

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 of Blue Lobster Capital Limited (“**Blue Lobster Capital**”), 3284906 Nova Scotia Limited (“**328NSL**”), 3343533 Nova Scotia Limited (“**334NSL**”) and 4318682 Nova Scotia Limited (“**431NSL**”), (the “**Companies**”)


AFFIDAVIT OF KEVIN ALEXANDER RICE

I, **Kevin Alexander Rice**, of Halifax, Nova Scotia, **MAKE OATH AND SAY THAT:**

1. I am the President of Blue Lobster Capital Limited (“**Blue Lobster Capital**”), 3284906 Nova Scotia Limited (“**328NSL**”), 3343533 Nova Scotia Limited (“**334NSL**”) and 4318682 Nova Scotia Limited (“**431NSL**”), collectively, the “**Companies**”. As such, I have direct knowledge of the Companies’ businesses and financial affairs.
2. This Affidavit is sworn in support of the Companies’ motion under s. 11 of the CCAA for an order to terminate the CCAA proceeding (the “**CCAA Termination Order**”). Where capitalized terms are used herein but not defined, they correspond to the terms as defined in the Notice of Motion seeking approval of the CCAA Termination Order (the “**CCAA Termination Motion**”) and draft CCAA Termination Order attached thereto, the supporting Memorandum of Fact and Law, or in the Initial Order.
3. Attached hereto as **Exhibit “A”** is a copy of an agreement between the Companies and the Canada Revenue Agency (“**CRA**”) outlining a payment arrangement for the payout of outstanding tax liabilities of the “Blue Lobster Group” which includes the Companies.


4. Attached hereto as **Exhibit "B"** is a confirmation letter from the Atlantic Canada Opportunities Agency ("ACOA") confirming that payments with ACOA on the Companies outstanding debt will resume as normal on 01 August 2025.
5. Attached hereto as **Exhibit "C"** are Interrogatories that were issued by our legal counsel to KSV Restructuring Inc. (Bobby Kofman) the Monitor in these proceedings.
6. Attached hereto as **Exhibit "D"** are Interrogatories that were issued by our legal counsel to Cape Breton Beverages Ltd. (Shannon Lynch) who filed an affidavit in these proceedings.
7. Attached hereto as **Exhibit "E"** is an email exchange between the Companies counsel (Darren O'Keefe) and CBBL/Lynch counsel, Stephen Kingston.
8. Attached hereto as **Exhibit "F"** are the answers issued by the Companies to certain questions posed to it by the Monitor, in connection with the Companies Loan agreements.

SWORN BEFORE ME at the City of
Halifax in the Province of Nova Scotia
this 02 day of July 2025.

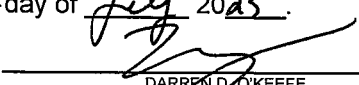


A Commissioner for taking Affidavits.
Darren D. O'Keefe
Barrister, Solicitor and Notary Public

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Kevin Alexander Rice

This is Exhibit "A" to the affidavit of
Norm A. Price sworn before me on the
02 day of July 2023.


DARREN D. O'KEEFE
Barrister, Solicitor, Notary Public in the Provinces of
Newfoundland and Labrador and Nova Scotia

EXHIBIT "A"

PAYMENT ARRANGEMENT WITH THE CANADA REVENUE AGENCY

The following amounts are the balances owing by the referenced companies to the Canada Revenue Agency as of June 24, 2025:

3284906 Nova Scotia Limited (sometime carrying on business as Nova Scotia Spirit Company)

822957387RC0001 **\$51,850.04** Last T2 filed for TYE June 30, 2024

Principal = \$47,777.11

Interest = \$4,073.73

Penalty = \$0.00

RT0001 **\$329,126.23** No outstanding returns

Principal = \$327,991.60

Interest = \$1,134.63

Penalty = \$0.00

RD0002 **\$142,413.03** No outstanding returns

Principal = \$139,701.66

Interest = \$1,992.76

Penalty = \$718.61

RD0005 **\$716.52** No outstanding returns

Principal = \$207.67

Interest = \$4.46

Penalty = \$504.39

RP0001 **\$93,748.61** Remittances filed up to date, Trust Exam in progress

Principal = \$60,679.42

Interest = \$9,420.82

Penalty = \$24,618.99

4318682 Nova Scotia Limited (sometime carrying on business as Annapolis Cider Company)

814751566RC0002 **\$40,739.53** Last T2 filed for TYE June 30, 2024

Principal = \$39,711.00

Interest = \$1,028.53

Penalty = \$0.00

RT0001 **\$56,705.49** No outstanding returns

Principal = \$56,705.49

Interest = \$0.00

Penalty = \$0.00

RP0001 **\$15,815.67** Remittances filed up to date, Trust Exam completed
Principal = \$11,377.15
Interest = \$2,641.61
Penalty = \$1,796.91

Blue Lobster Capital Limited

754445880RC0001 **\$135,504.39** Last T2 filed for TYE June 30, 2023 - T2 for 2024 outstanding
and could result in an increased liability
Principal = \$105,338.22
Interest = \$30,166.17
Penalty = \$0.00

RT0001 **\$97,778.48** Outstanding return (post period of 2024-12-14 to 2024-12-31)
Principal = \$82,585.87
Interest = \$15,192.61
Penalty = \$0.00

RC = corporate

RT = GST/HST

RD = excise duty

RP = payroll

The companies named above, and below as signatories, agree to make twenty-four (24) monthly payments as payment in full of the above balances with accrued interest. The first payment is due August 1, 2025.

The above balances are subject to change in accordance with the completion of trust audit exams by the Canada Revenue Agency, the filing of any outstanding tax returns and the accrual of interest.

The payment arrangement is acceptable only if the companies meet the following conditions:

- The companies file current year returns by the deadlines and pay any taxes owing by the due dates.
- The companies have enough funds in a bank account to allow all post-dated cheques or pre-authorized debits to be honoured.
- Interest will continue to add up until the full amounts owing are paid. You can find the interest rates at Canada.ca/taxes-interest-rates.

Signed this _____ day of June, 2025.

3284906 Nova Scotia Limited


Per: K Alex R
Name/Title: K Alex R

4318682 Nova Scotia Limited

Per: K Alex R
Name/Title: K Alex R

Blue Lobster Capital Limited

Per: K Alex R
Name/Title: K Alex R

This is Exhibit "B" to the affidavit of
Nevin A. Gyice sworn before me on the
02 day of July 2025.


DARREN D. O'KEEFE
Barrister, Solicitor, Notary Public in the Provinces of
Newfoundland and Labrador and Nova Scotia

EXHIBIT "B"



Atlantic Canada
Opportunities
Agency

Agence de
promotion économique
du Canada atlantique

Head Office
P.O. Box 6051
Moncton, N.B.
Canada E1C 9J8

Siège Social
C.P. 6051
Moncton (N.-B.)
Canada E1C 9J8

June 25, 2025

Darren D. O'Keefe
Partner, Lawyer
O'Keefe & Sullivan
dokeefe@okeefesullivan.com

Subject: Confirmation of Cure Cost and Loan Reinstatement – Blue Lobster Capital Ltd. et al. REGI Project Number: 218170

Dear Mr. O'Keefe,

Thank you for your correspondence dated June 24, 2025, regarding Blue Lobster Capital Ltd. and related entities (the "Companies").

We acknowledge that the Companies obtained creditor protection under the Companies' Creditors Arrangement Act (CCAA) on December 13, 2024, and that ordinary payments on their ACOA loans were suspended as a result of the stay of proceedings.

We further understand that the Companies now intend to exit the CCAA process voluntarily and resume operations as a going concern. ACOA is amenable to the Companies resuming their regularly scheduled loan payments effective August 1, 2025, and agrees to accept payment of the applicable cure costs to bring the loans back into good standing.

As of today's date, the **cure cost**, which includes all principal and interest accrued and unpaid during the CCAA stay period is **\$25,302.17**. The **total outstanding loan balance** is **\$146,125.17**.


If you have any questions, please feel free to contact Kynan Philippe at (506) 863-7899 or by email at kynan.philippe@acoa-apeca.gc.ca.

Yours truly,

Philippe,
Kynan

Digitally signed by Philippe, Kynan
DN: C=CA, O=GC, OU=ACOA,
A=PECA, CN="Philippe, Kynan"
Reason: I am the author of this
document
Location:
Date: 2025.06.25 11:20:59-03'00'
Foxit PDF Editor Version: 2025.1.0

Kynan Philippe
Special Account Officer

This is Exhibit "C" to the affidavit of
Nemi A. Price sworn before me on the
02 day of July 2025.


DARREN D. O'KEEFE
Barrister, Solicitor, Notary Public in the Provinces of
Newfoundland and Labrador and Nova Scotia

EXHIBIT "C"

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 of Blue Lobster Capital Limited ("**Blue Lobster Capital**"), 3284906 Nova Scotia Limited ("**328NSL**"), 3343533 Nova Scotia Limited ("**334NSL**"), and 4318682 Nova Scotia Limited ("**431NSL**") (collectively, the "**Applicants**")

Interrogatories

To: Bobby Kofman, KSV Restructuring Inc.

Answers are demanded from you:

The Applicants, being satisfied that obtaining answers in this manner will promote the just, speedy, and inexpensive resolution of this proceeding, demands that you answer the questions below under oath or affirmation.

Reference is made to the following documents and definitions:

"ARIO" means the Amended and Restated Initial Order dated 20 December 2024.

"SISP" means the Sales, Investment and Solicitation Process conducted by the Monitor pursuant to the SISP Order.

SISP Order means the Sales, Investment and Solicitation Process Order dated 07 March 2025.

"SISP Procedures" means those sale procedures included in the Third Report of the Monitor dated 27 February 2025

"Fourth Report" means the Fourth Report of the Monitor dated 17 June 2025.

"Amendment to the Fourth Report" means the Amendment to the Fourth Report filed on 25 June 2025.

"CBB" means "Cape Breton Beverage".

"C2CM" means "Coast to Coast Marketing".

"Prospective Purchasers" means collectively, CBB and C2CM and "Prospective Purchaser" means either one of them.

"Company" means all companies subject to this proceeding.

The questions:

1. The Monitor has alleged in its submissions that, at some point during the SISP, the Company's right to pay its creditors in full and exit the CCAA process (hereinafter the "**right to redeem**") expired such that it is not now open to the Company to redeem its equity by paying its debts in full. Can you please confirm the following:
 - a. Given that there is nothing in the ARIO or SISP Order stating a date certain that the Company's right to redeem would expire, please either provide a reference to a written document or describe the verbal conversation in which the Monitor indicated to the Company a date on which its right to redeem would expire, or alternatively confirm that such no such communication ever occurred.
 - b. Given there was nothing included in the terms of the SISP or the ARIO which provided a "drop dead" date by which the Company would required to complete a proposed refinance and/or reinvestment to avail of its right to redeem, when and how did the Monitor determine a drop dead date and, if not communicated to the Company, why was it not communicated.
2. With reference to the SISP Order, please confirm the following:
 - a. On which date did the Monitor accept the Transaction(s) that are currently recommended to the Court for approval?
 - b. Did the Monitor accept any other transactions in the SISP prior to accepting the Transaction(s) for which it seeks approval?
 - i. If so, when were these other transactions accepted?
 - ii. When were they terminated?
 - iii. Who terminated them and why?
 - iv. Did the counterparties to these transactions seek their process costs following termination?
 - v. If so, did the Monitor agree to pay them?
 - vi. If not, why not? If so, why?
 - c. When were the agreements supporting the Transaction(s) fully executed by the Monitor and the Proposed Purchasers.
 - d. Do the Transactions contain any closing conditions other than the issuance of the Asset Vesting Order the Monitor currently seeks?
 - i. If so, what other closing conditions are outstanding for each of the proposed Transaction(s)?
 - ii. Please provide the relevant excerpt from the Transaction(s) documents.
 - e. Please confirm that the Monitor informed each bidder in the SISP, including the Prospective Purchasers, of the 11 December 2024 letter issued by Counsel to RBC and filed with the Court which indicated the Company's intention to continue to refinancing efforts during the SISP (the "**CCAA Process Agreement**").

- i. If the Monitor did so, please provide evidence of any written communications, or if verbal then provide a description of when this occurred and an overview of what was stated.
 - ii. If the Monitor did not do so, please explain why and if this is deemed by the Monitor and its counsel as an oversight or as having been an unnecessary step. If the latter, why?
- f. Paragraph 3.1.9 of the SISP requires the Company and/or its management to declare their intention in writing to participate as Potential Bidders in the SISP, prior to the commencement of the SISP.
 - i. Please confirm that the Company and/or its management never confirmed such intention in writing to participate in the SISP before it commenced on 14 March 2025.
 - ii. If the answer to the preceding question f.i. is yes, please provide a copy of the written communication confirming the Company and/or its management intended to participate in the SISP.
- g. Please confirm if the Company and/or management ever accessed the VDR. If so, who accessed it and when.
- h. Please confirm if the Company and/or its management ever signed a Non-Disclosure Agreement (and “NDA”) with the Monitor concerning the SISP. If they did, please provide a copy.
- 3. The Monitor has recommended the Transaction(s) as being the best Transaction(s) resulting from the SISP. Please confirm the following:
 - i. Did the Monitor actively explore options for re-investment, restructuring or recapitalization (a “**Restructuring**”) as part of the SISP?
 - ii. If so, what Restructuring options were presented to interested parties. Please provide copies of any written materials outlining the various proposed Restructuring options that were made available to interested parties during the SISP.
- a. With respect to the BLCL real estate (the “**BLCL Properties**”), did the Monitor entertain offers for the sale of these properties as part of any *en bloc* bids in the SISP?
 - i. If so, how many *en bloc* bids were received where the BLCL Properties were included as a purchased (or assumed) asset?
- b. Can the Monitor guarantee the Court that the Transaction(s) it is recommending will be sufficient to pay all secured and unsecured creditors in full, without any discounting being applied for tax reversal or other cost mitigation strategies in bankruptcy?
 - i. If the answer to the foregoing is yes, does the group of secured and unsecured creditors include all the creditors currently outlined in the

Monitors calculations presented on 16 June 2025 and attached hereto as
Exhibit "A"?

- ii. If not, why not?
 - c. Please confirm if the Monitor ever disclosed to the Company the date upon which the Transaction(s) agreements were signed? If so, when was this disclosure made?
4. With respect to the Monitor's Third Report, please provide the following:
- a. A copy of the "template asset purchase agreement" referred to in Clause 3.1.7 of the Third Report.
 - b. A copy of any other template agreements, if any, that were made available to prospective purchasers to consider other Restructuring options.
5. Please confirm if the Monitor obtained listing proposals from two local realtors in each relevant market for BLCL Properties as required in the SISP Procedures.
6. Please confirm whether the BLCL Properties were marketed for sale by the listing agents using conventional methods to sell real property, including by listing them on the multiple listing service, placing signage on each of the Real Properties and using social media, mass mailings and direct solicitation of likely buyers, as well as such other methods as the Monitor and the listing agents agree, as required in the SISP Procedures.
7. The Monitor has asked the Court to provide vacant possession of the BLCL Properties to conduct a sales process for these properties. Please confirm the following:
- a. Does the Monitor intend to comply with the terms of the SISP Procedures in marketing the BLCL Properties for sale?
 - i. If so, please provide an estimate, based on the Monitor's professional experience, as to how long this sale process is likely to take.
 - ii. Please provide an estimate of professional fees for the Monitor and its counsel for the period required to list the BLCL Properties for sale, including any anticipated Court motions to approve sales or deal with ancillary matters that are reasonably anticipated.
6. With respect to the due diligence period of the SISP, please confirm the following:
- a. Did the Monitor request that any potential bidder, participant, or the Prospective Purchasers to visit the Applicants' facilities/properties in Nova Scotia?
 - b. To the best of the Monitor's knowledge, of the 13 bids submitted in the SISP, how many of these bidders visited the Applicants' facilities in Nova Scotia?
 - c. Upon the rejection of the 11 bids that were not successful, did the Monitor agree to pay any break fees or other costs associated with the time and resources spent by these unsuccessful bidders on due diligence?

- i. If not, why not?
 - d. Please confirm if anything contained with the SISP Procedures, the SISP Order, the NDAs, or any draft Transaction documents (including the final draft) requires the Monitor to pay a break fee to the Prospective Purchasers in the event of (i) the Transaction(s) being terminated prior to Court approval, or (b) the Court refusing to approve the recommended Transaction.
 - e. Please confirm if any representations or guarantees were made by the Monitor to the Prospective Purchasers, verbal or in writing, expressing or implying that they would be re-imbursed for their costs of the Transaction(s) if they were not approved by the Court.
 - f. Please confirm if the Monitor has had any discussions with counsel for the Prospective Purchasers in formulating a response to the Company's Motion to end the CCAA proceedings.
7. Please confirm if the Monitor was provided with or reviewed an advance copy of any materials filed by CBB or C2CM in connection with the Monitors motion to approve the Transaction(s) or the Company's Motion to terminate the CCAA Proceedings.
 8. Please confirm if the Monitor or its counsel shared advance copies of the Monitor's filings in draft or final version as prepared by the Monitor's counsel, including its Motion to approve the Transaction(s) with any Prospective Bidder or with RBC prior to it being filed with the Court.
 9. Did the Monitor ever provide a written or verbal guarantee to the Prospective Purchasers that their Transaction(s) would be accepted by the Court.
 10. Did the Monitor inform the Prospective Purchasers that the Transaction(s) were subject to Court approval?
 - a. If so, please provide a copy of all correspondence or other written evidence of the Monitor confirming that it informed the Prospective Purchasers that the Transaction(s) were subject to Court approval. Please provided copies of any relevant excerpt(s) from the Transaction(s) documents confirming the same.
 - b. Do the Transaction(s) documents provide a clause dealing who is responsible for the costs of negotiating and consummating the proposed Transaction(s). If so, please provide the relevant excerpt(s) from the Transaction(s) documents.
 11. Were the Prospective Purchasers subject to an NDA or any provisions in the Transaction(s) documents that prevent early discussion or disclosure of their interest in the SISP?
 12. With respect to CBB, did the Monitor authorize or approve of the following activities allegedly undertaken by CBB and/or Shannon Lynch:
 - (1) Travel to and from the Applicants properties in Nova Scotia;
 - (2) Discussions with the Nova Scotia Liquor Board;

1. If so, how many meetings were authorized. Please provide the dates these meetings were authorized and the estimated time allotted for each meeting.

(3) Attendance in Court;

(4) Review of Pleadings in connection with the CCAA proceedings;

(5) Meetings with Management and Staff:

1. If so, how many meetings were authorized. Please provide the dates these meetings were authorized and the estimated time allotted for each meeting.

(6) Event Sponsorships;

(7) Public Statements and Interviews with the All Nova Scotia news service;

(8) Preparation and submission of Excise License Applications to the Canada Revenue Agency;

(9) Meetings with the Nova Scotia Liquor Commission; and/or

(10) Meetings with distribution agents for the Provinces of Ontario, Newfoundland and Labrador, or New Brunswick?

13. If the Monitor did approve the foregoing activities, did the Monitor take any steps to ensure that these activities were appropriately qualified so that any third parties participating in these activities were not left with the false impression that the Transaction with CBB had been approved before it went before the Court for approval?

Refusal to answer questions and excuse by a judge:

You must not fail to respond to this demand for answers. You may include in your response a refusal to answer a question that calls for privileged information, or information that is irrelevant and will not lead to relevant information. Also, you may make a motion to a judge to be excused from answering a question.

Costs if you fail or refuse to answer:

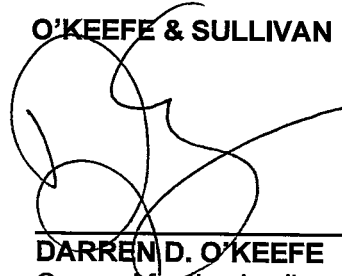
A judge may order you to answer a question and award costs against you.

Deliver your answer to all parties:

You are required to deliver your answer to the person signing this demand by emailing it to the email address given below, and you are required to deliver copies to each other party by mail or delivery to their addresses given below.

Signed this 01 day of July 2025.

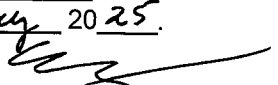
O'KEEFE & SULLIVAN

A handwritten signature in black ink, appearing to be 'D. O'Keefe', written over a horizontal line.

DARREN D. O'KEEFE

Counsel for the Applicants
Purdy's Wharf Tower II, Suite 202
1969 Upper Water Street, Halifax, NS
Email: dokeefe@okeefesullivan.com

Bobby Kofman
KSV Restructuring Inc.
220 Bay Street, 13th Floor, PO Box 20,
Toronto, Ontario, M5J 2W4
Email: bkofman@ksvadvisory.com

This is Exhibit "D" to the affidavit of
Naim A. Rice sworn before me on the
02 day of Aug 20 25.


DARREN D. O'KEEFE
Barrister, Solicitor, Notary Public in the Provinces of
Newfoundland and Labrador and Nova Scotia

EXHIBIT "D"

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 of Blue Lobster Capital Limited ("**Blue Lobster Capital**"), 3284906 Nova Scotia Limited ("**328NSL**"), 3343533 Nova Scotia Limited ("**334NSL**"), and 4318682 Nova Scotia Limited ("**431NSL**") (collectively, the "**Applicants**")

Interrogatories

To: Shannon Theresa Lynch

Answers are demanded from you:

The Applicants, being satisfied that obtaining answers in this manner will promote the just, speedy, and inexpensive resolution of this proceeding, demands that you answer the questions below under oath or affirmation.

The questions:

Reference is made to the affidavit of Shannon Theresa Lynch dated 30 June 2025 (the "Lynch Affidavit").

1. Lynch Affidavit (Para. 9) Please provide a copy of the Non-Disclosure Agreement referred to herein.
2. Lynch Affidavit (Para. 11) Please provide the date you commenced the "intensive due diligence" exercise.
3. Lynch Affidavit (Para. 13) Please confirm the activities summarized here were conducted prior to 09 May 2025.
4. Lynch Affidavit (Para. 16) Please provide a copy of the correspondence from the Monitor confirming that the CBB bid had been accepted.
5. Lynch Affidavit (Para. 18) With respect to the activities listed in this paragraph, please confirm if the Monitor authorized or encouraged CBB and/or its agents to undertake these activities.
6. Lynch Affidavit (Para. 18) please confirm (1) which Banks are referred to when you say you had "banking calls"? (2) which Bank is financing the proposed transaction and (3) where the "bank accounting" referred to in this paragraph is set up.
7. Lynch Affidavit (Para. 19) Please explain why you had to devote "time, effort and money to the ongoing Court proceeding" including a description of what activities were undertaken, by whom, and when.

8. Lynch Affidavit (Para. 25) Please confirm the names, position, and annual salary of the "team members" referred to in this paragraph.
9. Lynch Affidavit (Para. 25) (1) please provide a copy of the T4 Income Statements referred to in this paragraph, and (2) please confirm if the T4 Income Statements include anything other than base salary for the "team members" referred to.
10. Lynch Affidavit (Para. 25) Assuming CBB deployed existing staff to conduct the due diligence described in the Lynch Affidavit, please confirm if CBB hired or retained additional staff to replace the alleged 2080 hours being worked on this matter.
11. Lynch Affidavit (Para. 27) Please provide:
 - a. A copy of all receipts for airfare/mileage/accommodations and meals referred to in this paragraph;
 - b. A copy of all invoices for Legal Fees (with appropriate redaction for privilege);
 - c. A copy of all invoices for "Accounting Fees"
 - d. A copy of all invoices and/or account statements to support the claim for "Bank Fees" and
 - e. An explanation of the "Event Sponsorships" referred to.
12. With respect to the activities listed in paragraph 27, please confirm if the Monitor authorized or encouraged CBB and/or its agents to undertake these activities.
13. With respect to Exhibit "A", please provide copies of all time dockets to demonstrate the time allegedly spent, broken down by (1) time (2) date (3) timekeeper (4) billing rate.
14. Please confirm if the Monitor has ever provided you with any assurance that the Transaction(s) would be approved by the Court.
15. In the event that the Transactions are not approved by the Court pursuant to the Monitors motion to approve, please confirm your understanding that you/CBB will not be reimbursed for your alleged time, costs and expenses incurred in this matter.

Refusal to answer questions and excuse by a judge:

You must not fail to respond to this demand for answers. You may include in your response a refusal to answer a question that calls for privileged information, or information that is irrelevant and will not lead to relevant information. Also, you may make a motion to a judge to be excused from answering a question.

Costs if you fail or refuse to answer:

A judge may order you to answer a question and award costs against you.

Deliver your answer to all parties:

You are required to deliver your answer to the person signing this demand by emailing it to the email address given below, and you are required to deliver copies to each other party by mail or delivery to their addresses given below.

Signed this 01 day of July 2025.

O'KEEFE & SULLIVAN



DARREN D. O'KEEFE

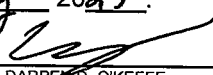
Counsel for the Applicants

Purdy's Wharf Tower II, Suite 202

1969 Upper Water Street, Halifax, NS

Email: dokeefe@okeefesullivan.com

Shannon Theresa Lynch
c/o Stephen Kingston
McInnes Cooper
Suite 1100, Purdy's Wharf Tower II,
1969 Upper Water St.
Halifax, NS

This is Exhibit "E" to the affidavit of
Nanni A. Rice sworn before me on the
02 day of July 2025.


DARREN D. O'KEEFE
Barrister, Solicitor, Notary Public in the Provinces of
Newfoundland and Labrador and Nova Scotia

EXHIBIT "E"

Re: In the Matter of the CCAA of Blue Lobster Capital Limited et al. - Hfx No. 538745 - Motion Returnable July 7

From Darren O'Keefe <dokeefe@okeefesullivan.com>
Date Wed 2025-07-02 3:33 PM
To Kingston, Stephen <stephen.kingston@mcinnescooper.com>
Cc Megan Taylor <mtaylor@okeefesullivan.com>

Stephen:

We will note your response on the record.

As you know, in Insolvency matters it is expected that parties will work within expedited timelines. This also goes to good faith and due diligence.

We will accept this email as your clients refusal to answer the Interrogatories and to provide the documentation we requested to corroborate their expense claims. Your client filed an affidavit with a number of uncorroborated expense claims, and in the very least the backup information should have been attached to the affidavit.

We reserve the right to tender this email as evidence.

Regards,

Darren D. O'Keefe
Partner, Lawyer | O'Keefe & Sullivan
P 709 800 6536 | C 709 699 3002
E dokeefe@okeefesullivan.com

This email (including any attachments) is confidential and may contain solicitor client or other privileged information. It is intended only for the use of the addressee(s). If you have received this email in error, please notify the sender immediately, and delete all versions of this email and any attachments.

From: Kingston, Stephen <stephen.kingston@mcinnescooper.com>
Sent: July 2, 2025 3:29 PM
To: Darren O'Keefe <dokeefe@okeefesullivan.com>
Cc: Megan Taylor <mtaylor@okeefesullivan.com>
Subject: In the Matter of the CCAA of Blue Lobster Capital Limited et al. - Hfx No. 538745 - Motion Returnable July 7

Darren:

With respect, a party is not entitled to unilaterally impose filing deadlines which abrogate the timelines provided for in the Rules. The allowance of 20 days for a party to respond is intended to avoid a litigant being obliged to

respond to lengthy Interrogatories on the eve of a Hearing.

You had previously requested that Ms. Lynch be made available for cross-examination on her Affidavit, and we had confirmed that we would make the necessary arrangements. This remains the case.

Stephen.

Stephen Kingston

Partner

McInnes Cooper

tel +1 (902) 444 8569 | fax +1 (902) 425 6350

From: Darren O'Keefe <dokeefe@okeefesullivan.com>

Sent: Wednesday, July 2, 2025 12:29 PM

To: Kingston, Stephen <stephen.kingston@mcinnescooper.com>

Cc: Megan Taylor <mtaylor@okeefesullivan.com>

Subject: [EXTERNAL] Re: In the Matter of the CCAA of Blue Lobster Capital Limited et al. - Hfx No. 538745 - Motion Returnable July 7

Stephen,

There are no rules under the CCAA that govern pre-hearing examination, so we have to default to the *Civil Procedure Rules* and you are correct, there is nothing that changes the 20 day timeline.

I would say, however, that in the circumstances, if your client is unwilling to provide answers to these questions we will have to ask that her evidence be struck, particularly where it relies on uncorroborated information that has not been provided to us.

Please confirm if your client intends on answering these interrogatories and providing the information requested. If not, we may choose to seek directions from Justice Jamieson on the same.

We reserve the right to tender this email as evidence.

Darren O'Keefe
Partner | Lawyer
O'Keefe & Sullivan
P: 709 699 3002

On Jul 2, 2025, at 11:22 AM, Kingston, Stephen
<stephen.kingston@mcinnescooper.com> wrote:

Darren:

I refer to your attached Interrogatories.

The Interrogatories generally follow prescribed Form 19.05. I note, however, that the reference in the prescribed Form to the Recipient having 20 days in which to respond has been deleted – despite that time allowance also being specifically referenced in Rule 19 itself.

Was this inadvertent, or is it your position that the time for response as set out in the Rule and prescribed Form do not apply in this case?

If it is the latter, are you able to provide any authority for that position?

Stephen.

<image001.jpg>

Stephen Kingston

Partner

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asst Barbara Mattatall | +1 (902) 444 8582

From: Darren O'Keefe <dokeefe@okeefesullivan.com>

Sent: Tuesday, July 1, 2025 9:50 PM

To: Kingston, Stephen <stephen.kingston@mcinnescooper.com>

Cc: Megan Taylor <mtaylor@okeefesullivan.com>

Subject: Re: In the Matter of the CCAA of Blue Lobster Capital Limited et al. - Hfx No. 538745 - Motion Returnable July 7

Your attachments have been security checked by Mimecast Attachment Protection. Files where no threat or malware was detected are attached.

Stephen:

Please see the attached Interrogatories being provided to you as counsel for CBB and Lynch.

If you are not authorized to accept service of these please advise and we will have Ms. Lynch served in the morning.

I can have the signed original sent upstairs when I get in.

Regards,

Darren D. O'Keefe

Partner, Lawyer | O'Keefe & Sullivan

P 709 800 6536 | C 709 699 3002

E dokeefe@okeefesullivan.com

This email (including any attachments) is confidential and may contain solicitor client or other privileged information. It is intended only for the use of the addressee(s). If you have received this email in error, please notify the sender immediately, and delete all versions of this email and any attachments.

From: Kingston, Stephen <stephen.kingston@mcinnescooper.com>

Sent: June 30, 2025 5:13 PM

To: Darren O'Keefe <dokeefe@okeefesullivan.com>

Subject: RE: In the Matter of the CCAA of Blue Lobster Capital Limited et al. - Hfx No. 538745 - Motion Returnable July 7

Darren:

I take your message as an indication that you intend to cross-examine Ms. Lynch, and she will accordingly be made available for that purpose.

As regards the attachments – I again attach copies, and hopefully these work better for you.

Stephen Kingston

Partner

McInnes Cooper

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From: Darren O'Keefe <dokeefe@okeefesullivan.com>

Sent: Monday, June 30, 2025 4:37 PM

To: Kingston, Stephen <stephen.kingston@mcinnescooper.com>

Subject: [EXTERNAL] Re: In the Matter of the CCAA of Blue Lobster Capital Limited et al. - Hfx No. 538745 - Motion Returnable July 7

Mr. Kingston:

I cannot open the attachments you sent. Can you please resend them.

Also, can you please confirm your client will be available on 07 July 2025 for cross examination on her affidavit.

Regards,

Darren O'Keefe
Partner | Lawyer
O'Keefe & Sullivan
P: 709 699 3002

On Jun 30, 2025, at 5:00 PM, Kingston, Stephen
<stephen.kingston@mcinnescooper.com> wrote:

All:

We are counsel to Shannon Lynch in connection with this matter.

We attach copies of the following, which have been sent to the Court for filing in advance of the July 7 Motions:

1. Affidavit of Shannon Lynch, sworn on June 20, 2025; and
2. Pre-hearing memorandum.

Stephen Kingston.

<image002.jpg>

Stephen Kingston

Partner

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<mime-attachment>

<mime-attachment>

<Lynch Interrogatories [DELIVERED] 01 Jul 25.pdf>

This is Exhibit "F" to the affidavit of
Nina A. Rice sworn before me on the
02 day of Aug 20 25.



DARREN D. O'KEEFE
Barrister, Solicitor, Notary Public in the Provinces of
Newfoundland and Labrador and Nova Scotia

EXHIBIT "F"

O'KEEFE & SULLIVAN

BY EMAIL

RECONSTRUCT LLP

Royal Bank Plaza, South Tower, 200 Bay
Street, Suite 2305, P.O. Box 120, Toronto, ON
M5J 2J3

Attn: Sharon Kour

Email: skour@reconllp.ca

COX & PALMER

Nova Centre – South Tower
1500-1625 Grafton Street,
Halifax, NS B3J 0E8

Attn: Gavin MacDonald

Email: gmacdonald@coxandpalmer.com

02 July 2025

Ms. Kour:

**Re: In the Matter of the CCAA Proceedings of Blue Lobster Capital Limited, 3284906
Nova Scotia Limited, 3343533 Nova Scotia Limited and 4318682 Nova Scotia Limited
(the "Applicants")**

In response to your letter of 29 June 2025, please note our reply to the questions asked, in order:

1. Our clients do not have access to its Lender's records to determine the source of funds.
2. The Borrowers are the Applicants in the current CCAA Proceeding.
3. The Applicants have no knowledge of this.
4. The Applicants have no knowledge of this.
5. Our client is not aware of who participated in the SISP, and as such we have no knowledge of this.
6. This question is best answered by 427 NS.
7. This question will be answered upon disclosure of 427 NS's Summary Term Sheet.

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40 Main Street,
Corner Brook, NL, A2H 1C3
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Halifax, NS, B3J 3R7
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8. No assets will be sold as part of this transaction. There will be no share reorganization as part of the refinancing, but a share reorganization will likely occur afterwards.
9. The only contested claim is Beck Flavours Inc. in the amount of approximately \$385,000.00 USD.
10. The Applicants have a payment agreement with the Canada Revenue Agency ("**CRA**") providing for payment of its outstanding debt over a 24-month period. The Applicants also have an agreement with the Atlantic Canada Opportunities Agency ("**ACOA**") to continue payments as usual upon the issuance of an Order terminating the CCAA proceedings. CRA and ACOA are the only two creditors with deferred claims.
11. The Applicants are not aware of any documents that relate directly or indirectly to the Escrow Funds, other than the Escrow Agreement(s).
12. The Applicants are not under any obligation to provide copies of these agreements to the Monitor and are bound by confidentiality provisions which prevent them from doing so.
13. There is no other third-party financing to be provided to the Applicants other than through the Lenders who have made additional facilities available. There are also shareholders loans being advanced by the shareholders.
14. There are no changes contemplated with respect to the Applicants business.

The above answers are based on our direct communications and instructions from the Applicants and counsel has not undertaken any independent review of the Applicants records in providing these answers.

Our client intends on issuing Interrogatories to the Monitor in the next two days, and if these are answered satisfactorily, our client will consider withdrawing its request to cross examine the Monitor.

Regards,



DARREN D. O'KEEFE
dokeefe@okeefesullivan.com