

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

IN THE MATTER OF: The Receivership Of Chester Basin Seafood Group Inc.

BETWEEN:

4519497 Nova Scotia Limited,

Applicant

and

Grant Thornton Limited, in its capacity as Trustee in Bankruptcy
for Chester Basin Seafood Group Inc.

Respondent

Sale Approval And Vesting Order

Before the Honourable Justice

in chambers

UPON MOTION of Grant Thornton Limited (the “**Receiver**”), in its capacity as Court-appointed Receiver of all of the assets, undertakings, and properties of the Respondent for an Order:

- (i) approving the sale (the “**Transaction**”) of all of the all of the assets, properties, and undertaking of Chester Basin Seafood Group Inc. as contemplated by an Agreement of Purchase and Sale dated as of June 5, 2024 (the “**APS**”) between the Receiver and 4519497 Nova Scotia Limited (the “**Purchaser**”), and transferring to the Purchaser all of the Respondent’s and the Receiver’s right, title and interest in and to all of the assets, properties and undertaking of Chester Basin Seafood Group Inc. (the “**Purchased Assets**”), including but not being limited to those items listed in Schedule “D” hereto;
- (ii) vesting and transferring all of the Respondent’s and the Receiver’s right, title and interest in the Purchased Assets in and to the Purchaser or the Purchaser’s assignee, nominee or designate, as the case may be, free and clear of all Claims (as defined below); and
- (iii) approving the activities of the Receiver as set out in the First Report of the Receiver dated June 26, 2024 (the “**First Report**”).

AND UPON READING the First Report, the Supplemental Report of the Receiver dated June 26, 2024, the Affidavit of Joshua J. Santimaw sworn herein on July 9, 2024, and other material on file herein;

AND UPON HEARING Joshua Santimaw on behalf of the Receiver in support hereof;

NOW UPON MOTION:

IT IS HEREBY ORDERED THAT:

1. The time for service of the Receiver's Notice of Motion is hereby abridged and validated so that this Motion is properly returnable today and further service thereof is hereby dispensed with.
2. The activities of the Receiver as set in the First Report be and are hereby approved.
3. Unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the APS.
4. The Transaction is hereby approved, and the execution and delivery of the APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver and the Purchaser may agree to. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents, including a Deed, Bill of Sale, Assignment or other general conveyance document, as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, or to the Purchaser's assignee, nominee or designate, as the case may be, pursuant to the APS.
5. Upon the delivery of a Receiver's Deed and a Receiver's Certificate, the Receiver's Certificate to be substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), to the Purchaser or the Purchaser's assignee, nominee or designate as the case may be, and closing the Transaction in accordance with the APS, all of the Respondent's and the Receiver's right, title and interest in and to the Purchased Assets shall vest absolutely in such Purchaser or the Purchaser's assignee, nominee or designate as the case may be, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Registrar in Bankruptcy in Estate No. 51-3007018 dated November 24, 2023 and the Amended Order of the Registrar of Bankruptcy therein dated December 1, 2023; (ii) any encumbrances or charges created by the Order of this Honourable Court herein dated February 15, 2024, and any amendments thereto; and (iii) all charges, security interests or claims evidenced by registrations pursuant to the Nova Scotia *Personal Property Security Act*, the Nova Scotia *Land Registration*

Act, the federal *Canada Shipping Act, 2001*, or any other personal or real property registry system.

6. With respect to the Purchased Assets as more particularly described within Schedule “D” hereof:
 - (i) the interests of the Respondent and the Receiver shall vest in the Purchaser subject to any applicable permitted encumbrances, easements or restrictive covenants listed on Schedule “C” hereto and any obligations or liabilities assumed by the Purchaser, or the Purchaser’s assignee, nominee or designate pursuant to the APS; and
 - (ii) upon the filing of a certified copy of this Sale Approval and Vesting Order and the Receiver’s Certificate with the Canadian Register of Vessels, any Registrar of the said Register shall remove and release all applicable registered encumbrances from title to those vessels all as listed in Schedule “B” hereto, leaving in place only those permitted encumbrances listed on Schedule “C” hereto.
6. For the purpose of determining the nature and priority of any Claims by operation of this Order, the net proceeds from the Transaction shall stand in the place and stead of the Purchased Assets, and from and after the closing of the Transaction, all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the closing of the Transaction.
7. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver and/or the Respondent are authorized and permitted to disclose and transfer to the Purchaser, or the Purchaser’s assignee, nominee or designate customer information and human resources and payroll information in the Respondent’s records to the extent necessary or desirable in relation to the continued servicing of customers and the employment or potential employment of such employees by the Purchaser or the Purchaser’s assignee, nominee or designate. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner that is consistent with the prior use of such information by the Respondent and/or the Receiver.
8. Notwithstanding:
 - (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) in respect of the Respondent and any Bankruptcy Order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made in respect of the Respondent,the entering into of the APS, the transfer of the Purchased Asset to the Purchaser or the Purchaser’s assignee, nominee or designate as the case may be, and the vesting of the Purchased Asset in the Purchaser, or the Purchaser’s assignee, nominee or designate as the

case may be, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Respondent and shall not be void or voidable by creditors of the Respondent, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA, any other applicable federal or provincial legislation or otherwise at law or equity, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant, to any applicable federal or provincial legislation.

9. **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.
10. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

ISSUED this ____ day of July 2024.

Deputy Prothonotary

Schedule “A”

Hfx No. 530600

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BETWEEN:

4519497 Nova Scotia Limited,

Applicant

and

Grant Thornton Limited, in its capacity as Trustee in Bankruptcy
for Chester Basin Seafood Group Inc.

Respondent

RECEIVER’S CERTIFICATE

RECITALS:

- A. Pursuant to an Order of this Court dated February 15, 2024 (the “**Receivership Order**”), Grant Thornton Limited (the “**Receiver**”) was appointed as the Receiver of all of the assets, properties, and undertakings of the Chester Basin Seafood Group Inc. (“**Chester Basin**”).
- B. The Receiver and the Applicant (the “**Purchaser**”) have entered into an Agreement of Purchase and Sale dated as of June 5, 2024 (the “**APS**”) in respect of all of the assets, properties and undertakings of Chester Basin (the “**Purchased Assets**”).
- C. The Order of this Court issued on June __, 2024, provided for the sale of the Purchased Assets to the Purchaser (hereinafter the “**Grantee**”), vesting the right, title and interests of the Receiver and the Respondent in the Purchaser or the Purchaser’s assignee, nominee or designate, as the case may be, free and clear of all claims to be effective with respect to the Purchased Assets upon delivery by the Receiver to the Grantee of a Certificate in this form.

THE RECEIVER CERTIFIES AS FOLLOWS:

1. The Grantee has paid and the Receiver (or its agent) has received the purchase price for the Purchased Asset payable pursuant to the APS.

2. The conditions to closing the sale of the Purchased Assets as set out in the APS have been satisfied or waived by the Receiver and the Grantee.
3. The sale of the Purchased Assets as contemplated by the APS has been completed to the satisfaction of the Receiver.

DATED the _____ day of _____, 2025.

Grant Thornton Limited, in its capacity as
Court-appointed Receiver of certain assets
and properties of **Chester Basin Seafood
Group Inc.**, and not in its personal capacity

Per: _____
Name:
Title:

Schedule “B”

Encumbrances to be Discharged Against the Purchased Assets

As Against the Vessel “Atlantic Sea Clipper” (Official Number 811392):

1. Mortgage granted by Chester Basin Seafood Group Inc. to the Toronto-Dominion Bank, recorded at the Canadian Register of Vessels as Mortgage “K” with a deed date of 2019-02-08.
2. Mortgage granted by Chester Basin Seafood Group Inc. to the Toronto-Dominion Bank recorded at the Canadian Register of Vessels as Mortgage “L” with a deed date of 2022-06-13.
3. Mortgage granted by Chester Basin Seafood Group Inc. to Pluto Investments Inc., recorded at the Canadian Register of Vessels as Mortgage “M” with a deed date of 2022-06-22.

As Against the Vessel “Fortune Pride” (Official Number 811352):

1. Mortgage granted by Chester Basin Seafood Group Inc. to the Toronto-Dominion Bank, recorded at the Canadian Register of Vessels as Mortgage “D” with a deed date of 2022-06-13.
2. Mortgage granted by Chester Basin Seafood Group Inc. to Pluto Investments Inc., recorded at the Canadian Register of Vessels as Mortgage “E” with a deed date of 2022-06-22.

As Against the Vessel “Seaman’s Toy I” (Official Number 820888)

1. Mortgage granted by Chester Basin Seafood Group Inc. to the Toronto-Dominion Bank, recorded at the Canadian Register of Vessels as Mortgage “F” with a deed date of 2019-02-08.
2. Mortgage granted by Chester Basin Seafood Group Inc. to the Toronto-Dominion Bank, recorded at the Canadian Register of Vessels as Mortgage “G” with a deed date of 2022-06-13.
3. Mortgage granted by Chester Basin Seafood Group Inc. to Pluto Investments Inc., recorded at the Canadian Register of Vessels as Mortgage “H” with a deed date of 2022-06-22.

PPSA Financing Statements:

1. PPSA Registration No. 37203866;
2. PPSA Registration No. 37580628;

3. PPSA Registration No. 37639002;
4. PPSA Registration No. 36367084 (as amended);
5. PPSA Registration No. 36367100 (as amended);
6. PPSA Registration No. 36367134 (as amended);
7. PPSA Registration No. 36367183 (as amended);
8. PPSA Registration No. 36375913 (as amended);
9. PPSA Registration No. 36375905 (as amended);
10. PPSA Registration No. 36375889 (as amended)
11. PPSA Registration No. 36375871 (as amended);
12. PPSA Registration No. 36375707 (as amended)
13. PPSA Registration No. 36375434 (as amended);
14. PPSA Registration No. 36375350 (as amended);
15. PPSA Registration No. 35936699 (as amended);
16. PPSA Registration No. 31435308 (as amended);
17. PPSA Registration No. 30793905 (as amended);
18. PPSA Registration No. 30165864 (as amended);
19. PPSA Registration No. 30708416 (as amended);
20. PPSA Registration No. 30708432 (as amended);
21. PPSA Registration No. 30708465 (as amended);
22. PPSA Registration No. 31477557 (as amended);
23. PPSA Registration No. 31615628 (as amended);
24. PPSA Registration No. 39026562 (as amended);
25. PPSA Registration No. 30394738 (as amended);
26. PPSA Registration No. 30783518 (as amended); and
27. PPSA Registration No. 31556418 (as amended).

Schedule “C”

Permitted Encumbrances

As Against Specific Motor Vehicles

1. A PPSA Financing Statement recorded by the Royal Bank of Canada on April 11, 2019, as PPSA Registration No. 30982573 as against a 2019 Ram 1500 motor vehicle bearing Serial No. 1C6SRFHT9KN792016.
2. A PPSA Financing Statement filed by the Bank of Nova Scotia as PPSA Registration No. 34142216 as against a 2019 Ram 1500 Classic motor vehicle bearing Serial No. 1C6RR7LT3KSI79799.

Schedule “D”

Purchased Assets

All of the assets, properties, and undertakings of Chester Basin Seafood Group Inc. , including but being limited to:

Vessels

1. Atlantic Sea Clipper (Official Number 811392)
2. Seaman’s Toy 1 (Official Number 820888)
3. Fortune Pride (Official Number 811352)

Licenses

Fishing Licenses and associated quotas:

Species	License Number
Groundfish	100681
Groundfish	101079
Groundfish	100686
Groundfish	100599
Groundfish	100998
Groundfish	364238

License Identification FIN: 570113325