruits de Mer Shippagan plant, ready to set sail to go crab fishing.

[51] The *Marshall* case made it necessary to hold a good number of negotiations with the different stakeholders in the crab fishery. The issue of sharing a limited resource with a larger number of harvesters was highly complex and the arrival of the 2003 season was no exception.

[52] The number of participants sharing this resource was actually growing, and from early 2003, the total number of allowable catches had been expected to be lower than the previous year, according to the Department of Fisheries and Oceans.

[53] Considering that, historically, protests and demonstrations were to be expected in relation to the dissatisfaction of the parties affected by the DFO's fishing plans, the DFO notified RCMP officials as early as February 2003 that the 2003 fishing plan might cause major dissatisfaction among harvesters, plant owners and workers, most being members of an association. These groups or associations had emerged over the years to allow for negotiation with this or that party, and often with the DFO; the federal and provincial governments, in employment matters for example, were involved parties.

[54] In the weeks and months that followed in winter 2003, on top of reducing the allocated crab catch quota, the DFO wanted to permanently transfer part of the snow crab quota to lobster boats, which to date had not had access, in order to deal with a crisis in that fishery sector.

[55] In light of this information and of the fact that the RCMP in District 8 was eager to provide the Town of Shippagan and its residents with the police services they were entitled to expect, the RCMP gathered information in order to draw up an operational response plan to address the risks while taking a "measured approach" to meet potential needs related to a protest of some kind intended to show disapproval of the

fishing plan or as a pressure tactic by one or more groups or associations.

[56] The DFO hinted that the fishing plan would be made public around mid-April 2003, but for reasons known only to the DFO it put off the decision until a later date.

[57] Ultimately, the DFO announced the snow crab fishing plan for the 2003 season at about 11:00 a.m. on May 2, 2003. The quota of allowable catches for the material areas in this case was set at 17,148 metric tons of snow crab compared with 23,000 metric tons the previous year, 15% of which was reserved for lobster boats (offshore fishers) and Indigenous harvesters.

vi. Events of May 2 and 3, 2003

[58] In the days leading up to these boats heading out to sea, which was planned for early May, Aurèle Albert, the plant manager for Les Fruits de Mer Shippagan, tried repeatedly to obtain the fishing equipment belonging to the MNS, including the crab traps then stored at Belle Île Fisheries, but was unsuccessful. Belle Île Fisheries refused to return the equipment, claiming that the First Nations owed \$126,000.00 and that the matter had to be settled through lawyers.

[59] In an effort to obtain the equipment, Mr. Albert contacted the RCMP and reported that Belle Île Fisheries refused to give them the fishing equipment connected to the MNS. Following talks between FMS and Belle Île Fisheries through members of the RCMP, it was agreed that Belle Île Fisheries would, under RCMP escort, transfer the MNS's fishing equipment to the FMS wharf, where the MNS was berthed at the time, on the afternoon of Saturday, May 3.

[60] Simply put, at about 11:40 p.m. on May 2, 2003, the Town of Shippagan was witness to its first fire when the crab traps already stored outside the warehouse at the

Les Fruits de Mer Shippagan plant, known as the Gauthier warehouse, were set on fire. This warehouse was located opposite the plant. Dispatched to the scene of the fire along with the firefighters, the police officers could only assess the damage without being able to obtain any information about the party or parties responsible for the fire.

[61] Nevertheless, when Sergeant Pagé was informed of the incident, he ordered enhanced security for the night of May 2, 2003, and increased the police presence in the key areas identified as potential scenes of public disobedience.

[62] The investigation conducted by Constable M. Boissonneault in the vicinity of the scene of the fire and discussions with Mr. Albert at Daley did not lead to even a whiff of suspicion as to who might have set fire to the traps.

[63] At about 11:00 a.m. on May 3, 2003, Belle Île Fisheries informed Mr. Albert that the crab traps from the MNS had been left at the Shippagan wharf. Constable Boissonneault was already at the FMS plant speaking with Mr. Albert about the trap fire the night before. He told Mr. Albert he had no leads on the culprit or culprits. Nothing about their discussions hinted at what was to come. History will tell us that the only thing the incident on May 2, 2003, has in common with the other fires is that the traps were the property of FMS.

[64] While these discussions between Mr. Albert and Constable Boissonneault were in progress, around a hundred crab harvesters were already on the wharf where Belle Île Fisheries had dropped off the traps and they had been informed that these traps belonged to the First Nations, who would be taking their catches to FMS. The furious harvesters, on the pretext that the quotas had been cut and reallocated to offshore fishers without the First Nations' quotas being affected by the fishing plan, decided to

set fire to the traps.

[65] While the traps burned, firefighters were prevented by the demonstrators from putting out the fire. Worse still, witnesses saw one firefighter, who was wearing his department jacket, feed the fire. Constable Boissonneault received a call while he was speaking with Mr. Albert and advised of the fire in progress.

[66] Constable M. Boissonneault went to the scene and looked into the events. He notified Sergeant Pagé, who called the other RCMP districts (5, 6 and 9) to increase the police presence throughout the area to monitor locations deemed vulnerable and subject to vandalism. This was the implementation of level 2 of the police response plan.

[67] Mr. Albert was then informed of the vandalism on the wharf and went to the scene. When he attempted to approach the scene, the demonstrators lashed out at him and broke the rear window of his truck. He had to return to the plant for his own safety.

[68] While this incident was unfolding at the Shippagan wharf at lunchtime on May 3, 2003, the harvesters learned that there would be a meeting at the travel slip near the Shippagan wharf at 2:00 p.m. The travel slip, used as place to store boats over the winter, is a dry dock bounded by a fence with an opening at the entrance along with a gate and water access in order to put boats back in the water using a crane.

[69] At about 2:00 p.m., the captains and crew members of local crabbers who had been asked to attend entered the travel slip, and after they entered, two police officers who had turned up were asked to leave by Goupil, a local crab boat owner/harvester linked with the Belle Île Fisheries plant, who locked the gateway with approximately 200 people inside. He told the police that this was a private meeting and that they were not

welcome. They therefore had to station themselves outside the travel slip.

[70] Following Sergeant Pagé's call, there was a greater police presence in the area from lunchtime on. An officer from the investigation section was on the scene and recording video of the events taking place inside the travel slip from outside the enclosure.

[71] No formal meeting was held inside the enclosure, where women and children were also present. Instead, there were discussions between certain people and beer was handed out; there does not seem to have been any unrest or public disobedience.

[72] Other harvesters were already on their boats making repairs and the necessary preparations to launch their boats in order to put to sea the following Monday for the opening of the fishery. A crane moved around to shift boats here and there.

[73] After moving some boats, the three vessels known as the V.H.M., Gloucester II and Sandra Caryne, isolated from the others in the enclosure, were overturned one after the other by individuals who allowed flammable substances to spill from their tanks. A line of people formed to block the video's view of the person preparing to throw flares and set fire to the three boats. People from all over were posted outside the travel slip while those inside made sure nobody could intervene and stymie their criminal activities. The fire was set at about 4:00 p.m. and by 4:30 p.m. all three boats were in flames.

[74] The Shippagan fire department was called to fight these fires but did not have access to the travel slip. Firefighters approached the travel slip on land running along the fence. They were stopped by demonstrators who threw rocks and bottles at them and their safety was compromised. They had to turn back. They were also prevented



from accessing the locked travel slip. The demonstrators wanted at all costs for the boats to burn and be permanently destroyed.

[75] The RCMP could not ensure the firefighters' safety or give them access to the boats and the fire chief agreed to wait the appropriate amount of time to enter the still-locked travel slip. The gate to the travel slip was reopened in the late afternoon. People were allowed to exit the travel slip first and then the firefighters, not without great difficulty, finally gained access to the boats, after a second attempt, to put out the fire. The crowd dispersed and things settled down in the late afternoon. Everything seemed to be under control.

[76] Then, at about 9:15 p.m. on May 3, 2003, a crowd of 100 to 150 people, many wearing balaclavas, that had gathered at a local bar made its way to the Gauthier warehouse. These individuals set fire to some wood pallets they found outside and lit flares that they threw at the Gauthier warehouse, burning it down. Once again, it was difficult if not impossible for firefighters to gain access because other people were blocking the way.

[77] Sometime later, a crowd of about 200 people wearing balaclavas made its way to the FMS plant. A group of individuals was observed overturning a van near the plant. They broke windows and doors at the front of the plant and set the plant on fire just as the MNS was engulfed in flames. Flares were used as igniters during the fires. It is estimated that the MNS was set on fire at about 10:00 p.m. and that the plant was set on fire at about 11:00 p.m. on May 3, 2003.

[78] The losses from the fire on May 3, 2003, are estimated at \$6.9 million for the plant and property belonging to Les Fruits de Mer Shippagan and the MNS. The three

boats and traps valued at \$3 million are added to losses totalling approximately \$10 million.

vii. RCMP investigation and report

[79] On May 3, 2003, around a hundred people were present when the crab traps were set ablaze on the wharf at around lunchtime. The fire chief was able to identify certain people, including a Town of Shippagan firefighter and some boat captains, who were actively involved in setting fire to the traps belonging to the First Nations.

[80] In the afternoon, approximately 250 people were at the travel slip and there is no doubt that many were party to setting fire to the three boats. Some threw flares at them. Some fed the fire with gasoline. Others acted as a screen to allow the criminals to destroy someone else's property.

[81] In the evening, the meeting point for the rioters was two bars in the vicinity of the travel slip and FMS plant. Between 150 and 250 people, many wearing balaclavas, were involved in overturning a van and setting fire to some wood pallets, a warehouse, a plant and a boat. The extent of the damage was unprecedented as every item affected was completely destroyed.

[82] Constable Boissonneault investigated the crab trap fire on the night of May 2. Nothing was discovered about the individual or individuals responsible for this fire. No suspect and no one was at the scene when first responders from the fire department and the RCMP arrived. Canvassing the neighbourhood was fruitless. As a preventative measure, the police officers were recalled to duty for the rest of the night of May 3, in addition to the regular strength. This practice also applied for the night of May 4.

[83] On the morning of May 3, 2003, Constable Boissonneault received a call from Constable Dery informing him of the crab trap fire on the wharf and he, in turn, travelled to the scene.

[84] The demonstrators (between 35 and 100) objected to the intervention of the firefighters and RCMP. The RCMP initially saw to traffic control. In the wake of the events, Mr. Albert was threatened and his vehicle vandalized.

[85] At about noon on May 3, 2003, Sergeant Pagé, having been informed of the events, deployed District 8 police officers at level 1 of the operational response plan; a request was also made to deploy police officers from other districts and level 2 of the operational response plan was implemented.

[86] After becoming aware of a possible meeting at the travel slip in the afternoon, Constable M. Boissonneault asked Constables Dubois and Milot, members of the team on duty, to go to the travel slip to observe the events from the inside. As soon as they got there, the person in charge of the entry gate, which would eventually be closed, asked the constables to please leave of their own accord or they would do it for them. Constable Dubois checked with this individual that there would be no trouble during this meeting, which was confirmed for them. Between 200 and 300 people were present when the entry gate was closed.

[87] During these events, the police officers gathered information at the entrance to and around the travel slip and, as mentioned, a police officer from the forensic identification unit was assigned to retrieve video images of what must have been a meeting outside the scene of the events.

[88] Information was going around about the possible burning of boats in the travel

slip. A request was then made to the fire department as a precaution. The request can be heard on the forensic identification officer's recording. The unrest inside the travel slip, the rumours, the available information and the actions taking place suggested to onlookers and the police officers that the boats would be set on fire. Most were skeptical.

[89] The officers managing this quickly developing riot discussed the threat assessment and deploying the crowd control team (tactical troop). The decision to have the teams respond was made at about 4:40 p.m. and the process of recalling this troop was underway by 5:00 p.m. Mobilization of the J Division crowd control team, which is in line with level 3 of the operational response plan, requires a deployment time of four to five hours due to the distance travelled by the members of this troop, who come from across the province.

[90] As previously mentioned with respect to the burning of the three boats inside the travel slip, the crowd was observed to move inside the fenced area to obstruct the view of the police officer filming the events and many objected to firefighter intervention. Objects were thrown at the firefighters trying to get closer from outside the fences. There was some police intervention and police officer deployment for traffic control was initiated.

[91] After a verbal exchange between the police officers and a small group of individuals still on the scene inside the travel slip, the firefighters were finally able to enter the slip to fight the fire on the three significantly damaged boats.

[92] In the wake of the events, and considering the potential risk of the MNS being set on fire behind the plant, efforts were made to have the boat moved to prevent another

fire. In addition, during the events at the travel slip, police officers (14) were deployed to the plant to assist as there had been rumours that the rioters might attack the plant after a call was received by someone at FMS who had been assigned by the Daleys to secure the plant.

[93] At about 9:30 p.m. on May 3, 2003, the rioters went to the unattended Gauthier warehouse, set fire to more crab traps they found outside and then set fire to the warehouse itself. On the scene, the first responding police officers and firefighters confronted a group of 30 to 40 individuals who objected to the firefighters' intervening. This was a brief verbal confrontation before the group left.

[94] An RCMP helicopter that had been on the scene early in the evening flew over the area and the members on board took photos while shining light on the crowds. These images of the events show a group of rioters that had made its way to the Gauthier warehouse now head towards the FMS plant with many other rioters (100 to 200) joining them. At this point, a group of 14 police officers, including three K-9 members, was on site to protect the warehouse.

[95] It was 10:00 p.m. and the rioters were throwing things at the police officers assigned to protect the plant, who because of the circumstances had to withdraw for their own safety. The firefighters were impeded by the presence of the rioters and could not access the site of the warehouse; they requested police protection. One police officer at the scene requested that the crowd control unit (riot troop) be deployed to support them. Although several members were already on site and preparing to support their colleagues, the troop could not be deployed until it was equipped and in full force to act.

[96] A number of fires were set at about 10:15 and 10:30 p.m., including to the MNS, the plant's wharf, a vehicle in the plant yard, some wood pallets placed in the street in front of the plant and, finally, the plant itself. A police officer from the forensic identification unit was on the scene to record video images of the events.

[97] The police officer filming the events was assaulted by a group of rioters that took away his camera, which was thrown in the fire along with the videocassette. He was threatened with being thrown in the water and considered his safety to be sufficiently compromised that he drew his service weapon and gave a verbal warning that he would use it. Assisted by an individual who was concerned for the officer's safety and reminded the rioters that the police were not a target of the riot, the officer managed to get away without having to use his weapon.

[98] At 11:34 p.m., a fire was set at the DFO's offices in Shippagan, police officers responded, suspects fled the scene without resistance and firefighters responded quickly to control the fire.

[99] After this fire at the DFO, order was restored, the crowd in Shippagan dispersed, and patrols and traffic control continued for part of the night. Despite the response of firefighters from the municipalities of Shippagan, Caraquet, Tracadie-Sheila and Sainte-Marie-Saint-Raphaël, who were initially prevented from approaching the scenes of the fires by the presence of rioters, the flames were ultimately brought under control around the morning of May 4, 2003.

[100] Although the tactical troop would ultimately make its way to Shippagan on the evening of May 3, 2003, the full troop could not be deployed as a team. Instead, as officers arrived, they were each assigned duties aimed at protecting the public and

controlling traffic and each performed these duties to the best of their ability. Despite these efforts, the damage was extensive and all of FMS's property was destroyed.

[101] Clearly, this criminal activity was planned by one or more individuals who used the release of the fishing plan to attack FMS's property and the property of one of its suppliers, the Big Cove First Nations.

[102] The RCMP's investigation, which went on for nearly three years, failed to lead to the arrest of the ringleaders of the riot. The document [TRANSLATION] Court Brief: Riot in Shippagan, N.B., on May 3, 2003, which was used as evidence for the purposes of criminal prosecution in Provincial Court, lists a significant number of defendants and witnesses who provided information. Upon reading the document, the Court notes that many, although they were present at one or another or all three of the events, saw nothing except one or the other of the fires without ever having seen who set the fire. Others, if they had seen someone, flatly refused to identify the individual. One thing seems to be undisputed: there was never any intention to have a formal meeting at the travel slip. The purpose was to have people who would participate directly and/or indirectly in planned criminal activities and others who would simply be bystanders.

[103] As for the plant, many who were seen in the vicinity admit to going there but never having participated and were very reluctant to name any participants.

[104] Thirty-one accused persons were identified or pleaded guilty to more than 88 charges, namely mischief, breaking and entering, assaulting a peace officer, inciting a riot, arson, and obstructing a peace officer. One thing seems clear: those responsible for organizing these criminal activities have not been brought to justice or sued in civil court.

[105] One hundred and one police officers were identified on May 3, 2003, and involved in protecting the public. Of these 101 police officers, 48 found themselves in Shippagan, 14 surrounded the processing plant before being mobbed by the rioters, 12 were assigned to management, identification and investigation, one was at the plant to investigate, 11 were put on traffic duty including three on foot patrol, and 11 others were assigned other duties involving surveillance, protecting the scenes and responding to emergencies.

**C. Overview of the Position of the Parties**

**i. Deloitte Restructuring Inc. on behalf of the Plaintiffs**

[106] The Plaintiffs submit that the RCMP had a duty of care and a duty to protect the property destroyed by the rioters. They contend that this duty police officers owe to a crime victim is in a category whereby a public authority is negligent if it fails to act within established policies and it was foreseeable that the incident in question, such as the one in this case, would result in damage. According to the Plaintiffs, the RCMP failed to follow its response plan by delaying its implementation.

[107] In addition, because of the relationship of proximity, they submit that the RCMP knew or ought to have known that the Plaintiffs were potential victims and that this factor alone establishes the relationship of proximity. The source of this knowledge on the part of the RCMP was serious events of civil disobedience on the Acadian Peninsula in previous years when the Fisheries and Oceans Canada fishing plans were released. Therefore, the RCMP ought to have alerted and called the riot squad and emergency response team when the fishing plan was published.

[108] Finally, had it not been for the RCMP's negligence, the Plaintiffs would not have



suffered substantial losses of property and profits as a result of the arsons committed by the rioters.

ii. Attorney General of Canada

[109] The Defendant, representing the RCMP, submits that its mandate is to protect the public, that it cannot mobilize all of its personnel to protect one specific company and that it therefore owes no private law duty of care to the Plaintiffs. RCMP officials responded promptly and took a measured approach in their response.

[110] It argues that the RCMP's conduct should be assessed on the whole, not by adding the benefit of hindsight on past events into the mix.

**D. Issues**

[111] The issues to be determined in this case are whether there was a duty of care, a breach of that duty, and a causal connection between that breach and the damages sustained.

[112] To that end, the Court will address the following issues:

1. What legal principles apply with respect to liability?
2. Does the RCMP owe the Plaintiffs a private law duty of care?
  - a) On the basis of the preexisting category?
  - b) With the application of the *Anns/Cooper* test?
  - c) What is the applicable standard of care?
3. What is the causal connection?
4. What damages are owing?

## **E. Applicable Law**

### **i. The law**

[113] Section 3 of the *Crown Liability and Proceedings Act* provides as follows:

#### **Liability**

**3 The Crown is liable for the damages for which, if it were a person, it would be liable**

**(a) in the Province of Quebec, in respect of**

- (i) the damage caused by the fault of a servant of the Crown, or**
- (ii) the damage resulting from the act of a thing in the custody of or owned by the Crown or by the fault of the Crown as custodian or owner; and**

**(b) in any other province, in respect of**

- (i) a tort committed by a servant of the Crown, or**
- (ii) a breach of duty attaching to the ownership, occupation, possession or control of property.**

The Act establishes a vicarious civil liability regime in respect of acts or omissions of the RCMP. (See also ss. 2, 10 and 36 of the *Act*)

[114] The Plaintiffs are seeking to recover from the Defendant the losses sustained as a result of the RCMP's failure to protect the property destroyed as a result of the criminal acts of the rioters.

[115] To be successful in an action for negligence, the Plaintiffs must show that:

1. The Defendant owed them a duty of care;
2. By its actions, the Defendant breached the standard of care;
3. The Plaintiffs sustained damages; and
4. Such damages are imputable, in fact and in law, to the Defendant's breach.

## F. Applicable Legal Principles

### i. Anns/Cooper test

[116] The decisions in *Anns v. Merton London Borough Council* [1977] 2 All ER 492 (H.L.) and *Cooper v. Hobart* [2001] 3 S.C.R. 537 established the general analytical framework to be applied, known as the *Anns/Cooper* test.

[117] In *Fullowka v. Pinkerton's of Canada Ltd.* [2010] 1 S.C.R. 132, the appellants did not claim that the respondents were responsible for an employee's tort, but rather that they were negligent in failing to prevent the tort. The question was not, therefore, whether these defendants (respondents) were responsible for the tort of another, but whether they, in relation to another's tort, failed to meet the standard of care imposed on them and thereby caused the ultimate harm.

[118] Cromwell J. writes:

**[18] This question must be resolved by an analysis of the applicable legal duties, following the approach set down by the Court in a number of cases, including *Cooper v. Hobart*, 2001 SCC 79, [2001] 3 S.C.R. 537; *Edwards v. Law Society of Upper Canada*, 2001 SCC 80, [2001] 3 S.C.R. 562; *Odhavji Estate v. Woodhouse*, 2003 SCC 69, [2003] 3 S.C.R. 263; *Childs v. Desormeaux*, 2006 SCC 18, [2006] 1 S.C.R. 643; and *Hill v. Hamilton-Wentworth Regional Police Services Board*, 2007 SCC 41, [2007] 3 S.C.R. 129. The analysis turns on whether the relationship between the appellants and the defendants discloses sufficient foreseeability and proximity to establish a *prima facie* duty of care and, if so, whether there are any residual policy considerations which ought to negate or limit that duty of care: see, e.g., *Hill*, at para. 20. The analysis must focus specifically on the relationships in issue, as there are particular considerations relating to foreseeability, proximity and policy in each: see, e.g., *Hill*, at para. 27.**

[119] Whether a duty of care exists is a question of law. The analysis turns on whether the relationship between the parties discloses sufficient foreseeability and proximity to establish a *prima facie* duty of care and, if so, whether there are any residual policy considerations which ought to negate or limit that duty of care. As discussed in

*Fallowka*, the analysis must focus specifically on the relationships in issue, as there are particular considerations relating to foreseeability, proximity and policy in each.

[120] The *Anns/Cooper* test provides that a duty of care will be recognized when it is fair and just to do so. It is therefore necessary to approach each step in the test with analytical rigour.

[121] In *Rankin (Rankin's Garage & Sales) v. J.J.* [2018] 1 S.C.R. 587, Karakatsanis J. writes in the conclusion:

#### V. Conclusion

[66] Under tort law, liability is only imposed when a defendant breaches a duty of care. The *Anns/Cooper* test ensures that a duty of care will only be recognized when it is fair and just to do so. As such, it is necessary to approach each step in the test with analytical rigour.

#### ii. Foreseeability

[122] In *Hill v. Hamilton-Wentworth Regional Police Services Board* [2007] 3 S.C.R.

129, McLachlin C.J. writes:

22. [...] Thus the first question in determining whether a duty in negligence is owed is whether it was reasonably foreseeable that the actions of the alleged wrongdoer would cause harm to the victim.

However, as acknowledged in *Donoghue* and affirmed by this Court in *Cooper*, foreseeability alone is not enough to establish the required relationship. To impose a duty of care “there must also be a close and direct relationship of proximity or neighbourhood”: *Cooper*, at para. 22. The proximity inquiry asks whether the case discloses factors which show that the relationship between the plaintiff and the defendant was sufficiently close to give rise to a legal duty of care. The focus is on the relationship between alleged wrongdoer and victim: is the relationship one where the imposition of legal liability for the wrongdoer’s actions is appropriate?

Generally speaking, the proximity analysis involves examining the relationship at issue, considering factors such as expectations, representations, reliance and property or other interests involved: *Cooper*, at para. 34. Different relationships raise different

considerations. “The factors which may satisfy the requirement of proximity are diverse and depend on the circumstances of the case. One searches in vain for a single unifying characteristic”: *Cooper*, at para. 35. No single rule, factor or definitive list of factors can be applied in every case. “Proximity may be usefully viewed, not so much as a test in itself, but as a broad concept which is capable of subsuming different categories of cases involving different factors” (*Canadian National Railway Co. v. Norsk Pacific Steamship Co.*, [1992] 1 S.C.R. 1021, at p. 1151, cited in *Cooper*, at para. 35).

[123] On whether something is “reasonably foreseeable”, Karakatsanis J. writes in *Rankin (supra)*:

[53] Whether or not something is “reasonably foreseeable” is an objective test. The analysis is focussed on whether someone in the defendant’s position ought reasonably to have foreseen the harm rather than whether the specific defendant did. Courts should be vigilant in ensuring that the analysis is not clouded by the fact that the event in question actually did occur. The question is properly focussed on whether foreseeability was present *prior* to the incident occurring and not with the aid of 20/20 hindsight: L. N. Klar and C.S.G. Jefferies, *Tort Law* (6th ed. 2017), at p. 212.

[124] Although the fact that something is possible does not mean that thing is reasonably foreseeable, Karakatsanis J., in *Rankin*, adds:

Obviously, any harm that has occurred was by definition possible. Thus, for harm to be reasonably foreseeable, a higher threshold than mere possibility must be met: *Childs*, at para. 29.

[125] The Court must therefore avoid being influenced by the benefit of hindsight and be vigilant in ensuring that the analysis of what was reasonably foreseeable before the incident occurred is not clouded because the event in question actually did occur. The fact that something is possible does not mean it is reasonably foreseeable.

### iii. Proximity

[126] In addition to foreseeability of harm, proximity between the parties is also required. In *Rankin (supra)*, Karakatsanis J. writes:

[23] [...] The proximity analysis determines whether the parties are

sufficiently “close and direct” such that the defendant is under an obligation to be mindful of the plaintiff’s interests: *Cooper*, at para. 32; *Hercules Managements Ltd. v. Ernst & Young*, [1997] 2 S.C.R. 165, at para. 24. This is what makes it just and fair to impose a duty: *Cooper*, at para. 34. The proximity inquiry considers the “expectations, representations, reliance, and the property or other interests involved” as between the parties: *Cooper*, at para. 34. In cases of personal injury, when there is no relationship between the parties, proximity will often (though not always) be established solely on the basis of reasonable foreseeability: see *Childs*, at para. 31.

[24] When determining whether reasonable foreseeability is established, the proper question to ask is whether the plaintiff has “offer[ed] facts to persuade the court that the risk of the type of damage that occurred was reasonably foreseeable to the class of plaintiff that was damaged”: A. M. Linden and B. Feldthusen, *Canadian Tort Law* (10th ed. 2015), at p. 322 (emphasis added). This approach ensures that the inquiry considers both the defendant who committed the act as well as the plaintiff, whose harm allegedly makes the act wrongful. As Professor Weinrib notes, the duty of care analysis is a search for the connection between the wrong and the injury suffered by the plaintiff: p. 150; see also *Anns*, at pp. 751-52; *Childs*, at para. 25.

[127] In *Syl Apps Secure Treatment Centre v. B.D.*, [2007] 3 S.C.R. 83, Abella J. pointed out that when the relationship occurs in the context of a statutory scheme, the governing statute is a relevant context for assessing the sufficiency of the proximity between the parties, taking into account the general policy considerations stemming from that relationship. She writes in this regard:

Where an alleged duty of care is found to conflict with an overarching statutory or public duty, this may constitute a compelling policy reason for refusing to find proximity (*Cooper*, at para. 44; *Edwards*, at para. 6). Such a conflict exists where the imposition of the proposed duty of care would prevent the defendant from effectively discharging its statutory duties. In *Cooper*, for example, a duty to individual investors on the part of the Registrar of Mortgage Brokers was rejected because it was found to “potentially conflict with the Registrar’s overarching duty to the public” (para. 44). Similarly, in *Edwards* a private law duty of care on the part of the Law Society to the victim of a dishonest lawyer was rejected at the proximity stage since “[d]ecisions made by the Law Society require the exercise of legislatively delegated discretion and involve pursuing a myriad of objectives consistent with public rather than private law duties” (para. 14). In both cases,

**the serious negative policy consequences of these conflicting duties were found to justify denying a finding of proximity.**

## **G. Analysis**

### **i. Arguments**

[128] The Plaintiffs contend that the RCMP owed them a duty of care because that duty falls within a preexisting category of duty and the analysis with respect to the existence of a preexisting duty of care is unnecessary in the circumstances. Furthermore, even if the duty of care does not fall within the preexisting category, the duty of care should be recognized based on the *Anns/Cooper* test.

[129] In the Plaintiffs' view, the RCMP must have known, based on all of the information available to it and on the history of violent demonstrations in District 8 in connection with the crab fishery, that there would obviously be acts of violence and civil disobedience and that it was only logical to call in and deploy the tactical squad.

[130] The Plaintiffs further contend that they were potential victims, establishing proximity. They rely, *inter alia*, on s. 18 of the *Royal Canadian Mounted Police Act* and the RCMP's general duty to preserve the peace and prevent crimes and offences against the laws of Canada such as those in the *Criminal Code*, including arson.

[131] The Plaintiffs raise in support of this argument the decision in *Mooney v. British Columbia (Attorney General)*, 2004 BCCA 402, as that action is based on the RCMP's negligence in failing to investigate a complaint of domestic violence.

[132] At para. 50 in *Mooney (supra)*, the Court of Appeal found on the issue of proximity that the adoption by the RCMP of a policy on the investigation of domestic violence had heightened the level of proximity. The Court writes:

**[50] Reference must be made to the policies laid down by the Ministry of the Attorney General and adopted by the RCMP in relation to domestic violence. They relate not only to the special proximity between police and complainants but they also give content to the duty of care and set the standard of care. The general duty of the police is to protect, but in the area of domestic violence the degree of protection is heightened by government policy. The discretion whether to act on a complaint is very limited. The RCMP operational manual incorporates the Ministry's "Violence Against Women in Relationships Policy" which includes the following [...]**

[133] To that end, the response plan is, in the Plaintiffs' submission, a policy adopted by the RCMP that demonstrates recognition of the risks and enhances the duty owed by the RCMP to every individual or legal entity that might be affected by the anticipated violence in relation to the publication of the fishing plan, including, in this case, the Plaintiffs. The Plaintiffs reiterate that the RCMP knew or ought reasonably to have known that the demonstrators' criminal activities targeted their property as they were not welcome on the Acadian Peninsula.

[134] Finally, if the Court finds that a duty of care was owed to the Plaintiffs, they acknowledge that the *Anns/Cooper* test requires an analysis of any residual policy considerations which might justify denying tort liability, the proof of which lies on the Defendant, although in this case the Court need not deal with this issue for lack of evidence from the Defendant on residual policy considerations.

[135] The Defendant, on the other hand, submits that there is no duty of care to the Plaintiffs, also relying on the principles introduced by the *Anns/Cooper* test.

[136] The Defendant submits that the Plaintiffs' evidence is not credible and that the Court cannot give it much weight. According to the Defendant, the Plaintiffs' evidence is riddled with baseless opinion and speculative, and the oral testimony of their witnesses



inaccurate or clearly contradicted by the documentary evidence.

[137] In the Defendant's opinion, applying the relevant legal principles reveals that the Plaintiffs have failed to establish that a duty of care existed, that the Defendant breached that standard, that the Plaintiffs suffered a loss and that the loss is attributable to the Defendant's breach. In addition, the principle of remoteness or legal causation examines whether the harm is too unrelated to the wrongful conduct to justify the Defendant generally being held liable for the claimed losses.

[138] Finally, the Defendant relies on the *Crown Liability and Proceedings Act* as it establishes a vicarious liability regime under which the State is liable for torts committed by its servants, including members of the RCMP in respect of its acts or omissions.

ii. Evidence and credibility

[139] Never in the history of the Acadian Peninsula has the community taken action on the scale of the Shippagan riot of May 3, 2003. Offhand and as a general rule, the Acadian Peninsula, and in particular the population of Shippagan, has instead been witness to peaceful events expressing its disapproval of unpopular government decisions. There have certainly been a few sometimes violent events, especially having to do with the fisheries and even education, but still never on the scale of the events of May 3, 2003.

[140] As a matter of fact, in this case, a few individuals planned, orchestrated and engaged in criminal activities against one company, i.e., that of Daley Brothers. Although the DFO's fishing plan had been made public on May 2, 2003, these events and criminal activities carried out by a group of individuals was in all likelihood meant to

be a settling of accounts in a relentless business dispute with another snow crab processing plant on the Acadian Peninsula involving its executives, harvesters and boat captains affiliated with that plant and the employees.

[141] Needless to say, those responsible for these criminal activities did not appreciate Daley Brothers' presence and the way it moved into the crab fishing business in Shippagan, and the fishing plan was used as a smokescreen to enact their plans to destroy Daley Brothers property.

[142] That said, it would be a mistake to think the Court condones such behaviour by the offending parties, which the Court considers repugnant. However, those ultimately responsible for these events have been neither sued by the Plaintiffs nor prosecuted by the RCMP, obviously for lack of evidence to support charges. The code of silence has prevailed.

[143] T. Daley testified for the Plaintiffs at trial. He went so far with accusations against the RCMP as to say it had been complicit in these events, covered up the facts and acted in bad faith. These accusations against the RCMP are unfounded. He accused one RCMP member of having orchestrated the change of date for the delivery of the crab traps by Belle Île Fisheries on May 3, 2003. Worse still, he accused the RCMP of failing to secure the scene of the crime when the evidence on record shows that at 12:40 a.m. on May 4, 2003, the RCMP thought it safe to do so and its members were instructed to secure the scene at that time. In addition, the RCMP visited the scene twice during the day on May 4 and 5, 2003. Nevertheless, the property was totally destroyed.

[144] The Court had to ask T. Daley several times during his testimony to stick to the

facts of which he had personal knowledge and not to offer opinion for the media present in the courtroom.

[145] With the exception of the person or persons responsible for these criminal activities, who no doubt acted deliberately, no one, including T. Daley, knew about this plan or thought such events were possible. It would be foolish to contend that the RCMP knew or ought to have known these events might occur. Even Mr. Albert, who was a key witness for the Plaintiffs, stated that in the late afternoon on May 3, when he was made aware of the rumour that the plant could possibly be burned down, did not believe that anyone could set fire to it because the plant was an economic driver for Shippagan where many people worked. T. Daley also made the same comment to Mr. Albert over the phone when Mr. Albert informed him of this information on May 3, 2003, prior to the events.

[146] Mr. Albert also testified about the rebuilding of the plant after it was acquired. According to him, the Basil Roussel plant was completely emptied of its contents and they fully rebuilt the plant for crab processing. He also stated that Daley Brothers planned to self-insure. T. Daley had explained when he testified that the equipment had been modified and that the insurance agent who was supposed to insure the Shippagan plant had instead insured the Chéticamp plant by mistake.

[147] E. Martin, of the DFO, testified that he had received a call between 12:00 and 1:00 p.m. on May 2, 2003, to the effect that a DFO boat was going to be burned, without any further details. He indicated that he was the author of a statement he had given on August 17, 2004, which was received in evidence. In that statement, he indicates that he received a call warning him about this fire and that he immediately gave this

information to Inspector D. Nugent of the RCMP, who, according to E. Martin, was the liaison officer between the RCMP and the DFO at the time. When asked about the fact that D. Nugent had no record of a conversation with him for May 2 and 3, 2003, although his notes from May 4, 2003, mention that he had spoken with him but make no reference to a boat that was going to be burned, E. Martin replied that he stood by his statement because the events took place over 16 years ago and he cannot recall them.

[148] G. Locke, who has since retired from the RCMP, was a superior commander with the RCMP for the District of Hampton, New Brunswick, in 2003. He testified to being a long-time friend of the Daley brothers as they are all from the same area of Newfoundland. G. Locke stated that he had received an initial telephone call, lasting five or six [sic], from A. Daley at lunchtime on May 3, 2003, and the last call at about 10:00 p.m.. A. Daley informed him that he was concerned about the safety of the employees at FMS and about the safety of the plant, which, based on information received from a plant employee, was going to be burned down. G. Locke said that he called R. White five or six times in the afternoon and again in the evening to tell him to call in the riot troop. R. White testified that he received only one call from G. Locke, on May 3, 2003, and does not recall the content or details of the conversation.

[149] In addition, on May 10, 2013, over 10 years after the events, G. Locke drafted a letter for the RCMP in which he states that he is good friends with A. Daley and that he has a vague recollection of the events reported to him by A. Daley on the afternoon of May 3, 2003. According to him, A. Daley reported that he was very concerned that his employees in Shippagan had received threats and about the possibility of the plant being burned down. G. Locke did not know anyone in Shippagan except for Inspector

and Commanding Officer White, to whom he passed on the information during the three or four conversations they had together.

[150] G. Locke said that he did not take notes but that he felt it was his duty to pass on the information although he did not consider that there was anything important in the information received or provided to Mr. White. He had not discussed it with anyone since then, except in the past year and obviously before drafting his letter of May 10, 2013.

[151] However, G. Locke could not provide any further details than those received from A. Daley emphasizing the health and safety of FMS's employees. This witness contributes nothing to the Plaintiffs' evidence in their claim.

[152] Mr. Albert testified that he is now retired and that he worked in the fishing industry all his life. Starting in 1998, he handled the procurement of seafood and in particular snow crab on behalf of the Daley family in New Brunswick for processing at their other plants. He was already familiar with the FMS plant, which had been owned by B. Roussel since 1965-1966.

[153] He testified that upon being acquired, the B. Roussel plant was completely rebuilt for crab processing with a new technology (flowline). He reported that approximately a dozen surveillance cameras had been installed, seven or eight of which were located outside the plant. These cameras were connected to a mainframe with a screen and in theory it would have been possible to observe what was happening both inside and outside the Shippagan plant, even from Newfoundland. It was not possible to retrieve any information from these recordings at the material time.

[154] For the 2003 fishing season, Mr. Albert had managed to secure a commitment

from a dozen crab harvesters who were going to supply the plant with their catches. He had managed to secure their commitment through a \$0.25/pound bonus on the price paid, promises of fishing trips, the modernization of the plant and access to their own wharf at the FMS plant was a major advantage.

[155] He also made reference to the Big Cove and Red Bank First Nations, who were now going to deliver their crab catches to FMS. This represented nearly two million pounds of crab from harvesters who had previously delivered their catches to Belle Île Fisheries.

[156] The Red Bank First Nation owned the MNS, which was tied to the FMS wharf at the material time, and the V.H.M, Gloucester and Sandra Caryne, owned by the DFO, were being used by the Big Cove First Nation.

[157] Mr. Albert had been in contact with J.-P. Hébert, the plant manager at Belle Île Fisheries, to inform him that an agreement had been reached between FMS and the First Nations for their 2003 catches. He wanted to retrieve the crab traps stored at their plant and the keys to the DFO boats. His request was denied.

[158] Mr. Albert then contacted Peter Levi, the Chief of the Red Bank First Nation, to inform him of the situation. Mr. Levi, along with four or five other individuals, went to Belle Île Fisheries to get the keys to the padlocks securing the doors to the boats. Belle Île Fisheries refused to hand them over, having already incurred costs to prepare the equipment and boats for the next fishing season that was about to open, thinking there was an agreement that the First Nation's catches would be delivered to their plant. He demanded \$126,000.00 from the First Nation. These individuals left and went to see Mr. Albert.

[159] Mr. Albert joined Mr. Levi and his team and they went to the travel slip, where they cut the padlocks and gained access to all three boats. They had already informed Constable Boissonneault, who also made his way to the travel slip. Constable Boissonneault wanted to stop Mr. Albert and Mr. Levi from taking this course of action because he thought the parties should come to an agreement with Belle Île Fisheries. Nevertheless, they cut the padlocks and replaced them with new ones. According to Mr. Albert, even after taking possession of the boats a few days before fishing season opened, Belle Île Fisheries objected to these three boats being launched and unsuccessfully demanded what was owed to them.

[160] Next, there was the issue of the traps, and after the police intervened, they managed to secure an agreement whereby the traps would be delivered by Belle Île Fisheries on May 3. Belle Île Fisheries delivered the traps on the morning of May 3 instead of in the afternoon as had been agreed.

[161] Finally, Mr. Albert had also managed to retain as crab suppliers the six harvesters who had supplied the B. Roussel plant the previous year, in part through bonuses as promised to the other harvesters. Mr. Albert had also approached other Indigenous harvesters and the plan was for them to provide their crab catches to FMS.

[162] The traps burned in the late evening on May 2, 2003, were the property of FMS. They were on the grounds of the Gauthier warehouse.

[163] Finally, Mr. Albert was optimistic that with the new plant's processing capacity, FMS could process more crab in less time with fewer workers and without necessarily having more than one shift. He had hired a production manager and four or five experienced foremen, the best he was able to recruit from his former employer,

Ichiboshi, in Caraquet.

[164] Mr. Albert tried to suggest that the crimes committed by the rioters were related to the fishing plan and the loss of control by traditional harvesters in order to extend fishing rights to Indigenous harvesters. Nevertheless, Mr. Albert agreed that the Daleys' arrival was rather poorly received since they were outsiders and the takeover of a larger part of the crab fishing quota for the FMS plant did not facilitate their relationship with the other plants.

[165] As a matter of fact, Mr. Albert reported that there was some awkwardness with the other plants and some harvesters who were plant owners knowing full well that their profits would be lower if less crab was delivered to their plants.

[166] A security guard at the FMS plant informed Mr. Albert late in the evening on May 2, 2003, that the crab traps had been set on fire. Mr. Albert went to the scene and met with Constable Boissonneault. During the discussions that followed, mainly on the morning of May 3, 2003, with Constable Boissonneault regarding the investigation into the fire on May 2, there was no suspect nor any information on the motives for this fire. Mr. Albert had no concerns at that time nor any apprehension about what would follow later in the day.

[167] On the morning of May 3, Mr. Albert received a call from J.-P. Hébert informing him that the traps belonging to the First Nations had been delivered to the Shippagan wharf, near a white van. He then asked why they had not been delivered to FMS. J.-P. Hébert replied that he should go collect them from the wharf if he wanted them.

[168] Ten to 20 minutes later, Mr. Albert received a call from his brother informing him that some traps and lines were on fire on the Shippagan wharf. Mr. Albert suspected



that the burning traps were those that had been delivered. He made his way to the Shippagan wharf. According to Mr. Albert, there were approximately 30 people on the wharf and he saw people feeding the trap fire with accelerants. At the same time, some rioters rushed towards him and one of them smashed the rear window of his vehicle. He hurried to leave the scene after being told that it had only just begun and that they were going to burn the MNS boat. When asked to identify who was burning the traps, Mr. Albert suggested the captains from Belle Île Fisheries who were pouring gallons of fuel on the traps. One hundred and fifty traps were burned.

[169] Two or three police officers, including Constable Boissonneault, were at the Shippagan wharf at the time.

[170] Although Mr. Albert reported what he had heard about the MNS to T. Daley in Newfoundland and Constable Boissonneault, he was of the view that it made no sense to burn a boat but still wanted to tell them about it. When he testified, T. Daley shared that view, i.e., that no one was going to burn a boat!

[171] Upon returning to the plant, Mr. Albert suggested to the DFO that the MNS be moved, but it remained at the wharf. He asked the plant's security guard to be careful before he went home to Saint-Simon-Saint-Raphaël, where he lived.

[172] After he got home, Mr. Albert was informed, late in the afternoon, that three boats had been set on fire. He states that he called the RCMP several times to report the risk that the MNS might be burned, although the RCMP had already deployed members to carry out surveillance given the circumstances and the information received.

[173] With respect to the fire at the plant, it was only at about 6:30 p.m. that their

security guard received an anonymous call that someone was going to set fire to the plant, and the security guard informed Mr. Albert. For the record, this is the first time the RCMP was informed as Mr. Albert was informed by his security guard that the plant might burn down.

[174] To Mr. Albert, it was even more foolish to think that people would burn down a plant that was meant to be an economic driver of employment for the people of Shippagan. In his view, it made no sense.

[175] At about 10:00 p.m., Mr. Albert went to Shippagan to witness the improbable: the plant and warehouse were on fire, as was the MNS. According to him, traffic was light in Shippagan and he continued on his way towards Caraquet. He returned at about 8:00 a.m. Sunday morning to find that everything had burned down and been completely destroyed.

[176] Under cross-examination, Mr. Albert acknowledged that the RCMP did not plan or know that Belle Île Fisheries would bring the traps in the morning as T. Daley tried to suggest. The RCMP actually had no knowledge of the transfer of the traps on the morning of May 3, 2003. To their knowledge, the traps would be moved in the afternoon as agreed.

[177] Mr. Albert also agreed that the riot on May 3, 2003, was most likely the work of a few individuals employed by one particular plant who, together, forced their employees to commit these crimes at the risk of losing their jobs and those are the facts he reported to the RCMP in a statement written on May 5, 2003, which is in evidence. He even named those individuals he suspected of being the ringleaders.

[178] In addition, Mr. Albert acknowledged that until May 2 and 3, 2003, there was no

information that was cause for concern over FMS's goods and property.

[179] Turning back to the evidence involving the Shippagan firefighters, it was submitted that, after the fire, they took possession of the plant's cameras and computer without informing the RCMP at the beginning of the investigation. The computer was subsequently returned but the fire chief only admitted in late May 2003 that these cameras were in a storage room at their fire station.

[180] The firefighters were undoubtedly prevented from doing their job by the rioters on May 3, 2003. Still, one of them did participate in the rioters' activities. Finally, what is to be made of the fact that the firefighters took possession of the cameras and computer?

[181] The aim of the information gathering initiated by the RCMP was to be able to anticipate and respond appropriately to the reaction of the plant owners, harvesters and workers affected by the fishing plan that was to be unveiled before crab season opened.

[182] It was no secret that, historically, the protests and demonstrations at the start of the season resulted in violent clashes between different segments of the industry and law enforcement. In fact, in 1996 and 2000, the violent incidents required the tactical squad to respond to restore order.

[183] According to Commander R. White, beginning in early February 2003, the RCMP opened a file to gather information as it usually did. This information gathering was ongoing and continued until fishing season opened and even later.

[184] Those in charge, Constables Boissonneault and Albert, met with boat captains, plant owners and employees, and the leadership of labour organizations. Based on the information obtained up to May 2, 2003, there was something of a consensus among

everyone who had been visited that there would be no problems in relation to the upcoming fishing season, although some could imagine harvesters refusing to take their boats out fishing. The harvesters were talking about getting a court injunction against the fishing plan. Demonstrations were a possibility, including road blocks around the DFO offices in Tracadie-Sheila or the occupation of DFO offices, visits to the offices of MPPs and mischief at sea, such as cutting traps. These were possibilities, predictable.

[185] The information, which was gathered from various sources, had to be checked to ensure it was reliable and, if so, the RCMP had to consider how it could be used to prevent any unfortunate incidents.

[186] Although it was no secret that the Daleys were not welcome in the community, there was no indication, even before May 3, 2003, that the FMS plant, their warehouse or any of their other property would be set on fire. Moreover, there was nothing in the information that had been gathered to suggest violence on the scale of what took place in Shippagan on May 3, 2003, or that such FMS property was even a target.

[187] The aim of the measured approach taken from the start of the information gathering process was de-escalation or prevention, encouraging discussion with people in the fishing industry. The RCMP advocated mediation while continuing to gather relevant information.

[188] For example, because of a demonstration in front of the DFO's offices on April 15, 2003, the demonstrators were invited into those offices to talk. Other examples of measures taken were submitted in evidence following the receipt of relevant information and put into perspective.

[189] Although fishing industry-related problems must be given serious consideration

and are brought to a resolution, the RCMP must at the same time provide regular police services in the area it serves, including protecting the public, preserving life first and foremost and then protecting property.

[190] The Plaintiffs used out-of-context remarks made by law enforcement officials in preparation mode and speculations about the likelihood of incidents to suggest and prove that it was understood or that the RCMP knew or ought to have known that there would be criminal activities such as those that took place on May 3, 2003. For example, in one memo, a police officer uses phrasing like [TRANSLATION] "Shippagan could turn into an explosive powder keg." The officer in question probably intended to imply the need to prevent a situation that could become explosive. Indeed, no known fact could support such a conclusion as "explosive powder keg."

[191] Mr. Potvin, a sergeant at the time but now retired, who had been among the troops previously involved in the incidents in 1996 and 2000, and those in 1997 with the school closure, tried to claim on behalf of the Plaintiffs that District 8 Commander R. White lacked experience having recently been promoted to the position of commander. Mr. Potvin said that he would have done things differently and that the riot troop should have been called in sooner, even before the incidents on May 3, 2003.

[192] With respect to Mr. Potvin's criticisms, the District 8 RCMP had had to issue an apology in 2003 in the wake of the report by the Commission for Public Complaints Against the RCMP for using the riot troop precipitously during a demonstration from May 2 to 4, 1997, in the communities of Saint-Sauveur and Saint-Simon in protest of a school closure.

[193] Mr. Potvin was actually the commanding officer on the ground who had

requested the riot troop. Once the riot unit reached the scene, it took [TRANSLATION] “control and ensured that operations were executed smoothly. It also had to ensure that the response was carried out according to the applicable standards and that the least possible force was used.”

[194] In the conclusions to the report, the author rebuked Mr. Potvin for failing to inform the demonstrators of the intent to call in the riot troop and, worse yet, for deploying the specialty unit and using tear gas prematurely. In addition, according to the author of the report, the use of soft helmets would have been more than adequate initially and probably would not have been perceived with as much hostility by the demonstrators as facing police officers in hard helmets. The RCMP undoubtedly had this embarrassing situation in mind, for which Mr. Potvin was one of the parties responsible, in May 2003.

[195] Mr. Berniqué, the expert called to give evidence by the Plaintiffs, would have called in not only the riot troop but also the tactical troop when the Minister of Fisheries informed the parties, in April 2003, that the fishing plan was suddenly going to be unveiled before reconsidering his decision and postponing his announcement.

[196] There is clearly no basis for such a suggestion and if in an earlier situation it was found, with knowledge of the facts, to have been wrong to call in the troop prematurely, Mr. Berniqué’s suggestion seems to be equally so. No matter what they say, it is always easier to judge after the fact than to make decisions at the time of the events.

[197] A significant number of sites had been targeted for possible protests. The FMS plant was one of them following the mechanization of its crab processing line, identified as an additional source of friction but no more a target than many other plants. A business dispute with another plant was certainly not anticipated.

[198] From the morning of May 2, 2003, the DFO's fishing plan announcement was imminent and the RCMP stepped up patrols at the DFO offices in Tracadie-Sheila, Shippagan and Caraquet. In the morning, Sergeant Pagé received information about possible mischief at sea and he notified the coast guard, asking them to remain alert for safety at sea.

[199] Later in the day, the DFO released the fishing plan for the 2003 season, which made significant cuts to crab catches across the board, going from 23,000 metric tons to 17,000 metric tons. Worse still, traditional harvesters, in addition to this overall reduction, were going to share the quota with offshore fishers who had not previously had a crab quota and, finally, the First Nations' quota, which was part of the total quota now set at 17,000 metric tons, was going to remain the same as the year before, even with the reduced quota, hence the importance of keeping these new harvesters at one's plant!

[200] Before midnight on May 2, 2003, the crab traps stored at the FMS warehouse were set on fire. In retrospect, although it is possible to argue the opposite, it is reasonable to conclude that this fire was the first sign of an attack against FMS and of what was to follow in the pursuit of their goal to destroy all of Daley Brothers' property in Shippagan and make sure it was stamped out before the company began its crab processing activities in Shippagan. In fact, Daley Brothers never deigned to come back and rebuild.

[201] In any event, the RCMP mobilized additional resources from District 8 to patrol later during the night of May 2 to May 3, 2003. Constable Boissonneault discussed the events with Sergeant Pagé but there was no gathering or clue and, again, no one could

give evidence about the fire, even after canvassing the neighbourhood. Order and control were quickly restored after the traps had been put out, although Sergeant Pagé described the incident as an early warning without being able to say what he thought might happen next. By no means did he want to imply that FMS's property was a target.

[202] As part of his routine visits, Constable Boissonneault went to meet with Mr. Albert at the FMS plant on the morning of May 3, 2003. Two RCMP members were available and at work that morning on patrol in Shippagan. At about 10:00 a.m., Mr. Albert was informed that the traps had been delivered to the Shippagan wharf.

[203] As previously related, Mr. Albert had spoken with J.-P. Hébert from Belle Île Fisheries and expressed his annoyance, but there was absolutely nothing to suggest planning for the fires that followed in the afternoon and evening.

[204] Again, it was in evidence that J.-P. Hébert asked to put the traps on the wharf and move other items away from the traps and lines. There was clearly a planned gathering in progress on the Shippagan wharf to set fire to them.

[205] The perpetrators burned the traps and Mr. Albert was informed just like the other security and fire services were.

[206] Some people reported that a group of about thirty was on the wharf while others said about a hundred, according to a firefighter who arrived on the scene. One thing is for certain: the demonstrators prevented the firefighters from putting out the fire. Even J.-P. Haché, a firefighter wearing his jacket and a boat captain connected with the Belle Île Fisheries plant, was identified as one of the people who threw crab traps and fuel on the fire. He also pleaded guilty to charges, including arson, in Provincial Court.

[207] Response level 1 was deployed as soon as the RCMP dispatched a patrol to the



scene and became aware of the circumstances with this agitated crowd, followed immediately by level 2 of the operational response plan. Level 2 provided for increased RCMP resources and a larger complement of members to support District 8 with backup from Districts 5, 6 and 9. By about 12:30 p.m., the demonstrators had dispersed and the trap fire was under control.

[208] Traffic control was implemented. Despite calm having been restored, the police presence was kept up and the ongoing risks were analyzed throughout the day with Commander White, who was on the scene with Sergeants Pagé and Leahy. There was no indication that further incidents were in the offing and nothing to suggest the need to call in the tactical troop.

[209] After lunch, the RCMP was informed that a meeting was planned for harvesters and crew members of local crabbers, which was supposed to take place at the travel slip at 2:00 p.m. Between 12:30 and 2:00 p.m., Corporal C. Déry was informed by a demonstrator heading to the travel slip that some boats were going to be burned. He, in turn, informed Constable M. Boissonneault. No one could corroborate or legitimize that information at the time. However, Constable Déry and Constable Gallant were asked to patrol the area around the travel slip on the FMS plant side. Constables Dubois and Milot were asked to monitor the entrance to the travel slip.

[210] At about 2:00 p.m., approximately two to three hundred people were in the travel slip, including women and children. Constables Dubois and Milot, who were inside the travel slip, were asked to leave and L. Goupil threatened them with removal from the travel slip if they did not do so voluntarily, claiming first and foremost that this was a perfectly legal meeting. After they left, Mr. Goupil locked the gate to the travel slip and

no one could enter or exit. The two constables observed the situation from the outside, taking notes and reporting to Constable Boissonneault, their supervisor, on the sequence of events. A member of the RCMP's forensic identification unit was dispatched to the scene to film the proceedings from outside the travel slip and facilitate the process of identifying and charging the perpetrators of any crimes that might be committed.

[211] Throughout the afternoon, District Commander R. White, Inspector D. Nugent and their superior, Chief Superintendent J. Payne, the Criminal Operations Officer in charge of deploying the riot troop, discussed the gradation of the risks. They were informed of the events observed by the police officers on the ground, whether in Shippagan, Caraquet, Lamèque, Tracadie-Sheila or elsewhere, with regard to the various risks and potential targets, including First Nations interests and government and private property. These senior RCMP officers had to collate and analyze all the information passed on to them by all the officers on the ground.

[212] At about 3:00 p.m., Sergeant Leahy informed Commander R. White that three boats made available to the First Nations had been isolated and overturned. It was at this point that the discussions intensified and Commander R. White considered deploying the riot troop even though backup from the neighbouring districts continued to arrive. Those involved could see then that First Nations interests were being targeted and that the situation was developing quickly.

[213] Even before the three First Nations boats were set on fire, two police officers were asked to go watch over the MNS located behind the FMS plant. Approximately twenty officers from different districts were on the scene at about 4:00 p.m. and at the

same time all three boats in the travel slip were set on fire. At 4:30 p.m., the RCMP officials decided to call in the riot troop, which represents level 3 of the response plan. It would take approximately four to five hours for this troop to be able to deploy given the proximity of its members.

[214] The firefighters called in to fight the boat fire were confronted by the demonstrators, who prevented them from doing their job by throwing rocks and bottles at them. They could not get close to the burning targets, even from outside the travel slip, until 6:00 p.m., which is when the people in the travel slip dispersed after the gate was opened, enabling first the RCMP and then the firefighters to enter and fight the fire. Order was restored but the tactical troop was still preparing to deploy.

[215] Word then got around that the plant and warehouse were these rioters' next targets. Police officers (12 to 14) were deployed to secure the FMS plant.

[216] At about 9:15 p.m., another crowd of demonstrators arrived and made its way to the FMS warehouse. Some wood pallets, crab traps and the warehouse itself were set on fire using flares – a fire that spread throughout the building. R. White, K. Leahy and M. Boissonneault went to the scene to observe these criminal activities. Faced with a group of about 50 masked individuals, the police officers could do nothing and the rioters once again prevented the firefighters from fighting these fires and responding by blocking their access.

[217] An RCMP helicopter was called in and flew over the scene, shining light on and filming the demonstrators, who were already heading for the FMS plant. A forensic identification officer was on the ground filming the ongoing criminal activities of these rioters near the plant. The rioters assaulted the officer holding the camera, which was

taken away from him, along with the images, and thrown into the fire. Fearing for his life, the officer had to draw his weapon and threaten to use it if the rioters did not back up.

[218] Under attack by the rioters, most wearing balaclavas, with rocks, bottles, other metal objects and flares, the police officers (12 to 14) stationed in front of and around the plant had to retreat given the number of violent individuals.

[219] Flares were launched at the helicopter, which also had to turn back for safety reasons.

[220] Between 10:15 and 10:30 p.m., some very aggressive rioters attacked the plant, breaking down doors and smashing windows, to set fire to it. As a result, the plant was completely destroyed by fire and vandalism.

[221] Members of the riot troop had been converging on Shippagan since the call to the troop at about 4:30 p.m. on May 3, 2003. However the troop was not deployed as a troop and could not be deployed until all its members had arrived in order to provide an effective and credible response. Ultimately, the troop could not be deployed before the plant was set on fire.

[222] Nevertheless, members of the riot troop were assigned duties such as "soft hat", i.e., regular policing duties, as they arrived from across the province. The 110 police officers on the ground, spread across the area, were never sufficient to stop this riot on May 3, 2003.

### iii. Application of the law to the facts of this case and conclusion

[223] The claimed losses are the consequences of the RCMP's failure to prevent the

crimes committed by the third parties who destroyed the Plaintiffs' property.

[224] In this case, if we consider the applicable legal principles, an analysis of the facts accepted from the evidence does not fall within a preexisting category of the duty of care the RCMP owes the Plaintiffs.

[225] The Court rejects the contention that it was reasonably foreseeable that there would be acts of violence and civil disobedience on the scale of the events in Shippagan on May 3, 2003, with respect to the property that was burned.

[226] The case law submitted by the Plaintiffs focusses on the relationship of proximity described in *Jane Doe v. Metropolitan Toronto (Municipality) Commissioners of Police* [1990] OJ No. 1584, which is distinguishable on the facts in this case and cannot be used to support a finding that the duty of care falls within a preexisting category.

[227] The facts in *Jane Doe* turn on an individual who committed a series of sexual assaults over a one-year period in a specific area of Toronto, whose *modus operandi* was the same in each instance. The criminal incidents in Shippagan in 2003 had never been seen before and were unprecedented.

[228] The case of *Haggerty v. Rogers* 2011 ONSC 5312 is also similarly distinguishable from the present case, and in *Walsh v. Coady Estate* 2015 NSSC 175, another decision submitted by the Plaintiffs, a preexisting category was established. That is not the case here.

[229] In addition, the preexisting category in the cases referenced in the above paragraphs, put forward by the Plaintiffs, is based on the failure to act in accordance with policies set by the police force. In this case, the operational response plan drawn up by Sergeant Pagé in April 2003 was intended as "an important reference" and not a

set policy relevant to the issue of the applicable standard of care.

[230] Having so found, the *Anns/Cooper* test must be applied to determine if the facts disclose reasonably foreseeable harm and sufficient proximity to recognize a *prima facie* duty of care.

[231] The Plaintiffs have not established the existence of a duty of care owed to them by the RCMP, and the Court knows of no precedent. In its operational response plan, the RCMP refers to places that might be targeted for vandalism. This allusion in no way shows knowledge that FMS's plant and property were going to be set on fire.

[232] The RCMP's information gathering in the months leading up to the events neither creates nor builds any particular relationship with the Plaintiffs giving rise to the proximity required for a duty of care to exist.

[233] Section 18 of the *Royal Canadian Mounted Police Act* imposes on its members a statutory duty to the public and a contractual duty to the province to preserve the peace and prevent crime but does not create a private law duty of care.

[234] The common law recognizes the existence of a duty that is not the same as a private law duty of care, for police forces to protect life, limb and property (see: *O'Rourke et al v. Schacht* [1976] 1 SCR 53, at p. 66). The RCMP's role is to maintain public safety in the broad sense, including the protection of life and property.

[235] The RCMP does not owe a private law duty of care to specific members of the public such as FMS, for example, but rather has a public duty to prevent crime and preserve the peace.

[236] The Plaintiffs failed to discharge the onus of establishing a private law duty to protect their property in particular, and if it were otherwise, it would prevent the RCMP

from effectively discharging its statutory duty to the general public. These conflicting duties justify denying a finding of proximity between the Plaintiffs and the RCMP.

[237] In the wake of the events of May 3, 2003, the RCMP was in possession of information that several plants, boats, DFO offices, and other locations across the Acadian Peninsula, might be targeted in Lamèque, Caraquet, Tracadie and Shippagan. The RCMP could not anticipate or confine itself to one specific location where the crime was committed. It was late afternoon on May 3, 2003, before the RCMP realized the scale of the public disobedience, too late to allow for the resources from across the province needed to implement level 3 of the response plan and to deploy the tactical squad in that area and even then to guarantee a specific outcome.

[238] The available information was such that the Plaintiffs' property was indistinguishable from the property of the general public across the Acadian Peninsula as a potential target of attack or civil disobedience, hence the need to deploy resources across the area.

[239] The RCMP's approach made it possible to protect all of the targeted sites and intervene quickly when a fire broke out in a DFO office late in the evening on May 3, 2003. The same would have been true at the plant had it not been for the scale of the riot caused by certain individuals.

[240] A Canadian police force dedicated to protecting everyone should not have a duty to mobilize its available resources to help protect only or mainly the interests of one particular individual. The RCMP is a police force for the general public and not a private agent acting as a security company.

[241] Under the circumstances, it would be imprudent to impose on the RCMP a duty

of care to the Plaintiffs as it would undermine the RCMP's public law duties.

[242] Indeed, there was no expectation of the RCMP, or that the RCMP had made any representations to the Plaintiffs as to the protection of their property in particular, or that the Plaintiffs were relying on the RCMP to protect their property.

[243] The Plaintiff at the FMS plant had its own private guard and there is a private insurance plan that the Plaintiffs could have taken advantage of to protect their interests in case of a loss like the one that occurred in this case. It would be ridiculous to ask Canadian taxpayers to cover losses caused by criminals because those losses are underinsured or uninsured.

[244] If the Court had recognized a duty of care between the parties, then the Court takes the view that the RCMP exercised the same care that an ordinary, reasonable and prudent person in the same circumstances would have exercised.

[245] The RCMP is not liable for the losses suffered by the Plaintiffs on May 3, 2003. The damage sustained was not the result of any fault of the RCMP. Moreover, the Plaintiffs did not prove that the RCMP was negligent. The Plaintiffs' main argument that the RCMP failed to assemble the tactical squad so it could be deployed in a timely manner cannot be accepted.

[246] The standard of care applicable to police conduct is that of a reasonable police officer in the same circumstances. Identifying the standard is a question of law. However, applying that standard to conduct on a case-by-case basis is a question of fact.

[247] The question-of-fact analysis to assess the reasonableness of a police officer's conduct is not based on perfection or the optimal, or consideration of the conduct from



the vantage of hindsight. A reasonable police officer may make errors in judgment which cause unfortunate results and is not required to achieve desired results. An officer's conduct should be assessed, *inter alia*, in light of the urgency of the situation and the information available at the time of the conduct (see: *Hill, supra*).

[248] The parties adduced expert reports and the experts testified. In light of the case law, and considering the reasonableness standard of care, this Court need not choose one party's version.

[249] In any case, a planned police response is based on the available information. The scraps of information gathered during the day on May 3, 2003, and before had to be collated, and it was reasonable to conclude that the fishing season would get off to an uneventful start and that any potential problems would occur at sea; injunction applications were being considered while at the same time considering possible civil disobedience. The RCMP had dealt with such disobedience at the DFO office in the days leading up to the release of the fishing plan, as indicated above.

[250] The explosive situation allegation referenced by police officials in drawing up the response plan was in connection with potential labour disputes resulting from the lack of resources or from the mechanization or improvement of certain processing plants on the Acadian Peninsula, including the plant belonging to the Plaintiffs. There is nothing in the evidence to support a finding that the Plaintiffs' plant, or their warehouse, was a target for arson prior to May 3, 2003. The Plaintiffs' expert tried to suggest that the violent attack was imminent, but was unable to point to any piece of information substantiating such a suggestion.

[251] Of course, Mr. Potvin, a sergeant since retired, tried to suggest that the riot troop

should have been deployed following a meeting of harvesters in Campbellton on April 28, 2003, four days before the fishing plan was released. Nothing in the evidence, even analyzed in hindsight, would have justified such a deployment.

[252] The RCMP went to considerable effort to try to predict every possibility and what to expect when fishing season opened on the Acadian Peninsula, and there was no clue to this incident until the event of May 3, 2003. Until 6:30 p.m. on May 3, 2003, there was no indication that FMS's assets were a potential target of attack.

[253] After the three boats in the travel slip were burned, particular attention was paid to the First Nations boat (the MNS) moored behind the plant and, later, after 6:30 p.m., the FMS plant. And even then, there was nothing to suggest such a violent reaction.

[254] In a letter to the RCMP dated September 4, 2003, regarding the management of the events of May 3, 2003, the New Brunswick Department of Public Safety wrote:

**[Translation]**

**"I would like to congratulate the RCMP on how it responded with little notice to a complex and volatile situation, preventing injuries and loss of life."**

Such a statement has merit.

[255] For these reasons, the Plaintiffs' action against the Defendant is dismissed with costs.

#### **H. Provisional Assessment of Damages**

[256] The Plaintiffs claim the following in the amended Statement of Claim:

**16. As a result of the breach of fiduciary duty and/or common law duty of care, (...) and/or the negligence of the RCMP, the Plaintiffs have suffered the following losses:**

|  |                       |
|--|-----------------------|
| <b>a) Crab processing building and equipment</b> | <b>\$6,507,000.00</b> |
|--|-----------------------|

|   |                        |
|---|------------------------|
| b) Stock and contents in excess of the insurance coverage     | \$375,000.00           |
| c) J.D. Gauthier Building and equipment                       | \$1,200,000.00         |
| d) Loss of Shippagan Plant Goodwill                           | \$7,066,000.00         |
| e) Loss of Goodwill related to Sea Treat Limited's bankruptcy | \$17,396,000.00        |
| <b>TOTAL</b>  | <b>\$32,544,000.00</b> |

17. (...)

18. As well, the Plaintiffs have been put to the following special damages from 2003 to 2007 inclusively, year of their bankruptcy:

|   |                       |
|---|-----------------------|
| a) Adjusting, appraisal and case management costs (\$175,000.00/year) | \$700,000.00          |
| b) Plant salaries   | \$160,000.00          |
| c) Licence and inspection fees  | \$6,000.00            |
| d) Redesign fee   | \$100,000.00          |
| e) Mitigation costs (\$350,000.00/year)                               | \$1,400,000.00        |
| f) Interest on outstanding loans                                      | \$1,200,000.00        |
| <b>TOTAL</b>  | <b>\$3,566,000.00</b> |

[257] The total amount of damages claimed was therefore over \$36 million (\$32,544,000.00 + \$3,566,000.00 = \$36,110,000.00), to which the Plaintiffs added, at para. 19 of the Notice of Action, an unliquidated claim for exemplary and punitive damages as well as interest and costs.

[258] First, there is no basis for Sea Treat's application to claim \$17.4 million. Sea Treat was the company that sold the seafood output of 11 plants in the Daley Brothers conglomerate. That the twelfth, FMS, which never operated, caused such significant losses to Sea Treat defies belief.

[259] Second, FMS never rebuilt its Shippagan plant and as it never operated, it is ridiculous to claim over \$7 million for goodwill. Goodwill, why?

[260] With respect to the special damages listed at para. 18, this claim is absolutely

without merit and no evidence was adduced to justify such a claim for special damages.

[261] The Court tends to think that FMS was entitled to the market value of its equipment, buildings and all of the items damaged in these fires.

[262] To that end, among the documents submitted to the Court was an action filed against their insurance company and the agent who had failed to insure these Shippagan facilities. An out-of-court settlement was reached apportioning a 30% share of the liability to the Plaintiffs.

[263] The union received the sum of \$1,950,000.00 and \$375,000.00, for a total of \$2,325,000.00, by way of a settlement in this case. Based on that settlement, an additional 30% would be owed in this matter. The amount resulting from the Pierringer agreement with the Town of Shippagan should also be taken into account and the amount received should be deducted from the 30% figure. Therefore, Daley Brothers would be compensated for these property losses.

[264] Lastly, although no rebuilding ever took place, FMS would also have been entitled to its loss of profits for 2003 as the Court is of the view that these losses for 2003 are a direct result of the fire and FMS could not operate without rebuilding. Ernest Boudreau, their chartered accountant, estimated this loss of profit for 2003 at \$670,000.00 before taxes.

[265] These are the Court-estimated provisional damages.

#### **I. Costs and Disbursements**

[266] Costs are determined based on the amount involved, complexity of the proceeding and importance of the issues. The Court considered the principles set out in

*Doucet & Spielo Manufacturing Inc.* 2011 NBCA 44, which are relevant in this case. Finally, the facts outlined in this judgment and the duration of the trial speak for themselves. Indeed, the level of complexity was high and the issues to be determined were important.

[267] Accordingly, fees will be assessed in accordance with Tariff "A", Scale 5, of Rule 59 based on an amount involved of \$40,000,000.00, representing \$209,950.00 in costs, HST, as well as assessable disbursements payable to the Defendants by the Plaintiffs jointly and severally.

[268] The amount involved of \$40,000,000.00 was considered because of the amount claimed by the Plaintiffs in their submission after the trial, rounded accordingly for calculation purposes.

Decision rendered this 18<sup>th</sup> day of November 2019, at Moncton, New Brunswick.

(Original signed by Justice Jean-Paul Ouellette)  
The Honourable Justice Jean-Paul Ouellette  
Court of Queen's Bench of New Brunswick

FOURTH REPORT OF DELOITTE RESTRUCTURING INC.

COURT NOS: 13515, 13516, 13517, 13518, 13519, 13520, 13521, 13522, 13523, 13524, 13525, 13526, 13527,  
13528, 13529, 13530, 13531, 13532

ESTATE NO: 51-125452

MARCH 13, 2023

## **Appendix D**

### **AFFIDAVIT OF JAMES FORAN**

FOURTH REPORT OF DELOITTE RESTRUCTURING INC.

COURT NOS: 13515, 13516, 13517, 13518, 13519, 13520, 13521, 13522, 13523, 13524, 13525, 13526, 13527,  
13528, 13529, 13530, 13531, 13532

ESTATE NO: 51-125452

MARCH 13, 2023

## **Appendix E**

### **AFFIDAVIT OF NEIL JACOBS**

FOURTH REPORT OF DELOITTE RESTRUCTURING INC.

COURT NOS: 13515, 13516, 13517, 13518, 13519, 13520, 13521, 13522, 13523, 13524, 13525, 13526, 13527,  
13528, 13529, 13530, 13531, 13532

ESTATE NO: 51-125452

MARCH 13, 2023

## **Appendix F**

### **AFFIDAVIT OF MICHEL ST. PIERRE**



**2006 01G 13515-13532**  
**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR**  
**IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF** the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended

|                 |                                       |   |
|-----------------|---------------------------------------|---|
| <b>BETWEEN:</b> | <b>DELOITTE RESTRUCTURING INC.</b>    | <b>APPLICANT</b>                        |
| <b>AND:</b>     | <b>SEA TREAT LIMITED</b>              | <b>RESPONDENT<br/>(COURT NO. 13515)</b> |
| <b>AND:</b>     | <b>DALEY BROTHERS LIMITED</b>         | <b>RESPONDENT<br/>(COURT NO. 13516)</b> |
| <b>AND:</b>     | <b>D.B.L. FISHING COMPANY LIMITED</b> | <b>RESPONDENT<br/>(COURT NO. 13517)</b> |
| <b>AND:</b>     | <b>10561 NEWFOUNDLAND LIMITED</b>     | <b>RESPONDENT<br/>(COURT NO. 13518)</b> |
| <b>AND:</b>     | <b>10563 NEWFOUNDLAND LIMITED</b>     | <b>RESPONDENT<br/>(COURT NO. 13519)</b> |
| <b>AND:</b>     | <b>KEGASKA SEAFOODS LIMITED</b>       | <b>RESPONDENT<br/>(COURT NO. 13520)</b> |
| <b>AND:</b>     | <b>MISSING LINK LIMITED</b>           | <b>RESPONDENT<br/>(COURT NO. 13521)</b> |
| <b>AND:</b>     | <b>GRAND BANKER ENTERPRISE LTD.</b>   | <b>RESPONDENT<br/>(COURT NO. 13522)</b> |
| <b>AND:</b>     | <b>ANCHOR SHELLFISH INC.</b>          | <b>RESPONDENT<br/>(COURT NO. 13523)</b> |
| <b>AND:</b>     | <b>VIKING SEA PRODUCTS LTD.</b>       | <b>RESPONDENT<br/>(COURT NO. 13524)</b> |

**2006 01G 13515-13532**  
**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR**  
**IN BANKRUPTCY AND INSOLVENCY**

|             |   |   |
|-------------|---|---|
| <b>AND:</b> | <b>VAIR HOLDINGS LIMITED</b>            | <b>RESPONDENT</b><br><b>(COURT NO. 13525)</b> |
| <b>AND:</b> | <b>ST. PAUL SEAFOODS LTD.</b>           | <b>RESPONDENT</b><br><b>(COURT NO. 13526)</b> |
| <b>AND:</b> | <b>CB SEAFOODS LIMITED</b>              | <b>RESPONDENT</b><br><b>(COURT NO. 13527)</b> |
| <b>AND:</b> | <b>HOWARD TURNER AND SONS LIMITED</b>   | <b>RESPONDENT</b><br><b>(COURT NO. 13528)</b> |
| <b>AND:</b> | <b>513087 N.B. INC.</b>                 | <b>RESPONDENT</b><br><b>(COURT NO. 13529)</b> |
| <b>AND:</b> | <b>LE FRUITS DE MER SHIPPAGAN LTEE</b>  | <b>RESPONDENT</b><br><b>(COURT NO. 13530)</b> |
| <b>AND:</b> | <b>CHETICAMP PACKERS (1991) LIMITED</b> | <b>RESPONDENT</b><br><b>(COURT NO. 13531)</b> |
| <b>AND:</b> | <b>LA DIGUE FISHERIES LIMITED</b>       | <b>RESPONDENT</b><br><b>(COURT NO. 13532)</b> |

**INTERLOCUTORY APPLICATION**  
***(Inter Partes)***

| <b>SUMMARY OF CURRENT DOCUMENT</b>                 |   |
|--|---|
| Court File Number:                                 | 2006 01G 13515-13532  |
| Date of Filing Document:                           | _____, 2023   |
| Name of Party Filing or Person:                    | Deloitte Restructuring Inc., in its capacity as Court-appointed Interim Receiver-Manager (the " <b>Interim Receiver</b> ") of the Respondents (the " <b>Debtors</b> ")  |
| Application to which Document being filed relates: | <p>Application by the Interim Receiver for an Order:</p> <p>(i) Approving the activities of the Interim Receiver as set out in the Interim Receiver's Fourth Report to the Court;</p> <p>(ii) Approving the accounts of the Interim Receiver and its counsel;</p> <p>(iii) Approving the distribution of funds as proposed by the Interim Receiver and as set out in the Interim Receiver's Fourth Report; and</p> <p>(iv) Discharging Deloitte Restructuring Inc. as Interim Receiver-Manager.</p> |
| Statement of Purpose in Filing:                    | Affidavit regarding Legal Accounts  |
| Court Sub-File Number, if any:                     | N/A   |

### AFFIDAVIT

I, Michel St-Pierre, of the City of Quebec, in the Province of Quebec, make oath and say as follows:

1. That I am a Partner with Cain Lamarre, and a former Partner with Beauvais Truchon.
2. Attached hereto and marked as Exhibit "A" is a copy of the two invoices rendered by Beauvais Truchon for the period of March 27, 2018 to June 8, 2018. The invoices are summarized rendered to the Interim Receiver. The Invoices are a fair and accurate description of the services provided, the disbursements incurred, and the amounts charged by Beauvais Truchon. I am advised by the Interim Receiver that it has reviewed the Invoices and that it considers the fees and disbursements as fair and reasonable.

3. Attached hereto and marked as Exhibit "B" is a copy of the twelve invoices rendered by Cain Lamarre for the period June 19, 2018 to December 19, 2019. The invoices are summarized and rendered to the Interim Receiver. The Invoices are a fair and accurate description of the services provided, the disbursements incurred, and the amounts charged by Cain Lamarre. I am advised by the Interim Receiver that it has reviewed the Invoices and that it considers the fees and disbursements as fair and reasonable.
4. Attached hereto and marked as Exhibit "C" is a schedule summarizing the Invoices, the total billable hours charged, and total fees charged along with the average hourly rate charged.
5. That I swear this Affidavit solely for the purposes aforesaid knowing it is an offence to swear a false affidavit.

**SWORN TO** at Quebec City, in the Province of Quebec, this 21<sup>st</sup> day of February, 2023 before me:

Annie Trudel  
Barrister, Notary Public or Commissioner  
for Oaths  
[affix seal or stamp]



Michel St-Pierre

**Michel St-Pierre**

This is Exhibit "A" referred to in the Affidavit of Michel St-Pierre, sworn to or affirmed before me this 21<sup>st</sup> day of February, 2023.

Annie Trudel





|                                       |                    |
|---------------------------------------|--------------------|
| TOTAL FEES :                          | 356,00 \$          |
| TOTAL TAXABLE DISBURSEMENTS :         | 2 315,20 \$        |
| SUBTOTAL :                            | 2 671,20 \$        |
| G.S.T. : R122494867 (5,00%)           | 133,56 \$          |
| Q.S.T. : 1007384188 (9,975%)          | 266,45 \$          |
| <b>TOTAL FEES AND DISBURSEMENTS :</b> | <b>3 071,21 \$</b> |

# BEAUVAIS TRUCHON

LAW FIRM

Marie-Josée Hébert  
Facsimile: (418) 692-5082  
E-mail: mjhebert@avbt.com

Quebec City, July 25<sup>th</sup>, 2018

**PERSONAL AND CONFIDENTIAL**  
By email ([jforan@deloitte.ca](mailto:jforan@deloitte.ca))  
and original by mail

**Mr. James Foran**  
Vice-president, financial advisory services  
Deloitte  
1969 Upper Water Street, suite 1500  
Purdy's Wharf Tower II  
Halifax, Nova Scotia, B3J 3R7

**Re: Shippagan Plant**  
Our file : 12-2251

---

Dear Mr. Foran,

Please find here attached our invoice for Mr. Michel St-Pierre's fees and the disbursements incurred in the above-mentioned file for the period beginning April 30<sup>th</sup>, 2018 and ending June 15<sup>th</sup>, 2018.

Yours truly,



**BEAUVAIS TRUCHON, L.L.P.**  
MJH/ds

Encl.: bill 104494



# BEAUVAIS TRUCHON

LAW FIRM

Invoice : 0000104494

July 24, 2018

## DELOITTE MANAGEMENT SERVICES LP

1969, Upper Water Street  
Halifax (Nova Scotia) B3J 3R7

**FILE :**               **SHIPPAGAN PLANT**  
                              **5823 122251/MSP**

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### Fees :

|            |   |
|------------|---|
| 2018-05-22 | Telephone conversation with Mr. Bowlin. Telephone conversation with Mr. Rémy Boudreau.<br>(MSP 0,40 hrs.)   |
| 2018-05-23 | Telephone conversation with Mr. Bowlin. Telephone call to Mr. Boudreau.<br>(MSP 0,60 hrs.)  |
| 2018-05-31 | Telephone conversation with Mr. Michael Bowlin. Telephone conversation with Mr. Rémy Boudreau.<br>(MSP 0,40 hrs.)   |
| 2018-06-06 | Telephone conversation with Mr. Bowlin. Telephone conversation with Mr. Boudreau.<br>(MSP 0,60 hrs.)  |
| 2018-06-07 | Telephone call to Mr. Boudreau. Review of Caselaw. Letter to Mr. Boudreau.<br>(MSP 0,80 hrs.)   |
| 2018-06-08 | Work in file. Review of documents. Telephone conversation with Mr. Bowlin. Telephone conversation with Mr. Boudreau. Review of Caselaw on the proposed settlement.<br>(MSP 2,00 hrs.) |

### Fees :

1 584,00 \$

### Breakdown of hours :

|                      |                  |                |             |
|----------------------|------------------|----------------|-------------|
| MICHEL ST-PIERRE     | <u>4,80 hrs.</u> | 330,00 \$/hrs. | 1 584,00 \$ |
| <b>Total hours :</b> | 4,80 hrs.        |                | 1 584,00 \$ |

**Taxable disbursements:**

|                     |          |
|---------------------|----------|
| LONG DISTANCE CALLS | 21,20 \$ |
| PHOTOCOPIES         | 0,75 \$  |

---

21,95 \$

|              |             |
|--------------|-------------|
| TOTAL FEES : | 1 584,00 \$ |
|--------------|-------------|

|                               |          |
|-------------------------------|----------|
| TOTAL TAXABLE DISBURSEMENTS : | 21,95 \$ |
|-------------------------------|----------|

|            |             |
|------------|-------------|
| SUBTOTAL : | 1 605,95 \$ |
|------------|-------------|

|                             |          |
|-----------------------------|----------|
| G.S.T. : R122494867 (5,00%) | 80,30 \$ |
|-----------------------------|----------|

|                              |           |
|------------------------------|-----------|
| Q.S.T. : 1007384188 (9,975%) | 160,19 \$ |
|------------------------------|-----------|

|                                       |                    |
|---------------------------------------|--------------------|
| <b>TOTAL FEES AND DISBURSEMENTS :</b> | <b>1 846,44 \$</b> |
|---------------------------------------|--------------------|

This is Exhibit "B" referred to in the Affidavit of Michel St-Pierre, sworn to or affirmed before me this 21<sup>st</sup> day of February, 2023.

Annie Trudel



**Deloitte**  
1500 - 1969 Upper Water Street  
Halifax (Nova Scotia)  
B3J 3R7



*Approved for Payment -*  
*[Signature]*  
*Aug 25 / 2018*

Quebec, August 15<sup>th</sup>, 2018

Invoice: 20-0000125231

**Case:** Ville de Shippagan et Gendarmerie Royale du Canada - Shippagan Plant  
Our file no.: 214451 / 20-18-3098

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**FEEES FOR PROFESSIONAL SERVICES RENDERED  
BETWEEN JUNE 19<sup>TH</sup>, 2018 AND JULY 27<sup>TH</sup>, 2018**

---

**INVOICE SUMMARY**

**PROFESSIONAL FEES**

|                   |                    |
|-------------------|--------------------|
| <b>Total fees</b> | <b>\$17,721.00</b> |
| HST (15%)         | \$2,658.15         |

**TAXABLE DISBURSEMENTS**

|                                    |                 |
|------------------------------------|-----------------|
| <b>Total taxable disbursements</b> | <b>\$374.81</b> |
| HST (15%)                          | \$56.22         |

---

|                    |                    |
|--------------------|--------------------|
| <b>Grand total</b> | <b>\$20,810.18</b> |
|--------------------|--------------------|

---

Québec, August 16, 2018



**MR. JAMES FORAN**  
VICE-PRESIDENT | FINANCIAL ADVISORY SERVICES  
DELOITTE  
1500 – 1969 Upper Water Street  
Purdy's Wharf Tower II  
Halifax (Nova Scotia) B3J 3R7

**Re :** Shippagan Plant  
Our file : 20-18-3098

---

Dear Mr. Foran,

Attached please find our invoice for fees and disbursements incurred in the above-mentioned file for the period beginning June 19 and ending on July 27, 2018.

Trusting the whole to your satisfaction.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Michel St-Pierre', with a long horizontal flourish extending to the right.

MICHEL ST-PIERRE  
**Cain Lamarre SENCRL**  
michel.st-pierre@cainlamarre.ca

MSP/mcg  
Encl.



## DETAILED INVOICE

### PROFESSIONAL FEES

|            |     |           |   |
|------------|-----|-----------|---|
| 2018-06-19 | MSP | 2,50 h ✓  | Telephone conversation with Mr. Rémy Boudreau;<br>Review of the correspondence;<br>Letter to Mr. Terry Daley;<br>Conference call;<br>Review of BDO's report;<br>Telephone call to Mr. Michael Bowlin;<br>Telephone call to Mr. Jean Bélanger; |
| 2018-06-26 | MSP | 2,50 h ✓  | Receipt and consideration of various correspondence from Mr. Michael Bowlin, Mr. Rémy Boudreau and Mr. James Foran;<br>Telephone call to Mr. Jean Bélanger;<br>Filing of rebuttal reports;  |
| 2018-07-03 | MSP | 1,60 h ✓  | Analysis of the Nadeau Poultry Farm decision and of the proposed settlement;<br>Receipt and consideration of correspondence;<br>Letter to client;<br>Telephone conversation with Mr. Jean Bélanger;<br>Telephone call to Mr. Rémy Boudreau;   |
| 2018-07-04 | MSP | 1,20 h ✓  | Conference call;<br>Telephone conversations with Mr. Jean Bélanger (2);<br>Letter to Mr. Terry Daley;   |
| 2018-07-05 | MSP | 0,20 h ✓  | Letter to Mr. Jean Bélanger;  |
| 2018-07-06 | MSP | 0,60 h ✓  | Long telephone conversation with attorney Éric Lafrenière;  |
| 2018-07-06 | MSP | 0,60 h ✓  | Letter to McInnes Cooper and to Stewart McKelvey;<br>Letter to Mrs. Rosemary Buckingham;  |
| 2018-07-11 | MSP | 3,60 h ✓  | Analysis of correspondence received from Mr. Michael Bowlin;<br>Letter to Mr. Bowlin;<br>Review of the DMD Economics report;  |
| 2018-07-12 | MSP | 3,00 h ✓  | Traveling to Montreal;  |
| 2018-07-13 | MSP | 10,50 h ✓ | Meeting with Mr. Terry Daley, Mrs. Rosemary Buckingham, Mr. Jean Bélanger and Ms. Claudia O'Connor;<br>Traveling to Quebec;   |

|            |     |        |   |
|------------|-----|--------|---|
| 2018-07-17 | MSP | 6,00 h | Review of documents;<br>Preparation of a list of admissions of facts;                   |
| 2018-07-19 | MSP | 0,40 h | Telephone conversation with Mr. Michael Bowlin;<br>Telephone call to Mr. Rémy Boudreau; |
| 2018-07-20 | MSP | 2,00 h | Drafting of the notice to admit facts;<br>Correspondence from Mr. Michael Bowlin;       |
| 2018-07-23 | MSP | 6,00 h | Drafting of the notice to admit facts;<br>Selection of documents;                       |
| 2018-07-24 | MSP | 5,00 h | Drafting of the notice to admit facts;  |
| 2018-07-25 | MSP | 3,00 h | Drafting of the notice to admit facts;  |
| 2018-07-26 | MSP | 2,00 h | Telephone conversation with Mr. Rémy Boudreau;<br>Drafting of the notice to admit;      |
| 2018-07-27 | MSP | 3,00 h | Drafting of the notice to admit facts.  |

Detailed professional fees

MSP                      Me Michel St-Pierre                      53,70 h    at    \$330.00/h =    \$17,721.00

**Total fees**

**\$17,721.00**

**TAXABLE DISBURSEMENTS**

|                     |          |
|---------------------|----------|
| Lodging             | \$173.88 |
| Meal                | \$39.16  |
| Photocopies charges | \$12.50  |
| Travelling expenses | \$149.27 |

**Total taxable disbursements**

**\$374.81**

|                    |                    |
|--------------------|--------------------|
| <b>Sub-total</b>   | <b>\$18,095.81</b> |
| HST (15%)          | \$2,714.37         |
| <b>Grand total</b> | <b>\$20,810.18</b> |

---

Interest of 1.25% per month (15% per year) will be added to any unpaid amount after 30 days.

*You can make your payment to the order of Cain Lamarre, by cheque, debit, ATM, credit card (Visa, Mastercard) or banking services.*



Québec, September 13, 2018



**MR. JAMES FORAN**  
VICE-PRESIDENT | FINANCIAL ADVISORY SERVICES  
DELOITTE  
1500 – 1969 Upper Water Street  
Purdy's Wharf Tower II  
Halifax (Nova Scotia) B3J 3R7

*Approved to Pay.*  
*[Signature]*  
*Sept 24/2018*

**Re :** Shippagan Plant  
Our file : 20-18-3098

---

Dear Mr. Foran,

Attached please find our invoice for fees and disbursements incurred in the above-mentioned file for the period beginning August 2<sup>nd</sup> and ending on August 30, 2018.

Our disbursements include two (2) invoices from McInnes Cooper.

Yours very truly,

A large, stylized handwritten signature in black ink.

MICHEL ST-PIERRE  
**Cain Lamarre SENCRL**  
michel.st-pierre@cainlamarre.ca

MSP/mcg  
Encl.



**Deloitte**

1500 - 1969 Upper Water Street  
Halifax (Nova Scotia)  
B3J 3R7



Québec, September 13<sup>th</sup>, 2018

**Invoice: 20-0000126097**

**Case: Ville de Shippagan et Gendarmerie Royale du Canada - Shippagan Plant**  
Our file no.: 214451 / 20-18-3098

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**FEEES FOR PROFESSIONAL SERVICES RENDERED  
BETWEEN AUGUST 2<sup>ND</sup>, 2018 AND AUGUST 30<sup>TH</sup>, 2018**

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**INVOICE SUMMARY**

**PROFESSIONAL FEES**

|                   |                   |
|-------------------|-------------------|
| <b>Total fees</b> | <b>\$7,572.00</b> |
| HST (15%)         | \$1,135.80        |

**TAXABLE DISBURSEMENTS**

|                                    |                   |
|------------------------------------|-------------------|
| <b>Total taxable disbursements</b> | <b>\$3,229.06</b> |
| HST (15%)                          | \$484.36          |

|                    |                    |
|--------------------|--------------------|
| <b>Grand total</b> | <b>\$12,421.22</b> |
|--------------------|--------------------|

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**DETAILED INVOICE**

**PROFESSIONAL FEES**

|            |     |        |   |
|------------|-----|--------|---|
| 2018-08-02 | SFE | 2,00 h | ✓<br>Acknowledgment of the file and reading relevant documents such as procedures and expert reports;   |
| 2018-08-07 | MSP | 2,60 h | X<br>Drafting of the agreement between Deloitte, BNS and Mr. Terry Daley;<br>Telephone call to Mr. Michael Bowlin;<br>Letter to the client;   |
| 2018-08-10 | MSP | 0,20 h | X<br>Letter to Mrs. Rosemary Buckingham;  |
| 2018-08-14 | KB  | 4,00 h | Analysis of BDO's memorandum;<br>↓<br>Conference call;<br>Drafting of the modifications to the agreement;<br>Letter to client;  |
| 2018-08-14 | MSP | 4,00 h | X<br>Analysis of BDO's memorandum;<br>Conference call;<br>Drafting of the modifications to the agreement;<br>Letter to client;  |
| 2018-08-15 | MSP | 3,00 h | Y<br>Continuation of the drafting of the Notice to admit facts;   |
| 2018-08-16 | MSP | 4,00 h | X<br>Letter to client;<br>Modification to the Pierringer agreement;<br>Letter to Mr. Michael Bowlin;<br>Telephone conversation with Mr. Michael Bowlin;<br>Continuation of the drafting of the notice to admit facts; |
| 2018-08-17 | MSP | 2,00 h | X<br>Letter to Mr. Rémy Boudreau;<br>Continuation of the drafting of the Notice to admit facts;<br>Analysis of rules of procedure of New Brunswick;   |
| 2018-08-22 | MSP | 1,40 h | X<br>Continuation of the drafting of the Notice to admit facts;<br>Review of the documentation provided by the Town of Shippagan;   |
| 2018-08-27 | MSP | 0,40 h | X<br>Telephone call from Mr. Rémy Boudreau;<br>Drafting of a memorandum;  |
| 2018-08-30 | MSP | 1,80 h | X<br>Telephone conversation with Justice Canada;<br>Letter to Mr. Michael Bowlin;   |

Letter from client;  
Letter from Mr. Michael Bowlin;  
Analysis of the revised agreement.

Detailed professional fees

|     |                       |         |    |               |             |
|-----|-----------------------|---------|----|---------------|-------------|
| KB  | Me Karine Brassard    | 4,00 h  | at | 250,00 \$/h = | 1 000,00 \$ |
| MSP | Me Michel St-Pierre   | 19,40 h | at | 330,00 \$/h = | 6 402,00 \$ |
| SFE | Mrs. Stéfanie Ferland | 2,00 h  | at | 85,00 \$/h =  | 170,00 \$   |

**Total fees**

**\$7,572.00**

**TAXABLE DISBURSEMENTS**

|                       |            |
|-----------------------|------------|
| Correspondant fees    | \$3,141.84 |
| Long distance charges | \$23.22    |
| Other charges         | \$12.50    |
| Photocopies charges   | \$51.50    |

**Total taxable disbursements**

**\$3,229.06**

**Sub-total**

**\$10,801.06**

HST (15%)

\$1,620.16

**Grand total**

**\$12,421.22**

Interest of 1.25% per month (15% per year) will be added to any unpaid amount after 30 days.

*You can make your payment to the order of Cain Lamarre, by cheque, debit, ATM, credit card (Visa, Mastercard) or banking services.*

# MCINNES COOPER

Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

Invoice No.: 2018004069  
February 28, 2018  
File: 122096

Blue Cross Centre, South Tower  
Sulte S400  
644 Main Street  
P.O. Box 1368  
Moncton, NB E1C 8T6

Tel: (506) 857-8970  
Fax: (506) 857-4095

GST/HST Registration #:119398691RT

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**RE: Consultation Services on New Brunswick Litigation Procedures**

TO PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter for the period ending February 28, 2018, including:

|           |   |    |           |           |
|-----------|---|----|-----------|-----------|
| 2 Jan 18  | Review email exchanges between solicitors on consolidation of actions and other issues.   | RB | 0.10 hrs. | \$ 30.00  |
| 15 Jan 18 | Exchange of emails with opposing counsel to schedule conference call.   | RB | 0.20 hrs. | \$ 60.00  |
| 16 Jan 18 | Review annotated rules of Court on joinder of actions;<br>Recommendations to Michel regarding consolidation vs. Hearing of trials together. | RB | 0.50 hrs. | \$ 150.00 |
| 19 Jan 18 | Email to Michel St-Pierre in advance of conference call ; conference call with Michel St-Pierre.  | RB | 0.30 hrs. | \$ 90.00  |
| 19 Jan 18 | Conference call with opposing counsel regarding entering the matter for trial.  | RB | 0.70 hrs. | \$ 210.00 |
| 30 Jan 18 | Email to Michel St-Pierre regarding steps required prior to motions day hearing.  | RB | 0.20 hrs. | \$ 60.00  |
| 30 Jan 18 | Tc with Michel St-Pierre regarding letter to opposing counsel regarding   | RB | 0.20 hrs. | \$ 60.00  |

|           |   |    |           |           |
|-----------|---|----|-----------|-----------|
|           | notice to admit facts and documents.  |    |           |           |
| 30 Jan 18 | Review Mr. St-Pierre's letter to opposing counsel.  | RB | 0.10 hrs. | \$ 30.00  |
| 31 Jan 18 | Reviewed emails exchanged by counsel on Motions Day attendance.   | RB | 0.10 hrs. | \$ 30.00  |
| 31 Jan 18 | Telephone conference with Monica Zauhar regarding attendance at motions day.  | RB | 0.10 hrs. | \$ 30.00  |
| 1 Feb 18  | Review emails from Mr. Bowlin and Mr. Abl Nsr regarding Motions Day Hearing.  | RB | 0.20 hrs. | \$ 60.00  |
| 2 Feb 18  | Review email from Bowlin regarding inquiries on undertakings; Email to Michel regarding same in anticipation for motions day hearing. | RB | 0.20 hrs. | \$ 60.00  |
| 2 Feb 18  | Review email from Mr. Bowlin regarding consent order and release of Zurich's undertakings.  | RB | 0.10 hrs. | \$ 30.00  |
| 2 Feb 18  | Review consent order for the joinder of the actions.  | RB | 0.10 hrs. | \$ 30.00  |
| 2 Feb 18  | Review affidavit of Monika Zauhar in advance of Motions Day.  | RB | 0.20 hrs. | \$ 60.00  |
| 5 Feb 18  | Prepared for hearing at Motions Day.  | RB | 1.00 hrs. | \$ 300.00 |
| 5 Feb 18  | Attended motions day hearing regarding entering the matter for trial.   | RB | 1.80 hrs. | \$ 540.00 |
| 5 Feb 18  | Telephone conference with Michel St-Pierre regarding Justice Ouellette's directives at motions day.                                   | RB | 0.10 hrs. | \$ 30.00  |
| 5 Feb 18  | Exchange of emails on amendments to consent order.  | RB | 0.20 hrs. | \$ 60.00  |
| 6 Feb 18  | Telephone conference with Michel regarding trial dates.   | RB | 0.10 hrs. | \$ 30.00  |
| 22 Feb 18 | Exchange of emails with Michel regarding necessity of a further hearing.  | RB | 0.20 hrs. | \$ 60.00  |

|           |  |    |           |          |
|-----------|--|----|-----------|----------|
| 26 Feb 18 | Review proposed terms of consent order by Town of Shipagan; Email to Michel with potential issues.                           | RB | 0.20 hrs. | \$ 60.00 |
| 27 Feb 18 | Review email from Ms. Zauhar; tc with Michel St-Pierre regarding proposed consent order; review further emails from counsel. | RB | 0.30 hrs. | \$ 90.00 |

|                                |  |  |             |                         |
|--------------------------------|--|--|-------------|-------------------------|
| <b>Total Hours</b>             |  |  | <u>7.20</u> |                         |
| <b>Our Fee:</b>                |  |  |             | <u>\$ 2,160.00</u>      |
| <b>Administrative Fee</b>      |  |  |             | \$ 129.60               |
| <b>Total Professional Fees</b> |  |  |             | <u>\$ 2,289.60</u> (PK) |

Fee Summary

| <u>Name</u>   | <u>Hours</u> | <u>Rate</u> | <u>Amount</u>      |
|---------------|--------------|-------------|--------------------|
| Remy Boudreau | <u>7.20</u>  | \$ 300.00   | <u>\$ 2,160.00</u> |
|               | 7.20         |             | \$ 2,160.00        |

**Disbursements: (GST/PST Applicable)**

|                                  |  |                 |                           |
|----------------------------------|--|-----------------|---------------------------|
| Clerk of the Court/ Search, Copy |  | <u>\$ 12.50</u> |                           |
| <b>Total Disbursements</b>       |  |                 | <u>\$ 12.50</u>           |
| GST On Fees                      |  |                 | \$ 114.48                 |
| GST On Taxable Disbursements     |  |                 | <u>\$ 0.63</u>            |
| <b>Total Amount Due</b>          |  |                 | <u>\$ 2,417.21</u>        |
| <b>Balance Due</b>               |  |                 | <u><u>\$ 2,417.21</u></u> |

Remy Boudreau

# MCINNES COOPER

Calin Lamarre  
500 Grand Allée Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

1300-1969 Upper Water Street  
Purdy's Wharf Tower II  
P.O. Box 730  
Halifax, NS B3J 2V1

Tel: (902) 425-6500  
Fax: (902) 425-6350  
mchfx@mcinnescooper.com

Invoice No.: 2018004069

February 28, 2018

File: 122096

GST/HST Registration #:119398691RT

RE: **Consultation Services on New Brunswick Litigation Procedures**

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**REMITTANCE COPY  
PLEASE REMIT WITH PAYMENT**

**TOTAL FOR THIS INVOICE**

|                                    |                    |
|------------------------------------|--------------------|
| <b>Total Professional Fees</b>     | <b>\$ 2,289.60</b> |
| <b>Total Taxable Disbursements</b> | <b>\$ 12.50</b>    |
| <b>Total GST</b>                   | <b>\$ 115.11</b>   |
| <b>Total Amount Due</b>            | <b>\$ 2,417.21</b> |
| <br>                               |                    |
| <b>Balance Due</b>                 | <b>\$ 2,417.21</b> |

Alternatively, payment may be wired to:

The Bank of Nova Scotia  
Halifax Business Support Centre  
5251 Duke Street  
Halifax, Nova Scotia, Canada

Bank Number: 002  
Swift Code: NOSCCATT  
Account Number: 700030002615

ABA Number: 026002532  
Transit Number: 33993  
Account Name: McInnes Cooper

Please include the Invoice number with your wiring instructions.  
We also accept Visa and MasterCard.

Interest may be charged on overdue accounts.



# MCINNES COOPER

Cain Lamarre  
500, Grand Allée Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

Invoice No.: 2018017656  
July 27, 2018  
File: 122096

Blue Cross Centre, South Tower  
Suite S400  
644 Main Street  
P.O. Box 1368  
Moncton, NB E1C 8T6

Tel: (506) 857-8970  
Fax: (506) 857-4095

GST/HST Registration #: 119398691RT

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**RE: Consultation Services on New Brunswick Litigation Procedures**

TO PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter for the period ending July 27, 2018, including:

|           |  |    |           |          |
|-----------|--|----|-----------|----------|
| 28 Feb 18 | To with Michel St-Pierre regarding unstamped pleading and effect on Consent Order.                               | RB | 0.10 hrs. | \$ 30.00 |
| 28 Feb 18 | Review proposed consent order; Exchange of voice messages with Michel St-Pierre on proposed consent order.       | RB | 0.20 hrs. | \$ 60.00 |
| 28 Feb 18 | Further conversation with Michel St-Pierre on Consent Order.   | RB | 0.10 hrs. | \$ 30.00 |
| 5 Mar 18  | Received call from local Journalist to provide comments on case.   | RB | 0.20 hrs. | \$ 60.00 |
| 7 Jun 18  | Email to Michel regarding effect of Pierringer Agreement.  | RB | 0.30 hrs. | \$ 90.00 |
| 19 Jun 18 | Telephone conference with Michel St-Pierre regarding Pierringer Agreement and settlement with City of Shippagan. | RB | 0.20 hrs. | \$ 60.00 |
| 19 Jun 18 | Telephone conference with Michel St-Pierre regarding concept of terminal loss.                                   | RB | 0.10 hrs. | \$ 30.00 |

|           |   |    |           |           |
|-----------|---|----|-----------|-----------|
| 27 Jun 18 | Tc with Michel St-Pierre's office regarding procedure for the service of counter expertise.               | RB | 0.20 hrs. | \$ 60.00  |
| 29 Jun 18 | Review proposed settlement agreement and provided comments to Michel St-Pierre; Review SCC case in Sable. | RB | 0.50 hrs. | \$ 160.00 |
| 29 Jun 18 | Email to Deloitte to explain settlement agreement.  | RB | 0.20 hrs. | \$ 64.00  |
| 3 Jul 18  | Tc with Michel regarding whether AG can oppose settlement.  | RB | 0.10 hrs. | \$ 32.00  |
| 9 Jul 18  | Email to Michel St-Pierre regarding research on terminal loss argument.                                   | RB | 0.10 hrs. | \$ 32.00  |
| 25 Jul 18 | Exchange of voice messages with Michel St-Pierre regarding terminal loss issue.                           | RB | 0.10 hrs. | \$ 32.00  |
| 26 Jul 18 | Tc with Michel St-Pierre regarding terminal loss, interest rates and notice to admit facts.               | RB | 0.20 hrs. | \$ 64.00  |

Total Hours

2.60

Our Fee:

\$ 804.00 (A)

Administrative Fee

\$ 48.24

Total Professional Fees

\$ 852.24

Fee Summary

| <u>Name</u>   | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|---------------|--------------|-------------|---------------|
| Remy Boudreau | 1.20         | \$ 320.00   | \$ 384.00     |
| Remy Boudreau | 1.40         | \$ 300.00   | \$ 420.00     |
|               | 2.60         |             | \$ 804.00     |

GST On Fees

\$ 42.61

Total Amount Due

\$ 894.85

Balance Due

\$ 894.85

(A)

Remy Boudreau

# MCINNES COOPER

Calin Lamarre  
500, Grand Allée Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

1300-1969 Upper Water Street  
Purdy's Wharf Tower II  
P.O. Box 730  
Halifax, NS B3J 2V1

Tel: (902) 425-6500  
Fax: (902) 425-6350  
mchfx@mcinnescooper.com

Invoice No.: 2018017656

July 27, 2018

File: 122096

GST/HST Registration #: 119398691RT

**RE: Consultation Services on New Brunswick Litigation Procedures**

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**REMITTANCE COPY  
PLEASE REMIT WITH PAYMENT**

**TOTAL FOR THIS INVOICE**

|                                |                  |
|--------------------------------|------------------|
| <b>Total Professional Fees</b> | <b>\$ 852.24</b> |
| <b>Total GST</b>               | <b>\$ 42.61</b>  |
| <b>Total Amount Due</b>        | <b>\$ 894.85</b> |
| <br>                           |                  |
| <b>Balance Due</b>             | <b>\$ 894.85</b> |

Alternatively, payment may be wired to:

The Bank of Nova Scotia  
Halifax Business Support Centre  
6251 Duke Street  
Halifax, Nova Scotia, Canada

Bank Number: 002  
Swift Code: NOSCCATT  
Account Number: 700030002815

ABA Number: 026002532  
Transit Number: 33993  
Account Name: McInnes Cooper

Please include the Invoice number with your wiring instructions.  
We also accept Visa and MasterCard.

Interest may be charged on overdue accounts.

**Deloitte Management Services LLP**  
1500 - 1969 Upper Water Street  
Halifax (Nova Scotia)  
B3J 3R7



Quebec, October 10<sup>th</sup>, 2018

**Invoice: 20-0000127017**

**Case: Ville de Shippagan et Gendarmerie Royale du Canada - Shippagan Plant**  
Our file no.: 214451 / 20-18-3098

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**FEES FOR PROFESSIONAL SERVICES RENDERED  
BETWEEN SEPTEMBER 4<sup>TH</sup>, 2018 AND SEPTEMBER 28<sup>TH</sup>, 2018**

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**INVOICE SUMMARY**

**PROFESSIONAL FEES**

|                   |                    |
|-------------------|--------------------|
| <b>Total fees</b> | <b>\$24,663.50</b> |
| HST (15%)         | \$3,699.53         |

**TAXABLE DISBURSEMENTS**

|                                    |                 |
|------------------------------------|-----------------|
| <b>Total taxable disbursements</b> | <b>\$192.62</b> |
| HST (15%)                          | \$28.89         |

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|                    |                    |
|--------------------|--------------------|
| <b>Grand total</b> | <b>\$28,584.54</b> |
|--------------------|--------------------|

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## **DETAILED INVOICE**

### **PROFESSIONAL FEES**

|            |     |        |   |
|------------|-----|--------|---|
| 2018-09-04 | MSP | 3,00 h | Review of the translation of the Notice to admit facts;   |
| 2018-09-05 | MSP | 1,60 h | Finalization of the Notice to admit facts;<br>Finalization of the documentation concerning the settlement with the town;<br>Letter to Mr. Michael Bowlin;   |
| 2018-09-06 | MSP | 4,00 h | Correspondence from Mr. Michael Bowlin;<br>Email to Mr. Aiden Daley;<br>Email to Mr. Terry Daley;<br>Email to Mr. Rocco Fabiano;<br>Review of the documentation;  |
| 2018-09-07 | MSP | 0,80 h | Letter to Mr. Aiden Daley;<br>Letter to Mr. Rocco Fabiano;<br>Letter to Mr. Toni Abi Nasr;  |
| 2018-09-10 | MSP | 0,20 h | Telephone conversation with Mr. Éric Lafrenière (Justice Canada);   |
| 2018-09-10 | MSP | 3,00 h | Email from Mr. Terry Daley;<br>Research on the ownership of Century Seafoods;<br>Correspondence from Mr. Toni Abi Nasr, Mr. Michael Bowlin, Mr. Rémy Boudreau and Mr. André Richard (re : conference call); |
| 2018-09-11 | MSP | 2,40 h | Telephone conversation with Mr. Terry Daley;<br>Work in file;<br>Telephone call to Mr. Michael Bowlin;<br>Telephone call to Mr. Rémy Boudreau;<br>Conference call;  |
| 2018-09-12 | MSP | 4,00 h | Email from Mr. Terry Daley;<br>Email to Mr. Jean Bélanger;<br>Email from Mr. Jean Bélanger;<br>Email to Mr. Daley;<br>Review of the summaries of the discoveries;<br>Preparation of the brief;              |
| 2018-09-13 | SFE | 2,00 h | Reading, annotation and summary of the interrogation of March 12, 2013 by Mr. Tony Fisher (re : pages 1639 to 1700);  |

|            |     |        |  |
|------------|-----|--------|--|
| 2018-09-13 | MSP | 8,00 h | Preparation of the brief;<br>Review of the discoveries;<br>Telephone conversation with Mr. Terry Daley;  |
| 2018-09-14 | SFE | 2,00 h | Reading, annotation and summary of the interrogation of March 12, 2013 by Mr. Tony Fisher (re : pages 1639 to 1700);   |
| 2018-09-14 | MSP | 5,00 h | Review of the undertakings;  |
| 2018-09-17 | MSP | 1,60 h | Telephone call to Mr. Jean Bélanger;<br>Drafting of the brief;<br>Letter to Mr. Rémy Boudreau;   |
| 2018-09-17 | SFE | 5,00 h | Work on file;<br>Analysis of the undertakings given (received and communicated) during the interviews of Mr. Fisher, Mr. Daley, Mr. Leclerc, Mr. Boissoneault, Mr. White and Mr. Ross; |
| 2018-09-18 | MSP | 4,00 h | Drafting of the brief;   |
| 2018-09-18 | SFE | 2,50 h | Reading, annotation and summary of the discovery of March 12, 2013 by Mr. Terry Daley (re : pages 1701 to 1949);   |
| 2018-09-19 | SFE | 2,50 h | Reading, annotation and summary of the discovery of March 12, 2013 by Mr. Terry Daley (re : pages 1701 to 1949);   |
| 2018-09-19 | MSP | 6,00 h | Drafting of the brief;   |
| 2018-09-20 | MSP | 6,00 h | Review and correction to the brief;<br>Analysis of Case Law;<br>Letter to Mr. Rémy Boudreau;   |
| 2018-09-20 | SFE | 3,00 h | Reading, annotation and summary of the discovery of March 12, 2013 by Mr. Terry Daley (re : pages 1701 to 1949);   |
| 2018-09-21 | MSP | 0,40 h | Email to Mr. Terry Daley;<br>Email to Mr. Rémy Boudreau;   |
| 2018-09-21 | SFE | 3,00 h | Reading, annotation and summary of the discovery of March 12, 2013 by Mr. Terry Daley (re : pages 1701 to 1949);   |
| 2018-09-24 | MSP | 0,20 h | Email to Mr. Michael Bowlin;   |
| 2018-09-24 | SFE | 1,50 h | Reading, annotation and summary of the discovery of March 12, 2013 by Mr. Terry Daley (re : pages 1701 to 1949);   |

|            |     |        |   |
|------------|-----|--------|---|
| 2018-09-25 | MSP | 1,00 h | Review of Mr. Rémy Boudreau's;<br>Commente and modifications to the brief;  |
| 2018-09-26 | MSP | 6,00 h | Email from Mr. Doley;<br>Email from Mr. Foran;<br>Email to Mr. Bélanger;<br>Email to Mr. Boudreau;<br>Drafting of the brief - quantum aspect; |
| 2018-09-27 | MSP | 8,00 h | Review of BDO report;<br>Telephone conference;<br>Telephone conversation with Mr. Boudeau;<br>Drafting of the brief;<br>Review of care law;   |
| 2018-09-28 | MSP | 4,00 h | Finalization of the brief - damages aspect.   |

Detailed professional fees

|     |                       |         |    |               |              |
|-----|-----------------------|---------|----|---------------|--------------|
| MSP | Me Michel St-Pierre   | 69,20 h | at | 330,00 \$/h = | 22 836,00 \$ |
| SFE | Mrs. Stéfanie Ferland | 21,50 h | at | 85,00 \$/h =  | 1 827,50 \$  |

**Total fees** **\$24,663.50**

**TAXABLE DISBURSEMENTS**

|                       |          |
|-----------------------|----------|
| Long distance charges | \$12.63  |
| Messenger service     | \$15.49  |
| Photocopies charges   | \$164.50 |

**Total taxable disbursements** **\$192.62**

**Sub-total** **\$24,856.12**

HST (15%) \$3,728.42

**Grand total** **\$28,584.54**

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Interest of 1.25% per month (15% per year) will be added to any unpaid amount after 30 days.  
*You can make your payment to the order of Cain Lamarre, by cheque, debit, ATM, credit card (Visa, Mastercard) or banking services.*





**CAIN  
LAMARRE**

LLP / BARRISTERS & SOLICITORS

Québec, October 4<sup>th</sup>, 2018

500, Grande-Allée Est, bureau 1  
Québec, Québec G1R 2J7  
Tel. : (418) 522-4580 | Fax. : (418) 529-9590

**Deloitte**

1500 - 1969 Upper Water Street  
Halifax, Nova Scotia B3J 3R7

**Reference: 214451**

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**STATEMENT**

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**CASE: Ville de Shippagan et Gendarmerie Royale du Canada - Shippagan Plant**  
MSP -20-18-3098

| <u>Invoice</u> | <u>Transaction</u> | <u>Date</u> | <u>Amount</u> | <u>Balance</u> |
|----------------|--------------------|-------------|---------------|----------------|
| 125231         | Invoice            | 2018-08-15  | \$ 20 810,18  | \$ 20 810,18   |
| 126097         | Invoice            | 2018-09-13  | \$ 12 421,22  | \$ 12 421,22   |

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**AMOUNTS DUE**

| <b>0-30 days</b> | <b>31-60 days</b> | <b>61-90 days</b> | <b>Over 90 days</b> |
|------------------|-------------------|-------------------|---------------------|
| \$ 12 421,22     | \$ 20 810,18      | \$ 0,00           | \$ 0,00             |

---

|                    |                     |
|--------------------|---------------------|
| <b>Total</b>       | <b>\$ 33 231,40</b> |
| <b>Interests</b>   | <b>\$ 179,59</b>    |
| <b>Grand total</b> | <b>\$ 33 410,99</b> |

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**Please disregard this notice if payment has been made.**

Interest of 1.25% per month (15% per year) will be added to any unpaid amount after 30 days.

Québec, November 12, 2018



**MR. MATHEW HARRIS**  
DELOITTE MANAGEMENT SERVICES LLP  
1500 – 1969 Upper Water Street  
Purdy's Wharf Tower II  
Halifax (Nova Scotia) B3J 3R7

**BY EMAIL AND  
ORIGINAL BY MAIL**

**Re :** Shippagan Plant  
Our file : 20-18-3098

---

Dear Mr. Harris,

Attached please find our invoice for fees and disbursements incurred in the above-mentioned file for the period beginning October 1<sup>st</sup> and ending on October 31<sup>st</sup>, 2018.

You will also find enclosed the invoice from McInnes Cooper which is included in our disbursements.

Trusting the whole to your satisfaction



MICHEL ST-PIERRE  
**Cain Lamarre SENCRL**  
michel.st-pierre@cainlamarre.ca

MSP/mcg  
Encl.



**Deloitte Management Services LLP**  
1500 - 1969 Upper Water Street  
Halifax (Nova Scotia)  
B3J 3R7

Québec, November 12<sup>th</sup>, 2018

**Invoice: 20-0000128328**

**Case: Ville de Shippagan et Gendarmerie Royale du Canada - Shippagan Plant**  
Our file no.: 214451 / 20-18-3098

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**FEES FOR PROFESSIONAL SERVICES RENDERED  
BETWEEN OCTOBER 1<sup>ST</sup>, 2018 AND OCTOBER 31<sup>ST</sup>, 2018**

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**INVOICE SUMMARY**

**PROFESSIONAL FEES**

|                   |                    |
|-------------------|--------------------|
| <b>Total fees</b> | <b>\$18,645.00</b> |
| HST (15%)         | \$2,796.75         |

**TAXABLE DISBURSEMENTS**

|                                    |                   |
|------------------------------------|-------------------|
| <b>Total taxable disbursements</b> | <b>\$4,762.84</b> |
| HST (15%)                          | \$714.43          |

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|                    |                    |
|--------------------|--------------------|
| <b>Grand total</b> | <b>\$26,919.02</b> |
|--------------------|--------------------|

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## **DETAILED INVOICE**

### **PROFESSIONAL FEES**

|            |     |        |  |
|------------|-----|--------|--|
| 2018-10-01 | MSP | 2,50 h | Final review of the brief;<br>Letter from Mr. Michael Bowlin;<br>Letter to Mr. Toni Abi Nasr;<br>Review of the documentation;<br>Execution of the consent order;           |
| 2018-10-04 | MSP | 5,00 h | Finalization of the translation letter to client;  |
| 2018-10-09 | MSP | 2,00 h | Letter from Mr. James Cook;<br>Letter to Mr. James Cook;<br>Preparation for the meeting with BDO;  |
| 2018-10-10 | MSP | 8,00 h | Meeting with Mr. Terry Daley and BDO;  |
| 2018-10-11 | MSP | 0,60 h | Working in file;<br>Modifications to the draft brief pursuant to BDO's comments;<br>Letter to Mr. Rémy Boudreau;   |
| 2018-10-12 | MSP | 1,40 h | Email from Mr. Terry Daley;<br>Letter to Mr. Terry Daley;<br>Email from Mr. Brian Murphy;<br>Drafting of the Notice of change of solicitors;<br>Email to Mr. Brian Murphy; |
| 2018-10-15 | MSP | 0,40 h | Letter to Mr. Jean Bélanger;   |
| 2018-10-16 | MSP | 4,00 h | Analysis of documents received from the RCMP;<br>Letter to Mr. Jean Bélanger;<br>Letter to Mr. Rémy Boudreau;<br>Work in file;   |
| 2018-10-17 | MSP | 0,20 h | Letter to Mr. Terry Daley;   |
| 2018-10-17 | MSP | 1,40 h | Letter to Mr. Rémy Boudreau (2);<br>Work in file (re : DMD Economics);<br>Letter to Mr. Jean Bélanger (2);   |
| 2018-10-18 | MSP | 8,00 h | Traveling to Montreal;<br>Meeting with BDO;  |

|            |     |        |   |
|------------|-----|--------|---|
| 2018-10-19 | MSP | 8,00 h | Meeting with BDO;<br>Traveling to Québec city;  |
| 2018-10-22 | MSP | 0,60 h | Letter to Mr. Toni Abi Nasr;<br>Letter to Mr. Rémy Boudreau;<br>Letter from Mr. Toni Abi Nasr;  |
| 2018-10-25 | MSP | 3,50 h | Letter to Mr. Terry Daley;<br>Letter to Court;<br>Receipt of various emails;<br>Telephone conversation with Mr. Toni Abi Nasr;<br>Telephone conversation with Mr. Rémy Boudreau (2);<br>Letter to clients;<br>Conference call;<br>Analysis of the RCMP's brief;   |
| 2018-10-26 | MSP | 2,00 h | Various correspondence with the Court and the client;<br>Letter to Mr. Neil Jones;<br>Letter to Mr. Michael Bowlin;<br>Letter to Mr. Rémy Boudreau;   |
| 2018-10-29 | MSP | 6,00 h | Telephone call to Mr. Rémy Boudreau;<br>Letter to Mr. Rémy Boudreau;<br>Analysis of the amended defense;<br>Review of the NB Police Act;<br>Amendment to our statement of claim to indicate the name change of Deloitte and to comply with the Consent Order;<br>Telephone conversation with Mr. Toni Abi Nasr;<br>Research concerning the impact of NFL litigation on NB action;<br>Review of the settlement agreement;<br>Conference call with the Court; |
| 2018-10-30 | MSP | 1,50 h | Conference call with the Court;<br>Telephone call to Mr. Rémy Boudreau;<br>Letter to client;  |
| 2018-10-31 | MSP | 0,60 h | Finalization of the procedures;<br>Letter to Mr. Rémy Boudreau;   |
| 2018-10-31 | MSP | 0,80 h | Telephone conversation with Mr. Terry Daley;<br>Telephone conversation with Mr. Mathew Harris;<br>Letter to Mr. Mathew Harris.  |

Detailed professional fees

MSP                      Me Michel St-Pierre                      56,50 h    at    330,00 \$/h =    18 645,00 \$

**Total fees** **\$18,645.00**

**TAXABLE DISBURSEMENTS**

|                       |            |
|-----------------------|------------|
| Binding Costs         | \$24.00    |
| Fax transmission      | \$13.00    |
| Fees                  | \$2,852.46 |
| Lodging               | \$237.02   |
| Long distance charges | \$37.77    |
| Meal                  | \$547.59   |
| Messenger service     | \$52.85    |
| Other charges         | \$13.95    |
| Photocopies charges   | \$541.50   |
| Travelling expenses   | \$442.70   |

**Total taxable disbursements** **\$4,762.84**

**Sub-total** **\$23,407.84**  
HST (15%) \$3,511.18

**Grand total** **\$26,919.02**

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Interest of 1.25% per month (15% per year) will be added to any unpaid amount after 30 days.

*You can make your payment to the order of Cain Lamarre, by cheque, debit, ATM, credit card (Visa, Mastercard) or banking services.*

# MCINNES COOPER

Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

Blue Cross Centre, South Tower  
Suite S400  
644 Main Street  
P.O. Box 1368  
Moncton, NB E1C 8T6

Tel: (506) 857-8970  
Fax: (506) 857-4095

Invoice No.: 2018026639

October 31, 2018

File: 122096

GST/HST Registration #:119398691RT

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**RE: Consultation Services on New Brunswick Litigation Procedures**

TO PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter for the period ending October 31, 2018, including:

|           |   |    |           |          |
|-----------|---|----|-----------|----------|
| 27 Jul 18 | Instructions to student regarding research on terminal loss.  | RB | 0.10 hrs. | \$ 32.00 |
| 13 Aug 18 | Memo writing, Re: Terminal Loss.  | JL | 1.60 hrs. | \$ 0.00  |
| 20 Aug 18 | Review notice of admission.   | RB | 0.20 hrs. | \$ 64.00 |
| 23 Aug 18 | Voice message to Michel St-Pierre regarding Notice to Admit facts.  | RB | 0.10 hrs. | \$ 32.00 |
| 27 Aug 18 | Tc with Michel St-Pierre regarding notice to admit facts, settlement conference brief and research on interest and terminal loss. | RB | 0.20 hrs. | \$ 64.00 |
| 28 Aug 18 | Email to Michel with precedent settlement conference brief and law on per-judgment interest.                                      | RB | 0.30 hrs. | \$ 96.00 |
| 6 Sep 18  | Exchange of emails with Michel St-Pierre.   | RB | 0.10 hrs. | \$ 32.00 |
| 10 Sep 18 | Review correspondence from counsel regarding conference call.   | RB | 0.10 hrs. | \$ 32.00 |
| 11 Sep 18 | Review emails relating to conference call.  | RB | 0.10 hrs. | \$ 32.00 |

|           |   |    |           |           |
|-----------|---|----|-----------|-----------|
| 11 Sep 18 | Conference call with counsel to discuss Pierringer Agreement.   | RB | 0.60 hrs. | \$ 192.00 |
| 12 Sep 18 | Review reporting email from Michel to client on conference call and notice to admit facts.                | RB | 0.20 hrs. | \$ 64.00  |
| 25 Sep 18 | Review settlement conference brief and email to Michel with recommendations.                              | RB | 0.60 hrs. | \$ 192.00 |
| 27 Sep 18 | Review amended settlement conference brief with further details on causation issue.                       | RB | 0.40 hrs. | \$ 128.00 |
| 27 Sep 18 | Conference call with Michel St-Pierre to finalize brief for Settlement Conference.                        | RB | 0.40 hrs. | \$ 128.00 |
| 1 Oct 18  | Review email from Mike Bowlin; Review further amended settlement conference brief.                        | RB | 0.30 hrs. | \$ 96.00  |
| 2 Oct 18  | Review consent order prepared by Mike Bowlin.   | RB | 0.20 hrs. | \$ 64.00  |
| 3 Oct 18  | Review email from Mike Bowlin regarding order to be filed with the Court.                                 | RB | 0.10 hrs. | \$ 32.00  |
| 16 Oct 18 | Exchange of emails with Michel St-Pierre regarding preparation for settlement conference.                 | RB | 0.10 hrs. | \$ 32.00  |
| 17 Oct 18 | Review email from Michel regarding interest rate; Voice message for Ernest Boudreau regarding meeting.    | RB | 0.20 hrs. | \$ 64.00  |
| 17 Oct 18 | Review law on pre-judgment interest and prepared memo for Michel.   | RB | 0.60 hrs. | \$ 192.00 |
| 17 Oct 18 | Tc with Ernest Boudreau regarding meeting with BDO.   | RB | 0.20 hrs. | \$ 64.00  |
| 18 Oct 18 | Email to Ernie Boudreau regarding time and place of meeting.  | RB | 0.20 hrs. | \$ 64.00  |
| 22 Oct 18 | Review email from Michel St-Pierre's assistant; Email to Ernie Boudreau enclosing link to expert reports. | RB | 0.20 hrs. | \$ 64.00  |



|           |   |    |           |           |
|-----------|---|----|-----------|-----------|
| 22 Oct 18 | Review email from Michel regarding exchange of brief.   | RB | 0.10 hrs. | \$ 32.00  |
| 25 Oct 18 | Emails with client regarding attendance at settlement conference.   | RB | 0.10 hrs. | \$ 32.00  |
| 25 Oct 18 | Call from Ernie Boudreau to confirm meeting and advise of his review of expert reports.   | RB | 0.20 hrs. | \$ 64.00  |
| 25 Oct 18 | Tc with Michel regarding RCMP having no authority to settle.  | RB | 0.20 hrs. | \$ 64.00  |
| 26 Oct 18 | Attempted to reach Clerk of the Court and left a message for her to call back.  | RB | 0.10 hrs. | \$ 32.00  |
| 26 Oct 18 | Tc with clerk of the court regarding settlement conference; email report to Michel St-Pierre.   | RB | 0.20 hrs. | \$ 64.00  |
| 26 Oct 18 | Review RCMP's settlement conference brief.  | RB | 0.30 hrs. | \$ 96.00  |
| 26 Oct 18 | Further conference call with Clerk and report to Michel; Voice message to ernie Boudreau regarding rescheduling; further exchange of emails with Michel on pending cancellation of settlement conference. | RB | 0.40 hrs. | \$ 128.00 |
| 29 Oct 18 | Analysis of issues re strategy re prior settlement.   | CK | 0.20 hrs. | \$ 67.00  |
| 29 Oct 18 | Tc with Michel St-Pierre regarding change of name.  | RB | 0.20 hrs. | \$ 64.00  |
| 29 Oct 18 | Review amended defence filed by AG and considered res judicata argument.  | RB | 0.50 hrs. | \$ 160.00 |
| 29 Oct 18 | Email to Clerk of the Court regarding tomorrow's conference call.   | RB | 0.10 hrs. | \$ 32.00  |
| 30 Oct 18 | Tc with Clerk's office regarding participation in conference call.  | RB | 0.20 hrs. | \$ 64.00  |
| 30 Oct 18 | Conference call with Michel to discuss conference call with Justice LeBlanc.  | RB | 0.10 hrs. | \$ 32.00  |

|                         |              |                  |
|-------------------------|--------------|------------------|
| Total Hours             | <u>10.00</u> |                  |
| Our Fee:                |              | \$ 2,691.00      |
| Administrative Fee      |              | <u>\$ 161.46</u> |
| Total Professional Fees |              | \$ 2,852.46      |

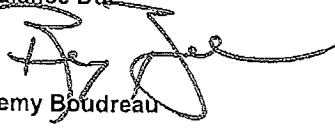
Fee Summary

| <u>Name</u>     | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|-----------------|--------------|-------------|---------------|
| Chris Keirstead | 0.20         | \$ 335.00   | \$ 67.00      |
| Remy Boudreau   | 8.20         | \$ 320.00   | \$ 2,624.00   |
| Justin LeBlanc  | 1.60         | \$ 0.00     | \$ 0.00       |
|                 | 10.00        |             | \$ 2,691.00   |

GST On Fees \$ 142.62

Total Amount Due \$ 2,995.08

Balance Due \$ 2,995.08

  
Remy Boudreau

**Deloitte Management Services LLP**  
1500 - 1969 Upper Water Street  
Halifax (Nova Scotia)  
B3J 3R7



Quebec, December 10<sup>th</sup>, 2018

**Invoice: 20-0000129084**

**Case: Ville de Shippagan and Gendarmerie Royale du Canada - Shippagan Plant**  
Our file no.: 214451 / 20-18-3098

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**FEEES FOR PROFESSIONAL SERVICES RENDERED  
BETWEEN NOVEMBER 2<sup>ND</sup>, 2018 AND NOVEMBER 28<sup>TH</sup>, 2018**

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**INVOICE SUMMARY**

**PROFESSIONAL FEES**

|                   |                   |
|-------------------|-------------------|
| <b>Total fees</b> | <b>\$6,369.00</b> |
| HST (15%)         | \$955.35          |

**TAXABLE DISBURSEMENTS**

|                                    |                 |
|------------------------------------|-----------------|
| <b>Total taxable disbursements</b> | <b>\$132.40</b> |
| HST (15%)                          | \$19.86         |

|                    |                   |
|--------------------|-------------------|
| <b>Grand total</b> | <b>\$7,476.61</b> |
|--------------------|-------------------|

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## **DETAILED INVOICE**

### **PROFESSIONAL FEES**

|            |     |        |  |
|------------|-----|--------|--|
| 2018-11-02 | MSP | 0,20 h | Letter to BDO;   |
| 2018-11-05 | MSP | 0,20 h | Email to client;   |
| 2018-11-06 | MSP | 0,20 h | Email to client;   |
| 2018-11-07 | MSP | 2,00 h | Review and correction to the translation of the defendant's brief;<br>Telephone call to Mr. Michael Bowlin;  |
| 2018-11-08 | MSP | 1,60 h | Receipt of correspondence from Mr. Michael Bowlin;<br>Letter to Mr. Bowlin;<br>Letter to client;<br>Analysis of a memorandum from McInnes Cooper;<br>Letter to Mr. Mathew Harris;                          |
| 2018-11-13 | MSP | 0,20 h | Letter from Mr. Toni Abi Nasr;   |
| 2018-11-15 | MSP | 1,60 h | Analysis of documentation (re: undertakings);  |
| 2018-11-19 | MSP | 1,10 h | Analysis of the Notice to admit facts received from the RCMP;<br>Telephone conversation with Mr. Rémy Boudreau;  |
| 2018-11-20 | MSP | 5,00 h | Analysis of a Notice to admit facts from the RCMP and research in order to answer same;  |
| 2018-11-21 | MSP | 6,00 h | Finalization of the answers to the Notice to admit facts;<br>Letter to Court;<br>Email to client;  |
| 2018-11-28 | MSP | 1,20 h | Review of the documentation received from the Court;<br>Service of the proceedings to the Attorney General of Canada;<br>Letter to Mr. Michael Bowlin;<br>Letter to Mr. Toni Abi Nasr;<br>Email to client. |



**Deloitte Management Services LLP**  
1500 - 1969 Upper Water Street  
Halifax (Nova Scotia)  
B3J 3R7

Quebec, January 23<sup>rd</sup>, 2019

**Invoice: 20-0000130419**

**Case: Ville de Shippagan et Gendarmerie Royale du Canada - Shippagan Plant**  
Our file no.: 214451 / 20-18-3098

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**FEES FOR PROFESSIONAL SERVICES RENDERED  
BETWEEN DECEMBER 5<sup>TH</sup>, 2018 AND DECEMBER 21<sup>ST</sup>, 2018**

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**INVOICE SUMMARY**

**PROFESSIONAL FEES**

|                   |                    |
|-------------------|--------------------|
| <b>Total fees</b> | <b>\$16,962.00</b> |
| HST (15%)         | \$2,544.30         |

**TAXABLE DISBURSEMENTS**

|                                    |                   |
|------------------------------------|-------------------|
| <b>Total taxable disbursements</b> | <b>\$7,250.97</b> |
| HST (15%)                          | \$1,087.65        |

|                    |                    |
|--------------------|--------------------|
| <b>Grand total</b> | <b>\$27,844.92</b> |
|--------------------|--------------------|

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## **DETAILED INVOICE**

### **PROFESSIONAL FEES**

|            |     |         |  |
|------------|-----|---------|--|
| 2018-12-05 | MSP | 0,80 h  | Telephone conversation with Mr. Michael Bowlin;<br>Modifications to the Statement of Claim;<br>Letter to the Court;<br>Telephone conversation with Mr. Jean Bélanger;  |
| 2018-12-06 | MSP | 4,00 h  | Letter to Mr. Michael Bowlin;<br>Analysis of Stewart McKelvey's opinion;<br>Telephone conversations (2) with Mr. Kurt Doyle;   |
| 2018-12-10 | MSP | 0,60 h  | Telephone conversation with Mr. Rémy Boudreau;<br>Letter from Mr. Rémy Boudreau;<br>Letter to client;  |
| 2018-12-11 | MSP | 0,80 h  | Analysis of the documentation received from the Court and from<br>Cox & Palmer;<br>Letter to Mr. Toni Abi Nasr;<br>Telephone conversation with Mr. Terry Daley;  |
| 2018-12-12 | MSP | 3,00 h  | Analysis of correspondence received;<br>Letter to Mr. Mathew Harris;<br>Review of the file;<br>Letter from Mr. Toni Abi Nasr;<br>Telephone conversation with Mr. Toni Abi Nasr;<br>Telephone conversation with Mr. Terry Daley;<br>Letter to client;<br>Telephone conversation with Mr. Rémy Boudreau;<br>Telephone call to Mr. Jean Bélanger; |
| 2018-12-13 | MSP | 2,00 h  | Work in file;<br>Letter to client;<br>Letters from the Court (3);<br>Conference call with the Court;   |
| 2018-12-14 | MSP | 2,20 h  | Letter to clients;<br>Preparation for the Settlement conference;   |
| 2018-12-16 | MSP | 10,00 h | Traveling to Moncton, NB;<br>Meeting with clients;   |

|            |     |        |   |
|------------|-----|--------|---|
| 2018-12-17 | MSP | 8,00 h | Attendance to the settlement conference;<br>Working session with McInnes Cooper;<br>Telephone conversation with Mr. Michael Bowlin; |
| 2018-12-18 | MSP | 8,00 h | Traveling to Quebec city;   |
| 2018-12-20 | MSP | 8,00 h | Drafting of the Notice to admit documents;<br>Conference call;  |
| 2018-12-21 | MSP | 4,00 h | Finalization of the Notice to admit documents.  |

Detailed professional fees

MSP                      Me Michel St-Pierre                      51,40 h    at    \$330.00/h =    \$16,962.00

**Total fees** **\$16,962.00**

**TAXABLE DISBURSEMENTS**

|  |            |
|--|------------|
| Fees for administrative and technological services (5%)<br>(Including printing, photocopies, telecommunications,<br>messengers and usage of technological tools) | \$848.10   |
| Fees – McInnes Cooper  | \$5,116.62 |
| Lodging – Hôtel Résidence Inn Marriott   | \$278.06   |
| Meal   | \$229.76   |
| Travelling expenses (Quebec/Moncton)   | \$778.43   |

**Total taxable disbursements** **\$7,250.97**

**Sub-total** **\$24,212.97**  
HST (15%) \$3,631.95

**Grand total** **\$27,844.92**

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Interest of 1.25% per month (15% per year) will be added to any unpaid amount after 30 days.

*You can make your payment to the order of Cain Lamarre, by cheque, debit, ATM, credit card (Visa, Mastercard) or banking services.*



# MCINNES COOPER

|               |            |
|---------------|------------|
| FOCUS CENTER: | MCIVILES   |
| FACTURE #     | 2018032209 |
| # G.L.        | DF         |
| INITIALE      | S          |

Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

Blue Cross Centre, South Tower  
Suite S400  
644 Main Street  
P.O. Box 1368  
Moncton, NB E1C 8T6

Attn: Michel St-Pierre

Tel: (506) 857-8970  
Fax: (506) 857-4095

Invoice No.: 2018032209

December 21, 2018

File: 122096

20-18-3098

GST/HST Registration #: 119398691RT

**RE: Consultation Services on New Brunswick Litigation Procedures**

TO PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter for the period ending December 21, 2018, including:

|           |  |    |           |             |
|-----------|--|----|-----------|-------------|
| 10 Dec 18 | Review opinion on duty of care.  | RB | 0.20 hrs. | \$ 62.00    |
| 10 Dec 18 | Tc with Michel re: Stewart McKelvey's opinion.   | RB | 0.20 hrs. | \$ 62.00    |
| 12 Dec 18 | Assessment of opinion on duty of care.   | RB | 0.40 hrs. | \$ 124.00   |
| 12 Dec 18 | Continue assessment of the duty of care; Tc with Michel St-Pierre regarding findings.                            | RB | 1.20 hrs. | \$ 372.00   |
| 12 Dec 18 | Review opinion prepared by Stewart McKelvey; Analysis on applicability.  | DF | 1.50 hrs. | \$ 367.50   |
| 13 Dec 18 | Tc with Michel regarding settlement conference.  | RB | 0.20 hrs. | \$ 62.00    |
| 14 Dec 18 | Review email from Michel on settlement conference.   | RB | 0.10 hrs. | \$ 31.00    |
| 17 Dec 18 | Attended settlement conference; Meeting with Michel to go over trial preparation and witnesses to call at trial. | RB | 7.50 hrs. | \$ 2,325.00 |
| 19 Dec 18 | Draft opinion to client regarding SM   | DF | 1.50 hrs. | \$ 367.50   |

*DF*  
22/12/19

|                                |   |    |              |                    |
|--------------------------------|---|----|--------------|--------------------|
|                                | Opinion.  |    |              |                    |
| 20 Dec 18                      | Review and amend letter to client to comment of SM's opinion. | RB | 0.50 hrs.    | \$ 155.00          |
| 21 Dec 18                      | Email to Michel regarding Duty of Care issue.                 | RB | 0.10 hrs.    | \$ 31.00           |
| <b>Total Hours</b>             |   |    | <u>13.40</u> |                    |
| <b>Our Fee:</b>                |   |    |              | <u>\$ 3,959.00</u> |
| <b>Administrative Fee</b>      |   |    |              | <u>\$ 237.54</u>   |
| <b>Total Professional Fees</b> |   |    |              | <u>\$ 4,196.54</u> |

**Fee Summary**

| <u>Name</u>        | <u>Hours</u> | <u>Rate</u> | <u>Amount</u>      |
|--------------------|--------------|-------------|--------------------|
| Remy Boudreau      | 10.40        | \$ 310.00   | \$ 3,224.00        |
| Dominique Fontaine | <u>3.00</u>  | \$ 245.00   | <u>\$ 735.00</u>   |
|                    | 13.40        |             | <u>\$ 3,959.00</u> |

|                    |  |                           |
|--------------------|--|---------------------------|
| GST On Fees        |  | <u>\$ 209.83</u>          |
| Total Amount Due   |  | <u>\$ 4,406.37</u>        |
| <b>Balance Due</b> |  | <u><u>\$ 4,406.37</u></u> |

  
Remy Boudreau

# MCINNES COOPER

Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

1300-1969 Upper Water Street  
Purdy's Wharf Tower II  
P.O. Box 730  
Halifax, NS B3J 2V1

Tel: (902) 425-6500  
Fax: (902) 425-6350  
mchfx@mcinnescooper.com

Invoice No.: 2018032209

December 21, 2018

File: 122096

GST/HST Registration #: 119398691RT

**RE: Consultation Services on New Brunswick Litigation Procedures**

---

**REMITTANCE COPY  
PLEASE REMIT WITH PAYMENT**

**TOTAL FOR THIS INVOICE**

|                                |                    |
|--------------------------------|--------------------|
| <b>Total Professional Fees</b> | <b>\$ 4,196.54</b> |
| <b>Total GST</b>               | <b>\$ 209.83</b>   |
| <b>Total Amount Due</b>        | <b>\$ 4,406.37</b> |
| <br>                           |                    |
| <b>Balance Due</b>             | <b>\$ 4,406.37</b> |

Alternatively, payment may be wired to:

The Bank of Nova Scotia  
Halifax Business Support Centre  
5251 Duke Street  
Halifax, Nova Scotia, Canada

Bank Number: 002  
Swift Code: NOSCCATT  
Account Number: 700030002615

ABA Number: 026002532  
Transit Number: 33993  
Account Name: McInnes Cooper

Please include the invoice number with your wiring instructions.  
We also accept Visa and MasterCard.

**Interest may be charged on overdue accounts.**

# MCINNES COOPER

MCINNES  
 2018029395  
 DUF  
 §

Cain Lamarre  
 500 Grand Allee Est, bureau 1  
 Quebec, QC G1R 2J7

Attn: Michel St-Pierre

*revised  
1/2/19*

Blue Cross Centre, South Tower  
 Suite S400  
 644 Main Street  
 P.O. Box 1368  
 Moncton, NB E1C 8T6

Tel: (506) 857-8970  
 Fax: (506) 857-4095

Invoice No.: 2018029395

November 30, 2018

File: 122096

*20.18.3096*

GST/HST Registration #:119398691RT

**RE: Consultation Services on New Brunswick Litigation Procedures**

TO PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter for the period ending November 29, 2018, including:

|                    |   |    |             |                  |
|--------------------|---|----|-------------|------------------|
| 2 Nov 18           | Review Michel's letter regarding settlement agreement and Settlement Agreement itself.  | RB | 0.50 hrs.   | \$ 155.00        |
| 5 Nov 18           | Considered res judicata issue and prepared memo to client.  | RB | 1.30 hrs.   | \$ 403.00        |
| 8 Nov 18           | Finalized memo on effect of Nfid settlement on NB proceedings.  | RB | 0.20 hrs.   | \$ 62.00         |
| 19 Nov 18          | Tc with Michel St-Pierre regarding admission of facts and documents.  | RB | 0.20 hrs.   | \$ 62.00         |
| 20 Nov 18          | Review notice to admit facts prepared by Defendant; Review rules of court regarding response to request to admit facts; Tc with Michel St-Pierre regarding this matter. | RB | 0.50 hrs.   | \$ 155.00        |
| 21 Nov 18          | Review letter to Clerk enclosing Notice to Refuse Facts.  | RB | 0.10 hrs.   | \$ 31.00         |
| <b>Total Hours</b> |   |    | <b>2.80</b> |                  |
| <b>Our Fee:</b>    |   |    |             | <b>\$ 868.00</b> |

*He  
22/11/19*

**Administrative Fee**  
**Total Professional Fees**

\$ 52.08  
\$ 920.08

**Fee Summary**

| <u>Name</u>   | <u>Hours</u> | <u>Rate</u> | <u>Amount</u>    |
|---------------|--------------|-------------|------------------|
| Remy Boudreau | <u>2.80</u>  | \$ 310.00   | <u>\$ 868.00</u> |
|               | 2.80         |             | \$ 868.00        |

GST On Fees

\$ 46.00

Total Amount Due

\$ 966.08

**Balance Due**

**\$ 966.08**

  
Remy Boudreau

# MCINNES COOPER

Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

1300-1969 Upper Water Street  
Purdy's Wharf Tower II  
P.O. Box 730  
Halifax, NS B3J 2V1

Tel: (902) 425-6500  
Fax: (902) 425-6350  
mchfx@mcinnescooper.com

Invoice No.: 2018029395

November 30, 2018

File: 122096

GST/HST Registration #:119398691RT

**RE: Consultation Services on New Brunswick Litigation Procedures**

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**REMITTANCE COPY  
PLEASE REMIT WITH PAYMENT**

**TOTAL FOR THIS INVOICE**

|                                |                  |
|--------------------------------|------------------|
| <b>Total Professional Fees</b> | <b>\$ 920.08</b> |
| <b>Total GST</b>               | <b>\$ 46.00</b>  |
| <b>Total Amount Due</b>        | <b>\$ 966.08</b> |
| <br>                           |                  |
| <b>Balance Due</b>             | <b>\$ 966.08</b> |

Alternatively, payment may be wired to:

The Bank of Nova Scotia  
Halifax Business Support Centre  
5251 Duke Street  
Halifax, Nova Scotia, Canada

Bank Number: 002  
Swift Code: NOSCCATT  
Account Number: 700030002615

ABA Number: 026002532  
Transit Number: 33993  
Account Name: McInnes Cooper

Please include the invoice number with your wiring instructions.  
We also accept Visa and MasterCard.

**Interest may be charged on overdue accounts.**

**Deloitte Management Services LLP**  
1500 - 1969 Upper Water Street  
Halifax (Nova Scotia)  
B3J 3R7

Quebec, April 5<sup>th</sup>, 2019

**Invoice: 20-0000133246**

**Case: Ville de Shippagan et Gendarmerie Royale du Canada - Shippagan Plant**  
Our file no.: 214451 / 20-18-3098

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**FEES FOR PROFESSIONAL SERVICES RENDERED  
BETWEEN JANUARY 14<sup>TH</sup>, 2019 AND MARCH 27<sup>TH</sup>, 2019**

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**INVOICE SUMMARY**

**PROFESSIONAL FEES**

|                   |                     |
|-------------------|---------------------|
| <b>Total fees</b> | <b>\$151,414.50</b> |
| HST (15%)         | \$22,712.18         |

**NON TAXABLE DISBURSEMENTS**

|  |                |
|--|----------------|
| <b>Total non taxable disbursements</b> | <b>\$45.00</b> |
|--|----------------|

**TAXABLE DISBURSEMENTS**

|                                    |                     |
|------------------------------------|---------------------|
| <b>Total taxable disbursements</b> | <b>\$167,945.03</b> |
| HST (15%)                          | \$25,191.75         |

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|                    |                     |
|--------------------|---------------------|
| <b>Grand total</b> | <b>\$367,308.46</b> |
|--------------------|---------------------|

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## **DETAILED INVOICE**

### **PROFESSIONAL FEES**

|            |     |        |  |
|------------|-----|--------|--|
| 2019-01-14 | MSP | 1,00 h | Telephone conversation with Mr. Toni Abi Nasr;<br>Letter from Mr. Tony Abi Nasr;<br>Letter to Mr. Rémy Boudreau;<br>Correspondance received from Mr. Cooper; |
| 2019-01-15 | MSP | 1,20 h | Instruction for the transfer of funds to McInnes Cooper;<br>Letter to Mr. Tony Abi Nasr;<br>Letter to Court;<br>Letter to Mr. Rémy Boudreau;                 |
| 2019-01-17 | MSP | 2,60 h | Telephone conversation with Mr. Mathew Harris;<br>Telephone conversation with Mr. Rémy Boudreau;<br>Work in file;  |
| 2019-01-17 | MSP | 1,40 h | Discussion with Mrs. Andréanne Daoust and Mr. Daniel Têtu;<br>Receipt and review of 2018 correspondence;<br>Letter to Mr. Mélo;                              |
| 2019-01-18 | MSP | 0,40 h | Telephone conversation with Mr. Terry Daley;<br>Letter from Mr. Mathew Harris;   |
| 2019-01-21 | MSP | 4,40 h | Analysis of Mr. Stewart McKelvey's opinion;<br>Letter to Mr. Rémy Boudreau;  |
| 2019-01-22 | MSP | 5,00 h | Review of the file;<br>Preparation for trial;<br>Conference call;  |
| 2019-01-23 | MSP | 2,40 h | Preparation for trial;<br>Telephone call with Mr. Rémy Boudreau;   |
| 2019-01-23 | AD  | 3,00 h | Legislative and jurisprudential research (re: power of arrest without warrant, use of force by peace officer, search and search without warrant);            |
| 2019-01-24 | MSP | 0,20 h | Email to defense attorney;   |
| 2019-01-24 | MSP | 0,20 h | Telephone call with Mr. Rémy Boudreau;   |



|            |     |         |  |
|------------|-----|---------|--|
| 2019-01-25 | MSP | 2,40 h  | Letter to Mr. Rocco Fabiano;<br>Telephone call with Mr. Rémy Boudreau;<br>Preparation for trial;   |
| 2019-01-28 | MSP | 2,20 h  | Letter to Mr. Rémy Boudreau;<br>Preparation for trial;   |
| 2019-01-29 | MSP | 6,00 h  | Preparation for Trial;   |
| 2019-01-30 | MSP | 8,00 h  | Preparation for Trial;   |
| 2019-01-31 | MSP | 7,00 h  | Preparation for Trial;   |
| 2019-02-04 | MSP | 8,00 h  | Travelling to Moncton;   |
| 2019-02-05 | MSP | 8,00 h  | Preparation of trial;<br>Meeting with Mr. Terry Daley;<br>Meeting with McInnes Cooper;<br>Attendance to the Court (case management);                                 |
| 2019-02-06 | MSP | 8,00 h  | Preparation of trial;<br>Meeting with McInnes Cooper;<br>Preparation for trial;  |
| 2019-02-07 | MSP | 8,00 h  | Preparation of trial;<br>Meeting with McInnes Cooper;<br>Preparation for trial;  |
| 2019-02-08 | KSA | 0,50 h  | Discussion with Mr. Michel St-Pierre;<br>Verification and preparation of documents to be sent to Mr. Michel St-Pierre in Moncton;                                    |
| 2019-02-08 | MSP | 8,00 h  | Meeting with McInnes Cooper;<br>Travelling to Quebec;  |
| 2019-02-11 | MSP | 10,00 h | Traveling to Moncton;  |
| 2019-02-12 | PM  | 0,75 h  | Review of the trustee's position concerning the possibility to obtain damages other than those pertaining to the physical assets subject to the guarantee agreement; |
| 2019-02-12 | AD  | 2,50 h  | Legislative and jurisprudential research (re: power of the receiver);  |
| 2019-02-12 | MSP | 8,00 h  | Preparation for trial;   |

|            |     |         |   |
|------------|-----|---------|---|
| 2019-02-13 | AD  | 1,50 h  | Doctrinal research (re: power of the receiver);   |
| 2019-02-13 | MSP | 8,00 h  | Preparation for trial;  |
| 2019-02-14 | AD  | 2,50 h  | Doctrinal and jurisprudential research (re: power of the receiver);   |
| 2019-02-14 | MSP | 8,00 h  | Preparation for trial;  |
| 2019-02-15 | MSP | 8,00 h  | Preparation for trial;  |
| 2019-02-16 | MSP | 8,00 h  | Preparation for trial;  |
| 2019-02-17 | MSP | 8,00 h  | Preparation for trial;  |
| 2019-02-18 | MSP | 8,00 h  | Preparation for trial;  |
| 2019-02-19 | MSP | 10,00 h | Attendance to Court trial;  |
| 2019-02-20 | MSP | 10,00 h | Attendance to Court trial;  |
| 2019-02-21 | MSP | 10,00 h | Attendance to Court and traveling to Quebec;  |
| 2019-02-24 | MSP | 10,00 h | Travelling to Moncton;<br>Preparation for trial;  |
| 2019-02-25 | MSP | 10,00 h | Attendance to Court;  |
| 2019-02-26 | MSP | 10,00 h | Attendance to Court;  |
| 2019-02-27 | MSP | 12,00 h | Attendance to Court;<br>Meeting with witnesses;   |
| 2019-02-28 | MSP | 10,00 h | Attendance to Court;<br>Travelling to Quebec;   |
| 2019-03-03 | MSP | 10,00 h | Travelling to Moncton;<br>Meeting with expert;  |
| 2019-03-04 | MSP | 9,00 h  | Meeting with clients;<br>Meeting with witnesses;<br>Preparation with them;<br>Testimonies (Boudreau, Hébert, Harris); |
| 2019-03-05 | MSP | 11,00 h | Attendance to Court;<br>Meeting with expert;  |

|            |     |         |  |
|------------|-----|---------|--|
| 2019-03-06 | MSP | 11,00 h | Attendance to Court;<br>Meeting with expert;   |
| 2019-03-07 | MSP | 8,00 h  | Attendance to Court;<br>Travelling to Quebec;  |
| 2019-03-10 | MSP | 8,80 h  | Traveling to Moncton;  |
| 2019-03-11 | MSP | 10,00 h | Attendance to Court;   |
| 2019-03-12 | MSP | 10,00 h | Attendance to Court;   |
| 2019-03-13 | MSP | 10,00 h | Attendance to Court;   |
| 2019-03-14 | MSP | 14,00 h | Attendance to Court;<br>Traveling to Quebec;   |
| 2019-03-15 | MSP | 0,60 h  | Conference call;   |
| 2019-03-17 | MSP | 10,00 h | Traveling to Moncton;<br>Meeting with Mr. Terry Daley;<br>Meeting with expert;           |
| 2019-03-18 | MSP | 11,00 h | Attendance to Court;<br>Preparation of Mr. Ross White's cross examination;               |
| 2019-03-19 | MSP | 12,00 h | Attendance to Court;<br>Preparation of the cross examination of expert Mathieu;          |
| 2019-03-20 | MSP | 12,00 h | Attendance to Court;<br>Preparation of the cross examination of expert Verville;         |
| 2019-03-21 | MSP | 8,00 h  | Attendance to Court;   |
| 2019-03-22 | MSP | 8,00 h  | Meeting with Mr. Terry Daly;<br>Work in file;<br>Conference call;                        |
| 2019-03-23 | MSP | 7,00 h  | Preparation of MDM Economics' cross examination;   |
| 2019-03-24 | MSP | 10,00 h | Preparation of MDM Economics' cross examination;<br>Meeting with Mr. Terry Daly and BDO; |
| 2019-03-25 | MSP | 11,00 h | Attendance to Court;<br>Meeting with client and BDO;                                     |

2019-03-26    MSP    8,00 h    Attendance to Court;  
Meeting with McInnes Cooper;

2019-03-27    MSP    8,00 h    Traveling to Quebec.

Detailed professional fees

|     |                     |          |    |              |              |
|-----|---------------------|----------|----|--------------|--------------|
| PM  | Me Pierre Martin    | 0,75 h   | at | \$320.00/h = | \$240.00     |
| KSA | Me Kim Savignac     | 0,50 h   | at | \$245.00/h = | \$122.50     |
| MSP | Me Michel St-Pierre | 439,80 h | at | \$340.00/h = | \$149,532.00 |
| AD  | Me Andréanne Daoust | 9,50 h   | at | \$160.00/h = | \$1,520.00   |

**Total fees** **\$151,414.50**

**NON TAXABLE DISBURSEMENTS**

Electronic fund transfer fee \$45.00

**Total non taxable disbursements** **\$45.00**

**TAXABLE DISBURSEMENTS**

|                                  |              |
|----------------------------------|--------------|
| Data Research                    | \$17.55      |
| Boudreau Albert Savoie           | \$2,430.00   |
| G.R. Moss Appraisals inc.        | \$17,893.33  |
| Daniel Doucet Appraisal Services | \$6,568.17   |
| McInnes Cooper                   | \$124,204.44 |
| Lodging                          | \$7,123.00   |
| Meal                             | \$3,706.94   |
| Messenger service                | \$40.37      |
| Photocopies charges              | \$33.50      |
| Travelling expenses              | \$5,927.73   |

**Total taxable disbursements** **\$167,945.03**

|                    |                     |
|--------------------|---------------------|
| <b>Sub-total</b>   | <b>\$319,404.53</b> |
| HST (15%)          | \$47,903.93         |
| <b>Grand total</b> | <b>\$367,308.46</b> |

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Interest of 1.25% per month (15% per year) will be added to any unpaid amount after 30 days.

*You can make your payment to the order of Cain Lamarre, by cheque, debit, ATM, credit card (Visa, Mastercard) or banking services.*

Our File: 122096  
February 27, 2019

**Via Email: [michel.st.pierre@cainlamarre.ca](mailto:michel.st.pierre@cainlamarre.ca)**

Mr. Michel St-Pierre  
Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

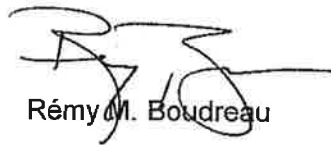
Dear Mr. St-Pierre:

**RE: Consultation Services on New Brunswick Litigation Procedures**

Please find enclosed our statement of account for services rendered in the above-noted matter, which I trust you will find to be in order.

Should you have any questions in regards to the attached statement of account, please do not hesitate to contact me.

Yours very truly,

  
Rémy M. Boudreau

/km  
Enc.

20.18.3098

|              |            |
|--------------|------------|
| FOURNISSEUR: | MCINNES    |
| FACTURE #:   | 2019003447 |
| S.G.L.:      | DNR        |
| INITIALE:    | <i>JB</i>  |

(30942285\_1)

*He  
3/4/2019*

# MCINNES COOPER

Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

Invoice No.: 2019003447

February 27, 2019

File: 122096

Blue Cross Centre, South Tower  
Suite S400  
644 Main Street  
P.O. Box 1368  
Moncton, NB E1C 8T6

Tel: (506) 857-8970

Fax: (506) 857-4095

GST/HST Registration #:119398691RT

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**RE: Consultation Services on New Brunswick Litigation Procedures**

TO PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter for the period ending February 27, 2019, including:

|           |   |    |           |           |
|-----------|---|----|-----------|-----------|
| 18 Dec 18 | Review emails from client on conference call  | RB | 0.10 hrs. | \$ 30.00  |
| 28 Dec 18 | Exchange of emails with Michel on Summons to witness;   | RB | 0.20 hrs. | \$ 60.00  |
| 2 Jan 19  | Arrangements for summons to witness to be served;   | RB | 0.20 hrs. | \$ 60.00  |
| 2 Jan 19  | Research respecting location of witnesses for Summons; PLANET searches for witnesses; Telephone call to process server respecting witness;  | JA | 2.00 hrs. | \$ 277.10 |
| 3 Jan 19  | Meeting with paralegal regarding addresses for witnesses to summons;  | RB | 0.30 hrs. | \$ 90.00  |
| 3 Jan 19  | Telephone conferences with various RCMP detachments; Draft letter to Ross White and Michel Boissonnault; Draft Summons to Witness; Communicate details respecting whereabouts of additional Summons to be served; Telephone conference with process server; | JA | 3.00 hrs. | \$ 415.65 |

|           |  |    |           |           |
|-----------|--|----|-----------|-----------|
| 4 Jan 19  | Proof read summons letters and instructions to process server;   | RB | 0.40 hrs. | \$ 120.00 |
| 4 Jan 19  | Email to Michel regarding further information on Michel Potvin and Barry Harvie;   | RB | 0.10 hrs. | \$ 30.00  |
| 4 Jan 19  | Draft letter to process server respecting service on Ross White; Draft letter to process server respecting service on James Payne; Draft letter to process server respecting service on Michel Boissonnault; Finalize Summons to Witness and witness fees; Telephone conferences with process servers respecting effecting service; Telephone call to RCMP respecting Michel Potvin; | JA | 2.00 hrs. | \$ 277.10 |
| 9 Jan 19  | Review email from Gerry Locke  | RB | 0.10 hrs. | \$ 30.00  |
| 9 Jan 19  | Telephone conferences with Paul McCloskey respecting service on James Payne;   | JA | 0.30 hrs. | \$ 41.57  |
| 10 Jan 19 | Email to Michel on status of summons to witness;   | RB | 0.20 hrs. | \$ 60.00  |
| 14 Jan 19 | Exchange of emails with Michel regarding Jim Payne's testimony;  | RB | 0.30 hrs. | \$ 90.00  |
| 15 Jan 19 | Review memo from Justice LeBlanc; Review rules of Court on Video conferencing and email to Michel with comments on same;   | RB | 0.30 hrs. | \$ 90.00  |
| 16 Jan 19 | Started review of discovery evidence in preparation for trial - Tab a to d of discovery binder;  | RB | 1.30 hrs. | \$ 390.00 |
| 16 Jan 19 | Continue review of discovery transcript summaries;   | RB | 1.20 hrs. | \$ 360.00 |
| 16 Jan 19 | Continue review of discovery transcript - (summary of to tab I)  | RB | 0.80 hrs. | \$ 240.00 |
| 17 Jan 19 | Continue reviewing discovery transcripts in preparation for trial;   | RB | 2.30 hrs. | \$ 690.00 |
| 17 Jan 19 | Review discovery evidence of   | RB | 3.20 hrs. | \$ 960.00 |



| Nugent, Boissoneault, Payne, A. Albert; |  |    |           |           |
|---|--|----|-----------|-----------|
| 18 Jan 19                               | Review discovery evidence of Michel Potvin (in part)   | RB | 0.50 hrs. | \$ 150.00 |
| 21 Jan 19                               | Completed review of discovery evidence of Michel Potvin, Victor Robichaud and Alyre Hébert;  | RB | 0.80 hrs. | \$ 240.00 |
| 21 Jan 19                               | Review email from Michel enclosing letter from Stewart McKelvey; Arrangements for production of opinion letter - briefed associate on relevant issues to consider; | RB | 0.50 hrs. | \$ 150.00 |
| 21 Jan 19                               | Review letter from Stewart McKelvey in response to opinion on the existence of a duty of care; Conference with R. Boudreau on opinion in response to same;         | DF | 0.30 hrs. | \$ 76.50  |
| 24 Jan 19                               | Tc with Michel St-Pierre regarding introduction of evidence at trial (transcripts and other); Review rules of introduction of discovery transcript;                | RB | 0.30 hrs. | \$ 90.00  |
| 24 Jan 19                               | Review summaries of discovery transcript to prepare opinion on the existence of a duty of care;  | DF | 3.00 hrs. | \$ 765.00 |
| 25 Jan 19                               | Review Michel's email on refusal to admit damages and considered Notice to Admit Facts;  | RB | 0.20 hrs. | \$ 60.00  |
| 25 Jan 19                               | Continue review of transcript summaries; Review Statements of Facts; All in preparation for the opinion on the existence of a duty of care;                        | DF | 3.00 hrs. | \$ 765.00 |
| 28 Jan 19                               | Email exchange with Michel St-Pierre regarding interpreter, witnesses to be called by RCMP and steno and audio at trial;   | RB | 0.20 hrs. | \$ 60.00  |
| 29 Jan 19                               | Tc with Michel regarding Boissoneault having PTSD and not being able to testify;   | RB | 0.20 hrs. | \$ 60.00  |
| 31 Jan 19                               | Email to Michel to advise of   | RB | 0.30 hrs. | \$ 90.00  |

|           |  |    |           |             |
|-----------|--|----|-----------|-------------|
|           | availability for meeting; Emails exchanges with Michle regarding admission of documents;   |    |           |             |
| 31 Jan 19 | Review Notice to Admit Documents; tc with Michel St-Pierre regarding documents to refuse;  | RB | 1.00 hrs. | \$ 300.00   |
| 31 Jan 19 | Email to Ernie Boudreau to schedule meeting; Arrangements for summons on Aurèle Albert; Assessed Stewart McKelvey's analysis of May 3rd events ;                   | RB | 0.60 hrs. | \$ 180.00   |
| 31 Jan 19 | Research and read case law relating to the duty of care of police officers in order to draft opinion on the existence of a duty of care;                           | DF | 4.50 hrs. | \$ 1,147.50 |
| 1 Feb 19  | Review emails from Michel and clients regarding meeting.   | RB | 0.10 hrs. | \$ 30.00    |
| 1 Feb 19  | Started review of Court Brief.   | RB | 0.50 hrs. | \$ 150.00   |
| 1 Feb 19  | Continue review of Court Brief prepared by RCMP.   | RB | 2.00 hrs. | \$ 600.00   |
| 1 Feb 19  | Finalize research on duty of care of policy officers and begin drafting opinion.   | DF | 3.00 hrs. | \$ 765.00   |
| 1 Feb 19  | Review new documents received; Conference with Remy Boudreau; Prepare Summons to Witness, letter and letter to process server respecting service on Aurele Albert. | JA | 0.80 hrs. | \$ 110.84   |
| 4 Feb 19  | Completed review of RCMP court brief.  | RB | 0.70 hrs. | \$ 210.00   |
| 4 Feb 19  | Tc with Michel regarding hearing; Review emails from clerk; Review Aurèle Albert's Declaration to police.  | RB | 0.70 hrs. | \$ 210.00   |
| 4 Feb 19  | Review a portion of the exhibits to the Berniqué report; review notice to admit (compared with responses received).  | RB | 3.00 hrs. | \$ 900.00   |
| 4 Feb 19  | Review Mario Berniqué's report.  | RB | 0.50 hrs. | \$ 150.00   |
| 4 Feb 19  | Read relevant case law on proximity;   | DF | 7.50 hrs. | \$ 1,912.50 |

|          | Analysis on relevant factors such as reasonable expectations of the parties, internal policies, and narrow and distinct group of potential victims; Analysis on application to the case.             |    |            |             |
|----------|--|----|------------|-------------|
| 5 Feb 19 | Email to Ernie Boudreau regarding meeting.   | RB | 0.20 hrs.  | \$ 60.00    |
| 5 Feb 19 | Spent day with Michel St-Pierre preparing for trial (meeting with Rosemary and Terry Daley); Attended Court for Case Management with Justice Ouellette.  | RB | 8.10 hrs.  | \$ 2,430.00 |
| 5 Feb 19 | Meeting with R. Boudreau and M. St-Pierre regarding procedural questions raised at pre-trial conference; Draft opinion to Deloitte for Duty of Care question.  | DF | 10.00 hrs. | \$ 2,550.00 |
| 5 Feb 19 | Review email from Remy Boudreau and respond respecting service on Aurele Albert; Telephone call to process server; Prepare documents to be served on Aurele Albert.                                  | JA | 0.20 hrs.  | \$ 27.71    |
| 6 Feb 19 | Prepared response to notice to admit documents.  | RB | 7.50 hrs.  | \$ 2,250.00 |
| 6 Feb 19 | Review new documents disclosed by AG - Manderson.  | RB | 0.30 hrs.  | \$ 90.00    |
| 6 Feb 19 | Review email from Remy Boudreau and respond respecting service on Michel Potvin.   | JA | 0.20 hrs.  | \$ 27.71    |
| 6 Feb 19 | PLANET searches and internet searches; Prepare Summons to Witness for Michel Potvin; Prepare letter to Michel Potvin and Paul McCloskey.   | JA | 0.70 hrs.  | \$ 96.99    |
| 6 Feb 19 | Finalize opinion on proximity analysis for the duty of care; Revise same; Meeting with M. St-Pierre and R. Boudreau regarding procedural issues; Research on Rule 31 and admissibility of documents. | DF | 7.00 hrs.  | \$ 1,785.00 |
| 7 Feb 19 | Review and amended Opinion on  | RB | 1.00 hrs.  | \$ 300.00   |

|           | duty of Care.   |    |           |             |
|-----------|---|----|-----------|-------------|
| 7 Feb 19  | Completion of Notice to Admit Documentation; Meeting with Michel all day to prepare Trial Record; review Notices to admit facts, documents and notice to refuse same.                                       | RB | 6.50 hrs. | \$ 1,950.00 |
| 7 Feb 19  | Meeting with M. St-Pierre and R. Boudreau to draft and revise the Notice of refusal to admit facts.   | DF | 4.00 hrs. | \$ 1,020.00 |
| 8 Feb 19  | Emails with R. Boudreau regarding revisions to opinion on proximity.  | DF | 0.20 hrs. | \$ 51.00    |
| 8 Feb 19  | Further amendments to opinion on duty of care.  | RB | 0.50 hrs. | \$ 150.00   |
| 8 Feb 19  | Review of exception to the hearsay rule.  | RB | 0.30 hrs. | \$ 90.00    |
| 8 Feb 19  | Conference with Remy Boudreau respecting trial prep; Prepare tabs and binders for Exhibit Book; Email to Peggy Mitchell respecting supplies required.   | JA | 1.30 hrs. | \$ 0.00     |
| 11 Feb 19 | Review requests to admit documents; Prepare Exhibit Book list; Conferences with Remy Boudreau.  | JA | 4.50 hrs. | \$ 623.48   |
| 11 Feb 19 | Prepared list of admitted facts - combined; TC with Michel to confirm how to prepare documents; Review email from LaFrenière; Prepared list of documents jointly agreed to by parties; Meeting with Michel. | RB | 4.00 hrs. | \$ 1,200.00 |
| 12 Feb 19 | Preparation for trial; Conference call with opposing counsel; finalized pre-trial brief; finalized new trial record.  | RB | 8.20 hrs. | \$ 2,460.00 |
| 12 Feb 19 | Review of pre-trial brief; Conference with M. St-Pierre and R. Boudreau on changes; Make required revisions to brief.   | DF | 2.50 hrs. | \$ 637.50   |
| 12 Feb 19 | Amend lists to admit documents; Amend Exhibit Book; Conferences   | JA | 5.00 hrs. | \$ 692.75   |

|           |   |    |           |             |
|-----------|---|----|-----------|-------------|
|           | with Remy Boudreau.   |    |           |             |
| 12 Feb 19 | Sauvegarder les décisions présentes dans le mémoire du procès afin de créer la liste des autorités.   | JP | 0.80 hrs. | \$ 0.00     |
| 13 Feb 19 | Prepared list of documents based on relevance; general preparation for trial.   | RB | 6.50 hrs. | \$ 1,950.00 |
| 13 Feb 19 | Research on admissibility of evidence where author of the document is deceased; Write and revise memorandum on the law on same.   | DF | 2.50 hrs. | \$ 637.50   |
| 13 Feb 19 | Research case law involving Pierre Mathieu, Jean-Pierre Verville, Doug MacDonald, Alain Viger and Mario Berniqué as expert witnesses.   | JP | 3.00 hrs. | \$ 0.00     |
| 14 Feb 19 | Finalized document production for trial.  | RB | 8.50 hrs. | \$ 2,550.00 |
| 14 Feb 19 | Review email from Remy Boudreau; Prepare Summons to Witness for Victor Gionet; Telephone conference with and email to Chris Burden.   | JA | 1.00 hrs. | \$ 138.55   |
| 14 Feb 19 | Preparation of Exhibit Book for Trial.  | JA | 4.00 hrs. | \$ 554.20   |
| 14 Feb 19 | Research case law involving Pierre Mathieu, Jean-Pierre Verville, Doug MacDonald, Alain Viger and Mario Berniqué as expert witnesses; Draft memorandum with relevant case law information.      | JP | 4.00 hrs. | \$ 0.00     |
| 15 Feb 19 | Arrangement for summons on Potvin, Edmond Martin, Manderson; research on police notes and business records exception to hearsay rule; Research available interest rates.                        | RB | 5.00 hrs. | \$ 1,500.00 |
| 15 Feb 19 | Prepare Exhibit Books for trial; Telephone conference with process server; Email to Chris Burden respecting service on Claude Dery; Telephone conference with Chris Burden; Prepare Summons for | JA | 6.50 hrs. | \$ 900.58   |

|           |  |    |           |             |
|-----------|--|----|-----------|-------------|
|           | Claude Dery; Prepare letter to Claude Dery and Chris Burden; Searches respecting locate for Edmond Martin; Letter and Summons to Edmond Martin; Telephone conference with and letter to Patrick Dalpe.                             |    |           |             |
| 15 Feb 19 | Research (online, library, Westlaw) to obtain a copy of the RCMP Operational Manual.   | JP | 2.60 hrs. | \$ 0.00     |
| 17 Feb 19 | Meeting with Terry Daley to prepare for his testimony; Further preparation for trial (amendments to index for docs entered by consent); started chronology on Pagé events for admission of evidence.                               | RB | 9.00 hrs. | \$ 2,700.00 |
| 17 Feb 19 | Begin amendments to Exhibit List; Begin amendments to Exhibit Binders; Prepare documents not admitted by consent binders; Telephone conferences with Remy Boudreau.  | JA | 4.50 hrs. | \$ 623.48   |
| 18 Feb 19 | Research case law on admissibility of evidence where author of document is deceased; Research specifically the question of psychological state of author; Draft oral arguments for trial.  | DF | 2.50 hrs. | \$ 637.50   |
| 18 Feb 19 | Final prep. For trial; argument on Pagé; Argument for statements obtained by police.   | RB | 6.00 hrs. | \$ 1,800.00 |
| 18 Feb 19 | Conferences with Michel St Pierre and Remy Boudreau; Reorganize remainder of Exhibit Book; Reorganize Exhibit list.  | JA | 7.50 hrs. | \$ 0.00     |
| 19 Feb 19 | Attended first day of trial; prepared for Day 2.   | RB | 7.00 hrs. | \$ 2,100.00 |
| 19 Feb 19 | Finalize Exhibit Books binders and preparations for trial; Attend courthouse; Conference with Michel St Pierre and Remy Boudreau respecting Summons to Witness; Email to Chris Burden respecting service on Claude Dery; Telephone | JA | 2.00 hrs. | \$ 277.10   |

|           |   |    |           |             |
|-----------|---|----|-----------|-------------|
|           | conference with Paul McCloskey respecting service on Victor Gionet.   |    |           |             |
| 20 Feb 19 | Attended Trial Day 2.   | RB | 8.00 hrs. | \$ 2,400.00 |
| 20 Feb 19 | Prepare letters and Summons for Daniel Doucet and Ernest Boudreau; Telephone conference with process server; Email exchanges and conference with Remy Boudreau; Review of file re Moss Report; Prepare transcript of Terry Daley; Telephone conference with Denis Comeau; Letter to Denis Comeau. | JA | 3.00 hrs. | \$ 415.65   |
| 21 Feb 19 | Attend trial.   | DF | 6.00 hrs. | \$ 1,530.00 |
| 21 Feb 19 | Conference with Remy Boudreau respecting Moss Report; Draft letter to Moss re trial; Prepare Summons to Witness; Telephone conference with Denis Comeau respecting Victor Gionet; Email to Remy Boudreau.   | JA | 2.00 hrs. | \$ 277.10   |
| 22 Feb 19 | Review several hundreds of pages contained in the newly disclosed Michel Pagé medical file.   | RB | 4.70 hrs. | \$ 1,410.00 |
| 22 Feb 19 | Report to Michel on Pagé's medical file; exchange of emails with Solicitor Wiiner.  | RB | 0.50 hrs. | \$ 150.00   |
| 22 Feb 19 | Telephone conference with process server respecting service on Michel Potvin; Email to Remy Boudreau respecting update on service and requesting instructions.  | JA | 0.60 hrs. | \$ 83.13    |
| 24 Feb 19 | Updated Michel Pagé email argument; Contacted Aurèle Albert to coordinate his testimony.  | RB | 2.00 hrs. | \$ 600.00   |
| 24 Feb 19 | Further call with Aurèle Albert regarding testimony.  | RB | 0.20 hrs. | \$ 60.00    |
| 24 Feb 19 | Transcription de notes manuscrites prises au procès.  | DF | 2.00 hrs. | \$ 510.00   |
| 25 Feb 19 | Review emails from Remy Boudreau respecting witnesses; Telephone conferences with Arian Morrell and   | JA | 1.30 hrs. | \$ 180.12   |

Gilles Moss; Telephone conference with Paul McCloskey; Letter to Paul McCloskey; Amend letter to and Summons to Victor Gionet.

|                                |  |    |           |              |
|--------------------------------|--|----|-----------|--------------|
| 25 Feb 19                      | Attended trial.  | RB | 8.00 hrs. | \$ 2,400.00  |
| 26 Feb 19                      | Attended Court.  | RB | 7.00 hrs. | \$ 2,100.00  |
| 26 Feb 19                      | Meeting with Michel Potvin.  | RB | 1.50 hrs. | \$ 450.00    |
| 26 Feb 19                      | Conference with an email exchanges with Remy Boudreau respecting witnesses for trial; Telephone conference with process server in Ontario respecting Daniel Doucet; Email to process server; Amend Summons to Witness and letter to Daniel Doucet; Letter to process server respecting service; Amend letter and summons to Joseph Edmund Martin; Telephone conferences with process server; | JA | 2.00 hrs. | \$ 277.10    |
| 26 Feb 19                      | Organize Affidavits of Service;  | JA | 0.50 hrs. | \$ 69.28     |
| 27 Feb 19                      | Attended trial.  | RB | 7.00 hrs. | \$ 2,100.00  |
| <b>Total Hours</b>             |  |    | 263.90    |              |
| <b>Our Fee:</b>                |  |    |           | \$ 63,357.19 |
| <b>Administrative Fee</b>      |  |    |           | \$ 4,435.00  |
| <b>Total Professional Fees</b> |  |    |           | \$ 67,792.19 |

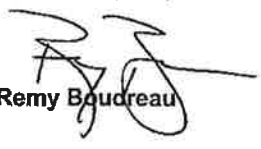
Fee Summary

| <u>Name</u>        | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|--------------------|--------------|-------------|---------------|
| Remy Boudreau      | 140.60       | \$ 300.00   | \$ 42,180.00  |
| Dominique Fontaine | 58.00        | \$ 255.00   | \$ 14,790.00  |
| Jodi Alcorn        | 46.10        | \$ 138.55   | \$ 6,387.19   |
| Julie Poitras      | 10.40        | \$ 0.00     | \$ 0.00       |
| Jodi Alcorn        | 8.80         | \$ 0.00     | \$ 0.00       |
|                    | 263.90       |             | \$ 63,357.19  |



**Disbursements: (GST/PST Applicable)**

|                              |             |                            |
|------------------------------|-------------|----------------------------|
| Witness Fees                 | \$ 2,095.40 |                            |
| Process Server Fees          | \$ 758.50   |                            |
| Meal Expenses                | \$ 335.67   |                            |
| Long Distance Courier        | \$ 88.79    |                            |
| <b>Total Disbursements</b>   |             | <u>\$ 3,278.36</u>         |
| GST On Fees                  |             | \$ 3,389.61                |
| GST On Taxable Disbursements |             | <u>\$ 163.92</u>           |
| Total Amount Due             |             | \$ 74,624.08               |
| <b>Balance Due</b>           |             | <u><u>\$ 74,624.08</u></u> |



Remy Boudreau

# MCINNES COOPER

Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

1300-1969 Upper Water Street  
Purdy's Wharf Tower II  
P.O. Box 730  
Halifax, NS B3J 2V1

Tel: (902) 425-6500  
Fax: (902) 425-6350  
mchfx@mcinnescooper.com

Invoice No.: 2019003447

February 27, 2019

File: 122096

GST/HST Registration #:119398691RT

**RE: Consultation Services on New Brunswick Litigation Procedures**

---

**REMITTANCE COPY  
PLEASE REMIT WITH PAYMENT**

**TOTAL FOR THIS INVOICE**

|                                    |                     |
|------------------------------------|---------------------|
| <b>Total Professional Fees</b>     | <b>\$ 67,792.19</b> |
| <b>Total Taxable Disbursements</b> | <b>\$ 3,278.36</b>  |
| <b>Total GST</b>                   | <b>\$ 3,553.53</b>  |
| <b>Total Amount Due</b>            | <b>\$ 74,624.08</b> |
| <br>                               |                     |
| <b>Balance Due</b>                 | <b>\$ 74,624.08</b> |

Alternatively, payment may be wired to:

The Bank of Nova Scotia  
Halifax Business Support Centre  
5251 Duke Street  
Halifax, Nova Scotia, Canada

Bank Number: 002  
Swift Code: NOSCCATT  
Account Number: 700030002615

ABA Number: 026002532  
Transit Number: 33993  
Account Name: McInnes Cooper

Please include the invoice number with your wiring instructions.  
We also accept Visa and MasterCard.

**Interest may be charged on overdue accounts.**

**DANIEL DOUCET APPRAISAL SERVICES**

March 14, 2019

2018-3078

DDOUCET  
19-0210  
DLF  
J

**INVOICE**

|   |   |
|---|---|
| <p><b>FROM:</b><br/>Daniel Doucet Appraisal Services<br/>8 Gier Street<br/>Grand Valley, On.<br/>L9W 5R3<br/>HST# : 77686 7889 RT0001</p> | <p><b>TO:</b><br/>McInnes Cooper<br/>Blue Cross Centre<br/>South Tower, Suite 400<br/>644 Main Street<br/>Moncton, NB E1C 1E2</p> <p>Attention: Remy M. Boudreau<br/><b>By e-mail only</b><br/><a href="mailto:remy.boudreau@mcinnescooper.com">remy.boudreau@mcinnescooper.com</a></p> |
|---|---|

nms n'ann  
pas de  
Section  
de McInnes  
Transféré  
directement  
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J

Invoice 19-0210

**FEE FOR PROFESSIONAL APPRAISAL SERVICES**

**Property : Former Daley Brothers Crab Processing Plant – Shippegan, New Brunswick**

Your Client : Plaintifs, Deloitte & Touche Inc. as receiver for Daley Brothers Limited, Sea Treat Limited and Les Fruits de Mer Shippagan Ltee. And Century Seafoods Limited vs. defendant - Attorney General of Canada

**Professional Fees and travel expenses to prepare for and give expert testimony at trial in Moncton, New Brunswick, March 11 to 14, 2019**

|                                |                          |                   |
|--------------------------------|--------------------------|-------------------|
| 1 day preparation time         | 7.00 hours at \$250/hour | \$1,750.00        |
| 1 day attendance at court      | 7.00 hours at \$250/hour | \$1,750.00        |
| 2 travel days                  | \$800 per day            | \$1,600.00        |
| <b>Total Professional Fees</b> |                          | <b>\$5,100.00</b> |

Continued Page 2

J  
3/14/2019

**Travel Costs (receipts attached)**

|   |                   |
|---|-------------------|
| <b>Air Canada (Toronto To Moncton) HST Excluded</b> | <b>\$639.12</b>   |
| <b>West Jet (Moncton to Toronto) Hst Excluded</b>   | <b>\$405.12</b>   |
| <b>Enterprise Car rental</b>                        | <b>\$248.71</b>   |
| <b>Car Rental Gas</b>                               | <b>\$20.94</b>    |
| <b>Meal (Mill Street Pub)</b>                       | <b>\$18.97</b>    |
| <b>Parking Assumption Place (court)</b>             | <b>\$18.50</b>    |
| <b>Parking Pearson Airport (toronto)</b>            | <b>\$116.81</b>   |
| <b>Total Disbursements</b>                          | <b>\$1,468.17</b> |
| <b>TOTAL FEES</b>                                   | <b>\$6,568.17</b> |
| <b>PLUS 15% HST</b>                                 | <b>\$985.22</b>   |
| <b>GRAND TOTAL</b>                                  | <b>\$7,553.39</b> |

« Payable Upon Receipt to Daniel Doucet Appraisal Services »

GTAA Toronto CAN LSP 1B2  
RETAIN FOR YOUR RECORD  
HST / GST 139759708

PS-507-WL 14/03/19 22:15  
Receipt 089493

Short-term parking tkt  
T1DAY - No. 039010  
11/03/19 07:43  
15/03/19 07:42  
Period 4d0h0'  
(HST) \$132.00

Total \$132.00

Payment Received  
TYPE: PURCHASE  
VISA CREDIT  
CARD: \*\*\*\*\*2728  
REF: 663282990012371640C  
AUTH #: 063775  
A0000000031010  
0080008000 F800  
VERIFIED BY PIN  
INV: 063775 \$ 132.00  
01 APPROVED-THANK YOU 027

FEB8666 1/1

Sub Total \$116.81  
HST 13% \$15.19

ASSUMPTION PLACE

Terminal#: 11 Cashier#: 101  
3/13/2019 09:29  
3/13/2019 16:42 - 07:14  
39723025 / #006506  
RATE-1 : \$ 18.50  
TOTAL : \$ 18.50  
CASH : \$ 18.50

PARKING RECEIPT

CIRCLE K/IRUING 2131  
330, Dieppe Blvd  
DIEPPE  
E1A 8A3  
506-854-9320

2019/03/14 16:07:02  
INVOICE #: 1625527  
PUMP #: 02

PROD.CODE: UNL-REG  
20.638L@ \$1.167/L

Taxes on fuel:  
HST(F) \$1.05  
HST(P) \$2.09

TOTAL: \$24.08

INTERAC \$24.08  
TYPE: PURCHASE

INTERAC Chequing  
XXXXXXXXXXXX3004

Amount: \$ 24.08  
DATE: 2019/03/14  
TIME: 16:07:00  
TERM: 36693969  
REF: 0018700020 C  
AUTH: 000703

INTERAC  
AID: 00000002771010  
TUR: 8080008000  
TSI: 6800

*20.04*  
*3.14*  

---

*24.08*

SSP America  
Mill Street Brew Pub T1  
Lester B. Pearson Intl Airport  
GST # 825875560RT001  
416-776-2477

SSP TORONTO  
MILL STREET PUB T3 #116  
Lester B Pearson Airport  
GST # 825875560RT001  
416-776-2477

\*\* TRANSACTION RECORD \*\*  
Tran. #: 3155

Type: Purchase  
Acct: Visa  
Card #: xxxxxxxxxxxx2728

Amount \$17.84  
Tip \$2.68  
=====

TOTAL CAD\$20.52

Reference #:  
66330365 0012520130 C  
Auth. #: 023674  
YZ21CS20/C66330365 005  
03/11/2019 9:04:12 AM

VISA CREDIT  
A0000000031010  
0080008000 F800

APPROVED - THANK YOU  
01-027

VERIFIED BY PIN

Customer Copy

IMPORTANT  
Retain this copy for  
your records

THANK YOU  
~~18.49~~ <sup>some</sup> again  
2.05  
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20.52

2697 KORI H

Tbl 43/1 Chk 5302 Gst 1  
Mar11'19 08:23AM

**Eat In**

1 Yogurt & Granola 12.00  
1 BALZAC'S COFFEE 3.79

Subtotal 15.79  
HST Tax 2.05  
08:51AM Total **17.84**

Win a \$500 Amazon Gift Card  
Go to the website to tell us  
about your visit and enter  
our prize draw  
See website for T&C  
[www.eatonthemove.com/CA](http://www.eatonthemove.com/CA)

LOCATION: 7101342

Customer Care 1-877-325-8777

# G.R. Moss Appraisals Inc.

Machinery & Equipment Valuations & Consulting  
300 Calabar Court, Ottawa, Ontario K2J 5N4  
Tel. 905-829-5594 www.grmossappraisals.com

## INVOICE

ACCOUNT # MO1662  
INVOICE # 2008  
HST #86438-4169RT

March 15, 2019

McInnes Coopers  
Blue Cross Centre  
South Tower, Suite 400  
644 Main Street, PO Box 1368  
Moncton, New Brunswick  
E1C 1E2

Attention: Mr. Remy M. Boudreau

Re: **Les Fruits De Mer Shippagan Ltee**

|   |              |
|---|--------------|
| Document Search and File Review   |              |
| Preparation of Photo Reports – March 7 to March 9, 2019   |              |
| 15 Hours @ \$200/ Hour  | \$ 3,000.00  |
| Travel to Moncton, NB March 11, 2019, Meeting with Legal Counsel at McInnes Cooper                    |              |
| Review and Preparation of Documents   |              |
| Preparation for Court Testimony   |              |
| Provide Expert Testimony in the Court of Queen's Bench of New Brunswick, Judicial District of Moncton |              |
| March 11, 2019 to March 14, 2019  |              |
| 46 Hours @ \$250  | \$ 11,500.00 |
| Total   | \$ 14,500.00 |
| Disbursements   | 3,393.33     |
| Subtotal  | \$ 17,893.33 |
| HST 15%   | 2,684.00     |
| Total Due   | \$ 20,577.33 |

Terms: Due upon receipt. Interest at a single annual interest rate of 12% will be charged on overdue account.

|            |            |
|------------|------------|
| FOUR-SEUR: | GRMOSS     |
| PASTURE#   | 2008       |
| NO. L.     | 20-18-3092 |
| DATE       | #          |

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à mmk  
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He  
3/4/2019



Audit, Tax and Advisory Services  
Audit, fiscalité et services-conseils

Independent member of  
Membre indépendant de  
Porter Hétu International

# Invoice

Michel St-Pierre, avocat. associé  
500, Grande Allée est, bureau 1  
Québec, QC G1R 2J7

20. 18.3088

|         |          |
|---------|----------|
| CLIENT: | BASAVOIE |
| NO:     | 10902    |
| OBJET:  | DUF      |
| DATE:   | JJ       |

Invoice No. 10902  
Date 03/22/2019

**For professional services rendered including:**

RE: Dally Brothers

Appearance and testimony at the litigation trial for damages suffered in a civic disturbance fire at the Les Fruits de mer Shippagan Ltée for a full day;

Review of material and meeting with the attorney Michel St-Pierre in preparation for appearance at litigation

|       |    |                 |
|-------|----|-----------------|
| Total | \$ | 2,430.00        |
| HST   |    | <u>242.39</u>   |
| Fees  | \$ | <u>2,672.39</u> |

*MS*  
3/4/2019.

**Thank you for your trust in our services!**

**HST 119381036**

**Payment is due upon receipt. Interest charge of 1.5 percent per month applicable on past due accounts.**

Tel: (506) 857-0262 Fax: (506) 857-0232 E-mail / Courriel : info@bascpa.ca Website: www.bascpa.ca  
654, boul. Malenfant bvd., Suite 101, Dieppe, N.B. E1A 5V3



Our File: 122096  
April 1, 2019

**Via Email:** [michel.st.pierre@cainlamarre.ca](mailto:michel.st.pierre@cainlamarre.ca)

Mr. Michel St-Pierre  
Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

|           |   |
|-----------|---|
| RECEIVED  | MCINNES   |
| DATE      | 2019.04.06  |
| TIME      | 20:18:30  |
| SIGNATURE |  |

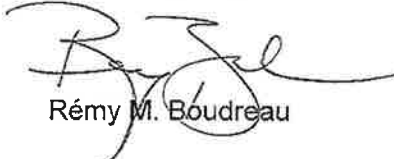
Dear Mr. St-Pierre:

**RE: Consultation Services on New Brunswick Litigation Procedures**

Please find enclosed our statement of account for services rendered in the above-noted matter, which I trust you will find to be in order.

Should you have any questions in regards to the attached statement of account, please do not hesitate to contact me.

Yours very truly,

  
Rémy M. Boudreau

/dlb  
Enc.

*dlb*  
3/4/2019

(31135203\_1)

# MCINNES COOPER

Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

Invoice No.: 2019006677

March 29, 2019

File: 122096

Blue Cross Centre, South Tower  
Suite S400  
644 Main Street  
P.O. Box 1368  
Moncton, NB E1C 8T6

Tel: (506) 857-8970

Fax: (506) 857-4095

GST/HST Registration #:119398691RT

---

**RE: Consultation Services on New Brunswick Litigation Procedures**

TO PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter for the period ending March 29, 2019, including:

|           |   |    |           |             |
|-----------|---|----|-----------|-------------|
| 27 Feb 19 | Tc with Edmund Martin about tomorrow's testimony.   | RB | 0.50 hrs. | \$ 155.00   |
| 27 Feb 19 | Conference with process server respecting service on Joseph Edmund Martin; Conference with Remy Boudreau; Search respecting Fernand Hebert; Email to Remy Boudreau; Conferences with Dominique Fontaine; Telephone conference with Paul Blanchette; Draft Summons to Witness for Fernand Hebert; Draft letter to Fernand Hebert and process server. | JA | 3.00 hrs. | \$ 495.00   |
| 27 Feb 19 | Assist in finding F. Hebert to testify in court; Telephone call with E. Martin regarding testimony.   | DF | 0.80 hrs. | \$ 204.00   |
| 28 Feb 19 | Attended trial.   | RB | 6.00 hrs. | \$ 1,860.00 |
| 28 Feb 19 | Organize Affidavits of Service and update service list; Conference with Remy Boudreau respecting update.  | JA | 1.00 hrs. | \$ 0.00     |
| 28 Feb 19 | Email exchanges with process server respecting service on Daniel  | JA | 0.40 hrs. | \$ 66.00    |

Doucet; Email to Remy Boudreau respecting status.

|           |  |    |            |             |
|-----------|--|----|------------|-------------|
| 28 Feb 19 | Emails from R. Boudreau on witnesses being served and discussions with witnesses; Organize for transcription of notes at trial.  | DF | 0.30 hrs.  | \$ 76.50    |
| 1 Mar 19  | Telephone conversation with witness F. Hébert for attendance at trial.   | DF | 0.20 hrs.  | \$ 51.00    |
| 1 Mar 19  | Review and approval of Affidavit of Service of process server in Ontario.  | JA | 0.20 hrs.  | \$ 33.00    |
| 3 Mar 19  | Telephone conference with witness F. Hébert regarding attendance at trial.   | DF | 0.20 hrs.  | \$ 51.00    |
| 4 Mar 19  | Assist M. St-Pierre for trial preparation; Contact witnesses and attend meeting with witnesses for the next day; Organize all documents for trial.   | DF | 7.00 hrs.  | \$ 1,785.00 |
| 4 Mar 19  | Review email from process server; Update service list.   | JA | 0.20 hrs.  | \$ 33.00    |
| 4 Mar 19  | Prepare bound copies of report; Conferences with Dominique Fontaine and Michel St-Pierre.  | JA | 1.00 hrs.  | \$ 165.00   |
| 5 Mar 19  | Telephone conference with Dominique Fontaine; Prepare letters and Summons to Witness for Victor Robichaud, Alyre Hebert and Stephane Hebert; Email to Dominique Fontaine.  | JA | 1.50 hrs.  | \$ 247.50   |
| 5 Mar 19  | Attend Trial; Following trial, meeting with M. St-Pierre regarding legal arguments for admissibility of the declarations provided in the context of the RCMP investigation; Review the declarations in preparation for argument and analysis on content of argument; Revise witness summons for fire chiefs; Organize for them to be sent out. | DF | 12.00 hrs. | \$ 3,060.00 |
| 6 Mar 19  | Review email from Dominique Fontaine; Amend Summons to   | JA | 2.00 hrs.  | \$ 330.00   |

Witness and letters; Telephone conference with process server; Letter to process server; Telephone conference with Daniel Doucet; Telephone conference with Gilles Moss; Prepare documents for BDO.

|           |  |    |            |             |
|-----------|--|----|------------|-------------|
| 6 Mar 19  | Research case law on admissibility of declarations in the context of RCMP declaration; Read relevant case law; Prepare oral arguments to be made on this issue; Attend trial; Conference call with two appraisers for expert witness testimony the following week. | DF | 11.50 hrs. | \$ 2,932.50 |
| 7 Mar 19  | Conference with Dominique Fontaine; Prepare documents for expert testimony; Email to Daniel Doucet; Email to Gilles Moss; Email respecting service in Shippagan.   | JA | 1.80 hrs.  | \$ 297.00   |
| 7 Mar 19  | Attend trial and organize to line up the witnesses for next week.  | DF | 5.50 hrs.  | \$ 1,402.50 |
| 8 Mar 19  | Emails with experts (Altus and Moss) regarding testimony required and documents required.  | DF | 0.30 hrs.  | \$ 76.50    |
| 10 Mar 19 | Review Altus and Moss reports in preparation for examination of experts.   | RB | 1.00 hrs.  | \$ 310.00   |
| 11 Mar 19 | Prepared direct examination of Gilles Moss.  | RB | 3.30 hrs.  | \$ 1,023.00 |
| 11 Mar 19 | Attended court.  | RB | 3.00 hrs.  | \$ 930.00   |
| 11 Mar 19 | Meeting with Gilles Moss and with Daniel Doucet to prepare testimony.  | RB | 2.30 hrs.  | \$ 713.00   |
| 11 Mar 19 | Received instructions from Remy Boudreau to conduct research considering the admissibility of expert reports; conducted research considering same and summarized findings in a memo.   | BH | 7.00 hrs.  | \$ 1,540.00 |
| 11 Mar 19 | Further prep for Gilles Moss' testimony.   | RB | 0.30 hrs.  | \$ 93.00    |
| 11 Mar 19 | Emails with R. Boudreau regarding  | DF | 2.00 hrs.  | \$ 510.00   |

|           |  |    |           |             |
|-----------|--|----|-----------|-------------|
|           | expert witnesses; Voicemails from firefighter witnesses; Attend court to ask for an adjournment.   |    |           |             |
| 11 Mar 19 | Review of email and respond concerning service of Alyre Hebert.  | JA | 0.30 hrs. | \$ 49.50    |
| 12 Mar 19 | Completed drafting of research memo summarizing findings regarding the admissibility of an expert report; provided Remy Boudreau with same.  | BH | 1.10 hrs. | \$ 242.00   |
| 12 Mar 19 | Attended court for trial.  | RB | 8.00 hrs. | \$ 2,480.00 |
| 12 Mar 19 | Meeting with Gilles Moss regarding documentation relied upon for his report.   | RB | 0.50 hrs. | \$ 155.00   |
| 12 Mar 19 | Finalized prep for Daniel Doucet's testimony.  | RB | 0.40 hrs. | \$ 124.00   |
| 12 Mar 19 | Conference with Remy Boudreau respecting Moss report and preparation of documents; Prepare witness cheques; Conferences with Gilles Moss; Prepare Gilles Moss report and material. | JA | 6.00 hrs. | \$ 990.00   |
| 13 Mar 19 | Attended court for trial.  | RB | 8.00 hrs. | \$ 2,480.00 |
| 13 Mar 19 | Several calls to witnesses for testimonies on Thursday.  | DF | 0.30 hrs. | \$ 76.50    |
| 13 Mar 19 | Email exchanges with Remy Boudreau and Dominique Fontaine respecting witnesses for tomorrow.   | JA | 0.50 hrs. | \$ 82.50    |
| 14 Mar 19 | Attended trial.  | RB | 8.00 hrs. | \$ 2,480.00 |
| 17 Mar 19 | Prepared for Aiden Daley's direct examination.   | RB | 4.20 hrs. | \$ 1,302.00 |
| 18 Mar 19 | Attended trial.  | RB | 8.00 hrs. | \$ 2,480.00 |
| 19 Mar 19 | Attended trial.  | RB | 8.00 hrs. | \$ 2,480.00 |
| 19 Mar 19 | Begin research on use of inadmissible declarations in expert report.   | DF | 0.80 hrs. | \$ 204.00   |
| 20 Mar 19 | Attended trial.  | RB | 8.00 hrs. | \$ 2,480.00 |

|           |  |    |           |             |
|-----------|--|----|-----------|-------------|
| 21 Mar 19 | Assisted Jodi Alcorn with locating authorities.  | BH | 0.10 hrs. | \$ 22.00    |
| 21 Mar 19 | Attended trial.  | RB | 8.00 hrs. | \$ 2,480.00 |
| 21 Mar 19 | Review email from Remy Boudreau and respond; Delivery of case law to courthouse.   | JA | 0.50 hrs. | \$ 0.00     |
| 25 Mar 19 | Attended trial; meeting with Michel and Claudia to prepare cross examination for MacDonald.  | RB | 9.50 hrs. | \$ 2,945.00 |
| 26 Mar 19 | Attended Trial; Meeting with Michel to discuss supplemental brief.   | RB | 8.50 hrs. | \$ 2,635.00 |
| 26 Mar 19 | Participate in post-trial debrief with M. St-Pierre and R. Boudreau and discuss content of post-trial brief.   | DF | 1.50 hrs. | \$ 382.50   |
| 27 Mar 19 | Tried to recover exhibits that the Court cannot find.  | RB | 0.20 hrs. | \$ 62.00    |
| 27 Mar 19 | Review notes from trial to locate documents required to post-trial brief.  | DF | 0.30 hrs. | \$ 76.50    |
| 27 Mar 19 | Organize file.   | JA | 1.00 hrs. | \$ 0.00     |
| 28 Mar 19 | Review excerpts of discovery filed by Defendant to determine if any additional excerpts ought to be filed.   | RB | 1.50 hrs. | \$ 465.00   |
| 28 Mar 19 | Prepared summary of relevant facts for post trial brief - meeting with associate regarding same.   | RB | 1.70 hrs. | \$ 527.00   |
| 28 Mar 19 | Rencontre avec R. Boudreau quant au mémoire après procès.  | DF | 1.70 hrs. | \$ 433.50   |
| 29 Mar 19 | Review trial documents to identify exhibits and send correspondence to the court; Emails with BDO regarding summary of report for post-trial brief; Analysis on content of damages from BDO's report in brief. | DF | 2.00 hrs. | \$ 510.00   |
| 29 Mar 19 | Meeting with Dominique Fontaine to discuss missing exhibits and filing same with Clerk.  | RB | 0.20 hrs. | \$ 62.00    |

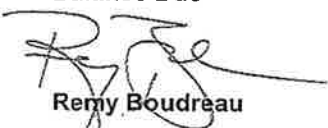
|                                |               |                    |
|--------------------------------|---------------|--------------------|
| <b>Total Hours</b>             | <u>173.10</u> |                    |
| <b>Our Fee:</b>                |               | \$ 47,145.50       |
| <b>Administrative Fee</b>      |               | <u>\$ 3,300.19</u> |
| <b>Total Professional Fees</b> |               | \$ 50,445.69       |

**Fee Summary**

| <u>Name</u>        | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|--------------------|--------------|-------------|---------------|
| Remy Boudreau      | 99.10        | \$ 310.00   | \$ 30,721.00  |
| Dominique Fontaine | 46.40        | \$ 255.00   | \$ 11,832.00  |
| Brendan Hughes     | 8.20         | \$ 220.00   | \$ 1,804.00   |
| Jodi Alcorn        | 16.90        | \$ 165.00   | \$ 2,788.50   |
| Jodi Alcorn        | 2.50         | \$ 0.00     | \$ 0.00       |
|                    | 173.10       |             | \$ 47,145.50  |

**Disbursements: (GST/PST Applicable)**

|                              |             |                            |
|------------------------------|-------------|----------------------------|
| Witness Fees                 | \$ 1,815.44 |                            |
| Process Server Fees          | \$ 693.05   |                            |
| Meal Expenses                | \$ 124.74   |                            |
| Long Distance Courier        | \$ 54.97    |                            |
| <b>Total Disbursements</b>   |             | <u>\$ 2,688.20</u>         |
| GST On Fees                  |             | \$ 2,522.28                |
| GST On Taxable Disbursements |             | <u>\$ 134.41</u>           |
| <b>Total Amount Due</b>      |             | \$ 55,790.58               |
| <b>Balance Due</b>           |             | <u><u>\$ 55,790.58</u></u> |



Remy Boudreau

# MCINNES COOPER

Cain Lamarre  
500 Grand Allée Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

1300-1969 Upper Water Street  
Purdy's Wharf Tower II  
P.O. Box 730  
Halifax, NS B3J 2V1

Tel: (902) 425-6500  
Fax: (902) 425-6350  
mchfx@mcinnescooper.com

Invoice No.: 2019006677

March 29, 2019

File: 122096

GST/HST Registration #:119398691RT

**RE: Consultation Services on New Brunswick Litigation Procedures**

---

**REMITTANCE COPY  
PLEASE REMIT WITH PAYMENT**

**TOTAL FOR THIS INVOICE**

|                                    |                     |
|------------------------------------|---------------------|
| <b>Total Professional Fees</b>     | <b>\$ 50,445.69</b> |
| <b>Total Taxable Disbursements</b> | <b>\$ 2,688.20</b>  |
| <b>Total GST</b>                   | <b>\$ 2,656.69</b>  |
| <b>Total Amount Due</b>            | <b>\$ 55,790.58</b> |
| <br>                               |                     |
| <b>Balance Due</b>                 | <b>\$ 55,790.58</b> |

Alternatively, payment may be wired to:

The Bank of Nova Scotia  
Halifax Business Support Centre  
5251 Duke Street  
Halifax, Nova Scotia, Canada

Bank Number: 002  
Swift Code: NOSCCATT  
Account Number: 700030002615

ABA Number: 026002532  
Transit Number: 33993  
Account Name: McInnes Cooper

Please include the invoice number with your wiring instructions.  
We also accept Visa and MasterCard.

**Interest may be charged on overdue accounts.**





CAIN LAMARRE

**Deloitte Management Services LLP**

1500 - 1969 Upper Water Street  
Halifax (Nova Scotia)  
B3J 3R7

Quebec, May 13<sup>th</sup>, 2019

**Invoice: 20-0000134594**

**Case: Ville de Shippagan et Gendarmerie Royale du Canada - Shippagan Plant**  
Our file no.: 214451 / 20-18-3098

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**FEEES FOR PROFESSIONAL SERVICES RENDERED  
BETWEEN APRIL 1<sup>ST</sup>, 2019 AND APRIL 29<sup>TH</sup>, 2019**

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**INVOICE SUMMARY**

**PROFESSIONAL FEES**

|                   |                   |
|-------------------|-------------------|
| <b>Total fees</b> | <b>\$9,146.00</b> |
| HST (15%)         | \$1,371.90        |

**TAXABLE DISBURSEMENTS**

|                                    |                    |
|------------------------------------|--------------------|
| <b>Total taxable disbursements</b> | <b>\$27,286.50</b> |
| HST (15%)                          | \$4,092.98         |

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|                    |                    |
|--------------------|--------------------|
| <b>Grand total</b> | <b>\$41,897.38</b> |
|--------------------|--------------------|

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## **DETAILED INVOICE**

### **PROFESSIONAL FEES**

|            |     |        |   |
|------------|-----|--------|---|
| 2019-04-01 | MSP | 0,40 h | Letter to Remy Boudreau;<br>Letter from Porter Hetu;  |
| 2019-04-02 | MSP | 1,00 h | Work in file;   |
| 2019-04-03 | MSP | 0,40 h | Reception and correction of correspondence;<br>Letter to client;  |
| 2019-04-04 | MSP | 1,00 h | Drafting of a letter to defendants lawyer;<br>Review of the file;   |
| 2019-04-15 | MSP | 0,40 h | Letter to Remy Boudreau;<br>Letter from Remy Boudreau;  |
| 2019-04-16 | MSP | 1,50 h | Correspondence to McInnes Cooper;<br>Email from Terry Daley;<br>Telephone conversation with Remy Boudreau;<br>Review of the draft written argument;   |
| 2019-04-17 | MSP | 6,00 h | Review and corrections to the draft written argument;   |
| 2019-04-18 | MSP | 7,00 h | Conference call with Remy Boudreau and Ms. Fontaine;<br>Review and corrections to the draft written argument;<br>Receipt and consideration of a letter from justice Canada;<br>Email to client; |
| 2019-04-23 | MSP | 1,80 h | Conference call and email to Remy Boudreau;<br>Email to Remy Boudreau and Claudia Messier;<br>Letter from Mr. Harris;   |
| 2019-04-24 | MSP | 6,00 h | Final review of the written argument letter to Remy Boudreau;   |
| 2019-04-26 | MSP | 0,20 h | Telephone conversation with Terry Daley;  |
| 2019-04-29 | MSP | 1,20 h | Review of the written argument letter to Remy Boudreau.   |



# MCINNES COOPER

|          |   |
|----------|---|
| FOURTEUR | MCINNES   |
| FAUTUR   | 2019009467  |
| P.G.L.   | DLF   |
| INITIALE |  |

Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

Blue Cross Centre, South Tower  
Suite S400  
644 Main Street  
P.O. Box 1368  
Moncton, NB E1C 8T6

Tel: (506) 857-8970

Fax: (506) 857-4095

Invoice No.: 2019009467

April 30, 2019

File: 122096

20.18.3098

GST/HST Registration #: 119398691RT

**RE: Consultation Services on New Brunswick Litigation Procedures**

TO PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter for the period ending April 30, 2019, including:

|           |  |    |           |             |
|-----------|--|----|-----------|-------------|
| 29 Mar 19 | Conferences with Dominique Fontaine; Review of file material in preparation of Exhibits for Court; Prepare Exhibits to be sent to the Court; Prepare letter to the Court; Review correspondence from Remy Boudreau and Dominique Fontaine. | JA | 2.50 hrs. | \$ 412.50   |
| 1 Apr 19  | Exchange of emails with Michel on translation of written arguments.  | RB | 0.20 hrs. | \$ 62.00    |
| 3 Apr 19  | Begin review of relevant transcripts to prepare post-trial brief.  | DF | 2.50 hrs. | \$ 637.50   |
| 4 Apr 19  | Prepared argument on standard of care for post trial brief.  | RB | 0.60 hrs. | \$ 186.00   |
| 4 Apr 19  | Finalize review of transcript for preparation of post-trial brief.   | DF | 2.80 hrs. | \$ 714.00   |
| 4 Apr 19  | Email exchanges with Gilles Moss and Remy Boudreau.  | JA | 0.20 hrs. | \$ 0.00     |
| 5 Apr 19  | Work on fact section of post-trial brief; Identify the source of all facts proven.   | DF | 5.80 hrs. | \$ 1,479.00 |

*De*  
13/5/2019

|           |  |    |            |             |
|-----------|--|----|------------|-------------|
| 5 Apr 19  | Review settlement offer; Assessed BDO summary and outline for damages claim in brief; Assess how to present facts for post trial brief.    | RB | 0.80 hrs.  | \$ 248.00   |
| 6 Apr 19  | Work on facts section of post-trial brief.   | DF | 6.00 hrs.  | \$ 1,530.00 |
| 7 Apr 19  | Work on post-trial brief.  | DF | 7.50 hrs.  | \$ 1,912.50 |
| 8 Apr 19  | Find cited cases.  | AK | 0.30 hrs.  | \$ 45.00    |
| 8 Apr 19  | Work on post-trial brief.  | DF | 6.30 hrs.  | \$ 1,606.50 |
| 8 Apr 19  | Review email from Dominique Fontaine and respond.  | JA | 0.10 hrs.  | \$ 16.50    |
| 9 Apr 19  | Discussion regarding ERT vs. Tact team and how whether the disction ought to be drawn in post trial brief.                                 | RB | 0.20 hrs.  | \$ 62.00    |
| 9 Apr 19  | Work on post-trial brief.  | DF | 5.50 hrs.  | \$ 1,402.50 |
| 10 Apr 19 | Work on post-trial brief; Finalize section on facts and arguments on duty of care; Send first draft to R. Boudreau.                        | DF | 5.50 hrs.  | \$ 1,402.50 |
| 10 Apr 19 | Add references to certain proven facts; Prepared post trial brief.   | RB | 0.40 hrs.  | \$ 124.00   |
| 11 Apr 19 | Révisé les faits et modifiés avec références.  | RB | 2.00 hrs.  | \$ 620.00   |
| 12 Apr 19 | Meeting with R. Boudreau regarding revisions to Fact section post-trial brief; Work on post-trial brief (analysis on the standard of care. | DF | 4.00 hrs.  | \$ 1,020.00 |
| 12 Apr 19 | Prepared and amended facts for post trial brief.   | RB | 1.70 hrs.  | \$ 527.00   |
| 12 Apr 19 | Review duty of care argument.  | RB | 1.00 hrs.  | \$ 310.00   |
| 13 Apr 19 | Work on post-trial brief.  | DF | 5.50 hrs.  | \$ 1,402.50 |
| 14 Apr 19 | Work on post-trial brief.  | DF | 8.50 hrs.  | \$ 2,167.50 |
| 15 Apr 19 | Prepared post trial brief.   | RB | 5.00 hrs.  | \$ 1,550.00 |
| 15 Apr 19 | Write damages section of post-trial brief; Make several revisions to it;   | DF | 10.00 hrs. | \$ 2,550.00 |

|                    |   |    |              |           |
|--------------------|---|----|--------------|-----------|
|                    | Meeting with R. Boudreau on revisions; Email to M. St-Pierre enclosing first draft of post-trial brief.   |    |              |           |
| 15 Apr 19          | Research and draft email re OHSA and firefighter / firefighter standards and codes.   | AK | 1.10 hrs.    | \$ 0.00   |
| 15 Apr 19          | Conference with Dominique Fontaine respecting documents; Review of file for correspondence.   | JA | 0.50 hrs.    | \$ 0.00   |
| 18 Apr 19          | Conference call with Michel St-Pierre regarding amendments to post trial brief.   | RB | 1.00 hrs.    | \$ 310.00 |
| 18 Apr 19          | Further amendments to brief.  | RB | 1.90 hrs.    | \$ 589.00 |
| 18 Apr 19          | Participate in conference call with M. St-Pierre and R. Boudreau regarding revisions to post-trial brief; Work on revisions in damages section. | DF | 3.30 hrs.    | \$ 841.50 |
| 22 Apr 19          | Review of file respecting expert reports.   | JA | 0.40 hrs.    | \$ 0.00   |
| 23 Apr 19          | Finalize damages section of post-trial brief and further revisions; Email to R. Boudreau on same.   | DF | 2.20 hrs.    | \$ 561.00 |
| 24 Apr 19          | Review quantum of damages section for post trial brief.   | RB | 1.00 hrs.    | \$ 310.00 |
| 25 Apr 19          | Review of final draft of post trial brief.  | RB | 0.30 hrs.    | \$ 93.00  |
| 25 Apr 19          | Final Revisions for post-trial brief.   | DF | 0.30 hrs.    | \$ 76.50  |
| 26 Apr 19          | Save case law on Worksite and draft list of authorities (mémoire après-procès.  | JP | 0.30 hrs.    | \$ 0.00   |
| 29 Apr 19          | Prepare Brief and Book of Authorities for filing with the Court.  | JA | 1.00 hrs.    | \$ 165.00 |
| 29 Apr 19          | Letter to clerk; email to Michel regarding two additional paragraphs.   | RB | 0.20 hrs.    | \$ 62.00  |
| 30 Apr 19          | Final review of post trial brief.   | RB | 0.20 hrs.    | \$ 0.00   |
| <b>Total Hours</b> |   |    | <b>98.60</b> |           |

**Our Fee:**

\$ 24,995.50

**Administrative Fee**\$ 1,749.69**Total Professional Fees**

\$ 26,745.19

**Fee Summary**

| <u>Name</u>        | <u>Hours</u> | <u>Rate</u> | <u>Amount</u>       |
|--------------------|--------------|-------------|---------------------|
| Remy Boudreau      | 16.30        | \$ 310.00   | \$ 5,053.00         |
| Dominique Fontaine | 75.70        | \$ 255.00   | \$ 19,303.50        |
| Jodi Alcorn        | 3.60         | \$ 165.00   | \$ 594.00           |
| Andrew Kinley      | 0.30         | \$ 150.00   | \$ 45.00            |
| Andrew Kinley      | 1.10         | \$ 0.00     | \$ 0.00             |
| Julie Poitras      | 0.30         | \$ 0.00     | \$ 0.00             |
| Jodi Alcorn        | 1.10         | \$ 0.00     | \$ 0.00             |
| Remy Boudreau      | 0.20         | \$ 0.00     | \$ 0.00             |
|                    | <u>98.60</u> |             | <u>\$ 24,995.50</u> |

**Disbursements: (GST/PST Applicable)**

Long Distance Courier

\$ 12.36**Total Disbursements**\$ 12.36

GST On Fees

\$ 1,337.26

GST On Taxable Disbursements

\$ 0.62

Total Amount Due

\$ 28,095.43**Balance Due**\$ 28,095.43

  
Remy Boudreau

# MCINNES COOPER

Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

1300-1969 Upper Water Street  
Purdy's Wharf Tower II  
P.O. Box 730  
Halifax, NS B3J 2V1

Tel: (902) 425-6500  
Fax: (902) 425-6350  
mchfx@mcinnescooper.com

Invoice No.: 2019009467

April 30, 2019

File: 122096

GST/HST Registration #: 19398691RT

**RE: Consultation Services on New Brunswick Litigation Procedures**

---

**REMITTANCE COPY  
PLEASE REMIT WITH PAYMENT**

**TOTAL FOR THIS INVOICE**

|                                    |                     |
|------------------------------------|---------------------|
| <b>Total Professional Fees</b>     | <b>\$ 26,745.19</b> |
| <b>Total Taxable Disbursements</b> | <b>\$ 12.36</b>     |
| <b>Total GST</b>                   | <b>\$ 1,337.88</b>  |
| <b>Total Amount Due</b>            | <b>\$ 28,095.43</b> |

---

**Balance Due** **\$ 28,095.43**

Alternatively, payment may be wired to:

The Bank of Nova Scotia  
Halifax Business Support Centre  
5251 Duke Street  
Halifax, Nova Scotia, Canada

Bank Number: 002  
Swift Code: NOSCCATT  
Account Number: 700030002615

ABA Number: 026002532  
Transit Number: 33993  
Account Name: McInnes Cooper

Please include the invoice number with your wiring instructions.  
We also accept Visa and MasterCard.

Interest may be charged on overdue accounts.



**Deloitte Management Services LLP**

1500 - 1969 Upper Water Street  
Halifax (Nova Scotia)  
B3J 3R7

Quebec, June 14<sup>th</sup>, 2019

**Invoice: 20-0000135409**

**Case: Ville de Shippagan et Gendarmerie Royale du Canada - Shippagan Plant**  
Our file no.: 214451 / 20-18-3098

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**FEES FOR PROFESSIONAL SERVICES RENDERED  
BETWEEN APRIL 30<sup>TH</sup>, 2019 AND MAY 29<sup>TH</sup>, 2019**

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**INVOICE SUMMARY**

**PROFESSIONAL FEES**

|                   |                    |
|-------------------|--------------------|
| <b>Total fees</b> | <b>\$13,879.00</b> |
| HST (15%)         | \$2,081.85         |

**TAXABLE DISBURSEMENTS**

|                                    |                   |
|------------------------------------|-------------------|
| <b>Total taxable disbursements</b> | <b>\$5,241.77</b> |
| HST (15%)                          | \$786.27          |

|                    |                    |
|--------------------|--------------------|
| <b>Grand total</b> | <b>\$21,988.89</b> |
|--------------------|--------------------|

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## **DETAILED INVOICE**

### **PROFESSIONAL FEES**

|            |     |         |  |
|------------|-----|---------|--|
| 2019-04-30 | MSP | 4,00 h  | Email from Mr. Remy Boudreau;  |
| 2019-05-14 | MSP | 0,20 h  | Telephone conversation with Mr. Remy Boudreau;   |
| 2019-05-21 | MSP | 0,80 h  | Email to Mr. Terry Daley;<br>Email to Mc Innes Cooper;<br>Telephone conversation with Mr. Remy Boudreau;<br>Email to RCMP;   |
| 2019-05-22 | MSP | 4,60 h  | Email to Mr. Mat Harris;<br>Telephone conversation with Mr. Remy Boudreau;<br>Receipt of RCMP's brief;<br>Analysis of the brief;   |
| 2019-05-23 | MSP | 1,00 h  | Review of case law attached to defendant's brief;  |
| 2019-05-24 | MSP | 4,00 h  | Analysis of case law attached to defendants brief;   |
| 2019-05-24 | SFE | 0,75 h  | Case law research relating to the decisions mentioned in tabs 4 to 37 of the RCMP's post-trial brief, computer file registration and reprographic instructions for printing and formatting a authority book; |
| 2019-05-27 | MSP | 12,00 h | Traveling to Moncton;<br>Preparation for the oral argument;  |
| 2019-05-28 | MSP | 12,00 h | Attendance to Court;<br>Travelling to Quebec city;   |
| 2019-05-29 | MSP | 2,00 h  | Report to client;<br>Telephone conversation with Mr. Remy Boudreau;<br>Payment of the expert invoices.   |

Detailed professional fees

|     |                       |         |    |              |             |
|-----|-----------------------|---------|----|--------------|-------------|
| MSP | Me Michel St-Pierre   | 40,60 h | at | \$340.00/h = | \$13,804.00 |
| SFE | Mrs. Stéfanie Ferland | 0,75 h  | at | \$100.00/h = | \$75.00     |

**Total fees** **\$13,879.00**

**TAXABLE DISBURSEMENTS**

|  |            |
|--|------------|
| Fees – McInnes Cooper  | \$3,305.65 |
| Fees for administrative and technological services (5%)<br>(Including printing, photocopies, telecommunications,<br>messengers and usage of technological tools) | \$693.95   |
| Travelling expenses  | \$1,242.17 |

**Total taxable disbursements** **\$5,241.77**

**Sub-total** **\$19,120.77**  
HST (15%) \$2,868.12


**Grand total** **\$21,988.89**

---

Interest of 1.25% per month (15% per year) will be added to any unpaid amount after 30 days.

*You can make your payment to the order of Cain Lamarre, by cheque, debit, ATM, credit card (Visa, Mastercard) or banking services.*

# MCINNES COOPER

|              |   |
|--------------|---|
| FOURNISSEUR: | MCINNES   |
| FACTURE #    | 2019013309  |
| # G.L.       | ONE   |
| INITIALE     |  |

Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

RC 12-06-19

Blue Cross Centre, South Tower  
Suite S400  
644 Main Street  
P.O. Box 1368  
Moncton, NB E1C 8T6

Attn: Michel St-Pierre

Tel: (506) 857-8970  
Fax: (506) 857-4095

Invoice No.: 2019013309

June 6, 2019

File: 122096

20-18-3098

GST/HST Registration #: 119398691RT

**RE: Consultation Services on New Brunswick Litigation Procedures**

TO PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter for the period ending June 5, 2019, including:

|                                |   |    |           |             |
|--------------------------------|---|----|-----------|-------------|
| 30 Apr 19                      | Finalize preparation of Book of Authorities.  | JA | 0.70 hrs. | \$ 115.50   |
| 13 May 19                      | Review email from Gilles Moss respecting invoice.   | JA | 0.10 hrs. | \$ 0.00     |
| 21 May 19                      | Email exchanges respecting overdue Moss invoice; Email to client respecting invoice.              | JA | 0.30 hrs. | \$ 49.50    |
| 21 May 19                      | Conferences respecting expert invoices.   | JA | 0.70 hrs. | \$ 0.00     |
| 27 May 19                      | Review Plaintiffs and Defendant's respective post trial briefs in preparation for oral arguments. | RB | 4.00 hrs. | \$ 1,240.00 |
| 28 May 19                      | Attended oral arguments.  | RB | 5.00 hrs. | \$ 1,550.00 |
| <b>Total Hours</b>             |   |    | 10.80     |             |
| <b>Our Fee:</b>                |   |    |           | \$ 2,955.00 |
| <b>Administrative Fee</b>      |   |    |           | \$ 206.85   |
| <b>Total Professional Fees</b> |   |    |           | \$ 3,161.85 |

**Fee Summary**

| <u>Name</u>   | <u>Hours</u> | <u>Rate</u> | <u>Amount</u>      |
|---------------|--------------|-------------|--------------------|
| Remy Boudreau | 9.00         | \$ 310.00   | \$ 2,790.00        |
| Jodi Alcorn   | 1.00         | \$ 165.00   | \$ 165.00          |
| Jodi Alcorn   | 0.80         | \$ 0.00     | \$ 0.00            |
|               | <u>10.80</u> |             | <u>\$ 2,955.00</u> |

**Disbursements: (GST/PST Applicable)**

Process Server Fees

\$ 143.80**Total Disbursements**\$ 143.80

GST On Fees

\$ 158.09

GST On Taxable Disbursements

\$ 7.19

Total Amount Due

\$ 3,470.93

**Balance Due**\$ 3,470.93

  
Remy Boudreau

# MCINNES COOPER

Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

Attn: Michel St-Pierre

1300-1969 Upper Water Street  
Purdy's Wharf Tower II  
P.O. Box 730  
Halifax, NS B3J 2V1

Tel: (902) 425-6500  
Fax: (902) 425-6350  
mchfx@mcinnescooper.com

Invoice No.: 2019013309

June 6, 2019

File: 122096

GST/HST Registration #:119398691RT

RE: **Consultation Services on New Brunswick Litigation Procedures**

---

**REMITTANCE COPY  
PLEASE REMIT WITH PAYMENT**

**TOTAL FOR THIS INVOICE**

|                                    |                    |
|------------------------------------|--------------------|
| <b>Total Professional Fees</b>     | <b>\$ 3,161.85</b> |
| <b>Total Taxable Disbursements</b> | <b>\$ 143.80</b>   |
| <b>Total GST</b>                   | <b>\$ 165.28</b>   |
| <b>Total Amount Due</b>            | <b>\$ 3,470.93</b> |
| <br>                               |                    |
| <b>Balance Due</b>                 | <b>\$ 3,470.93</b> |

Alternatively, payment may be wired to:

The Bank of Nova Scotia  
Halifax Business Support Centre  
5251 Duke Street  
Halifax, Nova Scotia, Canada

Bank Number: 002  
Swift Code: NOSCCATT  
Account Number: 700030002615

ABA Number: 026002532  
Transit Number: 33993  
Account Name: McInnes Cooper

Please include the invoice number with your wiring instructions.  
We also accept Visa and MasterCard.

**Interest may be charged on overdue accounts.**

**Deloitte Management Services LLP**  
1500 - 1969 Upper Water Street  
Halifax (Nova Scotia)  
B3J 3R7

Quebec, August 14<sup>th</sup>, 2019

**Invoice: 20-0000137553**

**Case: Ville de Shippagan et Gendarmerie Royale du Canada - Shippagan Plant**  
Our file no.: 214451 / 20-18-3098

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**FEES FOR PROFESSIONAL SERVICES RENDERED  
BETWEEN JUNE 7<sup>TH</sup>, 2019 AND JULY 23<sup>RD</sup>, 2019**

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**INVOICE SUMMARY**

**PROFESSIONAL FEES**

|                   |                 |
|-------------------|-----------------|
| <b>Total fees</b> | <b>\$476.00</b> |
| HST (15%)         | \$71.40         |

**TAXABLE DISBURSEMENTS**

|                                    |                |
|------------------------------------|----------------|
| <b>Total taxable disbursements</b> | <b>\$23.80</b> |
| HST (15%)                          | \$3.57         |

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|                    |                 |
|--------------------|-----------------|
| <b>Grand total</b> | <b>\$574.77</b> |
|--------------------|-----------------|

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## DETAILED INVOICE

### PROFESSIONAL FEES

|            |     |        |   |
|------------|-----|--------|---|
| 2019-06-07 | MSP | 0,20 h | Telephone conference with Mr. Mario Berniqué;   |
| 2019-07-22 | MSP | 0,80 h | Exchange of correspondence with Messrs. Mathew Harris and Rocco Fabiano;<br>Discussion with account department;<br>Letter from Mc Innes Cooper; |
| 2019-07-23 | MSP | 0,40 h | Review and correction of an email from Mr. Mathew Harris;<br>Letter to Mr. Harris.  |

### Detailed professional fees

MSP            Me Michel St-Pierre            1,40 h    at    \$340.00/h =            \$476.00

**Total fees** **\$476.00**

### TAXABLE DISBURSEMENTS

Fees for administrative and technological services (5%) \$23.80  
(Including printing, photocopies, telecommunications,  
messengers and usage of technological tools)

**Total taxable disbursements** **\$23.80**

**Sub-total** **\$499.80**

HST (15%) \$74.97

**Grand total** **\$574.77**

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Interest of 1.25% per month (15% per year) will be added to any unpaid amount after 30 days.

*You can make your payment to the order of Cain Lamarre, by cheque, debit, ATM, credit card (Visa, Mastercard) or banking services.*



# MCINNES COOPER

1300-1969 Upper Water Street  
Purdy's Wharf Tower II  
P.O. Box 730  
Halifax, NS B3J 2V1

Tel (902) 425-6500  
Fax: (902) 425-6350  
mchfx@mcinnescooper.com

Cain Lamarre  
500 Grand Allee Est, bureau 1  
Quebec, QC G1R 2J7

**Date: August 1, 2019**

Attn: Michel St-Pierre

## STATEMENT OF ACCOUNT

Matter #: 122096 Client #: 126901  
Matter Description: Consultation Services on New Brunswick Litigation Procedures  
Resp. Lawyer: Remy Boudreau

| <u>Invoice Date</u> | <u>Invoice No.</u> | <u>Invoice Amount</u> | <u>Credits</u> | <u>Balance Due</u> |
|---------------------|--------------------|-----------------------|----------------|--------------------|
| 30/Apr/2019         | 2019009467         | \$28,095.43           | \$0.00         | \$28,095.43        |

**Balance Due** **\$28,095.43**

**Deloitte Management Services LLP**  
1500 - 1969 Upper Water Street  
Halifax (Nova Scotia)  
B3J 3R7

Québec, December 9<sup>th</sup>, 2019

**Invoice: 20-0000141543**

**Case: Ville de Shippagan et Gendarmerie Royale du Canada - Shippagan Plant**  
Our file no.: 214451 / 20-18-3098

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**FEEES FOR PROFESSIONAL SERVICES RENDERED  
BETWEEN SEPTEMBER 13<sup>TH</sup>, 2019 AND NOVEMBER 21<sup>ST</sup>, 2019**

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**INVOICE SUMMARY**

**PROFESSIONAL FEES**

|                   |                   |
|-------------------|-------------------|
| <b>Total fees</b> | <b>\$1,972.00</b> |
| HST (15%)         | \$295.80          |

**TAXABLE DISBURSEMENTS**

|                                    |                |
|------------------------------------|----------------|
| <b>Total taxable disbursements</b> | <b>\$98.60</b> |
| HST (15%)                          | \$14.79        |

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|                    |                   |
|--------------------|-------------------|
| <b>Grand total</b> | <b>\$2,381.19</b> |
|--------------------|-------------------|

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## **DETAILED INVOICE**

### **PROFESSIONAL FEES**

|            |     |        |   |
|------------|-----|--------|---|
| 2019-09-13 | MSP | 0,20 h | Letter to client;   |
| 2019-10-28 | MSP | 0,60 h | Letter to Mr Harris;<br>Telephone conversation with Mr Terry Daley;<br>Letter from Mc Innes Cooper (invoice);   |
| 2019-11-18 | MSP | 2,00 h | Analysis of the judgment letter to client;<br>Letter to Mr Remy Boudreau;<br>Telephone with Mr Terry Daley;   |
| 2019-11-21 | MSP | 3,00 h | Review of the judgment;<br>Review of the rules of procedures of New-Brunswick;<br>Telephone from Mr Bernique;<br>Telephone from Mr Terry Daley;<br>Conference call. |

### Detailed professional fees

MSP                      Me Michel St-Pierre                      5,80 h at 340,00 \$/h =                      1 972,00 \$

**Total fees** **\$1,972.00**

### **TAXABLE DISBURSEMENTS**

Fees for administrative and technological services (5%) \$98.60  
(Including printing, photocopies, telecommunications,  
messengers and usage of technological tools)

**Total taxable disbursements** **\$98.60**

|                    |                   |
|--------------------|-------------------|
| <b>Sub-total</b>   | <b>\$2,070.60</b> |
| HST (15%)          | \$310.59          |
| <b>Grand total</b> | <b>\$2,381.19</b> |

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Interest of 1.25% per month (15% per year) will be added to any unpaid amount after 30 days.

*You can make your payment to the order of Cain Lamarre, by cheque, debit, ATM, credit card (Visa, Mastercard) or banking services.*

**Deloitte Management Services LLP**

1500 - 1969 Upper Water Street  
Halifax (Nova Scotia)  
B3J 3R7

Québec, January 27<sup>th</sup>, 2020

**Invoice: 20-0000143165**

**Case: Ville de Shippagan et Gendarmerie Royale du Canada - Shippagan Plant**  
Our file no.: 214451 / 20-18-3098

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**FEEES FOR PROFESSIONAL SERVICES RENDERED  
BETWEEN DECEMBER 4<sup>TH</sup>, 2019 AND DECEMBER 16<sup>TH</sup>, 2019**

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**INVOICE SUMMARY**

**PROFESSIONAL FEES**

|                   |                   |
|-------------------|-------------------|
| <b>Total fees</b> | <b>\$3,128.00</b> |
| HST (15%)         | \$469.20          |

**TAXABLE DISBURSEMENTS**

|                                    |                 |
|------------------------------------|-----------------|
| <b>Total taxable disbursements</b> | <b>\$156.40</b> |
| HST (15%)                          | \$23.46         |

|                    |                   |
|--------------------|-------------------|
| <b>Grand total</b> | <b>\$3,777.06</b> |
|--------------------|-------------------|

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## **DETAILED INVOICE**

### **PROFESSIONAL FEES**

|            |     |        |   |
|------------|-----|--------|---|
| 2019-12-04 | MSP | 3,00 h | Receipt of correspondence;<br>Discussion with Mr. Remy Boudreau;<br>Analysis of case pertaining to the appeal;  |
| 2019-12-05 | MSP | 0,40 h | Telephone conversation with Mr. Terry Daley;<br>Telephone call to Mr. Remy Boudreau;  |
| 2019-12-06 | MSP | 1,00 h | Conference call;<br>Email to client;  |
| 2019-12-09 | MSP | 1,40 h | Conference call;<br>Telephone conversation with Mr. Éric Lafrenière;<br>Letter to client;<br>Letter from Mr. Mathew Harris;   |
| 2019-12-11 | MSP | 0,20 h | Letter from client;   |
| 2019-12-12 | MSP | 0,60 h | Email to Mr. Éric Lafrenière;<br>Email from and to Mr. Tony Abinas;   |
| 2019-12-13 | MSP | 1,00 h | Conference call;<br>Telephone conversation with defendant counsels;<br>Letter to defendant counsels;  |
| 2019-12-16 | MSP | 1,60 h | Email from Mr. Abi Nasr;<br>Email to Mr. Mathew Harris;<br>Email from Mr. Harris;<br>Email to Mr. Nasr;<br>Email from Mr. Nasr;<br>Email to client;<br>Email to Mr. Nasr;<br>Email from Mr. Nasr. |

### Detailed professional fees

MSP                      Me Michel St-Pierre                      9,20 h    at    \$340.00/h =                      \$3,128.00

**Total fees**

**\$3,128.00**

**TAXABLE DISBURSEMENTS**

Fees for administrative and technological services (5%) \$156.40  
(Including printing, photocopies, telecommunications,  
messengers and usage of technological tools)

**Total taxable disbursements** **\$156.40**

**Sub-total** **\$3,284.40**  
HST (15%) \$492.66

**Grand total** **\$3,777.06**

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Interest of 1.25% per month (15% per year) will be added to any unpaid amount after 30 days.

*You can make your payment to the order of Cain Lamarre, by cheque, debit, ATM, credit card (Visa, Mastercard) or banking services.*

This is Exhibit "C" referred to in the Affidavit of Michel St-Pierre, sworn to or affirmed before me this 21<sup>th</sup> day of February, 2023.

Annie Trudel





**Sea Treat Limited**  
**Summary of Legal Fees**  
**Prepared by Deloitte Restructuring Inc.**  
**For the period March 27, 2018 to December 16, 2019**  
**Prepared on February 21, 2023**

| <b>Beauvais Truchon and Cain Lamarre LLP</b> |   |               |                   |                     |                      |                  |                   |
|--|---|---------------|-------------------|---------------------|----------------------|------------------|-------------------|
| <b>Invoice number</b>                        | <b>Period</b>                           | <b>Hours</b>  | <b>Net Fees</b>   | <b>Average Rate</b> | <b>Disbursements</b> | <b>HST</b>       | <b>Total</b>      |
| 104189                                       | March 27, 2018 to April 26, 2018        | 1.20          | 356.00            | 296.67              | 2,315.20             | 400.01           | 3,071.21          |
| 104494                                       | April 30, 2018 to June 15, 2018         | 4.80          | 1,584.00          | 330.00              | 21.95                | 240.49           | 1,846.44          |
| 20-0000125231                                | June 19, 2018 to July 27, 2018          | 53.70         | 17,721.00         | 330.00              | 374.81               | 2,714.37         | 20,810.18         |
| 20-0000126097                                | August 2, 2018 to August 30, 2018       | 25.40         | 7,572.00          | 298.11              | 3,229.06             | 1,620.16         | 12,421.22         |
| 20-0000127017                                | September 4, 2018 to September 28, 2018 | 90.70         | 24,663.50         | 271.92              | 192.62               | 3,728.42         | 28,584.54         |
| 20-0000128328                                | October 1, 2018 to October 31, 2018     | 56.50         | 18,645.00         | 330.00              | 4,762.84             | 3,511.18         | 26,919.02         |
| 20-0000129084                                | November 2, 2018 to November 28, 2018   | 19.30         | 6,369.00          | 330.00              | 132.40               | 975.21           | 7,476.61          |
| 20-0000130419                                | December 5, 2018 to December 21, 2018   | 51.40         | 16,962.00         | 330.00              | 7,250.97             | 3,631.95         | 27,844.92         |
| 20-0000133246                                | January 14, 2019 to March 27, 2019      | 450.55        | 151,414.50        | 336.07              | 167,990.03           | 47,903.93        | 367,308.46        |
| 20-0000134594                                | April 1, 2019 to April 29, 2019         | 26.90         | 9,146.00          | 340.00              | 27,286.50            | 5,464.88         | 41,897.38         |
| 20-0000135409                                | April 30, 2019 to May 29, 2019          | 41.35         | 13,879.00         | 335.65              | 5,241.77             | 2,868.12         | 21,988.89         |
| 20-0000137553                                | June 7, 2019 to July 23, 2019           | 1.40          | 476.00            | 340.00              | 23.80                | 74.97            | 574.77            |
| 20-0000141543                                | September 13, 2019 to November 21, 2019 | 5.80          | 1,972.00          | 340.00              | 98.60                | 310.59           | 2,381.19          |
| 20-0000143165                                | December 4, 2019 to December 16, 2019   | 9.20          | 3,128.00          | 340.00              | 156.40               | 492.66           | 3,777.06          |
| <b>Total</b>                                 |   | <b>838.20</b> | <b>273,888.00</b> | <b>326.76</b>       | <b>219,076.95</b>    | <b>73,936.94</b> | <b>566,901.89</b> |