

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

IN THE MATTER OF THE *COMPANIES CREDITORS ARRANGEMENT ACT*, RSC 1985, C C-36, AS AMENDED (THE "CCAA")

AND IN THE MATTER OF AN APPLICATION OF BLUE LOBSTER CAPITAL LIMITED, 3284906 NOVA SCOTIA LIMITED, 3343533 NOVA SCOTIA LIMITED AND 4318682 NOVA SCOTIA LIMITED (COLLECTIVELY, THE "APPLICANTS")

AFFIDAVIT OF ALINA STOICA
(Sworn September 2, 2025)

I make oath and give evidence as follows:

1. I, Alina Stoica, am a law clerk with the law firm of Reconstruct LLP, counsel to KSV Restructuring Inc. in its capacity as court-appointed monitor of the Applicants (in such capacity, the "**Monitor**").
2. I have personal knowledge of the matters sworn to in this affidavit except where otherwise stated to be based on information and belief.
3. I state in this affidavit the source of any information that is not based on my own knowledge, and I state my belief of the source.
4. I am advised by Brendan Bissell, partner at Reconstruct LLP and counsel to the Monitor, that on July 17, 2025, the Court issued orders approving a sale transaction between Lost Bell and Coast pursuant to the Coast APA (the "**Coast Transaction**"), approving a sale transaction between Spirit Co and the Lynch Purchaser pursuant to the Lynch APA (the "**Lynch Transaction**") and granting ancillary relief (the "**Ancillary Order**").

5. Attached hereto as **Exhibit "A"** is a true copy of the Order of Justice Jamieson dated July 17, 2025 approving the Coast Transaction.
6. Attached hereto as **Exhibit "B"** is a true copy of the Order of Justice Jamieson dated July 17, 2025 approving the Lynch Transaction (together with the Coast Transaction, the **"Transactions"**).
7. Attached hereto as **Exhibit "C"** is a true copy of the Ancillary Order of Justice Jamieson dated July 17, 2025.
8. I am advised by Mr. Bissell that the Monitor, RBC and the Applicants (collectively, the **"Parties"**) have agreed to resolve any further dispute and appeal of the Court's decision to approve of the Transactions.
9. Attached hereto as **Exhibit "D"** is a draft Order setting out the terms agreed between the Monitor, RBC and the Applicants (the **"Settlement Order"**).
10. I am advised by Mr. Bissell that the Transactions were closed on August 8, 2025.
11. Attached hereto as **Exhibit "E"** is a true copy of the Monitor's certificate issued on August 8, 2025 in respect of the closing of the Coast Transaction.
12. Attached hereto as **Exhibit "F"** is a true copy of the Monitor's certificate issued on August 8, 2025 in respect of the Lynch Transaction.
13. I am advised by Mr. Bissell that the Monitor, RBC and the Applicants have consented to the Monitor bringing this motion for approval of the Settlement Order.
14. I will serve by email the Notice of Motion, this affidavit, and the draft Settlement Order on the Service List in this proceeding.

15. The Monitor requests that this matter be heard in writing on a date that is no earlier than four days after the date of service of the motion.
16. I swear this affidavit to assist this Honourable Court and for no other purpose.

SWORN BEFORE ME at the City of)
Toronto, in the Province of Ontario, on the)
2nd day of September 2025.)
)
)
)
)
)
)



A Commissioner for taking Affidavits.
Julien Gosset LSO# 93234T


ALINA STOICA

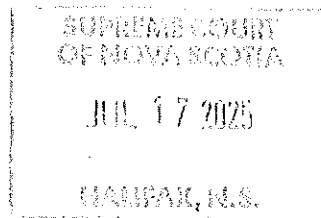
THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF **ALINA STOICA** SWORN REMOTELY BY **ALINA STOICA** STATED AS BEING
LOCATED IN THE CITY OF TORONTO BEFORE ME AT THE CITY OF TORONTO, IN THE
PROVINCE OF ONTARIO THIS 2nd DAY OF SEPTEMBER 2025



A COMMISSIONER FOR TAKING AFFIDAVITS

JULIEN GOSSET
LSO No. 93234T

2024



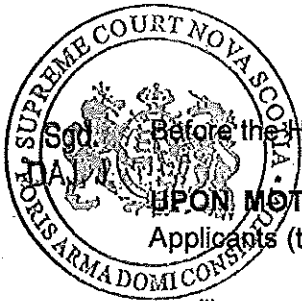
Hfx No. 538745

SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985, c. C-36, as amended (the "**CCAA**")

AND IN THE MATTER OF an application by Blue Lobster Capital Limited, 3284906 Nova Scotia Limited, 3343533 Nova Scotia Limited and 4318682 Nova Scotia Limited (collectively, the "**Applicants**") for relief under s. 11 of the CCAA and other relief.

**SALE APPROVAL AND VESTING ORDER
(RE COAST TRANSACTION)**



Before the Honourable Justice Darlene Jamieson in chambers:

UPON MOTION of KSV Restructuring Inc. in its capacity as Court-appointed monitor of the Applicants (the "**Monitor**") for an Order:

- (i) approving a sale (the "**Transaction**") pursuant to the asset purchase agreement dated May 9, 2025 (the "**Coast APA**") between 3343433 Nova Scotia Limited ("**Lost Bell**") and 3284906 Nova Scotia Limited ("**328NSL**") and together with Lost Bell, the "**Companies**"), as represented by the Monitor as vendor (the "**Vendor**"), and Coast to Coast Marketing Ltd., and James Roue Beverage Company Ltd. (together, the "**Purchaser**") for the business and assets of the Companies as described in the Coast APA; and
- (ii) vesting the Purchased Assets (as defined in the Coast APA) in the Purchaser or to the Purchaser's assignee, nominee, or designate, as the case may be, free and clear of all encumbrances, upon execution and delivery of a certificate by the Monitor;

UPON READING the report of the Monitor dated June 17, 2025 (the "**Fourth Report**") and other materials filed in this proceeding and on hearing the submissions of counsel for the Monitor, counsel for the Applicants, counsel for the Royal Bank of Canada, and such other counsel who were present and wished to be heard;

AND UPON READING the Affidavit of Service of Samantha Currie sworn June 23, 2025 confirming that the parties on the service list maintained in this proceeding were served with notice of this Motion;

NOW UPON MOTION:

IT IS HEREBY ORDERED THAT:

1. The time for service of the 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. Unless otherwise defined herein, capitalized terms used in this Order shall have the meanings given to them in the Coast APA.
3. The Transaction is hereby approved, and the execution and delivery of the Coast APA by the Monitor is hereby authorized and approved, with such minor amendments as the Monitor and Purchaser may agree to. The Monitor is hereby authorized and directed to take such additional steps and execute such additional documents 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.
4. This Order shall constitute the only authorization required by the Monitor and Applicants to proceed with the Transaction and that no shareholder or other approvals shall be required in connection therewith.
5. The Monitor is authorized and directed to perform its obligations under the Coast APA and any ancillary documents related thereto.

VESTING OF PURCHASED ASSETS

6. Upon the delivery by the Monitor of a certificate substantially in the form attached as **Schedule "A"** hereto (the "**Monitor's Certificate**"), to the Purchaser or to the Purchaser's assignee, nominee, or designate, as the case may be, all of the Applicants' 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 ownership claims, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, pledges, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, encumbrances, executions, levies, charges or other financial or monetary claims, adverse claims or rights of use, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal, equitable, possessory or otherwise (collectively, the "**Claims**") including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Jamieson dated December 13, 2024 and any amendments thereto; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Nova Scotia), the *Land Registration Act* (Nova Scotia), or any other personal property or real property registry system, including, but not limited to, those listed on **Schedule "B"** hereto; and (iii) those Claims and Encumbrances as may be contemplated under the Coast APA, but which shall not include the permitted encumbrances, easements and restrictive covenants listed in **Schedule "C"**. For greater certainty, this Court orders that and all of the Claims and Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets effective upon the delivery of the Monitor's Certificate. If so required, counsel to the Monitor or its agents shall be entitled to enter discharges or make amendments in relation to any financing statement registered under the *Personal Property*

Security Act (Nova Scotia), the *Land Registration Act* (Nova Scotia), or similar statute of any relevant province affecting the Purchased Assets to give effect to the provisions of this paragraph. For greater clarity, nothing in this Order shall be construed as releasing any Encumbrance against any of the remaining property and assets of the Applicants which do not constitute Purchased Assets.

7. From and after the delivery of the Monitor's Certificate, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, staking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation administrative hearings and orders, declarations and assessments, commenced, taken, or proceeded with or that may be commenced, taken or proceeded with against the Purchaser or the Purchaser's assignee, nominee, or designate, as the case may be, relating in any way to the Purchased Assets.
8. The Registrar of Deeds or the Registrar of Land Titles (Nova Scotia) shall record or register this Sale Approval and Vesting Order and a copy of the Monitor's Certificate in the Land Registration Office pursuant to the *Registry Act* (Nova Scotia) and the *Land Registration Act* (Nova Scotia), as applicable, and shall enter the Purchaser or the Purchaser's assignee, nominee, or designate, as the case may be, as the owner of any real property forming part of the Purchased Assets and is hereby directed to delete and expunge from title to the real property all of the registered Claims and Encumbrances on the property located at 11 Dudley Park Lane (PID 45220357) and 61 Dudley Park Lane, Falmouth (PID 45035300), including those Claims and Encumbrances listed in **Schedule "B"** hereto.
9. For the purposes of determining the nature and priority of Claims and Encumbrances, from and after the delivery of the Monitor's Certificate, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims and security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") 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 sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
10. The Monitor shall file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Applicants and Purchaser, or to their respective counsel.

PIPEDA

11. Pursuant to Clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Monitor is authorized and permitted to disclose and transfer to the Purchaser or to the Purchaser's assignee, nominee, or designate, as the case may be, customer information and human resources and payroll information in the Applicants'

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 as set forth in the Coast APA. The Purchaser or the Purchaser's assignee, nominee, or designate, as the case may be, 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 Applicants.

12. 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) ("**BIA**") in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and
- c. any assignment in bankruptcy made in respect of the Applicants,

the entering into of the Coast APA, the transfer of the Purchased Assets to the Purchaser or the Purchaser's assignee, nominee, or designate as the case may be, pursuant to this Order and the various subsections of Section 65 of the BIA, shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, 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.

TRANSFER AND DISCHARGE OF REGISTRATIONS

- 13. Upon delivery of a copy of the Monitor's Certificate and a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Applicants and/or the Purchased Assets (collectively, the "**Governmental Authorities**" and each a "**Governmental Authority**") are hereby authorized, requested and directed to accept delivery of a copy of the Monitor's Certificate and a copy of this Order as though they were originals and to register such transfers, releases and discharges as may be required to give effect to the terms of this Order. Presentment of a copy of this Order and a copy of the Monitor's Certificate shall be the sole and sufficient authority for any Governmental Authorities to make and complete any of the foregoing registrations in respect of any of the Purchased Assets.
- 14. Without limiting paragraph 13 of this Order, upon presentation and registration of a copy of this Order and of the Monitor's Certificate, the applicable registrar at Canadian Intellectual Property Office or such other applicable Governmental Authority is hereby directed to forthwith transfer to the Purchaser or to the Purchaser's assignee, nominee, or designate, as the case may be, all the Vendor's right, title and interest in and to the

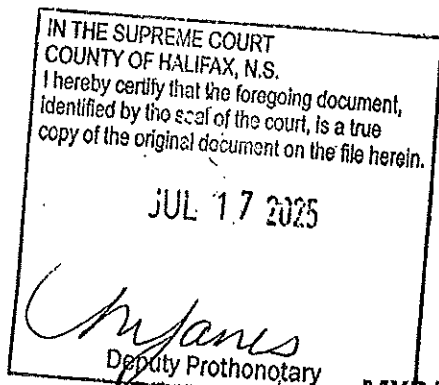
trademark applications and registrations, registered copyright, as well as any other intellectual property registrations and applications that are part of the Purchased Assets, free and clear of and from any Claims and Encumbrances.

15. The Monitor and the Purchaser or the Purchaser's assignee, nominee, or designate, as the case may be, shall each be authorized to take any steps as may be necessary or desirable, with any Governmental Authorities or otherwise, to effect the transfer of any rights, title and interest to the Purchased Assets and the discharge of any Claims or Encumbrances as against the Purchased Assets, in accordance with the terms of this Order.


GENERAL

16. The aid and recognition of any court, tribunal, registrar, regulatory or administrative body having jurisdiction in Canada or outside Canada, and all courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders, file such registrations, and to provide such assistance as may be necessary or desirable, to recognize and give effect to this Order and to assist: (i) the Monitor and its agents in carrying out the terms of this Order; (ii) the Purchaser or the Purchaser's assignee, nominee, or designate, as the case may be, in giving effect to the transfer of title pursuant to the Coast APA, as approved herein, the vesting in the Purchaser or the Purchaser's assignee, nominee, or designate, as the case may be, of the Purchased Assets free and clear of any and all Claims, and the foreclosure of interests and barring of proceedings against the Purchaser or the Purchaser's assignee, nominee, or designate, as the case may be, and the Purchased Assets provided for herein.
17. The Monitor may apply to any Court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
18. This Order and all of its provisions are effective as of 12:01 a.m. local time on the date of this Order.

DATED at Halifax, Nova Scotia, this 17 day of July, 2025.



MYRA JANES
Deputy Prothonotary


MYRA JANES
Deputy Prothonotary

Schedule A – Form of Monitor's Certificate

2024

Hfx No. 538745

SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985, c. C- 36, as amended (the "CCAA")

AND IN THE MATTER OF an application by Blue Lobster Capital Limited, 3284906 Nova Scotia Limited, 3343533 Nova Scotia Limited and 4318682 Nova Scotia Limited (collectively, the "Applicants") for relief under s. 11 of the CCAA and other relief.

COAST TRANSACTION CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice Jamieson of the Supreme Court of Nova Scotia (the "Court") dated December 13, 2024. KSV Restructuring Inc. was appointed as the monitor (the "Monitor") of the Applicants.
- B. Pursuant to the Approval and Vesting Order dated ●, 2025, the Court approved the asset purchase agreement dated May 9, 2025 (the "Coast APA") between 3343433 Nova Scotia Limited ("Lost Bell") and 3284906 Nova Scotia Limited ("328NSL" and together with Lost Bell, the "Companies"), as represented by the Monitor as vendor (the "Vendor"), and Coast to Coast Marketing Ltd., and James Roue Beverage Company Ltd. (together, the "Purchaser") for the business and assets of the Companies described in the Coast APA, and provided for the vesting the Purchased Assets in the Purchaser or in the Purchaser's assignee, nominee, or designate, as the case may be, free and clear of all encumbrances, upon execution and delivery of a certificate by the Monitor to the Purchaser or to the Purchaser's assignee, nominee, or designate, as the case may be, confirming (i) the payment by the Purchaser of the Purchase Price; (ii) the conditions to Closing as set out in the Coast APA have been satisfied or waived by the Purchaser and the Monitor; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Coast APA.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price payable on the Closing Date pursuant to the Coast APA;
2. The conditions to Closing as set out in the Coast APA have been satisfied or waived by the Vendor and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

**KSV RESTRUCTURING INC., solely in its
capacity as Monitor of the Applicants and not in
its personal capacity**

Per: _____
Name: Bobby Kofman
Title: President and Managing Director

**Schedule "B"
Claims**

Personal Property Security Act

Jurisdiction	Registration No.	Secured Party	Debtor
NS	33924358	Royal Bank Of Canada	3343533 Nova Scotia Limited
NS	28928141	Royal Bank Of Canada	3284906 Nova Scotia Limited
NS	40540346	Trisura Guarantee Insurance Company	3284906 Nova Scotia Limited

Land Registration Act

11 Dudley Park Lane, Upper Falmouth (PID 45220357):

Interest Holder	Document Reference	Instrument Type	Registration Date
The Bank of Nova Scotia	98999841	MORTGAGE	2011-08-26
Royal Bank of Canada	118088724	ASSIGNMENT OF LEASES AND/OR RENTS	2021-02-26
Royal Bank of Canada	118076901	MORTGAGE	2021-02-25
Royal Bank of Canada	123917180	MORTGAGE	2024-04-03

61 Dudley Park Lane, Upper Falmouth (PID 45035300):

Interest Holder	Document Reference	Instrument Type	Registration Date
Suzanne Corkum	118076984	MORTGAGE	2021-02-25

Schedule "C"

Permitted Encumbrances, Easements, and Restrictive Covenants

Nil.

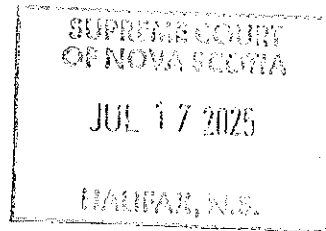
THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF **ALINA STOICA** SWORN REMOTELY BY **ALINA STOICA** STATED AS BEING
LOCATED IN THE CITY OF TORONTO BEFORE ME AT THE CITY OF TORONTO, IN THE
PROVINCE OF ONTARIO THIS 2nd DAY OF SEPTEMBER 2025



A COMMISSIONER FOR TAKING AFFIDAVITS

JULIEN GOSSET
LSO No. 93234T

2024



Hfx No. 538745

SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985, c. C-36, as amended (the "**CCAA**")

AND IN THE MATTER OF an application by Blue Lobster Capital Limited, 3284906 Nova Scotia Limited, 3343533 Nova Scotia Limited and 4318682 Nova Scotia Limited (collectively, the "**Applicants**") for relief under s. 11 of the CCAA and other relief.

**SALE APPROVAL AND VESTING ORDER
(RE LYNCH TRANSACTION)**

Before the Honourable Justice Darlene Jamieson in chambers:

UPON MOTION of KSV Restructuring Inc. in its capacity as Court-appointed monitor of the Applicants (the "**Monitor**") for an Order:

- (i) approving a sale (the "**Transaction**") pursuant to the asset purchase agreement dated May 31, 2025 (the "**Lynch APA**") between 3284906 Nova Scotia Limited ("**Spirit Co.**") and 4318682 Nova Scotia Limited ("**Annapolis Cider**"), as represented by the Monitor, as vendor (the "**Vendor**"), and Shannon Theresa Lynch, on behalf of a nominee corporation to be incorporated, as purchaser (the "**Purchaser**") for the business and assets of Spirit Co. and Annapolis Cider; and
- (ii) vesting the Purchased Assets (as defined in the Lynch APA) in the Purchaser its designate, free and clear of all encumbrances, upon execution and delivery of a certificate by the Monitor.

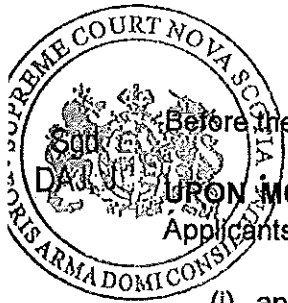
UPON READING the report of the Monitor dated June 17, 2025 (the "**Fourth Report**") and other materials filed in this proceeding and on hearing the submissions of counsel for the Monitor, counsel for the Applicants, counsel for the Royal Bank of Canada, and such other counsel who were present and wished to be heard;

AND UPON READING the Affidavit of Service of Samantha Currie sworn June 23, 2025 confirming that the parties on the service list maintained in this proceeding were served with notice of this Motion;

NOW UPON MOTION:

IT IS HEREBY ORDERED THAT:

1. The time for service of the 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. Unless otherwise defined herein, capitalized terms used in this Order shall have the meanings given to them in the Lynch APA.
3. The Transaction is hereby approved, and the execution and delivery of the Lynch APA by the Monitor is hereby authorized and approved, with such minor amendments as the Monitor and Purchaser may agree to. The Monitor is hereby authorized and directed to take such additional steps and execute such additional documents 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.
4. This Order shall constitute the only authorization required by the Monitor and Applicants to proceed with the Transaction and that no shareholder or other approvals shall be required in connection therewith.
5. The Monitor is authorized and directed to perform its obligations under the Lynch APA and any ancillary documents related thereto.

VESTING OF PURCHASED ASSETS

6. Upon the delivery by the Monitor of a certificate substantially in the form attached as **Schedule "A"** hereto (the "**Monitor's Certificate**"), to the Purchaser or the Purchaser's assignee, nominee or designate as the case may be, all of the Applicants' 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 Honourable Justice Jamieson dated December 13, 2024 and any amendments thereto; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Nova Scotia), the *Land Registration Act* (Nova Scotia), or any other personal property or real property registry system; and (iii) those Claims and Encumbrances as may be contemplated under the Lynch APA, but which shall not include the permitted encumbrances, easements and restrictive covenants listed in **Schedule "B"**. All of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets. For greater clarity, nothing in this Order shall be construed as releasing any Encumbrance against any of the remaining property and assets of the Applicants which do not constitute Purchased Assets.
7. From and after the delivery of the Monitor's Certificate, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, staking,

applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation administrative hearings and orders, declarations and assessments, commenced, taken, or proceeded with or that may be commenced, taken or proceeded with against the Purchaser relating in any way to the Purchased Assets.

8. The Registrar of Deeds or the Registrar of Land Titles (Nova Scotia) shall record or register this Sale Approval and Vesting Order in the Registry Officer pursuant to the *Registry Act* (Nova Scotia) and the *Land Registration Act* (Nova Scotia), as applicable, and shall enter the Purchaser as the owner of any real property forming part of the Purchased Assets and is hereby directed to delete and expunge from title to real property all of the Claims and Encumbrances listed in **Schedule "C"** hereto.
9. For the purposes of determining the nature and priority of Claims and Encumbrances, from and after the delivery of the Monitor's Certificate, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Monitor's Certificate all Claims and security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") 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 sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
10. The Monitor shall file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Applicants and Purchaser or their respective counsel.

PIPEDA

11. Pursuant to Clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Monitor is authorized and permitted to disclose and transfer to the Purchaser customer information and human resources and payroll information in the Applicants' 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 as set forth in the Lynch APA. 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 Applicants.
12. 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) ("**BIA**") in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and

- c. any assignment in bankruptcy made in respect of the Applicants,

the entering into of the Lynch APA, the transfer of the Purchased Assets to the Purchaser or the Purchaser's assignee, nominee, or designate as the case may be, pursuant to this Order and the various subsections of Section 65 of the BIA, shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, 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.

TRANSFER AND DISCHARGE OF REGISTRATIONS

13. Upon delivery of a copy of the Monitor's Certificate and a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Applicants and/or the Purchased Assets (collectively, the "**Governmental Authorities**" and each a "**Governmental Authority**") are hereby authorized, requested and directed to accept delivery of a copy of the Monitor's Certificate and a copy of this Order as though they were originals and to register such transfers, releases and discharges as may be required to give effect to the terms of this Order. Presentment of a copy of this Order and a copy of the Monitor's Certificate shall be the sole and sufficient authority for any Governmental Authorities to make and complete any of the foregoing registrations in respect of any of the Purchased Assets.
14. Without limiting paragraph 13 of this Order, upon presentation and registration of a copy of this Order and of the Monitor's Certificate, the applicable registrar at Canadian Intellectual Property Office or such other applicable Governmental Authority is hereby directed to forthwith transfer to the Purchaser all the Vendor's right, title and interest in and to the trademark applications and registrations, registered copyright, as well as any other intellectual property registrations and applications that are part of the Purchased Assets, free and clear of and from any Claims and Encumbrances.
15. The Monitor and the Purchaser shall each be authorized to take any steps as may be necessary or desirable, with any Governmental Authorities or otherwise, to effect the transfer of any rights, title and interest to the Purchased Assets and the discharge of any Claims or Encumbrances as against the Purchased Assets, in accordance with the terms of this Order.

GENERAL


16. The aid and recognition of any court, tribunal, registrar, regulatory or administrative body having jurisdiction in Canada or outside Canada, and all courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders, file such

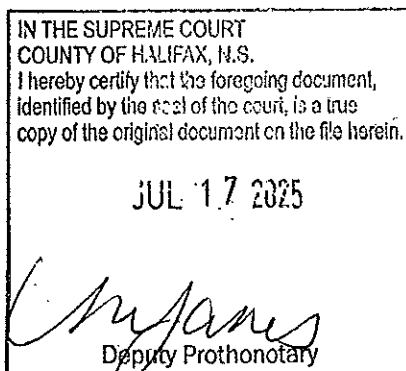
registrations, and to provide such assistance as may be necessary or desirable, to recognize and give effect to this Order and to assist: (i) the Monitor and its agents in carrying out the terms of this Order; (ii) the Purchaser in giving effect to the transfer of title pursuant to the Lynch APA, as approved herein, the vesting in the Purchaser of the Purchased Assets free and clear of any and all Claims, and the foreclosure of interests and barring of proceedings against the Purchaser and the Purchased Assets provided for herein.

17. The Monitor may apply to any Court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

18. This Order and all of its provisions are effective as of 12:01 a.m. local time on the date of this Order.

DATED at Halifax, Nova Scotia, this 17 day of July, 2025.


Prothonotary
MYRA JANES
Deputy Prothonotary



MYRA JANES
Deputy Prothonotary

Schedule A – Form of Monitor's Certificate

2024

Hfx No. 538745

SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985, c. C- 36, as amended (the "CCAA")

AND IN THE MATTER OF an application by Blue Lobster Capital Limited, 3284906 Nova Scotia Limited, 3343533 Nova Scotia Limited and 4318682 Nova Scotia Limited (collectively, the "Applicants") for relief under s. 11 of the CCAA and other relief.

LYNCH TRANSACTION CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice Jamieson of the Supreme Court of Nova Scotia (the "Court") dated December 13, 2024. KSV Restructuring Inc. was appointed as the monitor (the "Monitor") of the Applicants.
- B. Pursuant to the Approval and Vesting Order dated ●, 2025, the Court approved the asset purchase agreement dated May 31, 2025 (the "Lynch APA") between 3284906 Nova Scotia Limited ("Spirit Co.") and 4318682 Nova Scotia Limited ("Annapolis Cider"), as represented by the Monitor, as vendor (the "Vendor"), and Shannon Theresa Lynch, on behalf of a nominee corporation to be incorporated, as purchaser (the "Purchaser") for the business and assets of Spirit Co. and Annapolis Cider, and provided for the vesting the Purchased Assets in the Purchaser or its designate, free and clear of all encumbrances, upon execution and delivery of a certificate by the Monitor to the Purchaser confirming (i) the payment by the Purchaser of the Purchase Price; (ii) the conditions to Closing as set out in the Lynch APA have been satisfied or waived by the Purchaser and the Monitor; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the

Lynch APA.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price payable on the Closing Date pursuant to the Lynch APA;
2. The conditions to Closing as set out in the Lynch APA have been satisfied or waived by the Vendor and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at _____[TIME] on _____ [DATE].

**KSV RESTRUCTURING INC., solely in its
capacity as Monitor of the Applicants and not in
its personal capacity**

Per: _____

Name: Bobby Kofman

Title: President and Managing Director

Schedule "B"

Permitted Encumbrances, Easements, and Restrictive Covenants

Nil.

Schedule "C"

Claims and Encumbrances to Delete and Expunge from the Real Property

Foord Street Distillery – 230 Foord Street, Stellarton, NS (PID nos. 00942516 and 65065260)

Interest Holder	Document Reference	Document Type	Date
The Town of Stellarton	5486 1157 - 146	AGREEMENT RE USE OF LAND	1994-09-20
Royal Bank of Canada	123641004	MORTGAGE	2024-01-24
Royal Bank of Canada	123917073	MORTGAGE	2024-04-03

Trafalgar Warehouse – 6264 Trafalgar Road, Stellarton, NS (PID no. 65044018)

Interest Holder	Document Reference	Document Type	Date
Royal Bank of Canada	123641178	ASSIGNMENT OF LEASES AND/OR RENTS	2024-01-24
Royal Bank of Canada	123917073	MORTGAGE	2024-04-03
Shell Canada Products Limited	2849 1068-366	MORTGAGE	1991-04-05
L. Burge Services Ltd.	106335087	MORTGAGE	2014-12-12
Royal Bank of Canada	123641020	MORTGAGE	2024-01-24
Royal Bank of Canada	8425 1011 - 636	DEBENTURE	1989-07-05

Trenton Warehouse – 4558 Pictou Landing Road, Trenton, NS (PID no. 65055550)

Interest Holder	Document Reference	Document Type	Date
Royal Bank of Canada	123917073	MORTGAGE	2024-04-03

Port Williams Warehouse – 1161 Parkway Drive, Port Williams, NS (PID no. 55022495)

Interest Holder	Document Reference	Document Type	Date
Royal Bank of Canada	123917149	MORTGAGE	2024-04-03

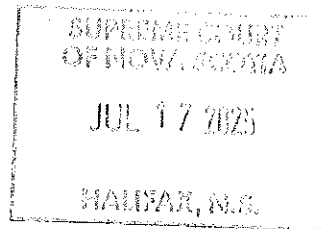
THIS IS **EXHIBIT "C"** REFERRED TO IN THE
AFFIDAVIT OF **ALINA STOICA** SWORN REMOTELY BY **ALINA STOICA** STATED AS BEING
LOCATED IN THE CITY OF TORONTO BEFORE ME AT THE CITY OF TORONTO, IN THE
PROVINCE OF ONTARIO THIS 2nd DAY OF SEPTEMBER 2025



A COMMISSIONER FOR TAKING AFFIDAVITS

JULIEN GOSSET
LSO No. 93234T

2024

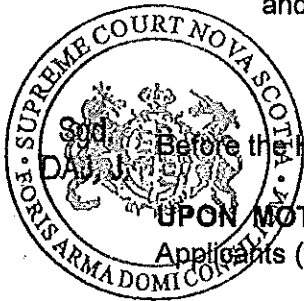


Hfx No. 538745

SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985, c. C- 36, as amended (the "**CCAA**")

AND IN THE MATTER OF an application by Blue Lobster Capital Limited, 3284906 Nova Scotia Limited, 3343533 Nova Scotia Limited and 4318682 Nova Scotia Limited (collectively, the "**Applicants**") for relief under s. 11 of the CCAA and other relief.



ANCILLARY ORDER

Before the Honourable Justice Darlene Jamieson in chambers:

UPON MOTION of KSV Restructuring Inc. in its capacity as Court-appointed monitor of the Applicants (the "**Monitor**") for an Order:

- (i) sealing the confidential appendices to the report of the Monitor dated June 17, 2025 (the "**Fourth Report**") and the supplemental report of the Monitor dated January 23, 2025 (the "**Supplemental Report**");
- (ii) authorizing the Monitor to make distributions of proceeds of sale of the assets and property of the Applicants to the Royal Bank of Canada ("**RBC**") up to the amount of the indebtedness of the Applicants to RBC;
- (iii) directing Blue Lobster Capital Limited ("**BLCL**") to deliver vacant possession of certain real property owned by BLCL;
- (iv) ordering all persons residing at the real property located at 2138 Brunswick Street, Halifax (the "**Brunswick Property**") to vacate within 30 days of this Order to allow the Brunswick Property to be listed for sale on a vacant basis;
- (v) expanding the Monitor's powers and authorizing and directing the Monitor to, among other things, execute the sale transactions (the "**Transactions**") pursuant to:
 - a. the asset purchase agreement dated May 31, 2025 (the "**Lynch APA**") between 3284906 Nova Scotia Limited ("**Spirit Co.**") and 4318682 Nova Scotia Limited ("**Annapolis Cider**"), as represented by the Monitor as vendor, and Shannon Theresa Lynch on behalf of a nominee corporation to be incorporated as purchaser; and
 - b. the asset purchase agreement dated May 9, 2025 (the "**Coast APA**") between 3343533 Nova Scotia Limited ("**Lost Bell**"), as represented by the Monitor as vendor, and Coast to Coast Marketing Ltd. and James Roue Beverage Company

Ltd. as purchaser (together with Shannon Theresa Lynch, the "**Purchasers**");

(vi) extending the stay of proceedings up to and including October 31, 2025; and

(vii) approving the Fourth Report and the Monitor's activities described therein.

UPON READING the Fourth Report and other materials filed in this proceeding and on hearing the submissions of counsel for the Monitor, counsel for the Applicants, counsel for the Royal Bank of Canada, and such other counsel who were present and wished to be heard;

AND UPON READING the Affidavit of Service of Samantha Currie sworn June 23, 2025 confirming that the parties on the service list maintained in this proceeding were served with notice of this Motion;

NOW UPON MOTION:

IT IS HEREBY ORDERED THAT:

1. The time for service of the Notice of Motion is hereby abridged and validated so that this Motion is properly returnable today and further service thereof is hereby dispensed with.

STAY OF PROCEEDINGS

2. The stay of proceedings granted pursuant to the Order of Justice Jamieson dated December 13, 2024 (as amended and restated, the "**Initial Order**") is hereby extended up to and including October 31, 2025.

AUTHORITY OF THE MONITOR

3. The Monitor is authorized and directed to execute and deliver the Lynch APA and the Coast APA, and any other agreement, document, or arrangement related to the Transactions and to take all steps necessary to close the Transactions.
4. The Monitor, in addition to and without in any way limiting its powers set out in the Initial Order or any other Order of this Court in this proceeding, or under the CCAA or applicable law, is hereby authorized and empowered, but not obligated, to:
 - a. review and approve the Applicants' receipts and disbursements;
 - b. disclaim, on behalf of the Applicants, any agreements that are not assumed by the Purchasers;
 - c. take such steps and perform such other activities as may be required to realize on the Applicants' remaining assets, including the real property held by BLCL (the "**BLCL Real Property**"), including but not limited to the preparation of the BLCL Real Property for sale, the engagement of a listing broker, the listing of the BLCL

Real Property for sale, and negotiating, entering into, executing, and delivering any agreement, document, or arrangement for the sale of any of the BLCL Real Property, subject to Court approval;

- d. pay the Applicants' invoices received after closing of the Transactions that relate to the period after commencement of the CCAA proceeding and prior to closing of the Transactions;
- e. file tax returns for the Applicants, if necessary;
- f. terminate the employment of employees of the Applicants that are not retained by the Purchasers;
- g. transfer deposits received by the Applicants after the closing of the Transactions in accordance with the terms of the Coast APA and Lynch APA; and
- h. seek authorization and direction and any further Orders of this Court.

DISTRIBUTION

- 5. The Monitor is hereby authorized to make distributions from the net proceeds of the Transactions in payment of the secured obligations owing by the Applicants to RBC, which net proceeds and payments shall be calculated on an entity-by-entity basis according to the purchase price allocations in each Transaction.
- 6. Any distribution made to RBC pursuant to this Order shall be applied by RBC to pay down the secured obligations owed by the Applicants upon payment of such distribution.
- 7. The Monitor is hereby authorized and directed to take all necessary steps and actions to effect distributions pursuant to this Order and shall not incur any liability as a result of making the distributions.
- 8. This Court orders that, notwithstanding:
 - a. the pendency of these CCAA proceedings;
 - b. any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "BIA") or other applicable legislation in respect of the Applicants and any bankruptcy or receivership order issued pursuant to any such applications;
 - c. any assignment in bankruptcy made in respect of the Applicants; and
 - d. any provisions of any federal or provincial legislation.

the distributions shall be made free and clear of all security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively,

"Encumbrances") and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicants and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

9. The Monitor shall withhold from the net proceeds allocated to Spirit Co. the amount of \$251,000, which the Monitor shall hold in an interest-bearing trust account until sale transactions have been approved and closed for the BLCL Real Property with sufficient net proceeds received by the Monitor to satisfy the amounts owing by BLCL to RBC, or further Order of the Court.
10. The Monitor shall hold all residual net proceeds in an interest-bearing trust account subject to further Order of the court, provided however that the Monitor shall be entitled to apply such proceeds as necessary to pay any priority payables, outstanding amounts secured by the charges granted in the Initial Order, and other post-filing amounts accrued.

SALE OF BLCL REAL PROPERTY

11. The Applicants are directed to facilitate and assist the Monitor to prepare the BLCL Real Property for listing and sale and shall within 30 days of this Order deliver to the Monitor vacant possession of the BLCL Real Property.
12. Any person residing at the BLCL Real Property shall vacate such property within 30 days of this Order.


SEALING

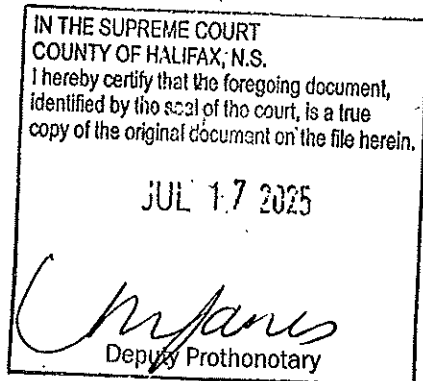
13. The confidential appendices to the Fourth Report and the Supplemental Report are hereby sealed, kept confidential and shall not form part of the public record until the earlier of the closing of the Transactions or further Order of this Court.

APPROVAL OF MONITOR'S ACTIVITIES

14. The Fourth Report and the activities of the Monitor referred to therein be and are hereby approved, provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.
15. This Order and all of its provisions are effective as of 12:01 a.m. local time on the date of this Order.

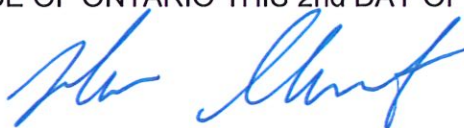
DATED at Halifax, Nova Scotia, this 17 day of July, 2025.


MYRA JANES
Deputy Prothonotary



MYRA JANES
Deputy Prothonotary

THIS IS **EXHIBIT "D"** REFERRED TO IN THE
AFFIDAVIT OF **ALINA STOICA** SWORN REMOTELY BY **ALINA STOICA** STATED AS BEING
LOCATED IN THE CITY OF TORONTO BEFORE ME AT THE CITY OF TORONTO, IN THE
PROVINCE OF ONTARIO THIS 2nd DAY OF SEPTEMBER 2025



A COMMISSIONER FOR TAKING AFFIDAVITS

JULIEN GOSSET
LSO No. 93234T

SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985, c. C- 36, as amended (the “**CCAA**”)

AND IN THE MATTER OF an application by Blue Lobster Capital Limited, 3284906 Nova Scotia Limited, 3343533 Nova Scotia Limited and 4318682 Nova Scotia Limited (collectively, the “**Applicants**”) for relief under s. 11 of the CCAA and other relief.

ORDER

Before the Honourable Justice Darlene Jamieson in chambers:

UPON MOTION of KSV Restructuring Inc. in its capacity as Court-appointed monitor of the Applicants (the “**Monitor**”) for an Order:

- (i) giving direction regarding the timing of closing of the transactions approved by the Court on July 17, 2025; and
- (ii) varying the procedures for the sale and marketing of the real property held by Blue Lobster Capital Limited (“**BLCL**”).

UPON READING the report of the Monitor dated June 17, 2025 and the supplemental report of the Monitor dated June 23, 2025 and on reading the consent of counsel for the Monitor, counsel for the Applicants, and counsel for the Royal Bank of Canada;

AND UPON READING the Affidavit of Service of Alina Stoica sworn September 2, 2025 confirming that the parties on the service list maintained in this proceeding were served with notice of this Motion;

NOW UPON MOTION:

IT IS HEREBY ORDERED THAT:

1. The time for service of the Notice of Motion is hereby abridged and validated so that this Motion is properly returnable today and further service thereof is hereby dispensed with.

CLOSING OF THE TRANSACTIONS

2. With the consent of the Applicants, the Monitor is directed *nunc pro tunc* to close the asset purchase agreement dated May 31, 2025 between 3284906 Nova Scotia Limited (“**Spirit Co.**”) and 4318682 Nova Scotia Limited (“**Annapolis Cider**”), as represented by the

Monitor, as vendor (the "**Vendor**"), and Shannon Theresa Lynch, on behalf of a nominee corporation to be incorporated, as purchaser (the "**Purchaser**") for the business and assets of Spirit Co. and Annapolis Cider as approved by this Court in the Sale Approval and Vesting Order dated July 17, 2025 in respect of that transaction.

3. With the consent of the Applicants, the Monitor is directed *nunc pro tunc* to close the asset purchase agreement dated May 9, 2025 (the "**Coast APA**") between 3343433 Nova Scotia Limited ("**Lost Bell**") and 3284906 Nova Scotia Limited ("**328NSL**" and together with Lost Bell, the "**Companies**"), as represented by the Monitor as vendor (the "**Vendor**"), and Coast to Coast Marketing Ltd. and James Roue Beverage Company Ltd. (together, the "**Purchaser**") for the business and assets of the Companies as described in the Coast APA, as approved by this Court in the Sale Approval and Vesting Order dated July 17, 2025 in respect of that transaction.

SALE OF BLCL REAL PROPERTY

4. The Court's Ancillary Order dated July 17, 2025 is varied by:

- i) deleting paragraph 11 and replacing it with the following:

11. The marketing and sale of the BLCL Real Property shall be subject to the following process:

- a) The marketing and sale of the BLCL Real Property by the Monitor is suspended until September 16, 2025;
- b) BLCL may tender funds to the Monitor sufficient to repay all of its creditors on or before September 16, 2025;
- c) BLCL may arrange for one or more unconditional agreements to sell one or more of the real properties that it owns on terms that (i) yield sufficient funds to repay all of its creditors, and (ii) are satisfactory to RBC and are approved by the Monitor, including as to closing date and deposit;
- d) Any sale process carried out by BLCL in respect of the BLCL Real Property shall be done in consultation with and under the supervision of the Monitor;
- e) The Monitor shall have unrestricted access to any advisors and agents engaged to sell or refinance by BLCL to sell the BLCL Real Property;
- f) The Monitor shall be entitled to review and approve all marketing materials for the sale of the BLCL Real Property;
- g) Any transaction by BLCL for the sale or refinancing of the BLCL Real Property is subject to the approval of the Court;

- h) If BLCL does not comply with either paragraph (b) or (c), above, the Monitor shall resume the marketing and sale of the BLCL Real Property on September 16, 2025;
 - i) The Applicants are directed to facilitate and assist the Monitor to prepare the BLCL Real Property for listing as of September 16, 2025 and shall by that date deliver to the Monitor vacant possession of the BLCL Real Property;
 - j) The Monitor in carrying out the sale process after September 16, 2025 shall be entitled but not obligated to retain any agents or advisors retained by BLCL prior to that date;
 - k) After September 16, 2025, the Monitor shall consult with BLCL and its representatives concerning the sale of the BLCL Real Property as considered appropriate and necessary by the Monitor; and
 - l) After September 16, 2025, BLCL may continue to exercise its right of redemption by tendering funds sufficient to repay all of its creditors before the date on which the Monitor accepts an offer which is unconditional offer (except for Court approval) to sell any of the BLCL Real Property (the "**Tendered Property**") , after which time the right of redemption in respect of the Tendered Property shall be extinguished.
 - m) BLCL and its representatives shall not be entitled to any information with respect to any other bids submitted in the BLCL Real Property sale process.
- ii) Deleting paragraph 12 and replacing it with the following:
12. To the extent that the Monitor shall list any of the BLCL Real Property for sale as set out in paragraph 11(i), any person residing at the BLCL Real Property to be listed for sale shall vacate such property no later than September 16, 2025.

TERMINATION OF INTERIM FINANCING FACILITY

5. The Interim Financing Facility provided to the Applicants by Royal Bank of Canada (the "Bank") pursuant to the letter agreement provided by the Bank to the Applicants and dated January 14, 2025 and approved by this Court under the Charging Order issued on January 21, 2025 is hereby terminated and the Bank shall have no further obligations to make any advances to the Applicants thereunder.

DATED at Halifax, Nova Scotia, this _____ day of September, 2025.

THIS IS **EXHIBIT "E"** REFERRED TO IN THE
AFFIDAVIT OF **ALINA STOICA** SWORN REMOTELY BY **ALINA STOICA** STATED AS BEING
LOCATED IN THE CITY OF TORONTO BEFORE ME AT THE CITY OF TORONTO, IN THE
PROVINCE OF ONTARIO THIS 2nd OF SEPTEMBER 2025



A COMMISSIONER FOR TAKING AFFIDAVITS

JULIEN GOSSET
LSO No. 93234T

Monitor's Certificate

2024

Hfx No. 538745

SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985, c. C- 36, as amended (the "CCAA")

AND IN THE MATTER OF an application by Blue Lobster Capital Limited, 3284906 Nova Scotia Limited, 3343533 Nova Scotia Limited and 4318682 Nova Scotia Limited (collectively, the "Applicants") for relief under s. 11 of the CCAA and other relief.

COAST TRANSACTION CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice Jamieson of the Supreme Court of Nova Scotia (the "Court") dated December 13, 2024, KSV Restructuring Inc. was appointed as the monitor (the "Monitor") of the Applicants.
- B. Pursuant to the Approval and Vesting Order dated July 17, 2025, the Court approved the asset purchase agreement dated May 9, 2025 (the "Coast APA") between 3343533 Nova Scotia Limited ("Lost Bell"), as represented by the Monitor as vendor (the "Vendor"), and Coast to Coast Marketing Ltd., and James Roue Beverage Company Ltd. (together, the "Purchaser") for the business and assets of the Companies described in the Coast APA, and provided for the vesting the Purchased Assets in the Purchaser or in the Purchaser's assignee, nominee, or designate, as the case may be, free and clear of all encumbrances, upon execution and delivery of a certificate by the Monitor to the Purchaser or to the Purchaser's assignee, nominee, or designate, as the case may be, confirming (i) the payment by the Purchaser of the Purchase Price; (ii) the conditions to Closing as set out in the Coast APA have been satisfied or waived by the Purchaser and the Monitor; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the

Coast APA.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price payable on the Closing Date pursuant to the Coast APA;
2. The conditions to Closing as set out in the Coast APA have been satisfied or waived by the Vendor and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at 5:00pm on August 8, 2025.

**KSV RESTRUCTURING INC., solely in its
capacity as Monitor of the Applicants and not in
its personal capacity**

Per: 

Name: Bobby Kofman

Title: President and Managing Director

THIS IS **EXHIBIT "F"** REFERRED TO IN THE
AFFIDAVIT OF **ALINA STOICA** SWORN REMOTELY BY **ALINA STOICA** STATED AS BEING
LOCATED IN THE CITY OF TORONTO BEFORE ME AT THE CITY OF TORONTO, IN THE
PROVINCE OF ONTARIO THIS 2nd OF SEPTEMBER 2025



A COMMISSIONER FOR TAKING AFFIDAVITS

JULIEN GOSSET
LSO No. 93234T

MONITOR'S CERTIFICATE

2024

Hfx No. 538745

SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985, c. C-36, as amended (the "CCAA")

AND IN THE MATTER OF an application by Blue Lobster Capital Limited, 3284906 Nova Scotia Limited, 3343533 Nova Scotia Limited and 4318682 Nova Scotia Limited (collectively, the "Applicants") for relief under s. 11 of the CCAA and other relief.

LYNCH TRANSACTION CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Honourable Justice Jamieson of the Supreme Court of Nova Scotia (the "**Court**") dated December 13, 2024. KSV Restructuring Inc. was appointed as the monitor (the "**Monitor**") of the Applicants.
- B. Pursuant to the Approval and Vesting Order dated July 17, 2025, the Court approved the asset purchase agreement dated May 31, 2025 (the "**Lynch APA**") between 3284906 Nova Scotia Limited ("**Spirit Co.**") and 4318682 Nova Scotia Limited ("**Annapolis Cider**"), as represented by the Monitor, as vendor (the "**Vendor**"), and Shannon Theresa Lynch, on behalf of a nominee corporation to be incorporated, as purchaser (the "**Purchaser**") for the business and assets of Spirit Co. and Annapolis Cider, and provided for the vesting the Purchased Assets in the Purchaser or its designate, free and clear of all encumbrances, upon execution and delivery of a certificate by the Monitor to the Purchaser confirming (i) the payment by the Purchaser of the Purchase Price; (ii) the conditions to Closing as set out in the Lynch APA have been satisfied or waived by the Purchaser and the Monitor; and (iii) the Transaction has been completed to the satisfaction of the Monitor.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the

Lynch APA.

THE MONITOR CERTIFIES the following:

1. The Purchaser has paid and the Monitor has received the Purchase Price payable on the Closing Date pursuant to the Lynch APA;
2. The conditions to Closing as set out in the Lynch APA have been satisfied or waived by the Vendor and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at 5:00pm on August 8, 2025.

**KSV RESTRUCTURING INC., solely in its
capacity as Monitor of the Applicants and not in
its personal capacity**

Per: 

Name: Bobby Kofman

Title: President and Managing Director