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2024

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SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C., c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OR ARRANGEMENT OF SALTWIRE NETWORK INC., THE HALIFAX HERALD LIMITED, HEADLINE PROMOTIONAL PRODUCTS LIMITED, TITAN SECURITY & INVESTIGATION INC., BRACE CAPITAL LIMITED AND BRACE HOLDINGS LIMITED

BETWEEN:

Fiera Private Debt Fund III LP and Fiera Private Debt Fund V LP, each by their general partner, Fiera Private Debt GP Inc.

Applicants

-and-

Saltwire Network Inc., The Halifax Herald Limited, Headline Promotional Products Limited, Titan Security & Investigation Inc., Brace Capital Limited and Brace Holdings Limited

Respondents

VOLUME I of II

AFFIDAVIT OF RUSSELL FRENCH (affirmed March 8, 2024)

I make oath and give evidence as follows:

- 1. I am the Managing Director, Special Situations of Fiera Private Debt GP Inc. ("Fiera GP"), the general partner of Fiera Private Debt Fund III LP ("Fund III") and Fiera Private Debt Fund V LP ("Fund V" and together with Fund III, the "Lenders"). The Lenders are the senior secured creditors of the Companies (defined below). I have held this position with the Lenders since April 26, 2021.
2. I have personal knowledge of the evidence affirmed 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 personal knowledge, and I state my belief of the source.

4. This affidavit is affirmed in support of the application by the Lenders for an initial order pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") in respect of Saltwire Network Inc. ("**Saltwire**"), The Halifax Herald Limited ("**The Herald**"), Headline Promotional Products Limited ("**Headline**"), Titan Security & Investigation Inc. ("**Titan**"), Brace Capital Limited ("**Brace Capital**") and Brace Holdings Limited ("**Brace Holdings**" and collectively, the "**Companies**").

I. BACKGROUND

5. As set out in more detail below, each of The Herald and Saltwire (collectively, the "**Borrowers**") have outstanding credit facilities with Fund III (the "**Herald Credit Facility**") and Fund V (the "**Saltwire Credit Facility**" and with the Herald Credit Facility, the "**Credit Facilities**"). As of March 4, 2024, the outstanding amounts (exclusive of fees and interest, both of which continue to accrue) under the Credit Facilities totaled \$32,735,094 (plus \$588,772 of accrued and outstanding payment-in-kind ("**PIK**") interest) consisting of: (a) The Herald: \$8,236,551 (plus \$150,592 of PIK interest); and (b) Saltwire: \$24,498,543 (plus \$438,180 of PIK interest).

6. Each of the Companies is an obligor under the Credit Facilities and has granted certain security in respect of its obligations. The Companies have signed a consent (the "**Consent**") to the commencement by the Lenders of a receivership or creditor-led proceeding pursuant to the CCAA. A copy of the signed Consent is attached as Exhibit "A".

7. As discussed in more detail below, the Borrowers have been in default of their obligations under their respective Credit Agreements (defined below) for over five years, have made little progress on the repayment of principal under either of the Credit Facilities and have no path or

timeline for repayment of the Credit Facilities notwithstanding the patience of the Lenders, as evidenced by the forbearance arrangements extended by the Lenders to the Borrowers. In this regard, the Lenders have provided significant concessions to the Borrowers over the course of nine Forbearance Agreements (defined below) including, at various times, waiving strict compliance with certain covenants, permitting PIK interest for certain amounts, deferring significant principal payments since mid-2018 and providing multiple extensions to permit the Borrowers to sell or attempt to sell various real properties and pursue other strategic initiatives.

8. Since October 2023, the Borrowers, through their corporate finance advisor, FTI Capital Advisors-Canada ULC ("**FTI**"), have been conducting a Recapitalization Process (defined below). The Lenders agreed to provide the Borrowers until the end of January 2024 to deliver a letter of intent acceptable to the Lenders. The Borrowers did not receive any letters of intent before the end of January 2024, and the Forbearance Period under Amended Forbearance #8 (as both terms are defined below) expired.

9. In the past several months, the Borrowers have failed to (a) comply with their obligations under the applicable Forbearance Agreement (defined below), (b) provide timely, complete and comprehensible financial information to the Lenders' financial advisor, KSV Advisory Inc. ("**KSV Advisory**") or to respond on a timely basis (or at all) to KSV Advisory's questions regarding the financial information, and (c) cooperate or engage in meaningful discussions as to the Lenders' concerns about the Borrowers' business and credit position.

10. The Lenders have lost faith in senior management who have, over the course of the last several years, mismanaged the business, opted to divert pension funds withheld from employees, funded working capital with HST instead of remitting it, been uncooperative, provided no solution for the repayment of the Herald Credit Facility which matured in July 2022 and have no definitive plan that would provide for the repayment of the Saltwire Credit Facility. The concerns are further

evidenced by senior management's lack of cooperation with the Lenders regarding these proceedings, notwithstanding they previously consented to the Lenders to both a receivership or creditor-led CCAA proceedings.

11. The Forbearance Period has now expired. The Companies are insolvent, cannot pay their obligations as they come due and are in default of their obligations under the Credit Agreements. The Borrowers have outstanding HST liabilities of over \$7 million (which continue to accrue), The Herald recently had a court decision issued against it to pay over \$2.6 million in outstanding pension liabilities and, on March 5, 2024, Saltwire had a decision issued against it requiring it to post \$500,000 as security for costs in connection with certain litigation against Transcontinental (defined below).

12. As noted above, the Companies have provided a Consent to the Lenders for the Lenders to commence these proceedings.

13. It is crucial to the Lenders that the proposed monitor in this application, KSV Restructuring Inc. ("**KSV Restructuring**") and an affiliate of KSV Advisory, ("**KSV**") be appointed as monitor in any CCAA proceedings.

14. Until less than two weeks ago, the Companies were completely resistant to the suggestion of a restructuring proceeding. Very abruptly, on or about February 27, 2024, the Lenders were contacted by Mr. David Boyd of Resolve Advisory Services Ltd. ("**Resolve**") and a partner at a large financial advisory services firm to communicate, apparently on behalf of the Borrowers, that they now believed that CCAA proceedings were warranted and needed to be commenced imminently, but insisted that their proposed monitor be put forward as monitor and made other requests for the structure of a CCAA proceeding.

15. I was encouraged that there seemed to be consensus on a restructuring proceeding.

However, I communicated immediately that, while the Lenders were prepared to compromise on certain issues, others, were non-negotiable.

16. The Lenders remain the primary or only real economic stakeholder of the Borrowers and, given the Lender's history with senior management, as set out in its application, the Lenders require that KSV be the monitor. It was and remains the case that KSV is the financial advisory firm with the most familiarity of the Borrowers' business, economic circumstances and issues affecting the business, having been involved since October 2023.

17. I was hopeful that the Companies would engage in productive discussions to allow for these proceedings to be commenced in a cooperative manner that addresses the concerns of both sides. However, as discussed in more detail below, this has not occurred despite multiple attempts. On March 4, I received a "courtesy call" from Phil Clarke of Grant Thornton Inc. ("**GTI**"), who was retained over the weekend of March 2 and advised that the Companies were moving forward with their own CCAA application and proposing GTI as the Monitor. There were no further communications from the Borrowers until the Lenders' counsel, Norton Rose Fulbright Canada LLP ("**NRF**"), learned in the afternoon of March 5, 2024 that the Companies had requested a court hearing.

18. The Borrowers have continued to fail to provide on a timely basis any relevant and required information that one typically provides to a secured lender in advance of a CCAA proceeding. Importantly, the Borrowers only provided a first version of a cash flow to the Lenders in the evening of March 7 (the "**Company Proposed Cash Flow**"), which is drastically different from any previous cash flow information provided to the Lenders. As recently as this morning, the Borrowers did not attend our weekly operational update call, failing to even provide a courtesy email indicating they would not be attending. The Borrowers' conduct flies in the face of the patient support provided by the Lenders since the first Forbearance Agreement in 2018.

19. While GTI is a capable monitor, the Lenders are not supportive of this appointment in this situation. GTI was appointed less than a week ago and has no familiarity with this situation whereas KSV has been involved for several months. A clear example is illustrated by the fact that the Borrowers have used GTI's "recent engagement" as the stated reason for not providing a cash flow. Additionally, the Borrowers have already consented to a creditor-led CCAA, and the appointment of the Monitor is a critical aspect of that application.

20. The Lenders' CCAA application contemplates a CCAA proceeding that is largely consistent with the Nova Scotia model order but importantly provides for the appointment of Mr. David Boyd as Chief Restructuring Officer ("**CRO**") and KSV as monitor.

21. I believe these court appointments will provide much needed oversight over the business, use of funds and ongoing expenses, which in turn provides the Lenders with the confidence required to provide debtor-in-possession funding ("**DIP Financing**") for these proceedings. Additionally, the Lenders intend to seek approval of a sale and investment solicitation process ("**SISP**") which will be designed effectively as a continuation of the FTI-led Recapitalization Process that has been ongoing for several months and will have clear and firm deadlines for the submission of bids.

22. While it remains open to the Lenders to apply for the appointment of a receiver, the Lenders believe that it is for the benefit of all stakeholders, including the Companies, for proceedings under the CCAA to be commenced at this time so that the Recapitalization Process can continue as that represents the most likely avenue to result in a going concern transaction for the Borrowers' business and assets, which is a primary objective of these proceedings.

II. THE PARTIES

The Lenders

23. The Lenders, being Fund III and Fund V, are limited partnership funds which have invested in a diversified portfolio of private placed fixed rate loans to Canadian midmarket companies. The investors in Fund III and Fund V are primarily Canadian pension plans and life insurance companies. The Lenders are managed by Fiera Private Debt Inc. (“**Fiera Private Debt**”), an indirect subsidiary of Fiera Capital Corporation, an independent global asset management firm. As of December 31, 2023, Fiera Private Debt had over \$1.1 billion of assets under management.

The Companies

24. Each of the Companies are incorporated pursuant to the laws of Nova Scotia. Attached as Exhibits “B” through “G” hereto are corporate charts and corporate profiles for each of the Companies. Attached as Exhibits “H” through “P” hereto are copies of each of the Companies’ most recent financial statements.

25. All of the Companies are owned, indirectly by Mark Lever and Sarah Dennis, through their respective family trusts. Brace Capital is the direct shareholder of Titan and Headline. Brace Holdings is the direct shareholder of The Herald, Saltwire and Brace Capital.

26. The registered office for each of the Companies (other than The Herald) is 600-1741 Lower Water Street, Halifax, Nova Scotia, B3J 0J2. The registered office of The Herald is 2717 Joseph Howe Drive, Halifax, Nova Scotia, B3J 0J2. Mr. Lever and other members of senior management are all located in Halifax, Nova Scotia.

Management

27. Mr. Lever is the President and CEO of the Borrowers and has had day-to-day responsibility for the operations of the Borrowers for the time that the Lenders have had a

relationship with the Borrowers. Ms. Dennis is the President of Headline. Based on the corporate profiles, Mr. Lever and Ms. Dennis are the directors of each of The Herald, Saltwire, Headline, Brace Capital and Brace Holdings. Mr. Lever is the sole director of Titan. Mr. Lever is the spouse of Ms. Dennis.

28. In addition to Mr. Lever, the Borrowers are managed, on a day-to-day basis by Mr. Ian Scott, Chief Operating Officer. Mr. Chace Hynes is the Chief Financial Officer. I understand Mr. Scott to be a long-standing employee of the Borrowers. Mr. Hynes joined the Borrowers within the last two years.

III. THE BUSINESS

Saltwire and The Herald

29. The Borrowers own and operate the largest media and newspaper business in Atlantic Canada, with titles that include The Chronicle Herald, the Cape Breton Post, The Telegram (St. John's) and The Guardian (Charlottetown). The Borrowers offer print and online sources of news throughout the region.

30. The Borrowers are an important part of Atlantic Canada. The history of The Herald can be traced back to 1824.

31. As is discussed in more detail below, in 2017, the Companies acquired several publishing assets from Transcontinental (defined below), which significantly increased the number of the Companies' media outlets and for which Fund V provided acquisition financing through the Saltwire Credit Agreement. The Transcontinental acquisition led to significant allegations of misrepresentations and gross negligence. Litigation is ongoing between Saltwire and Transcontinental in this regard.

32. In recent years, Saltwire has commenced a new business platform called "Door Direct"

(the “**Door Direct Business**”). The Door Direct Business provides parcel delivery services throughout Atlantic Canada utilizing the Borrowers’ carrier network. The Door Direct Business is still in its early, development stages and has not to date generated any material revenue.

33. The assets of the Borrowers consist of personal property and equipment related to their businesses as well as four pieces of real property known as: (a) 311 Bluewater Road, Halifax, Nova Scotia (the “**Bluewater Property**”); (b) 36 Austin Street, St. John’s, Newfoundland (“**Austin Street**”); (c) 2 Second Street, Yarmouth, Nova Scotia (“**Second Street**”); and (d) 255 George Street, Sydney, Nova Scotia (“**George Street**” and collectively, the “**Real Property**”). The Lenders have registered mortgages against each Real Property.

Titan

34. In 2017, Brace Capital acquired Titan, a full services security and health care services company. I understand that the acquisition decision was made by Mr. Lever during a prolonged strike at The Herald by CWA Canada employees in order to provide security services during the strike.

35. Although certain administrative or support functions of Titan may have been integrated into the Borrowers since the acquisition, I understand Titan to be a standalone business that is largely unrelated to the business of the Borrowers.

Headline

36. Headline is a promotional products company that procures branded novelty and other products for corporate buyers. I understand this business to be immaterial within the operations of the Companies.

Brace Capital and Brace Holdings

37. To my knowledge, Brace Capital and Brace Holdings are holding companies.

Employees

38. To my knowledge, the Borrowers employ over 385 full and part time employees across Atlantic Canada. They are subject to at least nine collective agreements and maintain multiple registered pension plans and other benefits plans, including at least one defined contribution plan and one defined benefits plan.

IV. THE FIERA CREDIT FACILITIES

The Herald Credit Agreement

39. Pursuant to a credit agreement dated as of July 19, 2012 (the “**Original Herald Credit Agreement**”) by and among The Herald, as borrower, and G.W.D. Investments Limited (“**G.W.D.**”), Brace Capital, Bounty Print Limited (“**Bounty**”), Brace Properties Limited and Brace Publishing Limited, as guarantors, and Integrated Private Debt Fund III LP, by its general partner, Integrated Private Debt Fund GP Inc. (now Fund III and Fiera GP, respectively), Fund III agreed to establish certain term loan facilities in favour of The Herald. The original principal amount under the Original Herald Credit Agreement was \$18 million with an original maturity date of July 19, 2022. The outstanding principal was \$8,236,551 as of March 4, 2024.

40. The Original Herald Credit Agreement was subsequently amended on June 7, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018 (the “**Sixth Amendment**”) and May 14, 2018 (collectively, the “**Amendments**”), as well as pursuant to the Forbearance Agreements (defined below). The Original Herald Credit Agreement, the Amendments, and the Forbearance Agreements (to the extent they amend the Original Herald Agreement, as amended), are referred to as the “**Herald Credit Agreement**”).

41. Over the years, the obligors under the Herald Credit Agreement have undergone certain dispositions and reorganizations which have resulted in amendments and joinders to the Herald

Credit Agreement. Additionally, when the Lenders became aware in 2022 that Titan had been acquired in 2017, Titan was added as a guarantor. The current obligors under the Herald Credit Agreement are: (a) the Companies; (b) G.W.D.; (c) The Mark Lever Family Trust 2017 (the “**Lever Trust**”); and (d) the Sarah A. Dennis Family Trust 2009 (the “**Dennis Trust**”). To my knowledge, none of these entities have any active business activities although all of them hold shares in one or more of the Companies (or each other) and may hold intercompany debt claims. Ms. Dennis is also a personal obligor and has provided a limited recourse guarantee. No enforcement action against Ms. Dennis personally is being taken at this time.

The Saltwire Credit Agreement

42. Pursuant to a credit agreement dated as of April 12, 2017 (the “**Original Saltwire Credit Agreement**”) between Saltwire, as borrower, G.W.D., Bounty, Brace Capital, the Lever Trust, Ms. Dennis, the Dennis Trust, The Herald and Brace Holdings, as guarantors, and Integrated Private Debt Fund V LP, by its general partner, Integrated Private Debt Fund GP Inc. (now Fund V and Fiera GP, respectively), Fund V agreed to establish certain term loan facilities in favour of Saltwire. The original principal amount under the Original Saltwire Credit Agreement was \$31 million. The outstanding principal was \$24,498,543 as of March 4, 2024.

43. The purpose of the loan under the Original Saltwire Credit Agreement was to provide financing for the acquisition of several commercial printing and publishing businesses by Saltwire from Transcontinental Nova Scotia Media Group Inc. (“**TC Nova Scotia**”) and related companies (collectively, “**Transcontinental**”). As discussed below, TC Nova Scotia is the holder of a subordinated vendor take back note in the principal amount of approximately \$10 million in connection with the acquisition of the TC Nova Scotia assets.

44. The Original Saltwire Credit Agreement has been subsequently amended pursuant to the Forbearance Agreements. The Original Saltwire Credit Agreement, together with the

Forbearance Agreements (to the extent they amend the Original Saltwire Credit Agreement), are referred to collectively as the “**Saltwire Credit Agreement**” and together with the Herald Credit Agreement, the “**Credit Agreements**”).

45. The current obligors under the Saltwire Credit Agreement are the same as the obligors under the Herald Credit Agreement. Copies of the Credit Agreements (without schedules) are attached as Exhibit “Q-1” and “Q-2”.

The Guarantees and Security

46. The current Obligors under the Credit Agreements consist of: (a) the Companies; and (b) G.W.D. Investments Ltd., the Lever Trust, the Dennis Trust and Ms. Dennis (the “**Non-Debtor Obligors**” and together with the Companies, the “**Obligors**”).

47. A summary of the guarantees and security given by the Companies is as follows:

Entity Name	Obligations	Security
Saltwire	Borrower under the Saltwire Credit Agreement Guarantor under the Herald Credit Agreement	<ul style="list-style-type: none"> • General Security Agreement • Collateral mortgage in respect of Austin Street, Second Street and George Street • Trademark Security Agreement
The Herald	Borrower under the Herald Credit Agreement Guarantor under the Saltwire Credit Agreement	<ul style="list-style-type: none"> • General Security Agreement • Collateral Mortgage in respect of Bluewater • Trademark Security Agreement
Headline	Guarantor under the Credit Agreements	<ul style="list-style-type: none"> • General Security Agreement • Trademark Security Agreement
Titan	Guarantor under the Credit Agreements	<ul style="list-style-type: none"> • General Security Agreement
Brace Capital	Guarantor under the Credit Agreements	<ul style="list-style-type: none"> • General Security Agreement • Pledge of Shares • Trademark Security Agreement

Brace Holdings	Guarantor under the Credit Agreements	• Pledge of Shares
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48. Each of the Non-Debtor Obligors has provided guarantees of the obligations of the Borrowers under their respective Credit Agreement, as well as a pledge of shares of those other Obligors in which they hold securities as collateral for those obligations (the “**Pledged Securities**”). Recourse against the Non-Debtor Obligors is limited to the Pledged Securities.

49. A full summary of the debt, guarantee and security held by the Lenders in respect of their Credit Agreements is attached as Exhibit “R” hereto. Copies of the guarantee and security documents have not been attached due to volume, but can be made available upon request.

The Forbearance Agreements

50. The Obligors and the Lenders have entered into nine Forbearance Agreements dated back to February 28 2019, as follows:

- (a) Original forbearance agreement dated as of February 28, 2019 (“**Original Forbearance**”);
- (b) Amended and Restated Forbearance Agreement dated as of October 2, 2019 (“**Amended Forbearance #1**”);
- (c) Second Amended and Restated Forbearance Agreement dated as of May 19, 2020 (“**Amended Forbearance #2**”);
- (d) Third Amended and Restated Forbearance Agreement dated as of November 2, 2020 (“**Amended Forbearance #3**”);
- (e) Fourth Amended and Restated Forbearance Agreement dated as of May 3, 2021

(“Amended Forbearance #4”);

- (f) Fifth Amended and Restated Forbearance Agreement dated as of November 12, 2021 (**“Amended Forbearance #5”**);
- (g) Sixth Amended and Restated Forbearance Agreement dated as of dated as of August 9, 2022 (together with amending agreements No. 1 and No. 2, **“Amended Forbearance #6”**);
- (h) Seventh Amended and Restated Agreement dated as of January 5, 2023, as amended by amending letter dated as of June 29, 2023 (**“Amended Forbearance #7”**);
- (i) Eighth Amended and Restated Forbearance Agreement dated as of October 27, 2023 (**“Amended Forbearance #8”** and collectively with the Original Forbearance and Amended Forbearances #1-7, collectively, the **“Forbearance Agreements”**).

Copies of the Forbearance Agreements are attached as Exhibits “S” through “AA” hereto. The Forbearance Agreements have been partially redacted to redact compensation information for Mr. Lever and Ms. Dennis.

51. Pursuant to the Forbearance Agreements, among other things:

- (a) The Companies acknowledged: (i) the amounts outstanding under the Credit Agreements; (ii) that they were in default of their obligations under the Credit Agreements; and (iii) that the security held by the Lenders was valid and enforceable;
- (b) The Companies waived any defences and claims against the Lenders in connection with the exercise of the Lenders’ rights and remedies under the

Forbearance Agreements, the Credit Agreements and the security;

- (c) The Lenders agreed to forbear against enforcement for specific periods of time (most recently up to January 31, 2024);
- (d) Pursuant to Amended Forbearances #6 and #7, the Companies consented to the appointment of a receiver or receiver and manager over all of the property, assets and undertaking and agreed to provide full cooperation and assistance to the Lenders in the enforcement of their remedies; and
- (e) In connection with Amended Forbearance #8, the Companies signed the Consent, consenting to, among other things, a creditor-led CCAA proceeding, which Consent is now released pursuant to the terms of Amended Forbearance #8.

52. The Companies have failed to comply with several of their obligations under the Forbearance Agreements, which are discussed in greater detail below.

Demand Letters and NITES

53. The Lenders originally sent demand letters and notices of intention to enforce security (“NITES”) pursuant to Section 244 of the *Bankruptcy and Insolvency Act* (“BIA”) in connection with Amended Forbearance #6 (the “**Original Demands**”).

54. In connection with Amended Forbearance #8, the Lenders sent refreshed demand letters along with refreshed NITES to all of the Obligors (the “**Refreshed Demands and NITES**”). Copies of the Refreshed Demands and NITES are attached as Exhibit “BB” hereto.

55. Additionally, in connection with Amended Forbearance #8, each of the Obligors provided a signed Consent whereby they consented to the enforcement by the Lenders of their security including, the appointment of a receiver or the commencement of creditor-led proceedings

pursuant to the CCAA (attached as Exhibit "A"). The Consent was held in escrow by NRF, the Lenders' lawyers, and could be used and relied upon by the Lenders at any point after the expiration of the Forbearance Period.

V. OTHER DEBT OBLIGATIONS

Transcontinental

56. As set out above, the loan provided to Saltwire by Fund V was to provide acquisition financing for the purchase by Saltwire of several of Transcontinental's commercial printing and publishing businesses across Atlantic Canada. Pursuant to the terms of the acquisition, Saltwire issued to Transcontinental a vendor take back note (the "**VTB Note**") in the amount of approximately \$10 million pursuant to which Saltwire was to pay the amounts owing under the VTB Note in three annual installments on the first, second and third anniversaries of the closing date of the transaction.

57. To my knowledge, no payments were ever made on account of the VTB Note. The Borrowers' most recent annual financial statements, reviewed by KPMG LLP, state that the VTB Note is an unsecured obligation of Saltwire.

58. In connection with the VTB Note, Transcontinental entered into a subordination agreement dated as of April 12, 2017 (the "**TC Subordination Agreement**") with the Lenders, pursuant to which the parties agreed, among other things, that the amounts owing to it under the VTB Note were fully subordinated and subject to the right of prior payment of all indebtedness and liability of Saltwire and The Herald to the Lenders, whether currently existing or thereafter incurred. A copy of the TC Subordination Agreement is attached as Exhibit "CC" hereto.

59. In 2019, Saltwire commenced litigation against Transcontinental, alleging, among other things, that Transcontinental (i) had overstated its revenues and made other misrepresentations

in connection with the acquisition, (ii) was grossly negligent in carrying out its duties under the transition services agreement and (iii) failed to complete certain environmental undertakings. In response, Transcontinental issued a counterclaim against Saltwire.

60. On January 24, 2024, the Court heard a motion for security for costs brought by Transcontinental. The motion was opposed by Saltwire on the basis of affidavit evidence (the “**Affidavit Evidence**”) it filed which, among other things, implies that Saltwire was solvent and in compliance with the terms of its forbearance agreement. On March 5, 2024, the Court issued its decision granting Transcontinental’s motion and Saltwire was ordered to pay \$500,000 as security for costs no later than April 30, 2024. A copy of the Affidavit Evidence and the Court’s decision is attached as Exhibit “DD” hereto.

Canada Revenue Agency

61. Both Saltwire and The Herald have significant liabilities to the Canada Revenue Agency (“**CRA**”) in respect of collected and unremitted HST. According to information provided by the CRA as of January 2, 2024, the outstanding balances owing in respect of HST are: (a) Saltwire: \$2,340,392; and (b) The Herald: \$4,715,654. This is prior to of any refundable tax credits available pursuant to the *Canadian Journalism Labour Tax Credit* program and for which the Borrowers may have accrued on their balance sheets.

62. Based on personal property registry searches conducted in Nova Scotia, CRA has outstanding PPSA registrations against: (a) Saltwire, registered on December 5, 2019; (b) The Herald, registered on January 10, 2020.

Pension Liabilities

63. The Companies maintain a series of pension and benefits plans including, one defined benefit plan (the “**Herald DB Plan**”) and a defined contribution plan (the “**Saltwire DC Plan**”).

The most recent actuarial valuation report prepared by Eckler dated August 2022 (the “**DB Plan Valuation Report**”) states that the Herald DB Plan had 426 active employees and retiree members of The Herald as of December 31, 2022. The Borrowers have advised that approximately 164 Saltwire employees and retirees who participate in the Saltwire DC Plan.

64. Based on the DB Plan Valuation Report, upon a wind up, the Herald DB Plan has a significant solvency deficiency of approximately \$7 million. Additionally, on February 8, 2024, the Supreme Court of Nova Scotia (the “**Court**”) issued a decision (the “**Pension Decision**”) upholding a decision by the Nova Scotia Labour Board, confirming that The Herald was liable for significant outstanding special payments that it had not made in 2018 and 2019 of over \$2.6 million. In the Court’s decision, Justice Norton notes: (a) not only did The Herald not make the special payments, opting instead to use the funds to “pivot to digital operations”; (b) it lied to its employees, telling them that it was in fact making those payments. Attached as Exhibit EE hereto is a copy of the Pension Decision.

65. On January 9, 2024, the trustee of the CWA/ITU Pension Plan, which I understand to be a multi-employer pension plan for the benefit of employees associated with one or more of the unions with whom the Borrowers have a collective agreement, filed a notice of application against The Herald, alleging that The Herald failed to make several payments under the CWA/ITU Pension Plan that it had withheld from its employees (and presumably used instead for other expenses) and requesting payment of \$70,000. The Herald has advised that this payment was subsequently made.

66. The Borrowers have, at other times, withheld funds from its employees in respect of their pensions but failed to remit those amounts – instead using the employees monies to fund the Borrowers’ operations in part evidenced in note 3 of the Company Proposed Cash Flow which indicates arrears owing of over \$465,000 in respect of pension and benefit contributions.

Equipment Leases

67. Based on the personal property searches conducted against the Companies in Nova Scotia, Newfoundland, Prince Edward Island and New Brunswick, it also appears that the Companies lease several vehicles and certain office equipment. Copies of the PPSA searches conducted are attached as Exhibit “FF” hereto.

Other Liabilities

68. I understand that the Pre-Filing Report (defined below) will contain additional information with respect to other liabilities of the Companies (to the extent known).

VI. DEFAULTS AND EVENTS LEADING UP TO THIS APPLICATION

Defaults

69. Even prior to the entering into of the Original Forbearance Agreement, various defaults had been committed by the Borrowers dating back to December 2017.

70. The Companies have been in default of several of their obligations under the Credit Agreements and the Forbearance Agreements for the past five years. Certain of the more material Events of Default can be summarized as follows:

- (a) Failure or inability to repay any principal amounts owing to the Lenders. In this regard, from May 2018 to September 2020, the Lenders consented to the deferral of principal payments, and the only payment received was on the sale of assets related to Bounty in January 2020. From October 2022, the Lenders again consented to the deferral of principal payments, and the only payments received were on the sale of a real property located on Columbus Drive in St. John’s, Newfoundland in December 2023 and the reimbursement of Sarah Dennis’ remuneration overpayment (which was an immaterial amount). In summary, over

the last five years, the Borrowers have only made approximately 1/3 of their regular monthly principal payments. Cumulatively, since inception of the loans, the principal payments totaling more than \$26 million have been deferred;

- (b) Failure to pay the minimum prepayment set out in the Amended Forbearance #5, the Amended Forbearance #6 and the Amended Forbearance #7;
- (c) Failure to remit HST, on a timely basis, resulting in a significant HST obligation, now totaling over \$7 million;
- (d) Failure to remit, on a timely basis, employee obligations that are deducted from employees' pay cheques, including pension amounts;
- (e) Failure to remit, on a timely basis, payments to employee benefit providers;
- (f) Paying compensation to certain members of senior management in excess of the prescribed limits;
- (g) Acquiring a corporation, namely Titan, without the knowledge or prior consent of the Lenders (as set out above the Lenders only learned of the acquisition in 2022 through the CSO);
- (h) Failure to complete a sale of Austin Street, George Street and the Bluewater Property as required under the Amended Forbearance #6;
- (i) Failure to provide information requested on a timely basis, or at all;
- (j) Failure to engage with their Lenders on a prompt and responsible manner;
- (k) Failure to provide required reporting since January 2024; and

- (l) Failure to maintain their trailing twelve-month EBITDA of not less than \$5 million.

71. In addition to the above, the Companies have been unable to execute on the many “strategic initiatives” that they have proposed under the Forbearance Agreements. The Borrowers’ initiatives have largely focused on attracting new investors or buyers and the listing of various real property owned by the Companies and subject to the Lenders’ security. Mr. Lever has met with or had discussions with various parties; however, those discussions were never successful nor did they ever proceed beyond preliminary stages. To date, three of the four of the Companies’ remaining Real Properties are listed for sale but not sold. The Herald has been unwilling to list the Bluewater Property despite the obligation to do so.

72. In connection with Amended Forbearance #6, in August 2022, the Borrowers agreed to retain Mr. David Boyd as a “chief strategy officer” (“**CSO**”) to assist with, among other things the Borrowers’ strategic initiatives. Also under the Amended Forbearance #6, the Lenders, at their option, were entitled to cause the Borrowers to retain an “operational consultant”. From August 2022 to October 2023, no progress was made on the Borrowers’ strategic initiatives. Although the Lenders subsequently requested that the Borrowers retain the occupational consultant that the Lenders’ proposed, the Borrowers objected and refused to cooperate with that request.

Amended Forbearance #8

73. Amended Forbearance #7 expired in July 2023. At that time, the Borrowers had been unable to attract any potential investors or partners and required access to a corporate finance team to solicit interest in their business. The Borrowers were also continuing to actively resist listing the Bluewater Property for sale. Further, while initially agreeing to a process for the sale of Titan the Borrowers change their minds at the last minute, despite the fact that it remained largely a standalone business, and the Lenders expressed their desire that these assets be marketed for sale. By this time, the Lenders had largely lost confidence in management and, specifically, Mr.

Lever. Mr. Lever, however, continued to resist any changes in management and delayed negotiating further terms of forbearance.

74. Ultimately, in October 2023, certain terms on the next Forbearance Agreement were agreed to. The Lenders agreed that Mr. Lever could retain his position as President and CEO for the Forbearance Period while the Borrowers undertook a renewed recapitalization process (the “**Recapitalization Process**”), which was to be conducted by FTI. I was hopeful that FTI would be successful in attracting a potential investor or buyer for The Herald and Saltwire. Amended Forbearance #8 provided that at least one letter of intent (“**LOI**”) acceptable to the Lenders had to be received by the expiration of the forbearance period, being January 31, 2024 (the “**Forbearance Period**”). Two other crucial terms of Amended Forbearance #8 were:

- (a) the acknowledgement by the Companies that the Lenders had retained KSV Advisory as their financial advisor and the Companies’ agreement that they would cooperate with KSV Advisory and provide information requested by them; and
- (b) the signed Consent, which was to be held in escrow by NRF pending the expiration of the Forbearance Period.

75. The Consent was particularly crucial given the accommodations being provided by the Lenders for the additional time and to allow Mr. Lever to remain in his position. The Consent meant that upon the expiration of Amended Forbearance #8 or a termination event thereunder, the Lenders could commence enforcement proceedings with the consent of the Companies as opposed to incurring the significant cost of potentially contested proceedings. The contemplated enforcement proceedings included a creditor-led CCAA proceeding.

The Expiration of the Forbearance Period

76. Throughout November, December and January, I participated in weekly calls with FTI to

receive updates on the Recapitalization Process.

77. During that time, the Borrowers were already in default of various of their obligations under Amended Forbearance #8. On December 15, 2023, the Lenders sent a default notice (the “**Default Notice**”) to the Companies. Although the Companies replied on December 20, 2023 disputing various of the defaults, they provided no further evidence to substantiate their disagreements. Ultimately, as we did not see the point in continuing a “back and forth letter writing campaign”, the Lenders sent a short reply on December 21, 2023. Copies of the Default Notice and subsequent replies are attached as Exhibit “GG” hereto.

78. By the expiration of the Forbearance Period, no LOIs had been received.

79. Instead, the Borrowers requested an additional extension to continue the Recapitalization Process.

80. While the Lenders were prepared to provide the Borrowers with some additional time for FTI to continue the Recapitalization Process, the Lenders’ view was that there needed to be a resolution one way or the other at the end of that period and that a road map was required to resolve the present situation. The Lenders thus proposed that any extension of the Forbearance Period was contingent upon the Borrowers agreeing to cooperate with the planning of and preparation for a creditor-led CCAA proceeding (to which the Borrowers had previously consented pursuant to the Consent).

81. On February 12, 2024, NRF provided a proposed draft ninth amended and restated forbearance agreement (“**Proposed Forbearance #9**”) to counsel for the Companies, which outlined the proposed forbearance extension, as well as a roadmap for the planning and preparation of CCAA proceedings at the end of the process. As of the date of Proposed Forbearance #9, no LOI at all had been submitted in the Recapitalization Process.

82. Over the following days, there was further discussion during which time, Mr. Lever remained resistant to the prospect of a CCAA filing (notwithstanding his prior consent), as well as to several other proposed terms in the Proposed Forbearance #9 (several of which were not new terms and had been agreed upon in prior Forbearance Agreements), which led to a further revised version of Proposed Forbearance #9 being sent by NRF to the Borrowers on February 15, 2024.

83. The Borrowers provided no response to the February 15 draft of the Proposed Forbearance #9 for a week. On February 22, 2024, the Borrower's counsel, Sadira Jan of Stewart McKelvey provided a formal response indicating the Companies were not prepared to sign the Proposed Forbearance #9 and indicated that further concessions were required by the Lenders including in respect of certain reserves and fees (which had been previously agreed upon in earlier Forbearance Agreements). A copy of Ms. Jan's email is attached as Exhibit "HH" hereto.

84. This response was deeply disappointing, unacceptable and inconsistent with the prior agreements and arrangements to which the Borrowers had previously agreed. On the evening of February 22, 2024, FTI also provided a proposed draft and highly conditional LOI from an interested party (the "**Draft LOI**"). Given the proposed continuation of the Recapitalization Process, details with respect to the Draft LOI cannot be disclosed. However, the Draft LOI, as it was presented, was not acceptable to the Lenders without significant further investigation and work. As presently contemplated, the Draft LOI does not provide a framework for an acceptable transaction.

85. On February 26, 2024, Jennifer Stam of NRF, responded to Ms. Jan's email on behalf the Lenders with a request to the Borrowers to reconsider their position. As of the date of this Affidavit, no formal response has been provided to Ms. Stam's email. Instead, through a series of calls and other communications, advisors for the Borrowers communicated with me directly and indicated that the Borrowers had determined that CCAA proceedings were indeed warranted, but

they objected to a number of the proposals by the Lenders and, namely (a) whether the proceedings would be “debtor-led” or “lender-led” and (b) KSV as the proposed monitor. The Borrowers also proposed that Mr. David Boyd would act as the CRO in the proceedings. For the first time, the Companies also indicated that they required funding immediately and thus required a filing in the very short term. This was a surprise to me as none of the previous cash flow information provided to the Lenders and KSV projected an imminent cash crisis. In fact, the closing cash balanced reflected in the updated weekly cash flow forecast provided by Mr. Hynes to the Lenders on March 4, 2024 indicates the Borrowers do not require any additional financing through to May 24, 2024. Copies of the March 4 weekly cash flow and cover email are attached as Exhibit “II” hereto.

86. I, along with NRF, attempted to make progress on the terms proposed by the Companies. Although the Lenders were prepared to consider certain of their proposals, including the appointment of Mr. Boyd as CRO, the Lenders were not and are not prepared to consent to a proceeding in which KSV is not appointed as the Court-appointed monitor given the significant experience KSV has gained since being retained, including dealing with FTI concerning the Recapitalization Process and its oversight of the Borrowers’ financial situation and reporting (which is complicated). The Lenders were also not prepared to agree to a proceeding in which Mr. Lever remained in full control of the Business without significant operational oversight by, at the very least, the CRO, if not also the Monitor.

87. After a number of communications, we were advised that the Borrowers would provide their position by March 1, 2024. Despite our multiple attempts to engage and communicate with the Borrowers’ advisors and their legal counsel, no response or position was communicated until March 4, when Mr. Clarke of GTI advised me that the Borrowers’ intended to proceed with a “debtor-led” CCAA proceeding with GTI as the proposed monitor.

88. The Lenders believe this matter needs to move forward into a filing so that imminently required DIP Financing can be provided, the endless delay and lack of response is resolved and there is a Court supervised process pursuant to which stakeholders may seek the relief they require. There have been only minimal and mostly informal discussions that have taken place between myself and Mr. Boyd. Earlier this week, the Lenders were advised, indirectly through communication with GTI, that the Companies also intended to proceed with a CCAA application. Other than the most basic communications on schedule, there has been virtually no attempt by the Companies to settle any of the remaining issues, provide cooperation or coordinate in any meaningful way.

89. Perhaps most fundamentally, the Lenders have continued to request cash flow information to assess the Companies' view of their liquidity position. No information was provided until, on the evening of March 7, a draft was provided for the first time. The Company Proposed Cash Flow is significantly different from any prior cash flow information provided and it has been impossible for the Lenders and KSV to fully assess it and its underlying assumptions in less than 24 hours. The Pre-Filing Report (defined below) includes initial comments and observations with respect to the Company Proposed Cash Flow and KSV's intentions with respect to reconciliation if appointed as Monitor.

VII. FINANCIAL POSITION OF THE COMPANIES

90. I understand that KSV, in its capacity as the proposed monitor, will be filing a pre-filing report (the "**Pre-Filing Report**") which outlines the financial position of the Borrowers, as well as additional information regarding the other Companies, whose businesses are relatively *de minimis* compared to the Borrowers. Each of the Companies has provided a full guarantee of all of the obligations under the Credit Facilities and cannot repay such amounts.

VIII. NEED FOR INSOLVENCY PROCEEDINGS

91. The financial position of the Borrowers has been deteriorating for several years – this is due in part to the clear and very widely acknowledged distressed state of the media and publishing industry. In fact, there have been several recent media insolvency filings, including Metroland Media Group Ltd. and Black Press Ltd.

92. However, the causes of the Companies' financial difficulties stem far beyond industry or regional challenges, and, absent a restructuring, I do not believe there will be any viable solution for the Companies.

93. The Companies are insolvent. They have outstanding obligations well over the \$5 million minimum requirement. The Companies require a formal insolvency proceeding so that an orderly and formal SISP may be conducted for their businesses and assets.

94. For the purposes of the this Application, the Lenders have agreed to make \$500,000 of interim financing available, which accords with the Companies' own indication of financing required for the first 10 days of these proceedings. To my knowledge, the Companies have no other potential source of interim financing committed. The Lenders are not prepared to provide this funding unless its application (and not the Companies) is successful including the appointment of its proposed monitor (KSV). The Lenders are not prepared to consent to any proposed priming interim financing if proposed by the Companies.

IX. REQUESTED RELIEF – PROPOSED INITIAL ORDER

95. As a result of the above, the Lenders are requesting a proposed initial order (the "**Proposed Initial Order**") for the below relief.

Stay of Proceedings

96. The Lenders are requesting a stay of proceedings (the "**Stay**") in respect of the Companies and their property up to and including a date that is not more than 10 days from the

date of the Proposed Initial Order. The granting of the Stay will provide the Companies, their businesses, the CRO and the Monitor with a stabilized environment to pursue one or more transactions in the Recapitalization Process.

Appointment of Monitor

97. KSV has consented to act as the Court-appointed Monitor (in such capacity, the “**Proposed Monitor**”) in these CCAA proceedings, subject to Court approval. As discussed above, KSV was retained as the Lenders’ financial advisor in October 2023. The KSV engagement letter expressly provides that if it is appointed as court officer in any proceeding, its engagement with the Lenders terminates immediately prior to its appointment.

98. Since it was retained, KSV has become familiar with the Companies and their businesses. KSV has prepared the Pre-Filing Report.

99. KSV is a trustee within the meaning of section 2 of the BIA. I am advised by Bobby Kofman, President of KSV, that the Pre-Filing Report will set out additional information regarding the proposed proceeding and their qualifications, including confirmation that KSV is not restricted from acting as Monitor as a result of section 11.7(2) of the CCAA.

100. KSV is based in Toronto, Ontario. However, it has experience in most provinces across Canada spanning many industries. The Lenders have confidence that KSV has the qualifications and expertise to act as the court-appointed monitor in these proceedings and that they will complement the regional experience and expertise that Mr. Boyd provides, in his role as CRO.

Appointment of CRO

101. As set out above, the Borrowers previously proposed Mr. David Boyd, a representative of Resolved Advisory Services Ltd., as CRO. As set out above, Mr. Boyd was previously appointed as CSO of the Companies and was in that role from August 2022 and is familiar with

the Borrowers and their businesses. I am also familiar with Mr. Boyd and know him to be an experienced restructuring professional in the Atlantic Provinces. The Lenders are supportive of Mr. Boyd's appointment as CRO. A copy of the proposed CRO engagement letter is attached as Exhibit "JJ" hereto. Mr. Boyd has indicated he is prepared to act as CRO if appointed pursuant to the Lenders' application.

Directors and Officers

102. During the restructuring process, the Lenders anticipate that the assistance of certain of the directors and officers of the Companies may continue to be required. I am aware that in most CCAA proceedings, it is customary to request an indemnity and charge in favour of the directors (the "**Directors' Charge**") for obligations to them for acting in such capacity that arise post-filing given that, in certain circumstances, directors can be held liable for certain obligations of a company owing to employees and government entities.

103. The Proposed Initial Order contemplates the establishment of the Directors' Charge in the amount of \$1.075 million to protect the directors and officers against obligations and liabilities they may incur as directors and officers of the Companies after the commencement of the CCAA proceedings, except to the extent that the obligation or liability is incurred as a result of the directors' or officers' gross negligence or willful misconduct. The Directors' Charge was calculated by KSV with reference to (a) the payroll and withholding obligations of the Companies; and (b) vacation pay. It may be necessary to revisit the amount of the Directors' Charge at the Comeback Hearing. KSV will determine this, if appointed Monitor.

104. I understand that Brace Holdings maintains certain directors and officers' insurance that may cover the liabilities of its subsidiaries, including the Companies. The Directors' Charge would only apply to the extent that coverage was not available. However, if the insurance was insufficient to cover any liabilities, the Companies are unlikely to have sufficient funds available to satisfy any

contractual indemnities to the directors or officers should the directors or officers need to call upon those indemnities.

105. I understand that the Proposed Monitor has considered the proposed amount of the Directors' Charge and is supportive of the same.

Interim Financing

106. Based on the Company Proposed Cash Flow, it appears that the Companies will require interim financing ("**DIP Financing**") to finance working capital and restructuring costs in these CCAA proceedings. As set out above and in the Pre-Filing Report, upon its appointment, the Proposed Monitor intends to immediately engage with the Companies and the CRO to assess the Company Proposed Cash Flow, which contains material differences from all previous cash flow information provided by the Companies including as it relates to assumptions around revenue. .

107. Notwithstanding the uncertainty around the Proposed Company Cash Flow, the Lenders are prepared to provide DIP Financing to the Companies in these CCAA proceedings. As an initial advance, the Lenders are prepared to immediately enter into a DIP term sheet ("**Proposed Interim Financing Term Sheet**") substantially in the form attached as Exhibit "KK" to provide up to \$500,000 of funding on the terms set out therein.

108. The material terms of the Proposed Interim Financing Term Sheet are as follows:

	<u>Description</u>
Borrowers	The Halifax Herald Limited and Saltwire Network Inc.
Lender	Headline Promotional Products Limited, Titan Security & Investigation Inc., Brace Capital Limited and Brace Holdings Limited
DIP Facility	A senior secured super-priority, interim, non-revolving multiple draw credit facility (the " Interim Facility ") up to a maximum

	Description
	principal amount of \$500,000.
Permitted Uses	To fund: (a) certain restructuring costs; (b) the Commitment Fee (c) operating costs in accordance with the Budget
Interest	8.00%
Fees	Commitment fee of \$5,000 (1.00%)
Costs and Expenses	Fees of the DIP Lender as outlined in the Interim Financing Term Sheet including related legal fees.
Security	Super Priority Interim Financing Charge, subject to the Administration Charge and any valid and enforceable purchase money security interests or true leases for equipment leased from third parties who have not received notice of the application.
Maturity	The earlier of: (a) demand upon the occurrence of an Event of Default; (b) date of termination of the stay or conversion of the CCAA proceedings to bankruptcy or receivership; (c) date on which substantially all of the collateral has been sold; and (d) 6 months
Conditions Precedent to the Initial Advance and Subsequent Advances	Conditions precedent to the Initial Advance include customary conditions for interim financing facilities, including approval of the Proposed Interim Financing Term Sheet, granting of the Initial Order and no outstanding Event of Default (defined below). Conditions precedent to advances after March 22, 2024 include the granting of an amended and restated initial order (“ ARIO ”).
Events of Default	Events of default include events of default customary for DIP facilities and including: (a) failure to pay any amounts owing under the Interim Financing Term Sheet;

	<u>Description</u>
	<p>(b) the Borrowers deviate from the Budget (other than a permitted variance); and</p> <p>(c) the seeking or support by the Borrowers of any Court order (in the CCAA proceedings or otherwise) to which the Interim Lender, in its sole discretion, does not consent, including, without limitation any proposed CRO other than Resolve and any proposed Monitor other than KSV.</p>

109. The DIP Financing is contingent, among other things, upon the granting of a priority charge over the assets, property and undertaking of the Companies in favour of the Lenders, which will rank subordinate to the Administration Charge but in priority to the Directors' Charge.

110. The maximum amount being proposed under the Proposed Interim Financing Term Sheet is \$500,000. Although I expect that the amount of DIP Financing required for these proceedings will increase, given the lack of cooperation from the Companies with respect to cash flow, this initial amount is being proposed primarily as a "stop-gap" measure for any immediate funding prior to the Comeback.

Administration Charge

111. The Lenders are proposing an administration charge (the "**Administration Charge**") in the initial maximum amount of \$300,000 to be granted over the Companies' property to secure payment of the fees and expenses of the Monitor, its counsel, the Lenders' counsel and the CRO. The Lenders have not included any provision for the fees of counsel for the Companies or protection for such fees pursuant to the Administration Charge given, among other things, the fact that it appears that the majority of the current fees relate to bringing a competing CCAA application which is contrary to the Consent provided by the Companies, and the Lenders do not believe that such fees should be funded by their collateral. However, the Lenders recognize that there may

be a productive and accretive role for the Companies' counsel to play in this restructuring and are prepared to consider amendments to accommodate for a reasonable amount of such fees in connection with the Comeback Hearing.

112. The expertise and participation of the proposed beneficiaries of the Administration Charge are crucial to the completion of these proceedings.

113. The Lenders and the Proposed Monitor are of the view that the amount of the Administration Charge is reasonable and appropriate as the professional fees have either received no or nominal retainers and they anticipate incurring fees during the initial ten-day period of the CCAA proceedings.

Priority of Proposed Charges

114. The proposed ranking of the Court-ordered charges as amongst themselves (the "**Charges**") is as follows:

- (a) First, the Administration Charge (up to a maximum of \$300,000);
- (b) Second, the DIP Lender's Charge; and
- (c) Third, the Directors' Charge (up to a maximum of \$1.075 million).

115. The proposed Charges shall constitute super-priority charges ranking in priority to all other existing liens, encumbrances, charges or security interests on any of the assets, property or undertaking of the Companies other than those parties that have equipment financing or equipment leases with the Companies and who have not been provided notice of the Application.

116. Based on the PPSA searches conducted by the Lenders (and previously attached as Exhibit "FF"), in addition to the Lenders, the following parties have PPSA registrations against one or more of the Companies:

- (a) The Toronto-Dominion Bank (“**TD**”);
- (b) De Lage Landen Financial Services Canada Inc.;
- (c) CISCO Systems Capital Corporation;
- (d) Wells Fargo Equipment Finance Company;
- (e) LBEL Inc.;
- (f) The Queen in Right of Canada as Represented by the Minister of National Revenue
Nova Scotia Tax Services Office (“**CRA**”);
- (g) Xerox Canada Ltd.;
- (h) Hyundai Capital Lease Inc.;
- (i) Kia Finance; and
- (j) The Bank of Nova Scotia.

117. The credit facilities with TD were repaid a number of years ago. To my knowledge, TD has no outstanding debt. The remainder of the PPSA registrations (with the exception of CRA) appear to relate to specific equipment leases or equipment financing. The obligations owing to CRA are discussed above. I understand that CRA has been or will be given notice of this application.

Anticipated Relief on Comeback

118. In the event that the Proposed Initial Order is granted, the Lenders propose to return to this Court for a comeback motion (the “**Comeback Hearing**”) on or before March 22, 2024.

119. At the Comeback Hearing, the Lenders intend to seek the Court’s approval of, among

other things, an amended and restated initial order and charging order which may include, among other things:

- (a) An extension of the Stay;
- (b) An increase in the Administration Charge;
- (c) Amendments to the Directors' Charge;
- (d) Amendments to the DIP Facility;
- (e) An enhancement to the CRO's and Monitor's powers and authorizations; and
- (f) Approval of a sale investment and solicitation process ("**SISP**") to be conducted by FTI.

X. CONCLUSION

120. For the reasons set out above, I believe that the granting of the commencement of the CCAA proceedings and the granting of the Proposed Initial Order is in the best interest of the Companies and their stakeholders generally. I affirm this affidavit in support of this Application and for no other improper purpose.

AFFIRMED by Russell French at the City of Toronto, in the Province of Ontario, before me on March 8, 2024.

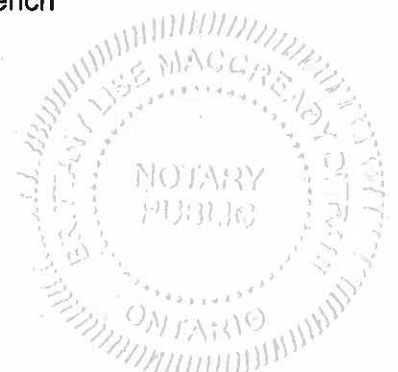
Brittany DiTrani
Brittany DiTrani

Commissioner for Taking Affidavits
(or as may be)

Brittany DiTrani
Barrister
LSO#: 87538K

Russell French

Russell French



Form 39.09

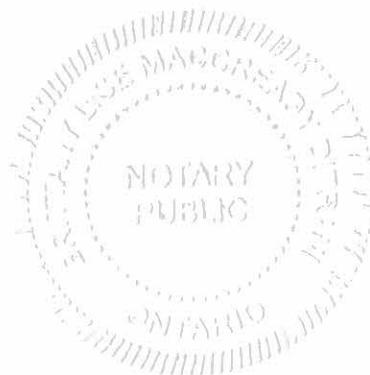
Exhibit Stamp

Hfx No.

This is Exhibit "A" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



SCHEDULE "B"
ENFORCEMENT CONSENT


TO: FIERA PRIVATE DEBT FUND III LP, by its sole general partner FIERA PRIVATE DEBT FUND GP INC. ("Fund III") and FIERA PRIVATE DEBT FUND V LP, by its sole general partner FIERA PRIVATE DEBT FUND GP INC. ("Fund V" and together with Fund III, the "Lenders")

AND TO: their solicitors, Norton Rose Fulbright Canada LLP


THE HALIFAX HERALD LIMITED, SALTWIRE NETWORK INC., G.W.D. INVESTMENTS LIMITED, BRACE CAPITAL LIMITED, BRACE HOLDINGS LIMITED, HEADLINE PROMOTIONAL PRODUCTS LIMITED, THE MARK LEVER FAMILY TRUST 2017, TITAN SECURITY & INVESTIGATION INC., SARAH A. DENNIS FAMILY TRUST 2009 and SARAH DENNIS hereby consent to: (i) the immediate appointment by the Lender of a private receiver or receiver and manager in respect of the Debtors' assets, property and undertaking and any and all of the Debtors' books and records (collectively, the **Assets**); (ii) the immediate appointment by Court Order of an interim receiver, receiver or receiver and manager of the Assets pursuant to subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act* and any applicable provincial legislation; and/or (iii) the commencement of creditor-led proceedings pursuant to the *Companies' Creditors Arrangement Act*.

DATED as of the day of , 2023.

THE HALIFAX HERALD LIMITED

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO


SALTWIRE NETWORK INC.

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

G.W.D. INVESTMENTS LIMITED

Per: 
Name: Sarah Dennis

BRACE CAPITAL LIMITED

Per: 
Name: MARK LEVER


Title:

HEADLINE PROMOTIONAL PRODUCTS LIMITED


Per: 
Name: MARK LEVER
Title:

Title:

BRACE HOLDINGS LIMITED


Per: 
Name: MARK LEVER
Title:

SARAH A. DENNIS FAMILY TRUST (2009)

Per: 
Name:
Title: Trustee

THE MARK LEVER FAMILY TRUST (2017)

Per: 
Name: MARK LEVER
Title: Trustee

WITNESS: 
Name: TIM SCOTT


SARAH A. DENNIS

TITAN SECURITY & INVESTIGATION INC.

Per: 

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "B" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



Profile Report

Entity details

Information as of	04 March 2024
Registry ID	3306133
Business/Organization Name	SALTWIRE NETWORK INC.
Incorporation Date	22 March 2017
Annual Return due Date	31 March 2024
Type	Limited Company
Status	Active
Registered Office	600-1741 LOWER WATER STREET, HALIFAX, NOVA SCOTIA, B3J 0J2, CANADA
Mailing Address	P.O. BOX 997, HALIFAX, NOVA SCOTIA, B3J 2X2, CANADA

Directors and Officers

Name	Position	Civic Address	Mailing Address
MARK LEVER	Director	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 4E5 CANADA	
MARK LEVER	President	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 4E5 CANADA	
SARAH DENNIS	Director	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 4E5 CANADA	
SARAH DENNIS	SECRETARY	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 4E5 CANADA	

Recognized Agent

Name	Position	Civic Address	Mailing Address
LAWRENCE J. STORDY	Recognized Agent	600-1741 LOWER WATER STREET HALIFAX NOVA SCOTIA B3J 0J2 CANADA	P.O. BOX 997 HALIFAX NOVA SCOTIA B3J 2X2 CANADA

Activity

Activity	Date
Company Annual Renewal Statement	17 April 2023
Company Annual Renewal Statement	21 March 2022
Company Annual Renewal Statement	12 May 2021
Filed Document	11 March 2020
Special Resolution	11 March 2020
Annual Statement Filed	06 March 2020
Annual Renewal	06 March 2020
Annual Renewal	16 April 2019
Annual Statement Filed	15 April 2019
Annual Statement Filed	01 March 2018
Annual Renewal	01 March 2018
Change of Directors	24 March 2017
Appoint an Agent	24 March 2017
Address Change	24 March 2017
Special Resolution	22 March 2017
Change of Directors	22 March 2017
Incorporated and Registered	22 March 2017

Related Registrations

Relationship	Name
Business Name	TRURO DAILY NEWS PUBLICATIONS
Business Name	TRI-COUNTY EXTRA PUBLISHING
Business Name	THE YARMOUTH COUNTY VANGUARD
Business Name	THE SHELBURNE COUNTY COAST GUARD
Business Name	THE QUEENS COUNTY ADVANCE
Business Name	THE NEWS (PICTOU COUNTY'S DAILY NEWSPAPER)
Business Name	TRI-COUNTY VANGUARD PUBLISHING
Business Name	THE KINGS COUNTY REGISTER
Business Name	THE KINGS COUNTY ADVERTISER
Business Name	THE HANTS JOURNAL
Business Name	THE DIGBY COURIER
Business Name	THE CITIZEN RECORD PUBLICATIONS
Business Name	THE ANNAPOLIS VALLEY REGISTER PUBLICATIONS
Business Name	THE ANNAPOLIS COUNTY SPECTATOR
Business Name	GOBAG FLYER SERVICES
Business Name	COLCHESTER WEEKLY NEWS PUBLICATIONS
Business Name	CAPE BRETON POST
Business Name	CAPE BRETON COMMUNITY POST PUBLICATIONS
Business Name	AMHERST NEWS PUBLICATIONS
Business Name	VALLEY JOURNAL ADVERTISER PUBLICATIONS
Business Name	THE BURNSIDE NEWS PUBLISHING

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "C" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



Profile Report

Entity details

Information as of	04 March 2024
Registry ID	1003940
Business/Organization Name	THE HALIFAX HERALD LIMITED
Incorporation Date	30 December 1942
Annual Return due Date	31 December 2024
Type	Limited Company
Status	Active
Registered Office	2717 JOSEPH HOWE DRIVE, HALIFAX, NOVA SCOTIA, B3J 2T2, CANADA
Mailing Address	2717 JOSEPH HOWE DRIVE, HALIFAX, NOVA SCOTIA, B3J 2T2, CANADA

Directors and Officers

Name	Position	Civic Address	Mailing Address
IAN SCOTT	COO, EXEC. VP, OPS & CORP SECRETARY	2717 JOSEPH HOWE DRIVE HALIFAX NOVA SCOTIA B3J 2T2 CANADA	
MARK LEVER	Director	2717 JOSEPH HOWE DRIVE HALIFAX NOVA SCOTIA B3J 2T2 CANADA	
MARK LEVER	PRESIDENT & CHIEF EXECUTIVE OFFICER	2717 JOSEPH HOWE DRIVE HALIFAX NOVA SCOTIA B3J 2T2 CANADA	
SARAH A. DENNIS	Director	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 4E5 CANADA	
SARAH A. DENNIS	CHAIRMAN & PUBLISHER	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 4E5 CANADA	

Recognized Agent

Name	Position	Civic Address	Mailing Address
LAWRENCE J. STORDY	Recognized Agent	600-1741 LOWER WATER STREET HALIFAX NOVA SCOTIA B3J 0J2 CANADA	P.O. BOX 997 HALIFAX NOVA SCOTIA B3J 2X2 CANADA

Activity

Activity	Date
Company Annual Renewal Statement	12 December 2023
Company Annual Renewal Statement	18 January 2023
Company Annual Renewal Statement	30 December 2021
Annual Renewal	17 November 2020
Annual Statement Filed	17 November 2020
Filed Document	11 March 2020
Special Resolution	11 March 2020
Annual Renewal	03 December 2019
Annual Statement Filed	03 December 2019
Change of Directors	05 January 2018
Annual Statement Filed	05 December 2017
Annual Renewal	05 December 2017
Annual Renewal	04 December 2017
Annual Statement Filed	04 December 2017
Annual Renewal	06 December 2016
Annual Statement Filed	06 December 2016
Annual Renewal	18 December 2015
Annual Statement Filed	18 December 2015
Change of Directors	21 September 2015
Address Change	24 July 2015
Annual Renewal	08 December 2014
Annual Statement Filed	08 December 2014
Change of Directors	07 November 2014
Change of Directors	10 July 2014
Annual Renewal	04 December 2013
Annual Statement Filed	04 December 2013
Change of Directors	02 January 2013
Annual Renewal	28 December 2012
Annual Statement Filed	28 December 2012
Change of Directors	23 August 2012
Appoint an Agent	13 August 2012
Change of Directors	20 July 2012



Registry of Joint Stock Companies

Special Resolution	19 July 2012
Special Resolution	19 July 2012
Special Resolution	19 July 2012
Change of Directors	19 July 2012
Change of Directors	02 April 2012
Annual Statement Filed	07 December 2011
Annual Renewal	07 December 2011
Annual Renewal	15 December 2010
Annual Statement Filed	15 December 2010
Annual Statement Filed	16 March 2010
Annual Statement Filed	04 January 2010
Annual Statement Filed	15 December 2009
Annual Renewal	15 December 2009
Annual Statement Filed	14 October 2009
Annual Renewal	20 November 2008
Annual Statement Filed	20 November 2008
Annual Renewal	31 December 2007
Annual Statement Filed	27 December 2007
Annual Renewal	06 December 2006
Annual Renewal	19 December 2005
Annual Renewal	15 December 2004
Annual Statement Filed	15 December 2004
Annual Renewal	03 December 2003
Annual Statement Filed	03 December 2003
Annual Renewal	03 January 2003
Annual Statement Filed	03 January 2003
Annual Renewal	18 December 2001
Annual Statement Filed	18 December 2001
Change of Directors	15 December 2000
Annual Renewal	05 December 2000
Annual Statement Filed	04 December 2000
Appoint an Agent	27 September 2000
Annual Renewal	21 December 1999
Annual Statement Filed	21 December 1999



Registry of Joint Stock Companies

Annual Renewal	29 December 1998
Annual Statement Filed	24 December 1998
Annual Renewal	16 December 1997
Annual Statement Filed	15 December 1997
Annual Renewal	30 January 1997
Annual Statement Filed	30 January 1997
Annual Statement Filed	30 January 1997
Annual Report Filed	05 December 1995
Change of Directors	22 February 1995
Special Resolution	11 December 1991
Agent Filed	24 December 1990
Court Order Filed	13 December 1966
Registered	11 January 1943
Registered Office Change	11 January 1943
Incorporated	30 December 1942

Related Registrations

Relationship	Name
Business Name	DARTMOUTH EXPRESS
Business Name	THE LEADER
Business Name	ATLANTIC LEADER
Business Name	THE CHRONICLE-HERALD AND MAIL-STAR SPORTSWEEK
Business Name	THE CHRONICLE HERALD & MAIL STAR
Business Name	THE NOVASCOTIAN
Business Name	SENIOR SCHOOL PROFILE
Business Name	THE HERALD LINE
Business Name	THE SUNDAY HERALD
Business Name	THE MAYFLOWER
Business Name	HEADLINE PROMOTIONAL PRODUCTS
Business Name	THE WEEKLY NEWS HALIFAX WEST PUBLICATIONS
Business Name	THE WEEKLY NEWS BEDFORD-SACKVILLE PUBLICATIONS
Business Name	THE WEEKLY NEWS DARTMOUTH-COLE HARBOUR PUBLICATIONS
Business Name	CAPE BRETON STAR PUBLISHING
Business Name	SOUTH SHORE BREAKER PUBLISHING

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "D" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.

Signature



Profile Report

Entity details

Information as of	04 March 2024
Registry ID	3311960
Business/Organization Name	HEADLINE PROMOTIONAL PRODUCTS LIMITED
Incorporation Date	26 October 2017
Annual Return due Date	31 October 2024
Type	Limited Company
Status	Active
Registered Office	600-1741 LOWER WATER STREET, HALIFAX, NOVA SCOTIA, B3J 0J2, CANADA
Mailing Address	PO BOX 997, HALIFAX, NOVA SCOTIA, B3J 2X2, CANADA

Directors and Officers

Name	Position	Civic Address	Mailing Address
MARK LEVER	Director	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 3E5 CANADA	
MARK LEVER	CHAIRMAN	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 3E5 CANADA	
SARAH DENNIS	Director	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 3E5 CANADA	
SARAH DENNIS	President, Secretary	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 3E5 CANADA	

Recognized Agent

Name	Position	Civic Address	Mailing Address
LAWRENCE J. STORDY	Recognized Agent	600-1741 LOWER WATER STREET HALIFAX NOVA SCOTIA B3J 0J2 CANADA	PO BOX 997 HALIFAX NOVA SCOTIA B3J 2X2 CANADA

Activity

Activity	Date
Company Annual Renewal Statement	06 October 2023
Company Annual Renewal Statement	16 November 2022
Company Annual Renewal Statement	14 October 2021
Annual Renewal	02 October 2020
Annual Statement Filed	02 October 2020
Filed Document	11 March 2020
Special Resolution	11 March 2020
Annual Renewal	07 October 2019
Annual Statement Filed	07 October 2019
Annual Renewal	06 November 2018
Annual Statement Filed	06 November 2018
Change of Directors	27 October 2017
Special Resolution	26 October 2017
Appoint an Agent	26 October 2017
Address Change	26 October 2017
Change of Directors	26 October 2017
Incorporated and Registered	26 October 2017

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Hfx No.

This is Exhibit "E" referred to in the affidavit of
Russell French, sworn to before me on March
8, 2024.



Signature



Profile Report

Entity details

Information as of	04 March 2024
Registry ID	3300121
Business/Organization Name	TITAN SECURITY & INVESTIGATION INC.
Incorporation Date	11 July 2016
Annual Return due Date	31 July 2024
Type	Limited Company
Status	Active
Registered Office	600-1741 LOWER WATER STREET, HALIFAX, NOVA SCOTIA, B3J 0J2, CANADA
Mailing Address	600-1741 LOWER WATER STREET, HALIFAX, NOVA SCOTIA, B3J 0J2, CANADA

Directors and Officers

Name	Position	Civic Address	Mailing Address
MARK LEVER	Director	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 3E5 CANADA	
MARK LEVER	President	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 3E5 CANADA	

Recognized Agent

Name	Position	Civic Address	Mailing Address
LAWRENCE J. STORDY	Recognized Agent	600-1741 LOWER WATER STREET HALIFAX NOVA SCOTIA B3J 0J2 CANADA	PO BOX 997 HALIFAX NOVA SCOTIA B3J 2X2 CANADA

Activity

Activity	Date
Company Annual Renewal Statement	03 July 2023
Company Annual Renewal Statement	18 July 2022
Company Change of Directors and Officers	25 January 2022
Company Annual Renewal Statement	23 August 2021
Change of Directors	09 December 2020
Annual Renewal	25 August 2020
Annual Statement Filed	25 August 2020
Change of Directors	05 June 2020
Change of Directors	28 January 2020
Annual Renewal	04 July 2019
Annual Statement Filed	04 July 2019
Change of Directors	22 January 2019
Annual Renewal	13 June 2018
Annual Statement Filed	13 June 2018
Change of Directors	05 January 2018
Appoint an Agent	03 January 2018
Change of Directors	03 January 2018
Reinstated	13 September 2017
Revoke for Non-Payment	07 September 2017
Revoked for Non-Payment	07 September 2017
Change of Directors	24 January 2017
Change of Directors	18 August 2016
Incorporated and Registered	11 July 2016
Address Change	11 July 2016
Appoint an Agent	11 July 2016
Change of Directors	11 July 2016
Special Resolution	11 July 2016

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Hfx No.

This is Exhibit "F" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



Profile Report

Entity details

Information as of	04 March 2024
Registry ID	3275057
Business/Organization Name	BRACE HOLDINGS LIMITED
Incorporation Date	12 September 2013
Annual Return due Date	30 September 2024
Type	Limited Company
Status	Active
Registered Office	600 - 1741 LOWER WATER STREET, HALIFAX, NOVA SCOTIA, B3J 0J2, CANADA
Mailing Address	P.O. BOX 997, HALIFAX, NOVA SCOTIA, B3J 2X2, CANADA
Name History	HALIFAX HERALD HOLDINGS LIMITED 12 September 2013 24 March 2017

Directors and Officers

Name	Position	Civic Address	Mailing Address
MARK LEVER	Director	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 4E5 CANADA	
MARK LEVER	President, Secretary	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 4E5 CANADA	
SARAH A. DENNIS	Director	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 4E5 CANADA	
SARAH A. DENNIS	CHAIR & PUBLISHER	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 4E5 CANADA	

Recognized Agent

Name	Position	Civic Address	Mailing Address
LAWRENCE J. STORDY	Recognized Agent	600-1741 LOWER WATER STREET HALIFAX NOVA SCOTIA B3J 0J2 CANADA	P.O. BOX 997 HALIFAX NOVA SCOTIA B3J 2X2 CANADA

Activity

Activity	Date
Company Annual Renewal Statement	21 September 2023
Company Annual Renewal Statement	13 September 2022
Company Annual Renewal Statement	02 September 2021
Annual Renewal	08 October 2020
Annual Statement Filed	08 October 2020
Annual Renewal	10 September 2019
Annual Statement Filed	10 September 2019
Annual Renewal	13 September 2018
Annual Statement Filed	13 September 2018
Annual Renewal	01 September 2017
Annual Statement Filed	01 September 2017
Filed Document	16 May 2017
Special Resolution	11 April 2017
Special Resolution	11 April 2017
Change of Directors	11 April 2017
Filed Name Change	24 March 2017
Annual Renewal	02 September 2016
Annual Statement Filed	02 September 2016
Annual Renewal	02 September 2015
Annual Statement Filed	02 September 2015
Annual Renewal	04 September 2014
Annual Statement Filed	04 September 2014
Special Resolution	17 September 2013
Address Change	16 September 2013
Change of Directors	16 September 2013
Appoint an Agent	16 September 2013
Change of Directors	12 September 2013
Incorporated and Registered	12 September 2013

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Hfx No.

This is Exhibit "G" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



Profile Report

Entity details

Information as of	04 March 2024
Registry ID	3306513
Business/Organization Name	BRACE CAPITAL LIMITED
Incorporation Date	01 April 2017
Annual Return due Date	30 April 2024
Type	Limited Company
Status	Active
Registered Office	600 - 1741 LOWER WATER STREET, HALIFAX, NOVA SCOTIA, B3J 0J2, CANADA
Mailing Address	PO BOX 997, HALIFAX, NOVA SCOTIA, B3J 2X2, CANADA

Directors and Officers

Name	Position	Civic Address	Mailing Address
MARK LEVER	Director	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 3E5 CANADA	
MARK LEVER	CHAIRMAN	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 3E5 CANADA	
SARAH A. DENNIS	Director	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 3E5 CANADA	
SARAH A. DENNIS	President, Secretary	1910 BLOOMINGDALE TERRACE HALIFAX NOVA SCOTIA B3H 3E5 CANADA	

Recognized Agent

Name	Position	Civic Address	Mailing Address
LAWRENCE J. STORDY	Recognized Agent	600 - 1741 LOWER WATER STREET HALIFAX NOVA SCOTIA B3J 0J2 CANADA	P.O. BOX 997 HALIFAX NOVA SCOTIA B3J 2X2 CANADA

Activity

Activity	Date
Company Annual Renewal Statement	05 April 2023
Company Annual Renewal Statement	13 May 2022
Company Annual Renewal Statement	28 June 2021
Annual Renewal	19 May 2020
Annual Statement Filed	19 May 2020
Filed Document	11 March 2020
Special Resolution	11 March 2020
Annual Renewal	09 April 2019
Annual Statement Filed	09 April 2019
Annual Renewal	27 March 2018
Annual Statement Filed	27 March 2018
Special Resolution	16 May 2017
Date of Filing Amalgamation	01 April 2017
Address Change	31 March 2017
Appoint an Agent	31 March 2017
Change of Directors	31 March 2017

Related Registrations

Relationship	Name
Amalgamated From	BRACE CAPITAL LTD.
Amalgamated From	BRACE PROPERTIES LIMITED
Amalgamated From	BRACE PUBLISHING LIMITED
Business Name	THE CASKET PUBLISHING

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "H" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



Financial Statements of

**SALTWIRE NETWORK
INC.**

Period ended December 31, 2022

SALTWIRE NETWORK INC.

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KPMG LLP
Purdy's Wharf Tower One
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Canada
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INDEPENDENT PRACTITIONER'S REVIEW ENGAGEMENT REPORT

To the Board of Directors of SaltWire Network Inc.

We have reviewed the accompanying financial statements of SaltWire Network Inc., which comprise the balance sheet as at December 31, 2022, the statement of operations and deficit and statement of cash flows for the period then ended, and notes, comprising a summary of significant accounting policies and other explanatory information (Herein referred to as 'financial statements').

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.



Page 2

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of SaltWire Network Inc. as at December 31, 2022, and its results of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

Emphasis of Matter

We draw attention to Note 1(a) in the financial statements which indicates that SaltWire Network Inc has breached a financial covenant for long-term debt for which a waiver could not be obtained and has incurred a loss of \$4,160,732 during the period. These conditions, along with other matters as set forth in Note 1(a) in the financial statements, indicate the existence of a material uncertainty that may cast significant doubt about SaltWire Network Inc's ability to continue as a going concern. Our conclusion is not modified in respect of this matter.

KPMG LLP

Chartered Professional Accountants

Halifax, Canada

October 31, 2023

SALTWIRE NETWORK INC.

Balance Sheet

December 31, 2022 and January 1, 2022

	December 31, 2022	January 1, 2022
Assets		
Current assets:		
Cash	\$ 953,979	\$ 1,583,102
Accounts receivable (note 2)	8,613,246	8,001,426
Investments and marketable securities	-	1,500,000
Due from related parties (note 3)	1,031,938	355,117
Inventory	226,426	161,639
Prepaid expenses	188,258	138,160
	11,013,847	11,739,444
Due from shareholder	1,000	1,000
Property, plant and equipment (note 4)	7,465,415	8,213,262
Intangible assets (note 4)	241,600	-
	\$ 18,721,862	\$ 19,953,706

Liabilities and Shareholder's Deficiency

Current liabilities:		
Accounts payable and accrued liabilities (note 5)	\$ 7,379,393	\$ 3,335,254
Advance payments	1,248,909	1,368,724
Current portion of long-term debt (note 6)	35,881,840	10,490,394
Current portion of due to related parties (note 3)	9,760	1,396
	44,519,902	15,195,768
Long-term debt (note 6)	-	26,971,517
Due to related parties (note 3)	11,676,074	11,099,803
	11,676,074	38,071,320
	56,195,976	53,267,088
Shareholder's deficiency:		
Share capital (note 7)	1,000	1,000
Deficit	(37,475,114)	(33,314,382)
	(37,474,114)	(33,313,382)

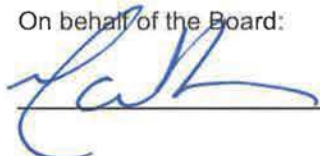
Going concern (note 1(a))

Commitments (note 8)

\$ 18,721,862	\$ 19,953,706
---------------	---------------

See accompanying notes to financial statements.

On behalf of the Board:



Director



Director

SALTWIRE NETWORK INC.

Statement of Operations and Deficit

Period ended December 31, 2022 and with comparative information for January 1, 2022

	December 31, 2022	January 1, 2022
Revenue	\$ 40,899,541	\$ 43,242,202
Expenses:		
Advertising and promotion	1,049,031	675,643
Bad debts (recovered)	(25,043)	(117,224)
Content	1,612,429	1,376,247
Journalism labour tax credit	(950,000)	(936,903)
Newsprint, other paper, plates, ink	7,824,370	7,672,168
Office and general	3,101,073	3,354,579
Packaging and delivery	12,891,186	13,477,347
Premises	1,345,729	1,611,452
Service contracts and professional fees	1,721,094	1,670,206
Wages and benefits (note 10)	13,434,023	12,500,646
	42,003,892	41,284,161
(Loss) earnings before the undernoted items	(1,104,351)	1,958,041
Other expenses (income):		
Amortization	787,692	1,511,504
Amortization of deferred charges	32,500	32,500
Gain on sale of property, plant and equipment	-	(4,500)
Interest on long-term debt	1,774,904	1,985,317
Termination costs	461,285	321,631
	3,056,381	3,846,452
Loss	(4,160,732)	(1,888,411)
Deficit, beginning of period	(33,314,382)	(31,425,971)
Deficit, end of period	\$ (37,475,114)	\$ (33,314,382)

See accompanying notes to financial statements.

SALTWIRE NETWORK INC.

Statement of Cash Flows

Period ended December 31, 2022 and with comparative information for January 1, 2022

	December 31, 2022	January 1, 2022
Cash provided by (used in):		
Operations:		
Loss	\$ (4,160,732)	\$ (1,888,411)
Items not involving cash:		
Amortization of finance fees	32,500	32,500
Amortization	787,692	773,851
Amortization of intangible assets	-	737,653
Accrued interest on loan	77,210	-
	(3,263,330)	(344,407)
Changes in non-cash operating working capital:		
Increase in accounts receivable	(611,820)	(378,587)
(Increase) decrease in inventory	(64,787)	25,736
(Increase) decrease in prepaid expenses	(50,098)	39,773
Increase (decrease) in accounts payable and accrued liabilities	4,044,139	(1,714,361)
Increase in advance payments	(119,815)	(67,777)
	(65,711)	(2,439,623)
Financing:		
Receipts from related parties	(92,186)	3,729,057
Repayment of long-term debt	(1,689,781)	(2,207,151)
Repayment of lease	-	(8,816)
	(1,781,967)	1,513,090
Investing:		
Investments and marketable securities	1,500,000	1,000,000
Acquisition of property, plant and equipment	(39,845)	(377,471)
Acquisition of intangible assets	(241,600)	-
	1,218,555	622,529
Decrease in cash	(629,123)	(304,004)
Cash, beginning of period	1,583,102	1,887,106
Cash, end of period	\$ 953,979	\$ 1,583,102

See accompanying notes to financial statements.

SALTWIRE NETWORK INC.

Notes to Financial Statements

Period ended December 31, 2022 and January 1, 2022

Nature of operations:

SaltWire Network Inc. (the "Company") was incorporated under the laws of the Province of Nova Scotia on March 22, 2017. It operates an integrated media company with operations in Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland & Labrador.

The Company has a floating fiscal year-end for financial reporting purposes. The fiscal year for the Company will be the 52 or 53 weeks ending the closest Saturday to December 31. Fiscal 2022 was a 52-week fiscal year and fiscal 2021 was a 52-week fiscal year.

1. Significant accounting policies:

Basis of accounting

The financial statements were prepared in accordance with Canadian accounting standards for private enterprises and include the following significant accounting policies:

(a) Going concern:

These financial statements have been prepared on the basis of accounting principles applicable to a going concern. However, there is significant doubt about the appropriateness of the use of the going concern assumption because the Company experienced losses and negative cash flows in the current year and has a shareholders' deficiency. Also, the Company is in violation of certain restrictive covenants under its banking agreement, has sustained losses and has a working capital deficiency.

The ability of the Company to continue as a going concern and realize its assets and discharge its liabilities in the normal course of business is dependent upon the continued support from its shareholders and bankers and on its ability to restore and maintain profitable operations in the future. Management is of the opinion that sufficient working capital will be obtained from future cash flows to meet the Company's liabilities and commitments as they become payable and is presently in the process of obtaining additional financing. The ability to continue profitable operations in the future depends upon the successful completion of financing arrangements.

These financial statements do not reflect adjustments that would be necessary if the going concern assumption were not appropriate. If the going concern basis was not appropriate for these financial statements, then adjustments would be necessary to the carrying amount of assets, the reported revenue and expenses, and the balance sheet classifications used to reflect these on a liquidation basis which could differ from accounting principles applicable to a going concern.

SALTWIRE NETWORK INC.

Notes to Financial Statements (continued)

Period ended December 31, 2022 and January 1, 2022

1. Significant accounting policies (continued):

(b) Cash and cash equivalents:

Cash consists of cash on hand, bank balances and bank overdrafts that fluctuate held with financial institutions.

(c) Inventory:

Inventory, consisting of paper, ink, production supplies, consumables and merchandise, is valued at the lower of cost and net realizable value, measured using the specific identification method.

(d) Property, plant and equipment:

Property, plant and equipment are stated at cost, less accumulated amortization. Amortization is provided using the declining balance method and following annual rates:

Asset	Rate
Buildings	5%-10%
Leaseholds	20%
Vehicles	30%
Computer equipment	30%-100%
Plant and equipment - press, inserter	5%-10%

One half year's amortization is taken in the year of acquisition.

(e) Impairment of long-lived assets:

Long-lived assets are tested for impairment whenever events or changes in circumstances indicate that their carrying value may not be recoverable. An impairment loss is recognized when the carrying amount of the asset exceeds the sum of the undiscounted cash flows resulting from its use and eventual disposition. The impairment loss is measured as the amount by which the carrying amount of the long-lived asset exceeds its fair value.

(f) Intangible assets:

Intangible asset is accounted for at cost. Intangible assets except for those not subject to amortization are amortized using the straight-line method over three years.

SALTWIRE NETWORK INC.

Notes to Financial Statements (continued)

Period ended December 31, 2022 and January 1, 2022

1. Significant accounting policies (continued):

(g) Revenue recognition:

Advertising revenue is recognized in the period the advertising is delivered through multiple platforms, when the price is fixed or determinable and when collection is reasonably assured.

Inserts, circulation, distribution, printing and merchandise revenues are recognized when delivered to the customer, the price is fixed or determinable and when collection is reasonably assured.

(h) Initial measurement:

The Company initially measures its financial assets and financial liabilities at fair value.

The Company subsequently measures all its financial assets and financial liabilities at amortized cost.

Financial assets measured at amortized cost include cash, accounts receivable and investments in and amounts due from related parties.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities, long-term debt and amounts due to related parties.

(i) Impairment:

Financial assets measured at cost are tested for impairment when there are indicators of impairment. The amount of any write-down is recognized in net earnings. Any previously recognized impairment loss may be reversed to the extent of the improvement, directly or by adjusting the allowance account, provided it is no greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of a reversal is recognized in net earnings.

SALTWIRE NETWORK INC.

Notes to Financial Statements (continued)

Period ended December 31, 2022 and January 1, 2022

1. Significant accounting policies (continued):

(j) Finance fees:

Finance fees are capitalized in the period in which they are incurred and are amortized on a straight-line basis over the term of the agreement.

(k) Government assistance:

Government assistance is recorded in the financial statements when there is reasonable assurance that the Company has complied with, and will continue to comply with, all conditions necessary to obtain the assistance.

The Company periodically applies for financial assistance under available government incentive programs. Government assistance relating to capital expenditures is reflected as a reduction of the cost of such assets. Government assistance relating to wage subsidy, rent subsidy etc is recorded as a reduction of current year's expenses when the related expenditures are incurred.

(l) Income taxes:

The Company provides for future income taxes by using the asset and liability method. Under this method, future income tax assets and liabilities are computed for temporary differences between the carrying value and tax bases for assets and liabilities and the benefit of tax losses available to be carried forward to reduce taxable income in future years that are likely to be realized. Future tax assets and liabilities are calculated using enacted or substantially enacted tax laws and rates expected to be applicable to the periods in which the differences are expected to affect taxable income.

(m) Use of estimates:

The preparation of the financial statements in accordance with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates are used when accounting for items and matters such as the allowance for doubtful accounts, useful lives of property plant and equipment, certain accrued liabilities and provision for income taxes. Actual results could differ from these estimates.

SALTWIRE NETWORK INC.

Notes to Financial Statements (continued)

Period ended December 31, 2022 and January 1, 2022

2. Accounts receivable:

	December 31, 2022	January 1, 2022
Trade receivables	\$ 5,089,109	\$ 5,408,818
Journalism tax credit receivable	3,590,558	2,640,558
Allowance for doubtful accounts	(66,421)	(47,950)
	\$ 8,613,246	\$ 8,001,426

3. Related party transactions:

The following amounts were due from related parties at year-end:

	Current	Long-term	December 31, 2022	January 1, 2022
Titan Security Limited	\$ 76,370	\$ -	\$ 76,370	\$ 1,654
Headline Promotional Products Limited	43,537	-	43,537	26,701
Halifax Herald Limited	912,031	-	912,031	326,762
	\$ 1,031,938	\$ -	\$ 1,031,938	\$ 355,117

All the above companies are related through common control. The long-term loans are non-interest bearing with no set terms of repayment. The current balances relate to transactions which occurred in the normal course of business and are considered trade receivables.

The following amounts were due to related parties at year-end:

	Current	Long-term	December 31, 2022	January 1, 2022
Halifax Herald Limited	\$ -	\$ 11,662,995	\$ 11,662,995	\$ 11,099,804
Titan Security Limited	3,381	-	3,381	125
Headline Promotional Products Limited	6,379	-	6,379	1,270
Brace Capital Limited	-	13,079	13,079	-
	\$ 9,760	\$ 11,676,074	\$ 11,685,834	\$ 11,101,199

SALTWIRE NETWORK INC.

Notes to Financial Statements (continued)

Period ended December 31, 2022 and January 1, 2022

3. Related party transactions (continued):

All of the above companies are related through common ownership. These loans have no set terms of repayment and are non-interest bearing and are subordinated to the loan described in Note 6.

During the year, the Company entered into the following transactions with related parties under common control, which were recorded at the exchange amounts agreed to by the parties:

- (1) The Company recorded management fees to The Halifax Herald Limited of \$793,600 (2022 - \$2,701,716) and from Titan Security & Investigation of \$63,600 (2022 - \$nil).
- (2) The Company made payments for security/trucking related costs to Titan Security & Investigations totaling \$10,888 (2022 - \$4,914) respectively.
- (3) The Company made payments for promotional items purchases to The Halifax Promotional Products Ltd totaling \$96,201 (2022 - \$31,169).
- (3) The Company made payments for vehicle leasing to The Brace Capital Limited totaling \$31,245 (2022 - \$nil).

4. Property, plant and equipment:

			December 31, 2022	January 1, 2022
	Cost	Accumulated amortization	Net book value	Net book value
Plant and equipment	\$ 21,026,742	\$ (20,354,199)	\$ 672,543	\$ 801,266
Buildings	14,475,524	(10,885,273)	3,590,251	4,086,073
Leaseholds	818,137	(682,324)	135,813	146,496
Vehicles	1,733,181	(1,703,729)	29,452	24,595
Computer equipment	9,734,468	(8,705,532)	1,028,936	1,146,412
Land	2,008,420	-	2,008,420	2,008,420
	\$ 49,796,472	\$ (42,331,057)	\$ 7,465,415	\$ 8,213,262

SALTWIRE NETWORK INC.

Notes to Financial Statements (continued)

Period ended December 31, 2022 and January 1, 2022

4. Property, plant and equipment (continued):

(a) Intangible asset:

Intangible assets not subject to amortization:

			December 31, 2022	January 1, 2022
	Cost	Accumulated Amortization	Net Book Value	Net Book Value
Software applications	\$ 241,600	\$ -	\$ 241,600	\$ -

5. Accounts payable and accrued liabilities:

	December 31, 2022	January 1, 2022
Trade payables	\$ 3,093,526	\$ 1,414,389
Accrued liabilities	780,222	1,083,597
Other	331,879	251,645
Government remittances	3,173,766	585,623
	\$ 7,379,393	\$ 3,335,254

SALTWIRE NETWORK INC.

Notes to Financial Statements (continued)

Period ended December 31, 2022 and January 1, 2022

6. Long-term debt:

	December 31, 2022	January 1, 2022
Fiera Capital Corporation, term loan, secured by general security agreement of SaltWire Network Inc., limited recourse guarantee issued by G.W.D. Investments Limited, and unlimited guarantees issued by Brace Holdings Limited, The Halifax Herald Limited, Bounty Print Limited and Brace Capital Limited. Repayable in equal monthly instalments of \$452,865 until April 2023, plus interest at 6.5% per annum.	\$ 26,098,146	\$ 27,710,717
Transcontinental Nova Scotia Media Group, vendor takeback promissory note, unsecured, bearing interest at 3% per annum, compounded annually. Repayable on demand on event of default payment made in 2018.	9,848,694	9,848,694
	35,946,840	37,559,411
Less current portion	35,946,840	10,490,394
Finance fees related to Integrated Private Debt Fund term loan; \$260,000, amortized over loan term of 8 years until April 2025, in equal amount of \$32,500 each year	-	97,500
	\$ -	\$ 26,971,517

The credit facility for the Fiera Capital Corporation ('Fiera') includes a provision whereby no principal payments are required until the first anniversary of the facility (April 2018). Interest-only payments average approximately \$156,000 per month in the first year.

Amendment to Fiera loan agreement dated May 14, 2018 provided SaltWire with the ability to continue making interest only payments until December 2018, instead of April 2018 as in the original agreement. An additional 0.5% PIK interest rate for these months that was added to the balance owing on the loan in current year amounting to \$103,484.

Subsequent to the first amendment, forbearance agreement dated October 02, 2019 provided SaltWire with the ability to continue making interest only payments until March 2020, instead of December 2018 as in the first amendment agreement. An additional 0.5% PIK interest rate for these months that were added to the balance owing on the loan. At the end of the prior year the amount of \$103,962 was added.

Subsequent to the fifth amendment, forbearance agreement dated November 12, 2021 provided SaltWire with the ability to continue making interest only payments until July 2022, instead of March 2020 as in the second amendment agreement. An additional 0.5% PIK interest

SALTWIRE NETWORK INC.

Notes to Financial Statements (continued)

Period ended December 31, 2022 and January 1, 2022

6. Long-term debt (continued):

rate for these months that were added to the balance owing on the loan. At the end of the prior year the amount of \$153,526 was added.

Subsequent to the sixth amendment, forbearance agreement dated August 09, 2022 provided SaltWire with the ability to continue making interest only payments until December 2022, instead of July 2022 as in the sixth amendment agreement. An additional 0.5% PIK interest rate for these months that were added to the balance owing on the loan in the current year amounting to \$77,210

Subsequent to the seventh amendment, forbearance agreement dated January 05, 2023 provided SaltWire with the ability to continue making interest only payments until April 2023, instead of December 2022 as in the seventh amendment agreement.

The Fiera Credit facility also includes financial covenants whereby the Company is required to maintain a quick ratio of 1.20 to 1.00, aggregate annual capital expenditure less than \$3 million, a total funded debt to EBITDA of 3:00 to 1:00 or less and a debt service coverage ratio of 1:75 to 1:00 or more, on a fully combined basis with Brace Holdings Limited.

As at December 31, 2022, the Company was not in compliance with these financial covenants. FPD subsequently acknowledged and waived these covenant violations through a series of waivers received for a period of greater than a year.

Principal repayments are due as follows:

2023	\$ 35,946,840
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SALTWIRE NETWORK INC.

Notes to Financial Statements (continued)

Period ended December 31, 2022 and January 1, 2022

7. Share capital:

	December 31, 2022	January 1, 2022
Authorized:		
20,000 6% Non-cumulative preference shares, redeemable at the par value of \$100		
10,000 Common shares, no par value		
Issued:		
100 Common shares at the par value of \$10 per share	\$ 1,000	\$ 1,000

8. Commitments:

The Company has operating lease commitments for premises and certain equipment. The minimum annual lease payments scheduled for the next five years are as follows:

2023	\$ 446,672
2024	300,203
2025	90,031
2026	77,956
2027	69,538
	\$ 984,400

SALTWIRE NETWORK INC.

Notes to Financial Statements (continued)

Period ended December 31, 2022 and January 1, 2022

9. Future income taxes:

The tax effects of temporary differences that give rise to significant portions of the future tax assets and future tax liabilities at December 31, 2022 and January 1, 2022 are presented below:

	Dec 2022	Jan 2022
Property, plant and equipment, and intangible	\$ 3,979,076	\$ 4,246,993
Other	20,401	-
Long-term debt	(14,520)	(29,250)
Non-capital loss carried forwards	7,164,497	6,160,658
Unrecognized future tax asset	\$ 11,149,454	\$ 10,378,401

At December 31, 2022 the Company has non-capital losses carried forward for income tax purposes of \$24,705,000 (January 1, 2022 - \$20,536,000) which are available to offset future taxable income. The losses expire from 2037 to 2042.

10. Wages and benefits:

For the 52 weeks period ended December 31, 2022, the Company received government assistance of \$nil (January 1, 2022 - \$1,584,289) under the Canada Emergency Wage Subsidy program, which is reduced from the wages and benefits expenses in the statement of operations and deficit.

SALTWIRE NETWORK INC.

Notes to Financial Statements (continued)

Period ended December 31, 2022 and January 1, 2022

11. Financial risks and concentration of risk:

The Company is exposed to various risks through its financial instruments. The following analysis provides a measure of the Company's risk exposure and concentrations at December 31, 2022.

It is management's opinion that the Company is not exposed to significant market, currency, interest rate, and price risks from its financial instruments. The risks arising on financial instruments are limited to the following

(a) Credit risk:

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash, accounts receivable and amounts due from related parties. The Company deposits its cash in reputable financial institutions and therefore believes the risk of loss to be remote. The Company is exposed to credit risk from customer accounts receivable. The Company believes this credit risk is minimized as the Company has a large and diverse customer base. The Company is exposed to credit risk from the amounts due from related parties. A provision for impairment of accounts receivable is established when there is objective evidence that the Company will not be able to collect all amounts due.

(b) Liquidity risk:

Liquidity risk is the risk that the Company will encounter difficulty in meeting obligations associated with financial liabilities. The Company is exposed to this risk mainly in respect of its accounts payable and accrued liabilities, long-term debt, amounts due to related parties.

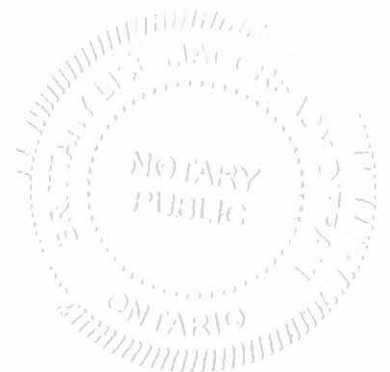
Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "I" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.

Signature



Financial Statements of

**THE HALIFAX HERALD
LIMITED**

And Independent Practitioner's Review Engagement
Report thereon

52 weeks ended December 31, 2022



KPMG LLP
Purdy's Wharf Tower One
1959 Upper Water Street, Suite 1000
Halifax NS B3J 3N2
Canada
Tel 902 492 6000
Fax 902 492 1307

INDEPENDENT PRACTITIONER'S REVIEW ENGAGEMENT REPORT

To the Board of Directors of The Halifax Herald Limited

We have reviewed the accompanying financial statements of The Halifax Herald Limited, which comprise the balance sheet as at December 31, 2022, the statement of operations and deficit and statement of cash flows for the 52 weeks then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.



Page 2

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of The Halifax Herald Limited as at December 31, 2022, and its results of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

Emphasis of Matter

We draw attention to Note 1(a) in the financial statements which indicates that The Halifax Herald Limited has breached a financial covenant for long-term debt for which a waiver could not be obtained and has a working capital deficiency of \$4,275,854. These conditions, along with other matters as set forth in Note 1(a) in the financial statements, indicate the existence of a material uncertainty that may cast significant doubt about The Halifax Herald Limited's ability to continue as a going concern. Our conclusion is not modified in respect of this matter.

A handwritten signature in black ink that reads 'KPMG LLP' with a horizontal line underneath.

Chartered Professional Accountants

Halifax, Canada

November 24, 2023

THE HALIFAX HERALD LIMITED

Balance Sheet

December 31, 2022, with comparative information for January 1, 2022


	December 31, 2022	January 1, 2022
Assets		
Current assets:		
Cash	\$ 225,126	\$ 20,307
Accounts receivable (note 2)	4,500,685	3,793,165
Inventory	453,442	376,069
Due from related parties (note 3)	11,254,528	11,446,850
Prepaid expenses	92,756	79,115
	16,526,537	15,715,506
Due from related parties (note 3)	658,188	658,188
Property, plant and equipment (note 4)	7,183,726	8,554,525
Accrued benefit asset (note 5)	-	8,777,779
Investment tax credits recoverable (note 6)	236,252	236,252
Investment in significantly influenced entity (note 7)	-	630,000
Intangible assets	442,517	450,658
Investment (note 8)	1	1
Future income taxes (note 9)	-	2,600,000
Goodwill	1,141,646	1,141,646
	\$ 26,188,867	\$ 38,764,555


Liabilities and Shareholders' (Deficiency) Equity

Current liabilities:		
Accounts payable and accrued liabilities (note 10)	\$ 10,455,633	\$ 8,999,274
Advanced payments	1,462,449	1,789,776
Current portion of long-term debt (note 11)	8,776,405	9,480,279
Current portion of deferred lease inducement (note 12)	107,904	107,904
	20,802,391	20,377,233
Deferred lease inducement (note 12)	503,552	611,456
Accrued benefit obligation (note 5)	16,423,165	4,609,188
Due to related parties (note 3)	12,605,608	12,473,141
	50,334,716	38,071,018
Shareholders' (deficiency) equity:		
Share capital (note 13)	99,999	99,999
Deficit (retained earnings)	(24,245,848)	593,538
	(24,145,849)	693,537
Going concern (note 1(a))		
Commitments (note 16)		
	\$ 26,188,867	\$ 38,764,555

See accompanying notes to financial statements.

On behalf of the Board:

 Director

 Director

THE HALIFAX HERALD LIMITED

Statement of Operations and Deficit

52 weeks ended December 31, 2022, with comparative information for the 52 weeks ended January 1, 2022

	December 31, 2022	January 1, 2022
Revenue:		
Advertising and inserts	\$ 5,580,245	\$ 6,409,807
Circulation	14,909,101	16,385,302
Distribution	169,578	188,485
Printing	1,917,819	2,363,896
Management fees (note 3)	852,372	2,743,491
Merchandise sales	7,068	5,630
Other	2,420,588	2,160,332
	<u>25,856,771</u>	<u>30,256,943</u>
Operating expenses (recovery):		
Advertising and promotion	94,931	236,842
Content	856,021	1,071,851
Cost of merchandise	5,863	3,138
Journalism labour tax credit	(590,000)	(577,201)
Newsprint, other paper, plates and ink	1,529,982	2,253,187
Office and general	780,746	1,143,830
Packaging and delivery	5,731,370	5,824,757
Premises	2,784,216	2,577,521
Service contracts and professional fees	912,498	1,182,440
Wages and benefits (note 15)	10,379,964	11,769,655
	<u>22,485,591</u>	<u>25,486,020</u>
Earnings before the undernoted items and income taxes	3,371,180	4,770,923
Other expenses (income):		
Amortization	1,945,486	2,234,371
Amortization of finance fees	18,437	39,313
Interest on long-term debt	702,059	776,480
Loss on disposal of related parties	983,373	-
Pension expense (recovery) (note 14)	21,437,857	(210,643)
Termination costs	523,354	173,465
	<u>25,610,566</u>	<u>3,012,986</u>
(Loss) earnings before income taxes	(22,239,386)	1,757,937
Future income taxes expense	2,600,000	-
(Loss) net earnings	(24,839,386)	1,757,937
Retained earnings (deficit), beginning of period	593,538	(1,164,399)
(Deficit) retained earnings, end of period	<u>\$ (24,245,848)</u>	<u>\$ 593,538</u>

See accompanying notes to financial statements.

THE HALIFAX HERALD LIMITED

Statement of Cash Flows

52 weeks ended December 31, 2022, with comparative information for the 52 weeks ended January 1, 2022

	December 31, 2022	January 1, 2022
Cash provided by (used in):		
Operations:		
(Loss) net earnings	\$ (24,839,386)	\$ 1,757,937
Items not involving cash:		
Accrued benefit obligation - benefit payments	(317,305)	(503,605)
Amortization	1,945,487	2,234,371
Amortization of deferred lease inducement	(107,904)	(107,904)
Amortization of finance fees	18,437	39,300
Future income taxes recovery	2,600,000	-
Pension expense (recovery)	21,437,857	(210,643)
Other retirement benefits	(528,796)	(33,073)
Loss on disposal of related parties	983,372	-
	<u>1,191,762</u>	<u>3,176,383</u>
Changes in non-cash operating working capital:		
(Increase) decrease in accounts receivable	(707,520)	69,201
Increase in inventory	(77,373)	(13,039)
(Increase) decrease in prepaid expenses	(13,641)	108,148
Increase (decrease) in accounts payable and accrued liabilities	1,456,359	(1,364,192)
Decrease in advance payments	(327,327)	(64,925)
	<u>1,522,260</u>	<u>1,911,576</u>
Financing:		
Proceeds on long-term debt	26,870	123,722
Payments on long-term debt	(749,181)	(874,239)
Payments to related parties	(28,583)	(3,623,253)
	<u>(750,894)</u>	<u>(4,373,770)</u>
Investing:		
Acquisition of property, plant and equipment	(331,089)	(94,639)
Increase in intangible assets	(235,458)	-
	<u>(566,547)</u>	<u>(94,639)</u>
Increase (decrease) in cash	204,819	(2,556,833)
Cash, beginning of period	20,307	2,577,140
Cash, end of period	<u>\$ 225,126</u>	<u>\$ 20,307</u>

See accompanying notes to financial statements.

THE HALIFAX HERALD LIMITED

Notes to Financial Statements

52 weeks ended December 31, 2022

1. Significant accounting policies:

The financial statements were prepared in accordance with Canadian accounting standards for private enterprises and include the following significant accounting policies:

(a) Going concern:

These financial statements have been prepared assuming the Company will continue as a going concern. For the 52 week ended December 31, 2022, the Company has a deficit of \$24,245,848. In addition, the Company has breached a financial covenant for long-term debt, for which a waiver could not be obtained (note 11).

The above factors raise doubt about the Company's ability to continue as a going concern. Management has commenced implementation of a plan to establish profitable operations to address these issues. The Company's ability to continue as a going concern and realize its assets and discharge its liabilities and commitments in the normal course of business is dependent upon management's ability to generate a profit from operations and the continued support of its lenders. Failure to implement this plan or lenders demanding repayment could have a material adverse effect on the Company's financial condition and/or results of operations. The financial statements do not include adjustments that would be required if assets are not realized and liabilities and commitments are not settled in the normal course of operations.

In the longer term, the Company cannot be certain that cash generated from its operations will be sufficient to satisfy its liquidity requirements and it may need to continue to raise capital by selling additional equity and/or by obtaining credit facilities. The Company's future capital requirements will depend on many factors, including, but not limited to, the market acceptance of its products and services. No assurance can be given that any such additional funding will be available or that, if available, it can be obtained on terms favourable to the Company.

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

1. Significant accounting policies (continued):

(b) Cash:

Cash consists of cash on hand, bank balances and bank overdrafts that fluctuate held with financial institutions.

(c) Inventory:

Inventory, consisting of paper, ink, production supplies, consumables and merchandise, is valued at the lower of cost and net realizable value, measured using the specific identification method.

(d) Property, plant and equipment:

Property, plant and equipment are stated at cost, less accumulated amortization. Amortization is provided using the following methods and annual rates:

Asset	Basis	Rate
Building - capital asset	Straight-line	5%
Machinery and equipment	Declining balance	20%
Vehicles	Declining balance	30%
Computer software	Declining balance	30%-100%
Leasehold improvements	Straight-line	Term of the lease
Plant and equipment - press, inserter	Straight-line	5%

One half year's amortization is taken in the year of acquisition.

(e) Impairment of long-lived assets:

Long-lived assets are tested for impairment whenever events or changes in circumstances indicate that their carrying value may not be recoverable. An impairment loss is recognized when the carrying amount of the asset exceeds the sum of the undiscounted cash flows resulting from its use and eventual disposition. The impairment loss is measured as the amount by which the carrying amount of the long-lived asset exceeds its fair value.

(f) Investment tax credits:

Investment tax credits are accounted for using the cost reduction method. Under this method, investment tax credits relating to the acquisition of fixed assets are deducted from the cost of the related assets and those costs related to current expenditures are included in the determination of net earnings as a reduction of the related expenses.

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

1. Significant accounting policies (continued):

(g) Investments:

a) Investments in significantly influenced entity:

The Company accounts for certain investments, over which it maintains significant influence, but not control, using the cost method. Accordingly, investments subject to significant influence are recorded at original cost unless there has been impairment in value, in which case the investment has been written down to its fair value. Income is recognized as received. Gains or losses from the sale of investments recorded at costs are calculated based on the average carrying value of the investments.

b) Other investments:

The Company records its investment at cost less an allowance for impairment.

(h) Intangible assets:

Intangible property is accounted for at cost. Amortization is provided for using the straight-line method at the following rate based on the estimated useful life:

Web based platforms and branding assets	25%
---	-----

(i) Goodwill:

Goodwill represents the excess of the purchase price over the fair value of net assets acquired. Goodwill is tested for impairment whenever events or changes in circumstances indicate that it might be impaired. The impairment test consists of a comparison of the fair value of the reporting unit to which goodwill is assigned with its carrying amount. Any impairment loss in the carrying amount compared with the fair value is charged to net earnings in the year in which the loss is recognized. The Company uses the discounted cash flows method to assess the fair value of its reporting units.

(j) Deferred lease inducement:

The deferred lease inducement is being amortized against rent expense over the term of the lease plus one renewal period (20 years total).

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

1. Significant accounting policies (continued):

(k) Employee future benefits:

The Company has funded a defined benefit plan providing pension and other retirement benefits to most of its employees. The defined benefit pension plan is based on years of service and final average salary. The Company also supplements post-employment income in certain cases and also pays post-retirement benefits other than pensions (life and health premiums) for eligible retired employees.

The Company uses the immediate recognition approach to account for its defined benefit plan and actuarial gains/losses and past service costs are included in pension costs in the statement of earnings and retained earnings. The Company uses the funding valuation to measure its benefit obligations and recognizes all past service costs and actuarial gains and losses in the period they arise.

(l) Revenue recognition:

Advertising revenue is recognized in the period the advertising is delivered through multiple platforms, when the price is fixed or determinable and when collection is reasonably assured.

Inserts, circulation, distribution, printing and merchandise revenues are recognized when delivered to the customer, the price is fixed or determinable and when collection is reasonably assured.

Management fees are recognized when services are delivered, amount is fixed or determinable and collection is reasonably assured.

(m) Financial instruments:

(i) Initial measurement:

The Company initially measures its financial assets and financial liabilities at fair value.

The Company subsequently measures all its financial assets and financial liabilities at amortized cost.

Financial assets measured at amortized cost include cash, accounts receivable and investments in and amounts due from related parties.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities, long-term debt and amounts due to related parties.

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

1. Significant accounting policies (continued):

(m) Financial instruments (continued):

(ii) Impairment:

Financial assets measured at cost are tested for impairment when there are indicators of impairment. The amount of any write-down is recognized in net earnings. Any previously recognized impairment loss may be reversed to the extent of the improvement, directly or by adjusting the allowance account, provided it is no greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of a reversal is recognized in net earnings.

(n) Finance fees:

Finance fees are capitalized in the period in which they are incurred and are amortized on a straight-line basis over the term of the agreement.

(o) Income taxes:

The Company provides for future income taxes by using the asset and liability method. Under this method, future income tax assets and liabilities are computed for temporary differences between the carrying value and tax bases for assets and liabilities and the benefit of tax losses available to be carried forward to reduce taxable income in future years that are likely to be realized. Future tax assets and liabilities are calculated using enacted or substantially enacted tax laws and rates expected to be applicable to the periods in which the differences are expected to affect taxable income.

(p) Government assistance:

Government assistance is recorded in the financial statements when there is reasonable assurance that the Company has complied with, and will continue to comply with, all conditions necessary to obtain the assistance.

The Company periodically applies for financial assistance under available government incentive programs. Government assistance relating to capital expenditures is reflected as a reduction of the cost of such assets. Government assistance relating to Wage subsidy, rent subsidy etc is recorded as a reduction of current year's expenses when the related expenditures are incurred.

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

1. Significant accounting policies (continued):

(q) Use of estimates:

The preparation of the financial statements in accordance with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Estimates are used when accounting for items and matters such as the allowance for doubtful accounts, employee future benefits, useful lives of property plant and equipment, goodwill, certain accrued liabilities and provision for income taxes. Actual results could differ from these estimates.

2. Accounts receivable:

	December 31, 2022	January 1, 2022
Trade receivables	\$ 1,379,588	\$ 1,594,448
Deposit for investment in Granite Media Limited	320,222	320,222
Other receivables	3,044,613	2,113,567
Allowance for doubtful accounts	(243,738)	(235,072)
	<u>\$ 4,500,685</u>	<u>\$ 3,793,165</u>

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

3. Related party transactions:

The following amounts were due from (to) related parties at period-end:

	Current	Long-term	December 31, 2022	January 1, 2022
SaltWire Network Inc.	\$ 10,959,740	\$ -	\$ 10,959,740	\$ 10,506,728
Brace Capital Limited	-	658,188	658,188	658,188
Halifax Professional Basketball Club Inc.	-	-	-	734,308
Headline Promotional Products Ltd.	176,061	-	176,061	124,076
Brace Holdings Limited	41,299	-	41,299	38,342
Titan Security & Investigation	7,326	-	7,326	-
Bounty Print Limited	-	-	-	207
Other	70,102	-	70,102	43,189
	\$ 11,254,528	\$ 658,188	\$ 11,912,716	\$ 12,105,038

All the above companies are related through common control. The long-term loans are non-interest bearing with no set terms of repayment. The current balances relate to transactions which occurred in the normal course of business and are considered trade receivables.

The following amounts were due to related parties at period-end:

	December 31, 2022	January 1, 2022
Abiglex Investments Limited	\$ 8,241,282	\$ 8,192,657
G.W.D. Investments Limited	4,193,064	4,193,064
Brace Capital Limited	55,964	24,865
Titan Security & Investigation	80,788	-
Others	34,510	62,555
	\$ 12,605,608	\$ 12,473,141

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

3. Related party transactions (continued):

SaltWire Network Inc, Abiglex Investments Limited and G.W.D. Investments Limited are related through common ownership. These loans have no set terms of repayment and are non-interest bearing. The above loans are subordinated to the loan described in Note 11.

During the year, the Company entered into the following transactions with related parties under common control, which were recorded at the exchange amounts agreed to by the parties:

(1) The Company earned management fees from Headline promotional Products Ltd. of \$16,771, SaltWire Network Inc. of \$793,600 and from Brace Capital of \$42,000 totaling \$852,372 (January 2022 - \$nil; \$2,701,716; and \$41,775 totaling \$2,743,491).

4. Property, plant and equipment:

			December 31, 2022	January 1, 2022
	Cost	Accumulated amortization	Net book value	Net book value
Land - capital asset	\$ 483,640	\$ -	\$ 483,640	\$ 483,640
Building - capital asset	5,206,718	4,622,519	584,199	635,482
Machinery and equipment	36,307,455	31,350,449	4,957,006	6,163,855
Vehicles	148,371	137,552	10,819	15,456
Computer software	12,069,570	11,847,787	221,783	166,603
Leasehold improvements	3,308,969	2,382,690	926,279	1,089,489
	<u>\$ 57,524,723</u>	<u>\$ 50,340,997</u>	<u>\$ 7,183,726</u>	<u>\$ 8,554,525</u>

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

5. Accrued benefit asset:

The Company has funded defined benefit plans providing pension and other retirement benefits to most of its employees. The defined benefit plans are based on years of service and final average salary. The most recent actuarial valuation was as of December 31, 2021. Since the defined benefit pension plan does not have any solvency concerns as defined in the Nova Scotia Pension Benefits Regulations, the next actuarial valuation must be completed as at a date no later than December 31, 2024.

Effective July 1, 2017, the Company's defined benefit pension plan was closed to additional contributions. Qualified employees are now eligible to contribute to a defined contribution pension plan.

Reconciliation of the funded status of the benefit plans to the amounts recorded in the financial statements:

	Pension benefits		Other benefits	
	December 31, 2022	January 1, 2022	December 31, 2022	January 1, 2022
Accrued benefit asset	\$ 67,101,349	\$ 88,263,123	\$ -	\$ -
Accrued benefit obligation	(79,761,427)	(79,485,344)	(3,763,087)	(4,609,188)
Net (obligation) asset	(12,660,078)	8,777,779	(3,763,087)	(4,609,188)

The most recent actuarial valuation was as of December 31, 2021. The actuarial solvency excess as at December 31, 2021 as approximately \$6,881,300 (December 2019 - \$1,924,700), it was determined that the Company was able to utilize solvency funding relief enacted by the Province of Nova Scotia in order to fund the actuarial solvency deficiency, by way of monthly payments of \$64,333, over a period of fourteen years, between April 1, 2014 and March 30, 2029. The agreement was subsequently amended, increasing the monthly payments to \$117,317, effect April 1, 2018 continuing to March 30, 2029. The valuation as at December 31, 2021 revealed a going concern excess. In addition, the valuation as at December 31, 2019 revealed no solvency deficiency. Therefore, in accordance with the Nova Scotia Pension Benefits Regulations, no new special payments are required and previously established special payments can cease effective January 1, 2022.

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

5. Accrued benefit asset (continued):

The significant actuarial assumptions adopted in measuring the Company's accrued benefit obligations and the employer's net periodic pension cost are as follows:

	December 31, 2022	January 1, 2022
Discount rate for funded status	4.2 %	4.5 %
Percentage Rate of compensation increase	3.5	3.5

During the period ended January 2, 2021, the Company elected to early adopt the provision for adverse deviation requirements of CPA Canada Handbook section 3462 relating to the defined benefit obligation. The adoption is applied on a prospective basis and included within the assumption listed above.

6. Investment tax credits recoverable:

During the year, the Company earned \$Nil (January 2022 - \$Nil) of investment tax credits, and utilized \$Nil of credits. The balance of \$236,252 of investment tax credits recoverable expire as follows:

2030	\$	5,463
2031		86,255
2032		22,014
2033		16,270
2034		18,810
2035		13,969
2036		11,743
2038		61,691
2039		37
	\$	236,252

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

7. Investment in significantly influenced entity:

	December 31, 2022	January 1, 2022
Halifax Professional Basketball Club Inc.	\$ -	\$ 630,000

During the year, the Company wrote off an investment in significantly influenced entity as its carrying amount could not be fully recovered.

8. Investment:

	December 31, 2022	January 1, 2022
Grafton Investments Limited	\$ 1	\$ 1

As a result of a revaluation of the investment in Grafton Investments Limited in 2008, an allowance was recorded to adjust the investment to fair value.

9. Future income taxes:

During the period it was determined that it is not more likely than not that the future income tax assets and liabilities noted below will be realized in the normal course of the Company's future operations.

The Company has non-capital losses carried forward for tax purposes of \$19,142,000 (January 2022 - \$17,902,000) which are available to offset future taxable income. The losses expire from 2037 to 2042.

Future income taxes are comprised of:

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

9. Future income taxes (continued):

	December 31, 2022	January 1, 2022
Temporary differences with property, plant and equipment and goodwill	\$ (518,000)	\$ (593,000)
Temporary differences with pension	4,762,000	(1,208,000)
Temporary differences with loss carryforwards	5,551,000	5,191,000
Future income taxes assets available	9,795,000	3,390,000
Allowance for unrecognized tax assets	(9,795,000)	(790,000)
Future income tax assets recognized	\$ -	\$ 2,600,000

10. Accounts payable and accrued liabilities:

Included in accounts payable are government remittances payable of \$5,066,613 (January 2022 - \$3,336,358) relating to HST remittances.

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

11. Long-term debt:

	December 31, 2022	January 1, 2022
Fiera Capital Corporation, term loan, secured by general security agreement of The Halifax Herald Limited, limited recourse guarantee issued by G.W.D. Investments Limited (pledge of shares of The Halifax Herald Limited) and unlimited guarantees issued by Brace Capital Limited. Repayable in equal monthly instalments of \$136,484.27 until April 15, 2022 and \$236,545.74 thereafter. Remaining balance due in full at maturity. Annual interest rate applicable at 6.00% payable in cash and 0.50% payable in kind (PIK)	\$ 8,776,068	\$ 9,496,267
Various financing institutions, term instalment loans for computer equipment and software, repayable in equal monthly instalments ranging from \$2,120 to \$4,764, including interest payments payable monthly at 3.5% - 5.6% per annum.	2,344	2,344
Finance fees	(2,007)	(18,332)
	8,776,405	9,480,279
Less: Current portion	8,776,405	9,480,279
	\$ -	\$ -

The credit facility agreement with Fiera Capita Corporation ('Fiera') was restated on August 9, 2022. Repayment schedules were amended as stated above. The credit facility for the Fiera include financial covenant that the Company was not in compliance with as at December 31, 2022. As a result Fiera has the ability to demand repayment.

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

12. Deferred lease inducement:

In 2008, the Company received a cash inducement from its new landlord on Joseph Howe Drive in Halifax, in the amount of \$2,158,080. This amount has been deferred and is being amortized over the term of the lease plus one renewal period (20 years total), as a reduction to rent expense.

	Cost	Accumulated amortization	December 31, 2022	January 1, 2022
Lease inducement	\$ 2,158,080	\$ 1,330,816	\$ 611,456	\$ 719,360
Less: current portion	-	-	(107,904)	(107,904)
	\$ 2,158,080	\$ 1,330,816	\$ 503,552	\$ 611,456

13. Share capital:

	December 31, 2022	January 1, 2022
Authorized:		
20,000 6% Non-cumulative preference shares, redeemable at the par value of \$100		
10,000 common shares, no par value		
Issued:		
Common shares	\$ 99,999	\$ 99,999

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

14. Pension expense (recovery):

	December 31, 2022	January 1, 2022
Interest on accrued pension obligation	\$ 3,425,120	\$ 3,575,080
Actuarial losses/(gain)	3,594,094	(490,776)
Interest on accrued benefit asset	(3,820,121)	(3,960,601)
Loss on accrued benefit asset	18,238,764	665,654
	<u>\$ 21,437,857</u>	<u>\$ (210,643)</u>

15. Wages and benefits:

For the 52 weeks period ended December 31, 2022, the Company received government assistance of \$nil (January 2022: \$1,225,000) under the Canada Emergency Wage Subsidy program, which is reduced from the wages and benefits expenses in the statement of operations and surplus (deficit).

16. Commitments:

The Company entered into an amended lease agreement in 2016 for its premises at 2717 Joseph Howe Drive in Halifax, for a term of 12 years. The base rent until March 2021 was \$64,000 per month, increased in March 2021 to \$67,283 and increasing in 2025 to \$73,847, with additional operational costs and taxes.

The Company entered into an agreement to lease premises within the Bridgewater Mall. This lease commenced on May 15th, 2015 and terminates on April 14th, 2025. Monthly rent, operating costs and taxes in 2020 will be \$4,349. The base rent is currently \$1,968 per month, increasing to \$2,187 in April 2022.

Commitments for payments on premises, facilities, service contracts and equipment for each of the next four years are as follows:

2023	\$ 1,688,001
2024	1,688,001
2025	1,737,176
2026	1,723,373
	<u>\$ 6,836,551</u>

THE HALIFAX HERALD LIMITED

Notes to Financial Statements (continued)

52 weeks ended December 31, 2022

17. Financial instruments:

Risks and concentrations

The Company is exposed to various risks through its financial instruments. The following analysis provides a measure of the Company's risk exposure and concentrations at December 31, 2022.

It is management's opinion that the Company is not exposed to significant market, currency, interest rate, and price risks from its financial instruments. The risks arising on financial instruments are limited to the following:

Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash, accounts receivable and amounts due from related parties. The Company deposits its cash in reputable financial institutions and therefore believes the risk of loss to be remote. The Company is exposed to credit risk from customer accounts receivable. The Company believes this credit risk is minimized as the Company has a large and diverse customer base. The Company is exposed to credit risk from the amounts due from related parties. The Company believes this credit risk is minimized as related parties have sufficient liquid assets. A provision for impairment of accounts receivable is established when there is objective evidence that the Company will not be able to collect all amounts due.

Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting obligations associated with financial liabilities. The Company is exposed to this risk mainly in respect of its accounts payable and accrued liabilities, long-term debt, amounts due to related parties and contributions to the pension plan.

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "J" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



Headline Promotional Products Limited
Compiled Financial Information
December 31, 2022

Headline Promotional Products Limited

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For the year ended December 31, 2022

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To the Management of Headline Promotional Products Limited:

On the basis of information provided by management, we have compiled the balance sheet of Headline Promotional Products Limited as at December 31, 2022, the statement of earnings and deficit for the year then ended, and Note 1, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, *Compilation Engagements*, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Dartmouth, Nova Scotia

September 6, 2023



Chartered Professional Accountants

Headline Promotional Products Limited

Balance Sheet

As at December 31, 2022

	2022	2021
Assets		
Current		
Cash	13,535	35,739
Investments	11,032	11,027
Trade and other receivables	93,090	70,410
Harmonized sales/goods and services tax receivable	1,129	-
Inventory	59,087	53,634
Prepaid expenses and deposits	32,713	6,322
Due from related parties	-	11,716
	210,586	188,848
Property, plant and equipment	943	1,310
Goodwill	1	1
	211,530	190,159
Liabilities		
Current		
Trade and other payables	640,715	346,700
Harmonized sales/goods and services tax payable	-	8,410
Customer deposits	7,754	4,150
Long-term debt	-	40,000
Due to related parties	342,994	350,357
	991,463	749,617
Shareholders' Deficit		
Share capital		
Common shares	11	11
Contributed surplus	47,264	47,264
Deficit	(827,208)	(606,733)
	(779,933)	(559,458)
	211,530	190,159
Approved on behalf of Management		

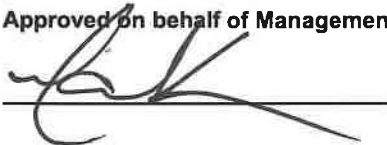
Headline Promotional Products Limited

Balance Sheet

As at December 31, 2022

	2022	2021
Assets		
Current		
Cash	13,535	35,739
Investments	11,032	11,027
Trade and other receivables	93,090	70,410
Harmonized sales/goods and services tax receivable	1,129	-
Inventory	59,087	53,634
Prepaid expenses and deposits	32,713	6,322
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	991,463	749,617
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Share capital		
Common shares	11	11
Contributed surplus	47,264	47,264
Deficit	(827,208)	(606,733)
	(779,933)	(559,458)
	211,530	190,159

Approved on behalf of Management



Headline Promotional Products Limited
Statement of Earnings and Deficit
For the year ended December 31, 2022

	2022	2021
Revenue	997,978	673,563
Cost of sales		
Purchases	662,943	409,089
Freight	61,020	37,430
	723,963	446,519
Gross profit	274,015	227,044
Expenses		
Advertising and promotion	5,358	4,443
Amortization	984	36,037
Bad debts (recovery)	(1,144)	810
Management fees	-	15,600
Meals and entertainment	1,493	1,784
Office	46,279	28,830
Professional fees	5,083	10,628
Rental	28,045	15,681
Repairs and maintenance	3,324	-
Salaries, wages and benefits	403,478	214,193
Sub-contracts	1,590	-
	494,490	328,006
Loss	(220,475)	(100,962)
Deficit, beginning of year	(606,733)	(505,771)
Deficit, end of year	(827,208)	(606,733)

Headline Promotional Products Limited

Notes to the Compiled Financial Information

For the year ended December 31, 2022

1. Basis of accounting

The basis of accounting applied in the preparation of the financial information of Headline Promotional Products Limited as at December 31, 2022 is on the historical basis, reflecting cash transactions with the addition of:

- trade and other receivables
- trade and other payables
- harmonized sales/goods and services tax receivable as at the reporting date.

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "K" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



Titan Security & Investigation Inc.
Financial Statements
December 31, 2022

Titan Security & Investigation Inc.
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To the Shareholder of Titan Security & Investigation Inc.:

We have reviewed the accompanying financial statements of Titan Security & Investigation Inc. (the "Company") which comprise the balance sheet as at December 31, 2022, and the statements of earnings and retained earnings and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility

Our responsibility is to express a conclusion on the accompanying financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the Company, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these financial statements.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of Titan Security & Investigation Inc. as at December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

Other Matter

The financial statements of Titan Security & Investigation Inc. for the year ended December 31, 2021 were reviewed by another practitioner who expressed an unmodified conclusion on those statements on November 1, 2022.

Dartmouth, Nova Scotia

September 6, 2023



Chartered Professional Accountants

Titan Security & Investigation Inc.

Balance Sheet

As at December 31, 2022

	2022	2021
Assets		
Current		
Cash	151,199	106,801
Trade and other receivables	297,423	315,349
Inventory	10,080	6,110
Prepaid expenses and deposits	16,812	16,239
Advances to related parties (Note 5)	61,061	31,317
	536,575	475,816
Property, plant and equipment (Note 3)	35,455	5,116
	572,030	480,932
Liabilities		
Current		
Accounts payable and accrued liabilities	127,896	99,510
Harmonized sales tax payable	101,473	83,472
Income taxes payable	512	30,266
Advances from related parties (Note 6)	167,381	114,832
Current portion of long-term debt (Note 7)	7,209	-
	404,471	328,080
Long-term debt (Note 7)	23,431	40,000
	427,902	368,080
Shareholder's Equity		
Share capital (Note 8)	25,000	25,000
Retained earnings	119,128	87,852
	144,128	112,852
	572,030	480,932

Approved on behalf of the Board

Director

The accompanying notes are an integral part of these financial statements.

Titan Security & Investigation Inc.

Balance Sheet

As at December 31, 2022

	2022	2021
Assets		
Current		
Cash	151,199	106,801
Trade and other receivables	297,423	315,349
Inventory	10,080	6,110
Prepaid expenses and deposits	16,812	16,239
Advances to related parties (Note 5)	61,061	31,317
	536,575	475,816
Property, plant and equipment (Note 3)	35,455	5,116
	572,030	480,932
Liabilities		
Current		
Accounts payable and accrued liabilities	127,896	99,510
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Income taxes payable	512	30,266
Advances from related parties (Note 6)	167,381	114,832
Current portion of long-term debt (Note 7)	7,209	-
	404,471	328,080
Long-term debt (Note 7)	23,431	40,000
	427,902	368,080
Shareholder's Equity		
Share capital (Note 8)	25,000	25,000
Retained earnings	119,128	87,852
	144,128	112,852
	572,030	480,932

Approved on behalf of the Board



Director

The accompanying notes are an integral part of these financial statements.

Titan Security & Investigation Inc.
Statement of Earnings and Retained Earnings

For the year ended December 31, 2022

	2022	2021
Sales (Note 4)	2,453,849	1,871,287
Cost of sales		
Contractors	5,630	895
Operating costs (Note 4)	24,487	20,068
Salaries and wages	1,946,289	1,445,738
Travel	2,318	1,921
Vehicle	14,198	10,753
	1,992,922	1,479,375
Gross profit	460,927	391,912
Expenses		
Advertising and promotion	2,266	4,242
Amortization	2,361	2,236
Bad debts	1,000	-
Meals and entertainment	632	3,504
Office (Note 4)	101,775	151,187
Professional fees	9,843	10,628
Rental (Note 4)	178,400	-
Management salaries	132,862	115,844
	429,139	287,641
Earnings from operations	31,788	104,271
Provision for income taxes (Note 9)	512	30,266
Net earnings	31,276	74,005
Retained earnings, beginning of year	87,852	13,847
Retained earnings, end of year	119,128	87,852

The accompanying notes are an integral part of these financial statements.

Titan Security & Investigation Inc.

Statement of Cash Flows

For the year ended December 31, 2022

	2022	2021
Cash provided by (used for) the following activities		
Operating activities		
Net earnings	31,276	74,005
Amortization	2,361	2,236
	33,637	76,241
Change in working capital accounts		
Trade and other receivables	17,926	(186,163)
Harmonized sales tax payable	18,001	26,911
Income taxes payable	(29,754)	23,127
Inventory	(3,970)	(4,919)
Prepaid expenses and deposits	(573)	911
Accounts payable and accrued liabilities	28,387	35,646
	63,654	(28,246)
Financing activities		
Repayments of long-term debt	(9,360)	-
Advances from related parties	34,978	24,805
Repayment of advances from related parties	(165,832)	-
	(140,214)	24,805
Investing activities		
Purchases of property, plant and equipment	(32,700)	(3,250)
Advances to related parties	(223,316)	-
Repayment of advances to related parties	376,974	-
	120,958	(3,250)
Increase (decrease) in cash	44,398	(6,691)
Cash, beginning of year	106,801	113,492
Cash, end of year	151,199	106,801

The accompanying notes are an integral part of these financial statements.

Titan Security & Investigation Inc.
Notes to the Financial Statements
For the year ended December 31, 2022

1. Incorporation and operations

Titan Security & Investigation Inc. (the "Company") was incorporated under the Companies Act of Nova Scotia on July 11, 2016. The Company operates as a commercial security business.

2. Significant accounting policies

The financial statements have been prepared in accordance with Canadian accounting standards for private enterprises set out in Part II of the CPA Canada Handbook - Accounting, as issued by the Accounting Standards Board in Canada and include the following significant accounting policies:

Cash and cash equivalents

Cash and cash equivalents include balances with banks and short-term investments with maturities within one year of the fiscal year end.

Income taxes

The Company accounts for income taxes using the taxes payable method. Under this method, a provision is only made for taxes payable or recoverable in the current year. Income taxes payable/recoverable are measured using the income tax rates and laws established by taxation authorities and in effect at the balance sheet date.

Property, plant and equipment

Property, plant and equipment are initially recorded at cost. Amortization, intended to amortize the cost of the assets over their estimated useful lives, is provided using the straight-line method at the following rates:

	<i>Rate</i>
Computer equipment	30 %
Website	30 %
Security vests	20 %

Property, plant and equipment acquired during the year but not placed into use during this time are not amortized in the year of acquisition. In the year of acquisition, amortization is taken at one-half of the above rates.

Revenue recognition

The Company recognizes revenue when there is persuasive evidence of an agreement, the services are provided to the customer, the price is fixed or determinable and collection is reasonably assured.

Financial instruments

The Company recognizes its financial instruments when the Company becomes party to the contractual provisions of the financial instrument.

Arm's length financial instruments

Financial instruments originated/acquired or issued/assumed in an arm's length transaction ("arm's length financial instruments") are initially recorded at their fair value.

At initial recognition, the Company may irrevocably elect to subsequently measure any arm's length financial instrument at fair value. The Company has not made such an election during the year.

The Company subsequently measures investments in equity instruments quoted in an active market and all derivative instruments, except those designated in a qualifying hedging relationship or that are linked to, and must be settled by delivery of, unquoted equity instruments of another entity, at fair value. Fair value is determined by published price quotations. Investments in equity instruments not quoted in an active market and derivatives that are linked to, and must be settled by delivery of, unquoted equity instruments of another entity, are subsequently measured at cost less impairment. With the exception of financial liabilities indexed to a measure of the Company's performance or value of its equity and those instruments designated at fair value, all other financial assets and liabilities are subsequently measured at amortized cost.

2. Significant accounting policies *(Continued from previous page)*

Financial instruments *(Continued from previous page)*

Transaction costs and financing fees directly attributable to the origination, acquisition, issuance or assumption of financial instruments subsequently measured at fair value are immediately recognized in net earnings. Conversely, transaction costs and financing fees are added to the carrying amount for those financial instruments subsequently measured at cost or amortized cost.

Related party financial instruments

The Company initially measures the following financial instruments originated/acquired or issued/assumed in a related party transaction ("related party financial instruments") at fair value:

- Investments in equity instruments quoted in an active market
- Debt instruments quoted in an active market
- Debt instruments when the inputs significant to the determination of its fair value are observable (directly or indirectly)
- Derivative contracts.

All other related party financial instruments are measured at cost on initial recognition. When the financial instrument has repayment terms, cost is determined using the undiscounted cash flows, excluding interest, dividend, variable and contingent payments, less any impairment losses previously recognized by the transferor. When the financial instrument does not have repayment terms, but the consideration transferred has repayment terms, cost is determined based on the repayment terms of the consideration transferred. When the financial instrument and the consideration transferred both do not have repayment terms, the cost is equal to the carrying or exchange amount of the consideration transferred or received (refer to Note 4).

At initial recognition, the Company may elect to subsequently measure related party debt instruments that are quoted in active market, or that have observable inputs significant to the determination of fair value, at fair value.

The Company has not made such an election during the year, thus all such related party debt instruments are subsequently measured at amortized cost.

The Company subsequently measures investments in equity instruments quoted in an active market and all derivative instruments, except those designated in a qualifying hedging relationship or that are linked to, and must be settled by delivery of, unquoted equity instruments of another entity, at fair value. Fair value is determined by published price quotations. Financial instruments that were initially measured at cost and derivatives that are linked to, and must be settled by, delivery of unquoted equity instruments of another entity, are subsequently measured using the cost method less any reduction for impairment.

Transaction costs and financing fees directly attributable to the origination, acquisition, issuance or assumption of related party financial instruments are immediately recognized in net earnings.

Financial asset impairment

The Company assesses impairment of all its financial assets measured at cost or amortized cost. The Company groups assets for impairment testing when available information is not sufficient to permit identification of each individually impaired financial asset in the group; there are numerous assets affected by the same factors; or no asset is individually significant. Management considers whether the issuer is having significant financial difficulty; whether there has been a breach in contract, such as a default or delinquency in interest or principal payments in determining whether objective evidence of impairment exists. When there is an indication of impairment, the Company determines whether it has resulted in a significant adverse change in the expected timing or amount of future cash flows during the year.

With the exception of related party debt instruments and related party equity instruments initially measured at cost, the Company reduces the carrying amount of any impaired financial assets to the highest of: the present value of cash flows expected to be generated by holding the assets; the amount that could be realized by selling the assets at the balance sheet date; and the amount expected to be realized by exercising any rights to collateral held against those assets.

Titan Security & Investigation Inc.
Notes to the Financial Statements
For the year ended December 31, 2022

2. Significant accounting policies *(Continued from previous page)*

Financial instruments *(Continued from previous page)*

For related party debt instruments initially measured at cost, the Company reduces the carrying amount of the asset (or group of assets), to the highest of: the undiscounted cash flows expected to be generated by holding the asset, or group of similar assets, excluding the interest and dividend payments of the instrument; the present value of cash flows expected to be generated by holding the assets; the amount that could be realized by selling the assets at the balance sheet date; and the amount expected to be realized by exercising any rights to collateral held against those assets.

For related party equity instruments initially measured at cost, the Company reduces the carrying amount of the asset (or group of assets), to the amount that could be realized by selling the asset(s) at the balance sheet date.

Any impairment, which is not considered temporary, is included in current year net earnings.

The Company reverses impairment losses on financial assets when there is a decrease in impairment and the decrease can be objectively related to an event occurring after the impairment loss was recognized. The amount of the reversal is recognized in net earnings in the year the reversal occurs.

Measurement uncertainty (use of estimates)

The preparation of financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the year.

Accounts receivable are stated after evaluation as to their collectability and an appropriate allowance for doubtful accounts is provided where considered necessary.

Amortization is based on the estimated useful lives of property, plant and equipment.

These estimates and assumptions are reviewed periodically and, as adjustments become necessary they are reported in earnings in the years in which they become known.

3. Property, plant and equipment

			2022	2021
	Cost	Accumulated amortization	Net book value	Net book value
Vehicle	31,229	-	31,229	-
Computer equipment	9,180	7,637	1,543	2,353
Website	3,250	1,463	1,787	2,763
Furniture and fixtures	1,861	1,861	-	-
Security vests	960	64	896	-
	46,480	11,025	35,455	5,116

During the year, the company purchased a vehicle with a carrying value of \$31,229. No amortization of this asset has been recorded during the current year because it was purchased at the end of the year.

Titan Security & Investigation Inc.
Notes to the Financial Statements
For the year ended December 31, 2022

4. Related party transactions

The following table summarizes the Company's related party transactions for the year:

	2022	2021
The Halifax Herald Limited, a common controlled company		
Security services provided	161,147	148,879
Other services provided	-	17,020
<hr/>		
Saltwire Network Inc., a common controlled company		
Security and personnel services provided	10,131	4,212
Other services provided	-	657
<hr/>		
Headline Promotional Products Limited, a common controlled company		
Operating expenses paid	8,080	4,072
<hr/>		
The Halifax Herald Limited, a common controlled company		
Office expenses paid	22,133	1,188
Rent expense paid to The Halifax Herald Limited	178,400	-
<hr/>		
Saltwire Network Inc., a common controlled company		
Software fees	2,552	1,468
Management fee paid	63,600	-
<hr/>		
Brace Capital Limited, the parent company		
Management fee paid	-	66,000
<hr/>		

These transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Titan Security & Investigation Inc.
Notes to the Financial Statements
For the year ended December 31, 2022

5. Advances to related parties

At the end of the year, the current amounts due from related parties, all related through common ownership, unless otherwise noted below, are as follows:

	2022	2021
Saltwire Network Inc.	-	604
The Halifax Herald Limited	-	29,277
Holiday Parade of Lights	-	1,436
Headline Promotional Products Limited	45,000	-
Brace Capital Limited, the parent company	16,061	-
	61,061	31,317

The amount due from Headline Promotional Products Limited bears interest at 8% per annum. All other related party amounts are non-interest bearing with no set terms of repayment. These amounts are expected to be collected in the next fiscal year and as such are recorded as current.

6. Advances from related parties

At the end of the year, the current amounts due to related parties, all related through common ownership, unless otherwise noted below, are as follows:

	2022	2021
Brace Capital Limited, the Parent company	-	114,832
The Halifax Herald Limited	60,681	-
Saltwire Network Inc.	106,700	-
	167,381	114,832

The amount due to Brace Capital Limited bears interest at 8% per annum and has no set terms of repayment. As such, the balance is due on demand and is presented as a current liability.

7. Long-term debt

	2022	2021
Canada Emergency Business Account (CEBA) loan bearing 0% interest until December 31, 2023. During the year, the Company repaid the CEBA loan balance in full.	-	40,000
Vehicle loan bearing interest at 3.99% payable in monthly instalments of \$692 including interest beginning January 2023, matures December 2026 and is secured by a vehicle with a net book value of \$31,229.	30,640	-
	30,640	40,000
Less: current portion of long-term debt	7,209	-
	23,431	40,000

Titan Security & Investigation Inc.
Notes to the Financial Statements
For the year ended December 31, 2022

7. Long-term debt (Continued from previous page)

Principal repayments on long-term debt in each of the next four years are estimated as follows:

	2023	7,209
	2024	7,501
	2025	7,806
	2026	8,124
		30,640

8. Share capital

Authorized:

40,000 Common shares with a par value of \$1.00 each.

2022 2021

Issued

Common shares

200 Common shares

25,000 25,000

9. Income taxes

The reconciliation of the Company's effective income tax expense is as follows:

	2022	2021
Expected tax expense (Rate - 29%; 2021 - 29%)	9,219	30,239
Increase (decrease) in income tax expense resulting from:		
Impact of difference between amortization for accounting purposes and CCA taken in the period	(8,799)	(490)
Non-deductible expenses	92	517
Actual tax expense	512	30,266

10. Financial instruments

The Company, as part of its operations, carries a number of financial instruments. It is management's opinion that the Company is not exposed to significant interest, currency, credit, liquidity or other price risks arising from these financial instruments except as otherwise disclosed.

Credit concentration

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. Financial instruments that potentially subject the Company to concentrations of credit risk consist of cash and accounts receivable. The Company holds its cash in reputable financial institutions and therefore believes the risk of loss to be remote. The Company is exposed to credit risk from customer accounts receivable. The Company believes this credit risk is minimized as the Company has a large and diverse customer base. A provision for impairment of accounts receivable is established when there is objective evidence that the Company will not be able to collect all amounts due.

10. Financial instruments *(Continued from previous page)*

Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting obligations associated with financial liabilities. The Company is exposed to this risk mainly in respect of its accounts payable and accrued liabilities, amounts due to shareholders and amounts due to related parties. The Company generates sufficient cash flow from operating activities to fund operations and fulfill obligations as they become due. Sufficient financing facilities are in place should cash requirements exceed cash generated from operations.

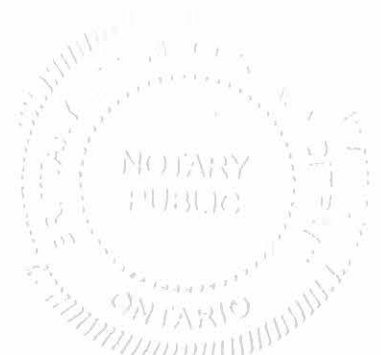
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Hfx No.

This is Exhibit "L" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.

Signature



SaltWire Network Inc & The Halifax Herald Limited

COMBINED BALANCE SHEET

P12

	<u>23/P12</u>
ASSETS	
Cash	262,716
Accounts receivable	15,078,193
Inventory	316,849
Prepays	434,203
Marketable securities	-
	<u>16,091,960</u>
Property, plant and equipment	12,027,876
Intangible assets	2,382,374
Goodwill	1,141,646
Future income taxes	-
Accrued benefit asset	-
Investment in significantly influenced entity	-
Investment	-
Due from shareholders	1,000
Due from related parties	718,825
	<u>32,363,682</u>
TOTAL ASSETS	32,363,682
LIABILITIES	
Accounts payable and accruals	13,125,441
Distributor and carrier payables	(255,824)
Payroll and personnel payables	520,832
HST payable	4,984,981
Advanced payments	2,270,243
Current portion of LTD	-
Current portion of deferred lease inducement	-
	<u>20,645,672</u>
Long-term debt	33,264,813
Vendor note	9,848,694
Deferred lease inducement	503,552
Accrued benefit obligation	16,423,166
Due to related parties	13,498,238
	<u>94,184,135</u>
TOTAL LIABILITIES	94,184,135
Share capital	100,999
Retained earnings	(61,921,453)
EQUITY	<u>(61,820,454)</u>
TOTAL LIABILITIES & EQUITY	32,363,682

SaltWire Network Inc & The Halifax Herald Ltd

YTD Combined Income Statement

	Combined			
	YTD P12 2023		Variance	%
	Actual	Budget		
REVENUE				
Members & Content				
Print subscriptions	15,561,870	18,404,443	(2,842,573)	(15.4%)
Print single copy	3,860,270	3,877,935	(17,665)	(0.5%)
Digital subscriptions	1,883,833	2,456,000	(572,167)	(23.3%)
Licensed content	539,159	433,200	105,959	24.5%
Royalties	349,538	300,000	49,538	16.5%
	22,194,671	25,471,578	(3,276,907)	(12.9%)
Advertising				
Print display	6,924,623	7,994,968	(1,070,344)	(13.4%)
Inserts	11,176,954	13,022,191	(1,845,238)	(14.2%)
Notices and obituaries	4,150,125	5,436,018	(1,285,894)	(23.7%)
Digital display	1,723,537	2,102,821	(379,284)	(18.0%)
Programmatic	484,219	949,911	(465,692)	(49.0%)
Contra, discounts and other	(9,382)	-	(9,382)	-
	24,450,076	29,505,909	(5,055,833)	(17.1%)
Services				
SW commercial print	4,112,904	5,224,928	(1,112,024)	(21.3%)
SW analytics	15,000	600,000	(585,000)	(97.5%)
Door Direct	1,073	4,270,781	(4,269,708)	(100.0%)
SW creative studio	235,269	991,987	(756,717)	(76.3%)
SW media	-	-	-	-
Other services	-	-	-	-
	4,364,246	11,087,696	(6,723,450)	(60.6%)
Other				
Headline sales fees	(131)	45,915	(46,046)	(100.3%)
Management fees	93,151	54,000	39,151	72.5%
Interest and miscellaneous	295,652	50,400	245,252	486.6%
	388,672	150,315	238,357	158.6%
TOTAL REVENUE	51,397,666	66,215,498	(14,817,832)	(22.4%)

EXPENSES

Door Direct expenses	79,554	3,736,933	(3,657,380)	(97.9%)
Wages and benefits	20,102,439	22,550,672	(2,448,233)	(10.9%)
CJLTC	(2,400,100)	(1,250,000)	(1,150,100)	92.0%
Distribution and packaging supplies	14,422,219	15,589,844	(1,167,626)	(7.5%)
Newsprint, paper, plates and ink	2,677,386	4,090,609	(1,413,222)	(34.5%)
Occupancy	3,123,869	3,905,164	(781,295)	(20.0%)
Advertising and promotion	1,933,769	2,906,208	(972,440)	(33.5%)
Professional fees	1,193,389	1,968,345	(774,956)	(39.4%)
Service contracts	1,437,787	1,655,799	(218,012)	(13.2%)
Office and general	992,118	1,369,915	(377,797)	(27.6%)
Content	803,804	1,183,404	(379,600)	(32.1%)
Banking service charges	499,732	553,887	(54,155)	(9.8%)
Vehicles, travel and meals	411,199	468,060	(56,860)	(12.1%)
Repairs and maintenance	245,796	318,469	(72,673)	(22.8%)
Bad debts	285,409	175,560	109,849	62.6%
Vehicle and equipment leases	124,996	176,302	(51,306)	(29.1%)
Training	11,088	154,201	(143,113)	(92.8%)
	45,944,453	59,553,371	(13,608,918)	(22.9%)
EBITDA	5,453,213	6,662,126	(1,208,914)	(18.1%)
OTHER INCOME AND EXPENSE				
Interest expense	2,776,431	2,194,974	581,457	26.5%
Depreciation and amortization	2,723,387	2,864,304	(140,917)	(4.9%)
Termination expense	838,760	625,634	213,126	34.1%
Pension (recovery) expense	426,112	480,000	(53,888)	(11.2%)
Accounting (gains) losses	(1,112,967)	-	(1,112,967)	-
Accretion expense	-	-	-	-
CEWS and CERS	-	-	-	-
	5,651,722	6,164,912	(513,190)	(8.3%)
INCOME BEFORE TAX	(198,510)	497,214	(695,724)	(139.9%)

Herald & SaltWire combined
YTD Statement of Cash Flows
P11 2023

YEAR TO DATE
P12

Net income	(334,090)
Non-cash items	
Depreciation and amortization	2,723,387
Leasehold inducement amortization	(107,904)
Pension expense (recovery)	
Accrued benefit obligation - benefit payments	
Accretion	-
Accounting gains and losses	(1,112,967)
	<u>1,168,425</u>
Changes in NWC	
Accounts receivable	(2,127,819)
Inventory	363,019
Prepays	55,587
Marketable securities	-
Accounts payable and accruals	(3,695,053)
Distributor and carrier payables	(282,229)
Payroll and personnel payables	156,595
HST payable	5,223,175
Advanced payments	(423,892)
	<u>(730,617)</u>
Cash flow from operations	<u>437,809</u>
Investing	
Additions to PP&E	(348,256)
Proceeds on disposal of PP&E	1,612,000
Intangible asset capitalizations	(1,941,855)
	<u>(678,111)</u>
Financing	
Net change in LTD	(1,554,038)
Net change in VTB	-
Net change in related party balances	874,764
	<u>(679,274)</u>
Cash flow from financing	<u>(679,274)</u>
Total change in cash	(919,577)
Opening cash	1,182,291
Closing cash	<u>262,714</u>

Form 39.09

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Hfx No.

This is Exhibit "M" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



Headline Promotional Products Comparative Balance Sheet

As at 12/31/2023

ASSET

Current Assets

Petty Cash at Headline	310.00	
\$CDN Bank Account	14,139.90	
Total Cash		14,449.90
Visa Receivable	0.00	
MasterCard Receivable	0.00	
Total Credit Card Receivables		0.00
Accounts Receivable	91,181.07	
Subscriptions receivable	10.00	
Total Receivable		91,191.07
Prepayments		376.71
GIC Investment		11,000.00
Prepaid Expenses		0.00
Total Current Assets		117,017.68

Inventory Assets

Inventory Warehouse		18,676.72
Inventory Branded Online Store		2,886.97
Inventory Samples		3,213.39
Inventory / In-Transit COS		13,350.85
Inventory Production		15,221.93
Inventory Hurricanes Store		4,830.69
Total Inventory Assets		58,180.55

Capital Assets

Fixed Asset	11,382.12	
Accum. Depreciation Fixed Asset	-11,382.12	
Finance Agreement Embroidery	80,342.05	
Accum. Depreciation Embroidery	-80,342.05	
Lease Brother GTX	38,755.00	
Accum. Depreciation Brother	-38,755.00	
Net - Furniture & Equipment		0.00
Computer	1,854.47	
Accum. Amort. - Computer	-1,854.47	
Net - Computer		0.00
Total Capital Assets		0.00

Other Assets

Goodwill		1.00
Total Other Assets		1.00

TOTAL ASSET		175,199.23
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LIABILITY**Current Liabilities**

Accounts Payable		498,784.86
Other Payable		4,145.70
Accrued Liab - Employee Benefits		46,666.74
Accrued Wages		763.24
TD Visa Payable Ian- 186133		8,369.41
TD Visa Payable Angela- 590856		0.00
GST/HST Charged on Sales	46,229.01	
GST/HST Paid on Purchases	<u>-48,846.84</u>	
GST/HST Owing (Refund)		-2,617.83
Prepaid Sales & Deposits		<u>20,464.39</u>
Total Current Liabilities		<u>576,576.51</u>

Long Term Liabilities

Accrued Liab Commision Payroll		35,072.72
Accrued Liab Fundraiser/Cust Payout		11,188.88
Due to Saltwire Network		12,000.00
Due to Titan		229,466.79
Due to Brace Capital Limited		345,693.59
Int Accrued on Loan from Brace Cap		25,462.02
Int Accrued on Loan from Titan Sec		<u>8,922.93</u>
Total Long Term Liabilities		<u>667,806.93</u>

TOTAL LIABILITY 1,244,383.44

EQUITY**Owners Equity**

Common Shares		10.00
Share Capital 1,000 Class RO-1 Pref		1.00
Contributed Surplus		47,264.06
Retained Earnings - Previous Year		-813,133.92
Current Earnings		<u>-303,325.35</u>
Total Owners Equity		<u>-1,069,184.21</u>

TOTAL EQUITY -1,069,184.21

LIABILITIES AND EQUITY 175,199.23

Headline Promotional Products Comparative Income Statement

Jan to Dec 2023

REVENUE

Sales Revenue

Revenue - Headline Promotional	611,407.22
Freight Revenue - Headline	36,277.24
Revenue - TCH /SW (was SW only)	98,873.99
Freight Revenue - TCH /SW (was SW)	5,413.01
Revenue - Online Stores	79,079.57
Freight Revenue - Online Stores	1,377.33
Online Store Payout/Fundraiser	-14,366.65
Sales Discounts	-0.54
Net Sales	<u>818,061.17</u>

Other Revenue

Interest Revenue	10.55
Miscellaneous Revenue	4,936.37
Total Other Revenue	<u>4,946.92</u>

TOTAL REVENUE 823,008.09

EXPENSE

Cost of Goods Sold

Purchases - Headline	391,124.82
Freight Expense Headline	30,409.27
Purchase Discounts	-120.37
Purchases - TCH /SW (was SW only)	61,945.08
Freight Expense TCH /SW (was SW)	7,777.89
Purchases - Online Stores	37,686.35
Freight Expense Online	4,909.70
Production Supplies	15,738.03
Total Net Purchases	549,470.77
Production Error	3,452.15
Admin & Order Error	4,046.69
MPC Charges	3,130.79
Total Cost of Goods Sold	<u>560,100.40</u>

Payroll Expenses

Wages & Salaries	342,388.00
Wages Overtime	678.72
Sub-Contractors	0.00
Commissions Payroll	32,034.02

El Expense	7,892.13
CPP Expense	19,214.01
WCB Expense	2,094.62
Payworks Expense	2,405.78
Employee Benefits	13,264.01
Total Payroll Expense	<u>419,971.29</u>

General & Administrative Expenses

Management Fees	14,400.00
Accounting, Legal, Prof Fees	3,675.00
Advertising & Promotions	5,107.92
Bad Debts	-366.64
Business Fees & Licenses	744.35
Cash Short/Over	-3.34
Courier & Postage	443.49
Chase Charges	9,730.37
Currency Exchange & Rounding	115.79
Amortisation Expense	943.31
Donations	4,512.64
Sponsorship	2,400.00
Interest, Fees & Bank Charges	26,401.68
Office Supplies	2,836.13
Motor Vehicle Expenses	0.00
Miscellaneous Expenses	295.75
Headline Rent	51,151.36
Repair & Maintenance	7,839.19
Software	12,658.97
Telephone & Internet	2,877.20
Training	0.00
Travel & Parking	0.00
Entertainment & Meals	498.58
Total General & Admin. Expenses	<u>146,261.75</u>

TOTAL EXPENSE 1,126,333.44

NET INCOME -303,325.35

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "N" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



TITAN SECURITY & INVESTIGATION INC.

Comparative Balance Sheet

As at 12/31/2023

ASSET

Current Assets

Petty Cash	144.75	
TD Bank-5420-5260481	162,380.38	
Total Cash		162,525.13
Accounts Receivable	531,450.64	
Other Receivable	60,318.50	
Total Receivable		591,769.14
Prepaid Expenses		12,248.16
Deposits		6,000.00
GIC Investment		11,000.00
Loan to Headline		229,466.79
Loan to Saltwire		276,699.00
Loan to Chronicle		44,262.21
Acc. Interest on Loan to Headline		8,922.93
Inventory		10,517.42
Total Current Assets		1,353,410.78

Capital Assets

Furniture & Equipment	1,860.54	
Accum. Amort. -Furn. & Equip.	-1,860.54	
Net - Furniture & Equipment		0.00
Vehicle	31,228.75	
Accum. Amort. -Vehicle	-9,368.64	
Net - Vehicle		21,860.11
Computer	8,860.38	
Accum. Amort - Computer	-8,860.38	
Net - Computer		0.00
Website	3,250.00	
Accum. Amort - Website	-2,437.50	
Net - Website		812.50
Security Vests	272.00	
Accum. Amort - Security Equipment	-272.00	
Net - Security Equipment		0.00
Total Capital Assets		22,672.61

TOTAL ASSET		1,376,083.39
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LIABILITY**Current Liabilities**

Accounts Payable		29,938.17
Other Payable		9,107.48
Accrued Liab Payroll Benefits		-2,435.13
Accrued Liabilities Payroll		0.00
TD Business Cash Back Visa- 853576		964.79
Federal Income Tax Payable	0.00	
Total Receiver General		0.00
GST/HST Charged on Sales	137,495.33	
GST/HST Paid on Purchases	-28,792.91	
GST/HST Adjustments	76,746.94	
GST/HST Owing (Refund)		185,449.36
Deposits - Uniform		10,190.99
Total Current Liabilities		233,215.66

Long Term Liabilities

Investment from Brace		25,000.00
Vehicle Loan from Steele Hyndai		23,431.22
Loan from Brace Capital		-49,110.90
Due from the Chronicle Herald		383,560.00
Loan to Saltwire		0.00
Total Long Term Liabilities		382,880.32

TOTAL LIABILITY 616,095.98

EQUITY**Retained Earnings**

Retained Earnings - Previous Year		119,127.25
Current Earnings		640,860.16
Total Retained Earnings		759,987.41

TOTAL EQUITY 759,987.41

LIABILITIES AND EQUITY 1,376,083.39

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TITAN SECURITY & INVESTIGATION INC.

Comparative Income Statement

Actual 01/01/2023 to 12/31/2023

REVENUE

Sales Revenue

Static Security Services	1,699,620.89
Sitter Services	2,035,292.88
Event Security	55,389.01
Security Equipment Income	3,861.00
Net Sales	3,794,163.78

Other Revenue

Interest Revenue	10,079.06
Travel Reimbursement	0.00
Other Income	0.00
Total Other Revenue	10,079.06

TOTAL REVENUE 3,804,242.84

EXPENSE

Cost of Goods Sold

Trucking & Transport Other	16.76
Security Equipment Expense	5,621.69
Licence Fees	1,077.51
Software Fees	20,880.50
Subcontracts Events	2,160.00
Travel Reimbursement Guards	2,000.00
Total Cost of Goods Sold	31,756.46

Payroll Expenses

Wages Static Security	2,172,559.42
Wages Event Security	45,038.53
Wages Admin	54,285.27
Salaries Management	143,051.95
Sales Manager	29,304.55
Payroll Manager	26,942.52
EI Expense	56,384.49
CPP Expense	131,027.40
WCB Expense	101,005.56
Employee Benefits	9,137.31
Commission Expense	0.00
Payroll Fees	9,798.63
Total Payroll Expense	2,778,535.63

General & Administrative Expenses

Management Fees	90,800.00
Audit & Legal	9,968.35
Advertising & Promotions	105.75
Marketing Expense	0.00
Bad Debts	0.00
Courier & Postage	134.77
Depreciation Expense	12,782.32
Insurance	17,173.86
Bank Charges & Fees	638.61
Interest & Penalties	1,046.42
Office Supplies	1,697.55
Auto- Finance Charges	1,091.66
Auto- Insurance	2,675.00
Auto - Fuel	13,623.52
Auto - Parking & Tolls	520.25
Auto - Milage	329.09
Auto - Other	1,711.91
Total Motor Vehicle	<u>19,951.43</u>
Miscellaneous Expenses	578.22
Realized Exchange Gain/Loss	-80.16
Rent	178,400.00
Repair & Maintenance	1,187.98
Telephone	4,315.61
Meals & Entertainment	4,423.27
Travel - Other	0.00
Travel - Accomodation	0.00
Utilities	0.00
Uniforms	6,152.98
Cleaning Supplies	296.23
Training	1,799.95
Employee Learning	1,717.45
Corporate Taxes Expense	<u>0.00</u>
Total General & Admin. Expenses	<u>353,090.59</u>
TOTAL EXPENSE	<u>3,163,382.68</u>
NET INCOME	<u><u>640,860.16</u></u>

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Adjusted EBITDA 744,442.48

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "O" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



Brace Capital Limited Comparative Income Statement

	Actual 02/01/2023 to 02/28/2023	Actual 02/01/2022 to 02/28/2022	Actual 01/01/2023 to 02/28/2023	Actual 01/01/2022 to 02/28/2022
REVENUE				
REVENUE				
Interest Income	1,008.27	320.93	2,091.03	684.86
Customer Finance Charges	835.15	368.52	1,686.98	682.48
Miscellaneous Income	121.90	121.90	243.80	243.80
Management Fee Income	11,800.00	7,200.00	23,600.00	14,400.00
Lease Income	2,990.74	1,811.88	5,966.06	3,368.73
TOTAL INCOME	16,756.06	9,823.23	33,587.87	19,379.87
TOTAL REVENUE	16,756.06	9,823.23	33,587.87	19,379.87
TOTAL REVENUE	16,756.06	9,823.23	33,587.87	19,379.87
EXPENSE				
EXPENSES				
Management Fee	3,500.00	3,500.00	7,000.00	7,000.00
Depreciation Expense	4,157.83	1,972.83	8,761.13	3,909.83
Bank Charges and Interest	37.50	33.75	75.00	68.75
Interest Capital Lease	500.75	114.55	1,012.81	234.96
Dues And Subscriptions	31.32	44.99	62.64	89.98
Insurance General	0.00	-1,746.91	0.00	-1,433.82
TOTAL EXPENSES	8,227.40	3,919.21	16,911.58	9,869.70
TOTAL EXPENSE	8,227.40	3,919.21	16,911.58	9,869.70
NET INCOME	8,528.66	5,904.02	16,676.29	9,510.17

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Brace Capital Limited Comparative Balance Sheet

ASSET	<u>As at 02/28/2023</u>	<u>As at 02/28/2022</u>
CURRENT ASSETS		
GIC Deposit	22,000.00	22,000.00
TD Bank - Brace Capital 5255585	<u>3,281.63</u>	<u>28,657.14</u>
Total: Cash	25,281.63	50,657.14
Titan Investment	124,662.60	124,662.60
Headline Investment	<u>23,238.27</u>	<u>23,238.27</u>
Total: Investments	147,900.87	147,900.87
Lease Receivable	136,386.70	63,218.77
Loan Headline Embroidery Machine	0.00	2,308.62
Loan to Headline Promotional	314,993.59	202,993.59
Loan to Titan	51,416.00	114,832.00
Accounts Receivable	65,633.99	2,760.00
Due from S. Dennis	100.00	100.00
Loan to SaltWire	25,000.00	0.00
Accounts Rec Other	<u>11,770.77</u>	<u>1,680.43</u>
Total: Accounts Receivable	605,301.05	387,893.41
Prepaid Expenses	<u>62.63</u>	<u>1,655.35</u>
TOTAL CURRENT ASSETS	<u><u>778,546.18</u></u>	<u><u>588,106.77</u></u>
CAPITAL ASSETS		
Vehicles	85,736.63	85,736.63
2022 Chevrolet Equinox LT Blue	33,531.65	0.00
2022 Chevrolet Equinox LT Black	35,362.50	0.00
2022 Chevrolet Equinox LT Red	33,062.50	0.00
Acc.Deprn. - Vehicles	<u>-71,911.81</u>	<u>-25,100.83</u>
Net Vehicles	<u>115,781.47</u>	<u>60,635.80</u>
TOTAL: Net Capital Assets	<u><u>115,781.47</u></u>	<u><u>60,635.80</u></u>
TOTAL ASSET	<u><u><u>894,327.65</u></u></u>	<u><u><u>648,742.57</u></u></u>
LIABILITY		
CURRENT LIABILITIES		
Accounts Payable	91,813.01	45,185.36
Other Payable	5,028.84	10,288.84
Lease Payable	9,780.26	28,876.88
Lease Payable Chevrolet Equinox	92,605.54	0.00
Deferred Lease - GMC Savana Van	11,984.71	18,953.20
Deferred Revenue - Boiler	0.00	1,272.00
Deferred Lease - GMC Savana 2019	25,145.37	34,810.80

Deferred Lease - Toyota Corola 2018		6,397.25	9,454.77
Def Lease - Chev Equinox 2022 Blue		30,630.78	0.00
Def Lease - Chev Equinox 2022 Black		32,147.47	0.00
Def Lease - Chev Equinox 2022 Red		30,033.30	0.00
Accrued Liability	0.00		2,544.00
Due to Halifax Herald	600,000.00		600,000.00
Total Accrued Liabilities		600,000.00	602,544.00
Income Tax Payable	0.00		5,142.00
Receiver General Payable		0.00	5,142.00
HST Paid On Purchases	-2,100.87		-3,778.76
HST Collected	3,540.00		2,160.00
HST Payable		1,439.13	-1,618.76
TOTAL CURRENT LIABILITIES		937,005.66	754,909.09
TOTAL LIABILITY		937,005.66	754,909.09
EQUITY			
SHAREHOLDERS EQUITY			
Share Capital Class A Common	99.00		99.00
Total Capital		99.00	99.00
Retained Earnings		-59,453.30	-115,775.69
Current Earnings		16,676.29	9,510.17
Total: Equity		-42,678.01	-106,166.52
TOTAL EQUITY		-42,678.01	-106,166.52
LIABILITIES AND EQUITY		894,327.65	648,742.57

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Hfx No.

This is Exhibit "P" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



Brace Holdings Limited

Comparative Income Statement

	<u>il 01/01/2022 to 11/30/2022</u>	<u>Actual 01/01/2021 to 11/30/2021</u>
REVENUE		
TOTAL REVENUE	<u>0.00</u>	<u>0.00</u>
EXPENSE		
General & Administrative Expenses		
Professional Fees	443.35	468.35
Office	<u>451.00</u>	<u>539.88</u>
Total General & Admin. Expenses	<u>894.35</u>	<u>1,008.23</u>
TOTAL EXPENSE	<u>894.35</u>	<u>1,008.23</u>
NET INCOME	<u><u>-894.35</u></u>	<u><u>-1,008.23</u></u>

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Brace Holdings Limited			
Comparative Balance Sheet			
		As at 11/30/2022	As at 11/30/2021
ASSET			
Other Non-Current Assets			
Investment in The Chronicle Herald		1,100.00	1,100.00
Investment in Saltwire		11.00	11.00
Investment in Headline		1.00	1.00
Investment in Brace		99.00	99.00
Due from S.Dennis Family Trust		5.00	5.00
Due from M.Lever Family Trust		5.00	5.00
Total Other Non-Current Assets		<u>1,221.00</u>	<u>1,221.00</u>
TOTAL ASSET		<u>1,221.00</u>	<u>1,221.00</u>
LIABILITY			
Current Liabilities			
Payable to Saltwire		10.00	10.00
Total Current Liabilities		<u>10.00</u>	<u>10.00</u>
Long Term Liabilities			
Loan from The Chronicle Herald		45,158.13	41,013.78
Total Long Term Liabilities		<u>45,158.13</u>	<u>41,013.78</u>
TOTAL LIABILITY		<u>45,168.13</u>	<u>41,023.78</u>
EQUITY			
Owners Equity			
Class A Common Shares		5.00	5.00
Class B Common Shares		5.00	5.00
Class EF-1 Pref Shares		1,101.00	1,101.00
Class RO-1 Pref Shares		100.00	100.00
Retained Earnings - Previous Year		-44,263.78	-40,005.55
Current Earnings		-894.35	-1,008.23
Total Owners Equity		<u>-43,947.13</u>	<u>-39,802.78</u>
TOTAL EQUITY		<u>-43,947.13</u>	<u>-39,802.78</u>
LIABILITIES AND EQUITY		<u>1,221.00</u>	<u>1,221.00</u>
Generated On: 12/21/2022			

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Exhibit Stamp

Hfx No.

This is Exhibit "Q.1" referred to in
the affidavit of Russell French, sworn to
before me on March 8, 2024.



Signature



LOAN AGREEMENT

THIS AGREEMENT made as of the 19th day of July, 2012.

BETWEEN:

THE HALIFAX HERALD LIMITED

(the "**Borrower**")

OF THE FIRST PART

AND:

**G.W.D. INVESTMENTS LIMITED ("GWD")
BRACE CAPITAL LTD. ("Brace")
BOUNTY PRINT LIMITED ("Bounty")
BRACE PROPERTIES LIMITED ("Brace Properties")
BRACE PUBLISHING LIMITED ("Brace Publishing")**

(each individually called a "**Guarantor**" and collectively called the "**Guarantors**")

OF THE SECOND PART

AND:

**INTEGRATED PRIVATE DEBT FUND III LP, by its sole general partner
INTEGRATED PRIVATE DEBT FUND GP INC.**

(the "**Lender**")

OF THE THIRD PART

WHEREAS the Lender has agreed to establish term loan credit facilities for the Borrower, and the Borrower has agreed to avail itself of such term loan credit facilities, on the terms and conditions as set out in this Agreement;

AND WHEREAS the Guarantors, each an affiliate of the Borrower, have agreed to guarantee the obligations of the Borrower to the Lender in relation to such term loan facility, on the terms and conditions specified in this Agreement, and in the guarantees provided in connection therewith;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1.00 - MISCELLANEOUS

1.1 Formal Date

For the purpose of convenience this Agreement may be referred to as bearing the formal date of the 19th day of July, 2012, irrespective of the actual date of execution thereof.

1.2 Definitions

For the purposes of this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings and words defined elsewhere in this Agreement shall have the meaning ascribed to them therein:

- (a) "**Accelerated Amounts**" means the premium set forth in section 3.10;
- (b) "**Advances**" means collectively all those advances of monies made by the Lender to the Borrower under this Agreement and "**Advance**" means any one of such Advances;
- (c) "**affiliate**" shall have the meaning attributed to that term in the *Canada Business Corporations Act* and "**affiliated**" shall have like meaning;
- (d) "**Applicable Canada Bond**" means with respect to a prepayment of an Advance the non-callable Government of Canada bond denominated in Cdn. currency determined by the Lender as having a remaining term to maturity closest to the remaining term to maturity of the Advance in respect of which the prepayment is to be made;
- (e) "**Applicable Canada Bond Yield**" means with respect to the prepayment of an Advance, the arithmetic average (rounded to the nearest 1/100th of 1%) of the respective percentages reasonably determined by the Lender, calculated in accordance with the generally accepted financial practices, assuming semi-annual compounding, to be the yield to maturity, expressed as an annual rate of interest, on the Applicable Canada Bond on the 3rd Business Day preceding the date of such prepayment;
- (f) "**associate**" shall have the meaning attributed to that term in the *Securities Act* (Nova Scotia) and "**associated**" shall have like meaning;
- (g) "**Business Day**" means a day other than Saturday, Sunday or a statutory holiday in the Provinces of Nova Scotia or Ontario, or any other day upon which the Lender is not open for the transaction of business throughout normal business hours, at its principal office, in the City of Toronto;
- (h) "**Change in Control**" means any one of the following: (i) the Borrower ceases to be a wholly-owned subsidiary of GWD; (ii) either of GWD or Brace cease to be directly or indirectly wholly-owned by Sarah Dennis or her lineal descendants; (iii) any of Bounty, Brace Properties or Brace Publishing cease to be wholly owned by Brace; or (iv) there is a material change in the directors or senior executive

officers of any Obligor, and such persons are not replaced by a person or persons acceptable to the Lender;

- (i) **"Closing"** means the date of first Advance after satisfaction of all conditions precedent, delivery of this Agreement and the Security;
- (j) **"Closing Costs"** means all costs and expenses of the Borrower, Guarantors and the Lender, including but not limited to professional fees and disbursements, incurred in relation to the closing of the transactions contemplated by this Agreement;
- (k) **"Control"** and **"Controlled"** shall have the same meaning as defined in the *Canada Business Corporations Act*, and **"Controlling"** shall have a comparable meaning;
- (l) **"Corporate Distribution"** means:
 - (i) the purchase, redemption or retirement, by the Borrower or any Guarantor of any interest in its capital;
 - (ii) the payment by the Borrower or any Guarantor of any management fee, consulting fee, dividend, bonus or any other payment or distribution to unitholders, shareholders, directors, officers or other related persons other than regular and customary payments of compensation for employment services in the ordinary course of business, all in accordance with usual past practice; and
 - (iii) any payment by the Borrower or any Guarantor on account of: (1) any principal or interest on any loans or advances owing at any time to shareholders, directors, officers or other related person; and (2) any subordinated loans, except for payments permitted by agreement with the Lender;
- (m) **"Debt"** means (i) all indebtedness of such person for borrowed money, including borrowings by way of bankers' acceptances or letters of credit and contingent reimbursement obligations including letters of guarantee and the maximum amount of all such Debt which is directly or indirectly guaranteed by such person (contingently or otherwise) (eliminating from such calculation where it is duplicative of another person's debt, any guarantee by such person of another person's obligations); (ii) preferred shares classified as debt according to GAAP; (iii) obligations issued or assumed in connection with the acquisition of property in respect of the deferred purchase price of such property; (iv) capital lease obligations and obligations secured by Purchase Money Mortgages; and (v) contingent liabilities in respect of borrowed money and excluding, in any event (a) trade accounts payable, current taxes payable, dividends payable and accrued interest payable, (b) future taxes, (c) asset retirement obligations, and (d) derivative (negative value) financial instruments;
- (n) **"Default"** means an event which, with the giving of notice or the passage of time or the making of any determination or any combination thereof for herein could become an Event of Default;

- (o) **"EBITDA"** means earnings before interest, taxes, depreciation and amortization. For the purposes of this Agreement, EBITDA does not include such non-cash items as the non-cash portion of current pension expenses, stock based compensation, loss/gain on disposal of assets and/or any one time/non-recurring items. For greater certainty, EBITDA does not include solvency payments required to be made by the Borrower pursuant to the Pension Act (Nova Scotia);
- (p) **"Environmental Laws"** means all applicable laws, by-laws, regulations relating in full or in part to the protection of the natural environment, including the storage, use, generation, handling, manufacturing, processing, treatment, release and disposal of "hazardous substances", "contaminants" and "industrial waste" as defined in all applicable environmental protection legislation and specifically means and includes all applicable federal, state, provincial or local laws, statutes, rules, regulations, ordinances and codes, together with all administrative orders, directed duties, licenses, authorizations and permits of, and agreements with, any Governmental Authorities, in each case relating to environmental, health, safety and land use matters; including, without limitation, all applicable Canadian, federal, provincial, municipal, or local laws, statutes or by-laws or ordinances relating to the environment, occupational safety, health, product liability, and transportation, including, without limitation, the following: the Environment Act R.S.N.S 1994-95, c. 1, s. 1, the Canadian Environmental Protection Act, S.C. 1988, c. 22, and any other applicable laws, in each case as amended from time to time;
- (q) **"Event of Default"** means any of the events described in Section 6.1;
- (r) **"generally accepted accounting principles" ("GAAP")** means the accounting principles recommended by the Canadian Institute of Chartered Accountants as provided in the "CICA Handbook", as the same may be amended, replaced or restated from time to time, being as to the Borrower and Guarantors, the elected accounting standards for private enterprises;
- (s) **"Government of Canada Bond Yield"** means as the Applicable Canada Bond Yield is defined at the stated time of determination.
- (t) **"Governmental Authority"** means (i) any government or political subdivision thereof national, provincial, county, municipal or regional having jurisdiction in the relevant circumstances; (ii) any agency or instrumentality of any such government, political subdivision or other government entity (including any central bank or comparable agency); (iii) any court, arbitral tribunal or arbitrator; and (iv) any non-government regulating body, to the extent that the rules, regulations or orders of such body have the force of law;
- (u) **"Guarantees"** means the agreement of guarantee provided by each Guarantor to the Lender with regard to the obligations of the Borrower under, inter alia, this Agreement;
- (v) **"Guarantor"** means each of those persons executing this Agreement in that capacity;
- (w) **"Indebtedness"** means and includes all principal, interest, interest on overdue interest and premium, costs and expenses payable by the Borrower pursuant to

the provisions of this Agreement and the Security, from time to time outstanding, and all other monies for the time being and from time to time owing by the Borrower to the Lender;

- (x) **"Interest Rate Differential"** means the premium equal to the difference between (i) the present value of the Loan interest and the principal payments which are foregone, discounted at the Applicable Canada Bond Yield, (on a compounded monthly equivalent basis, as determined by the Lender) plus 50 basis points, for the term from the date of prepayment to the date of original maturity; and (ii) the face value of the principal amount being prepaid at the date of prepayment;
- (y) **"Lien"** means any mortgage, pledge, security interest, encumbrance, transfer or other restriction, lien or charge of any kind or any other priority arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement or any lease in the nature thereof), or any other arrangement pursuant to which title to the Property is retained by or vested in some other person for security purposes;
- (z) **"Loan"** means the loan in the initial principal amount advanced under Section 3.1 hereof pursuant to this Agreement and any additions or accruals thereto;
- (aa) **"Loan Documents"** means this Agreement and the Security;
- (bb) **"Maintenance CAPEX"** means all capital expenditures for the maintenance of assets of the Borrower necessary for the ongoing operations of the Borrower's business excluding major capital upgrades to the presses;
- (cc) **"Material Adverse Effect"** means a material adverse effect on: (a) the business, operations, or property or financial or other condition of a person which would negatively affect the ability of that person to perform and discharge its obligations under this Agreement or any of the Security in a material way, (b) the collateral covered by the Security, the Lender's liens on such collateral or the priority of such liens, or (c) the Lender's ability to enforce its rights or remedies under this Agreement or any of the Security, in each case as determined by the Lender, acting reasonably;
- (dd) **"Material Contracts"** means, with respect to any person, all contracts, the breach or default of which would result in a Material Adverse Effect and, when used in relation to any person, the term **"Material Contracts"** shall mean and refer to Material Contracts to which such person is a party or by which it is bound or may hereafter become a party or be bound and **"Material Contract"** means any one thereof;
- (ee) **"Material Licences"** means, collectively, any licence, permit or approval issued by any Governmental Authority to any person, and which is at any time on or after the date of this Agreement, necessary or material to the business and operations of such person, the breach or default of which would result in a Material Adverse Effect;
- (ff) **"Maturity Date"** means July 19, 2022;

- (gg) "**Mortgaged Property**" means and includes all the undertaking, property and assets of the Borrower and the Guarantors which is subject to the Security;
- (hh) "**Obligors**" means, collectively, the Borrower and the Guarantors;
- (ii) "**Operating Line Debt**" means the operating line revolving facility of no more than Four Million Dollars provided to the Borrower by the Borrower's bankers upon terms and conditions reasonably satisfactory to the Lender;
- (jj) "**Permitted Encumbrances**" means any one or more of the following:
- (i) Liens for taxes, assessments, governmental charges or levies not at the time due and delinquent, or the validity of which is being contested by the Borrower in good faith and by proper legal proceedings which effectively postpone enforcement of any such lien;
 - (ii) The lien of any judgment rendered or claim filed against the Borrower which the Borrower shall be contesting in good faith by proper legal proceedings, and provided such proceedings effectively postpone enforcement of any such lien;
 - (iii) The reservations, limitations, provisos and conditions, if any, expressed in any original grants from the Crown, registered or recorded easements, or statutory exceptions to title, which do not, in the opinion of counsel for the Lender, impair the use or materially affect the marketability of the property;
 - (iv) Liens or rights of distress reserved in, or exercisable under, any lease (other than capital leases) for rent, or for compliance with the terms of such lease;
 - (v) Inchoate or statutory liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of construction, maintenance, repair or operation of assets of the Borrower provided that such liens are related to obligations not due or delinquent are not registered against title to any assets of the Borrower and in respect of which adequate holdbacks are being maintained as required by applicable law or such liens are being contested in good faith by appropriate proceedings and in respect of which there has been set aside a reserve (segregated to the extent required by GAAP) in an adequate amount and provided further that such liens do not, in the Lender's reasonable opinion materially reduce the value of the assets of the Borrower or materially interfere with the use of such assets in the operation of the business of the Borrower;
 - (vi) Easements, rights-of-way, servitudes, restrictions and similar rights in real property comprised in the assets of the Borrower or interests therein granted or reserved to other persons, provided that such rights do not, in the Lender's reasonable opinion, reduce the value of the assets of the Borrower or materially interfere with the use of such assets in the operation of the business of the Borrower;

- (vii) Title defects or irregularities which are of a minor nature and which, in the Lender's reasonable opinion, do not reduce the value of the assets of the Borrower or materially interfere with their use in the operation of the business of the Borrower;
 - (viii) Liens securing appeal bonds and other similar liens arising in connection with court proceedings (including, without limitation, surety bonds, security for costs of litigation where required by law and letters of credit) or any other instruments serving a similar purpose;
 - (ix) Liens given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operation of the business or the ownership of the assets of the Borrower, provided that such Liens do not, in the Lender's reasonable opinion, reduce the value of the assets of the Borrower or materially interfere with their use in the operation of the business of the Borrower;
 - (x) Servicing agreements, development agreements, site plan agreements, and other agreements with Governmental Authorities pertaining to the use or development of any of the assets of the Borrower, provided same are complied with and do not, in the Lender's reasonable opinion, reduce the value of the assets of the Borrower or materially interfere with their use in the operation of the business of the Borrower including, without limitation, any obligations to deliver letters of credit and other security as required;
 - (xi) Applicable municipal and other governmental restrictions, including municipal by-laws and regulations, affecting the use of land or the nature of any structures which may be erected thereon, provided such restrictions have been complied with and do not, in the Lender's opinion, reduce the value of the assets of the Borrower or materially interfere with their use in the operation of the business of the Borrower;
 - (xii) The right reserved to or vested in any Governmental Authority by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of the Borrower, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;
 - (xiii) Liens in favour of the Lender created by the Security;
 - (xiv) Liens granted to third party lenders in connection with permitted additional Debt pursuant to Section 5.2(i) herein;
 - (xv) Purchase Money Mortgages; and
 - (xvi) Security interests listed in **Schedule "A"** hereto;
- (kk) "**Permitted Indebtedness**" means that indebtedness listed as such in **Schedule "A"** (including any renewal or replacement thereof);

- (ll) "**person**" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization or any other association, a corporation and a government or any department or agency thereof;
- (mm) "**Plant Capital Expenditures**" means capital expenditures of the Borrower relating to the upgrades being undertaken to the press equipment located at the facilities located at 311 Bluewater Road, Halifax, Nova Scotia;
- (nn) "**Property**" means all types of real, personal or mixed property and all types of tangible or intangible property;
- (oo) "**Purchase Money Mortgages**" means any security interest charging property acquired, which is granted or assumed or which arises by operation of law in favour of the transferor concurrently with and for the purpose of the acquisition of such property, in each case where (i) the principal amount secured by the security interest is not in excess of the purchase price (after any post-closing adjustment) of the property acquired, and (ii) such security interest extends only to the property acquired and its proceeds, including capital leases;
- (pp) "**Real Property**" means the lands described in **Schedule "B"** attached hereto;
- (qq) "**Security**" means the Security Agreements, the Guarantees, assignments and any other instrument or agreement which purports to secure the Indebtedness provided in accordance with the terms of this Agreement and as listed in **Schedule "D"**;
- (rr) "**Security Agreements**" means the general security agreement and the mortgage issued by the Borrower to the Lender;
- (ss) "**Senior Long Term Debt**" means the Loan advanced to the Borrower pursuant to this Agreement;
- (tt) "**Subsidiary**" of a person means (a) any corporation of which the person and/or any one of its affiliates (as defined in the *Canada Business Corporations Act*) holds, directly or indirectly, other than by way of security only, securities to which are attached more than 50% of the votes that may be cast to elect directors of such corporation, (b) any corporation of which the person and/or any one of its affiliates has, through operation of law or otherwise, the ability to elect or cause the election of a majority of the directors of such corporation, (c) any partnership, limited liability company, unlimited liability company or joint venture in which such person and/or one or more of its affiliates has, directly or indirectly, more than 50% of the votes that may be cast to elect the governing body of such entity or otherwise Control its activity, and (d) any partnership, limited liability company, unlimited liability company or joint venture in which such person and/or one or more of its affiliates has, through operation of law or otherwise, the ability to elect or cause the election of a majority of the members of the governing body of such entity or otherwise Control its activity; and
- (uu) "**this Agreement**", "**hereto**", "**herein**", "**hereof**", "**hereby**", "**hereunder**" and similar expressions refer to this Loan Agreement and not to any particular section or other portion hereof, and include any and every instrument supplemental or ancillary hereto, or in implement hereof, and the expressions

"**article**" or "**section**" followed by a number mean and refer to the specified article or section of this Agreement.

1.3 **Plurality and Gender, etc.**

Words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender.

1.4 **Headings**

The Article and section headings are not to be considered part of this Agreement, are inserted for convenience of reference only, are not intended to be full or accurate descriptions of the content thereof, and shall not affect the construction or interpretation of this Agreement.

1.5 **Law Applicable**

This Agreement shall be construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein and shall be treated in all respects as a Nova Scotia contract.

1.6 **Currency**

All dollar amounts referred to in this Agreement, and all payments to be made hereunder, are in Canadian Dollars. All dollar amounts referred to in this Agreement are expressed in Canadian Dollars.

1.7 **Entire Agreement**

This Agreement, including the schedules hereto, the Security, and any agreement collateral hereto or thereto constitutes the entire agreement between the parties, and may not be amended or modified in any respect except by written instrument signed by the parties hereto, and all other agreements, undertakings, representations and writings, oral or written, are entirely replaced thereby and are no longer effective.

1.8 **Successor Legislation**

Any statute referred to herein or in the Security shall be deemed to include that statute as amended, restated and/or replaced from time to time, and any successor legislation to the same general intent and effect.

1.9 **Assignment**

This Agreement shall enure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement may be assigned by the Lender prior to Default with the prior written consent of the Borrower and after Default without consent, in which event the Borrower and the Guarantor shall attorn in all respects to such assignment and the assignee thereof. Neither the Borrower nor any Guarantor may assign this Agreement without the consent of the Lender.

1.10 **Business Day**

If under the provisions of this Agreement any amount is to be paid or any act or thing is to be done or step is to be taken on a day other than a Business Day, then such amount shall be paid or such act, thing or step shall be done or taken on the next Business Day.

1.11 **Severability**

In the event that any one or more provisions contained in this Agreement, the Security, or any other agreement required hereunder to be delivered to the Lender, shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof or of the security shall not be affected or impaired thereby. The Parties shall engage in good faith discussions to replace any provision that is deemed to be invalid, illegal or unenforceable with a valid, legal and enforceable provision, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

1.12 **Application of GAAP**

All financial statements herein shall, unless otherwise provided, be interpreted in accordance with generally accepted accounting principles, consistently applied, on a consolidated basis, pursuant to the elected accounting standards for private enterprises.

All financial terms employed and calculations provided for herein shall, unless otherwise specifically provided, be interpreted and applied in accordance with generally accepted accounting principles applied on a consistent basis, and applicable on both a consolidated, or combined, if appropriate, and unconsolidated basis, pursuant to the elected accounting standards for private enterprises.

1.13 **Execution**

This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same Agreement.

1.14 **Schedules**

The following schedules are incorporated herein and form part of this Agreement.

Schedule "A"	-	Permitted Encumbrances and Permitted Indebtedness
Schedule "B"	-	Location of Assets and Chief Executive Offices
Schedule "C"	-	Corporate Chart
Schedule "D"	-	List of Security Agreements
Schedule "E"	-	Contingent Liabilities
Schedule "F"	-	Material Contracts, Pension and Benefit Plans
Schedule "G"	-	Material Licences
Schedule "H"	-	Loan Repayment Schedule

1.15 **Conflict**

In the event of any conflict between any term, condition or provision of this Agreement and those of the Security, or of any other agreement to be delivered to the Lender hereunder, then the term, condition or provision of this Agreement shall govern.

ARTICLE 2.00 - REPRESENTATIONS AND WARRANTIES

2.1 **Representations and Warranties**

The Borrower, and each Guarantor jointly and severally represents and warrants to the Lender, and acknowledges that the Lender is relying on such representations and warranties in entering into this Agreement and in making Advances hereunder, as follows:

(a) **Status**

If a corporation, it has been duly incorporated or created and organized and is a validly existing corporation, under the laws of its governing jurisdiction, and has full capacity and power to carry on its business as presently conducted and to own or lease property and holds all necessary material licences, permits and consents to carry on such business in all jurisdictions in which it does so, all of which, in the case of the Borrower, is outlined in **Schedule "B"** hereto;

If a limited partnership it is a duly formed and validly existing limited partnership and its general partners have the corporate authority and power to own and lease its property and to carry on its business as presently constituted, and each general partner thereof is a corporation, it has been duly incorporated or created and organized and is a validly existing corporation, under the laws of its governing jurisdiction, and has full capacity and power to carry on its business as presently conducted and to own or lease property and holds all necessary material licences, permits and consents to carry on such business in all jurisdictions in which it does so, all of which is outlined in **Schedule "B"** hereto;

(b) **Power and Authority**

It has the power to enter into, execute, deliver and perform this Agreement and the Security and, in the case of the Borrower, is duly authorized to borrow the monies herein contemplated;

(c) **Non-Violation of Other Instruments and Authorization**

(i) The borrowing of money by the Borrower, the entering into and performance of this Agreement, the Security and any other agreement collateral hereto or thereto by the Borrower and each Guarantor, and the issue of the Security to which it is a party to be given hereunder does not conflict, and will not conflict with, and does not result, and will not result with the passage of time or otherwise, in a breach or violation of, or constitute a default under, its articles of incorporation or its by-laws, or any of the covenants or the provisions contained in any agreement to which it is a party, or by which it or its assets are subject; and

- (ii) All necessary steps and proceedings have been taken, and all consents have been obtained to authorize the entering into, delivery and performance of this Agreement and to create and authorize the issuance, delivery and performance of the Security;

(d) **Valid Security**

This Agreement and the Security create in favour of the Lender, as applicable, valid and binding and perfected obligations of it, to the extent it is a party thereto on all of its respective right, title and interest in and to all of the collateral which is the subject matter of the Security enforceable against it in accordance with their respective terms subject to applicable bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and to equitable remedies that may be granted only in the discretion of a court of competent jurisdiction;

(e) **Title to Assets and Property**

It has good and marketable title to the Property owned by it, free and clear of encumbrances or security interests except for Permitted Encumbrances and no person has any agreement or right to acquire such Property out of the ordinary course of business;

(f) **No Default**

Other than as to matters waived in writing by the Lender, it is not in default in the performance or observance of any of the obligations, covenants or conditions contained in any Material Contract or other instrument to which it is a party or by which it is bound;

(g) **Financial Condition**

Since the date of the audited financial statements of the Borrower and the unaudited financial statements of the Guarantors, dated as at June 30, 2012, there has occurred no Material Adverse Effect affecting the Borrower or Guarantors' business or financial condition;

(h) **Financial Information**

All balance sheets, earnings statements and other financial data of the Borrower and Guarantors which have been delivered to the Lender are true and correct in all material respects as of the respective dates thereof, have been prepared in accordance with generally accepted accounting principles consistently applied, and do fairly present the financial position and condition of the Borrower and Guarantors as of the respective dates thereof, and all other information, certificates, schedules, reports and other papers and data which have been furnished by the Borrower to the Agent or the Lender, as applicable, are complete, accurate and correct in all material respects at the time the same were furnished subject, in the case of interim statements, to usual year end adjustments;

(i) **No Actions**

There are no actions, suits, judicial or arbitral proceedings pending or to its knowledge threatened against it in any court or before any other authority which could reasonably be expected to result in any material adverse change in its business or financial condition, or which could reasonably be expected to materially adversely affect the ownership, status or use of the Mortgaged Property;

(j) **Judgments and Executions**

As at the date hereof, there are no judgments or executions filed or pending against it;

(k) **Insolvency Proceedings**

It has not made any assignment for the benefit of creditors, nor has any receiving order been made against it under the provisions of the *Bankruptcy and Insolvency Act*, nor has any petition for such an order been served upon it, nor are there any proceedings in effect or threatened under the provisions of the *Winding-Up and Restructuring Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada), nor has any receiver, receiver and manager, monitor, custodian or official with similar powers been appointed by court order or privately respecting it or any of its assets or property; nor has it committed an act of bankruptcy; taken advantage of any act for bankrupt or insolvent debtors; filed a notice of intention to make a proposal or a proposal under the *Bankruptcy and Insolvency Act* (Canada); proposed a compromise or arrangement of its creditors generally, made any assignment for the benefit of creditors, taken any proceedings with respect to a compromise or arrangement, nor to have a receiver appointed over any part of its assets or property;

(l) **Leases**

It is in good standing under all leases to which it is a party, and no right currently exists in any lessor or lessee thereunder to terminate any such lease, and each such lease is its valid and binding obligation;

(m) **Taxation Procedures**

Other than as accepted in writing by the Lender, it has duly and timely filed all tax returns required to be filed by it, and it has paid all taxes which are due and payable, and has paid all assessments and reassessments, and all other taxes, penalties, interest and fines claimed against it which are due or payable by it on or before the date due and payable other than those: (i) in respect of which liability based on such returns is being contested in good faith and by appropriate proceedings where adequate reserves have been established in accordance with GAAP; and (ii) the effect of such proceedings is to stay any lien, charge or seizure of property. Adequate provision and installment payments have been made for taxes and governmental royalties payable for the current period for which returns are not yet required to be filed. Except as disclosed in writing to the Lender, as at the date hereof there are no agreements, waivers or other

arrangements providing for an extension of time with respect to the filing of any tax return, or payment of any taxes, or deficiency;

(n) **Employee Payments**

It has withheld from each payment to any of its officers, directors and employees the amount of all taxes, including but not limited to, income tax and other deductions required to be withheld therefrom, and has paid the same to the proper tax or other receiving officers within the time required under any applicable tax legislation. Except as waived in writing by the Lender, it is not subject to any claim by its employees arising from salary or benefits which have not been paid when due, all such salary and benefits being paid to date, except where such claims would not have a Material Adverse Effect on it;

(o) **Ownership or Licence**

It owns or licenses all licences, permits, authorities, patents, industrial designs, trade-marks, trade secrets, know-how, environmental technology, biotechnology, confidential information, trade-names, goodwill, copyrights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively, the "**Intellectual Property**"), necessary for the conduct of its business and all such licenses are in good standings;

(p) **Subsidiaries**

The corporate chart appended hereto as **Schedule "C"** is true and correct on the date hereof.

(q) **Contingent Liabilities and Debt.**

The Borrower has disclosed to the Lender all contingent liabilities as at the date hereof, and as at the date hereof it has not incurred any Debt which is not disclosed on or reflected in the financial statements provided to the Lender, other than Debt or contingent liabilities incurred by it or credit extended to it in the ordinary course of business after the date of such financial statements.

(r) **Location of Assets, Places of Business.**

The location of all of its tangible and intangible property and assets and places of business is set out in **Schedule "B"**. Its registered and chief executive offices are set out in **Schedule "B"**.

(s) **No Default or Event of Default**

Except as waived in writing by the Lender, there exists no Default or Event of Default.

(t) **Compliance**

It is in compliance with its constating documents and is in compliance in all material respects with all applicable laws, including health, safety and

employment standards, transportation, customs, labour codes and Environmental Laws.

(u) **Canadian Pension and Benefit Plans**

All of its material obligations (including fiduciary, funding, investment and administration obligations) required to be performed in connection with its pension plans and the funding agreements therefor have been performed in a timely fashion. There have been no improper withdrawals or applications of the assets of its pension plans or its benefit plans. There is no proceeding, action, suit or claim (other than routine claims for benefits) pending or threatened involving its pension plans or its benefit plans, and no facts exist which could reasonably be expected to give rise to that type of proceeding, action, suit or claim which would have a Material Adverse Effect on its business or financial status. Save and except for as set out in **Schedule "F"**, any pension plan is fully funded both on an ongoing basis and on a winding-up basis (using actuarial methods and assumptions which are consistent with the valuations last filed with the applicable Governmental Authorities and which are consistent with GAAP). The Borrower and Guarantors do not have any pension or benefit plans other than Canadian pension plans and Canadian benefit plans, as listed in **Schedule "F"**.

(v) **Labour Matters**

Except as acknowledged in writing by the Lender, there are no strikes or other labour disputes against it that are pending or, to its knowledge, threatened, other than employee instituted decertification processes. All payment except those which would not have a Material Adverse Effect on its business or financial status due from it on account of employee insurance and vacation pay have been paid or accrued as a liability on its books. It is in material compliance with the terms and conditions of any collective agreements, consulting agreements, management agreements and employment agreements.

(w) **General Environmental Representations**

As of the date hereof:

- (i) except as acknowledged in writing by the Lender, it is not aware of any environmental problem or potential problem which would have a Material Adverse Effect on it or any of its assets;
- (ii) there is no action or other proceeding which has been commenced against it or any of its assets with respect to any breach of Environmental Laws;
- (iii) it has not used any of its Real Property, to manufacture, store or otherwise deal with any contaminants, pollutants, dangerous or toxic substances, liquid wastes or other hazardous substances except in material compliance with all applicable Environmental Laws, and it has complied with all federal, provincial and municipal orders, regulations and by-laws relating to environmental matters; and
- (iv) There have been no "release" of "contaminants", as those terms are defined in the Environment Act R.S.N.S. 1994-95, c. 1, s. 1, for which it is responsible either as the "owner of the pollutant", or "person having

control of a pollutant" as those terms are defined in the Environment Act R.S.N.S. 1994-95, c. 1, s. 1.

2.2 The Borrower and each Guarantor specifically jointly and severally represents and warrants to the Lender, and acknowledges that the Lender is relying on such representations and warranties in entering into this Agreement and in making Advances hereunder, as follows:

(a) **Expropriation and Work Order**

No part of the Real Property has been condemned, taken or expropriated by any provincial, municipal or any other competent authority, and no alteration, repair, improvement or other work has been ordered or directed to be done, or performed to, or in respect of, the Real Property;

(b) **Buildings as Shown by Survey**

There have been no additions or alterations to the buildings located on the Real Property except as indicated on the surveys delivered to the Lender;

(c) **Unrecorded Title Defects**

There are no liens, easements, charges, encroachments, rights-of-way, mortgages, work orders, licenses, deed restrictions, leases, tenancies or agreements affecting the Real Property except as disclosed by the registered title;

(d) **Utility Arrears**

There is nothing owing in respect of the Real Property to any municipality, or to any other corporation or commission owning or operating a public utility for water, gas, electrical power, energy, steam or hot water, or for the use thereof, or for the equipment used in connection therewith;

(e) **Building Location**

The buildings on the Real Property are entirely within the limits of the Real Property and as shown on the surveys delivered to the Lender;

(f) **Waste Disposal Site**

At no time since the applicable Obligor has owned the Real Property, and to the knowledge of the Obligors, at no time prior thereto, has the Real Property or any lands adjacent thereto ever been used for the purpose of a waste disposal site;

(g) **Hazardous Substance**

At no time since the applicable Obligor has owned the Real Property, and to the knowledge of the Obligors, at no time prior thereto, has any hazardous substance, including without limitation, asbestos, urea formaldehyde foam insulation, radon gas and PCBs, ever been located, or will be located, stored or incorporated in or on the Real Property. The Borrower and Guarantors have

complied with all federal, provincial and municipal orders, regulations and by-laws relating to environmental matters; and

(i) **Excavation**

No excavation has been made in or upon the Real Property, nor any fill placed in or about the Real Property, during the period of ownership or control of the Real Property by the applicable Obligor (or any associated or affiliated corporation), except as reasonably relating to the construction of improvements on the Real Property.

2.3 **Meaning of Knowledge**

The words "knowledge" and "to the knowledge of" mean, when modifying a representation, warranty or other statement of any person, actual or constructive knowledge of such person or, in the case of a person other than a natural person, actual or constructive knowledge of a senior manager, officer or director of such person, where the term "constructive knowledge" means information that such person should acquire in the course of performing his or her duties as a senior manager, officer or director of such person.

2.4 **Survival of Representations, Warranties and Covenants**

The covenants, agreements, representations and warranties set forth in this Agreement, and in any certificate or other document delivered hereunder, shall continue in full force and effect until repayment in full of all of the Indebtedness, notwithstanding any investigation made by the Lender or its counsel, or any other representative of the Lender, or the making of any Advance hereunder.

ARTICLE 3.00 - REPAYMENT AND INTEREST

3.1 **Principal Amount and Payments**

(a) The Loan will consist of a non-revolving term loan in the amount of Eighteen Million Dollars (\$18,000,000), such amount to be fully advanced by the Lender to the Borrower on Closing.

(b) **Proof of Outstanding Loan Amount.** The records maintained by the Lender of the amounts of the Loan advanced to the Borrower in connection with this Agreement, the amount of advances of the Loan which are outstanding and the amount of interest and other fees and costs payable and paid under this Agreement shall constitute *prima facie* proof thereof in any legal proceedings or action in respect of this Agreement.

3.2 **Principal Repayment**

The Loan is repayable in accordance with the payment schedule set out in **Schedule "H"**.

3.3 **Conditions Precedent**

The following conditions precedent shall be satisfied to the Lender's sole discretion prior to Advance of the Loan:

- (1) The Security shall be executed by the Borrower and, where applicable, in registerable form, and all registrations and other actions required to fully perfect and maintain the priority of the Security shall have been successfully completed to the satisfaction of the Lender's counsel.
- (2) Legal opinions shall be issued by counsel for the Borrower and each Guarantor opining:
 - (i) as to the valid existence and good standing of the Borrower and such Guarantor;
 - (ii) as to the due authorization, execution, delivery, enforceability and validity of the Loan Documents with respect to the Borrower and such Guarantor;
 - (iii) that there is no litigation, action, proceedings or like matter pending with respect to the Borrower or any Guarantor of which they are aware and which would have a Material Adverse Effect; and
 - (iv) as to such other matters as the Lender and the Lender's counsel reasonably may specify.
- (3) Current searches for the Borrower and for each Guarantor in those jurisdictions set out in **Schedule "B"** together with all subordinations, releases and discharges to ensure the first priority position of the Security on the real and personal property of the Borrower (subject to Permitted Encumbrances) shall have been completed and received.
- (4) Evidence and assignments of insurance as required by this Agreement, and conforming in all respects to the requirements of the Lender shall have been delivered, including a report addressed to the Lender from an insurance consultant appointed by the Lender reviewing the adequacy of insurance and evidence it is in full force and effect.
- (5) Certified copies of the constating documents, including, without limitation, any letters patent, articles of incorporation, memorandum of association, articles of association, certificates of amalgamation, articles of continuation, articles of amendment, declarations of trust, limited partnership agreements, and borrowing by-laws of the Borrower and each Guarantor, together with a certificate of the Borrower and each Guarantor certifying that its constating documents therein described are all of its constating documents and that other than as therein described such constating documents have not been amended, shall have been delivered to the Lender.
- (6) Certified resolutions of the directors of the Borrower and each Guarantor, confirming that it has been authorized to execute, deliver and perform its obligations under this Agreement and the Loan Documents, shall have been delivered to the Lender.
- (7) A certificate of status or similar certificate for the Borrower and each Guarantor from the applicable government ministry, dated not earlier than the Closing, shall have been delivered to the Lender.

- (8) An officer's certificate for the Borrower and each Guarantor in the required form of the Lender shall have been delivered.
- (9) Such financial information in connection or in respect of the Borrower and Guarantors as may be required by the Lender, shall have been provided.
- (10) The Lender shall be satisfied by a certificate of a senior officer that the Borrower has paid when due and in full all employee pensions and benefits payable by it, including without limitation Workers Compensation Board premiums, Canada Pension Plan contributions and Employment Insurance Commission premiums, and has remitted when required and in full all source deductions for income tax, Canada Pension Plan contributions and Employment Insurance Commission premiums of its employees and all goods and services tax and retail sales tax paid and received by it.
- (11) Borrower will have delivered to the Lender a written draw notice not less than ten (10) days prior to the requested draw date.
- (12) Except as waived in writing by the Lender, there will be no Default or Event of Default or default under any other loan document.
- (13) There shall be no Material Adverse Effect in the Borrower's and the Guarantors business or their financial conditions since credit approval of the Loan.
- (14) The Borrower will provide a certificate certifying that no Event of Default of this Agreement has occurred and is continuing and that all representations and warranties shall be true and correct on and as of the date of Advance.
- (15) The Borrower will have delivered to the Lender unaudited interim consolidated and unconsolidated financial statements for the Borrower and each of the Guarantors for the most recent financial quarter.
- (16) The Borrower will provide evidence that any applicable third party fees and expenses relating to completion of the loan transaction documented by this Agreement, including that of insurance consultants, legal counsel, and as to the conduct of due diligence, have been paid for, or provided for and payment will be made on a timely basis.
- (17) The Lender shall have received, and reviewed, agreements for any remaining subordinated indebtedness, mezzanine debt, equity or subordinated debt, and there shall have been delivered intercreditor agreements satisfactory to the Lender in relation to the same.
- (18) The Lender shall be satisfied that the proceeds of the Loan to be advanced shall be used solely for and only for the following purposes:
 - (i) repaying term debt in the amount of Twelve Million One Hundred Thousand Dollars (\$12,100,000);
 - (ii) repaying a swap in the amount of One Million Two Hundred Thousand Dollars (\$1,200,000);

- (iii) repaying core working capital in the amount of Fifty Thousand Dollars (\$50,000);
 - (iv) closing costs for the purchase of the assets of The Casket Printing and Publishing Company (2006) Limited and/or 1000329 Nova Scotia Limited in the amount of One Million Seven Hundred Twenty Thousand Dollars (\$1,720,000); and
 - (v) Maintenance CAPEX, professional fees and general corporate purposes to the amount of Two Million Nine Hundred Thirty Thousand Dollars (\$2,930,000).
- (19) All taxes due and payable and all outstanding local improvement charges and special assessments which relate to the Property shall be paid by the Borrower.
 - (20) The Lender shall have received an appraisal of the Mortgaged Property, addressed to the Lender, by an accredited appraiser. The appraisal shall include all mortgaged real property and secured personal property of the Borrower, as well as any applicable licenses. Machinery and equipment of the Borrower are to be valued on a net orderly liquidation in-place value.
 - (21) The Lender shall have received a Phase 1 environmental report on any real property owned by the Borrower or any Guarantor, with reliance by the Lender agreed.
 - (22) The Borrower's principal and controlling shareholder shall have acknowledged that changes in control of the Borrower, without the Lender's prior consent, shall constitute an Event of Default.
 - (23) The Borrower's bankers shall have confirmed the Operating Line Debt of up to a maximum amount of Four Million Dollars (\$4,000,000) on terms reasonably satisfactory to the Lender.
 - (24) Such other documents or items as the Lender, or its counsel, reasonably may require shall be delivered to the Lender.

3.4 **Compliance with the *Interest Act* (Canada)**

For the purposes of this Agreement, whenever any interest is calculated on the basis of a period of time other than a calendar year, the annual rate of interest to which each rate of interest determined pursuant to such calculation is equivalent for the purposes of the *Interest Act* (Canada) is such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days used in the basis of such determination.

3.5 **Nominal Rate of Interest**

The parties acknowledge and agree that all calculations of interest under this Agreement and the documents related thereto are to be made on the basis of the nominal interest rate described herein and not on the basis of effective yearly rates or on any other basis which gives effect to the principle of deemed reinvestment of interest. The parties acknowledge that there is a material difference between the stated nominal interest rates and

the effective yearly rates of interest and that they are capable of making the calculations required to determine such effective yearly rates of interest.

3.6 **Criminal Rate of Interest**

Notwithstanding the foregoing provisions of this Article 3, the Borrower shall in no event be obliged to make any payments of interest or other amounts payable to the Lender hereunder in excess of an amount or rate which would be prohibited by law or would result in the receipt by the Lender of interest at a criminal rate (as such terms are construed under the *Criminal Code (Canada)*).

3.7 **Interest Calculation**

(a) **Interest:** The principal amount outstanding from time to time hereunder, as to the Loan, shall bear interest at a rate of 6.00%.

(b) Interest shall be calculated and payable monthly on the daily outstanding principal, and shall accrue both after and before maturity, default and judgment, with interest on overdue interest at the same rate computed from the date of each Advance calculated and payable monthly, in arrears, on the fifteenth (15th) day of each and every month in each and every year during the term commencing on August 15, 2012.

3.8 **Increased Costs, Capital Adequacy, etc.**

(a) If any change in law:

- (i) subjects the Lender to any cost or tax or changes the basis of taxation of payments due to the Lender or increases any existing cost or tax on payments of principal, interest or other amounts payable by the Borrower to the Lender under this Agreement (except for increased taxes on the overall net income, assets or capital of the Lender);
- (ii) imposes, modifies or deems applicable any reserve, special deposit, regulatory or similar requirement against assets held by, or deposits in or for the account of, or loans by, or commitments of, or any other acquisition of funds for loans by, the Lender or any drafts accepted by the Lender;
- (iii) imposes on the Lender a change in the manner in which the Lender is required to allocate capital resources to its obligations under this Agreement; or
- (iv) imposes on the Lender any other cost, tax or condition with respect to this Agreement,

and the result of (i), (ii), (iii) or (iv) is, in the determination of the Lender, acting reasonably, to increase the cost to the Lender, or to impose a liability on or to reduce the income or return receivable by the Lender in respect of this Agreement, the Borrower shall pay to the Lender that amount which indemnifies the Lender for such additional cost, liability or reduction in income or return ("**Additional Compensation**"). Upon the Lender having determined that it is entitled to Additional Compensation, it shall within ten (10) Business Days of

becoming aware of such Additional Compensation promptly notify the Borrower. A certificate by a duly authorized officer of the Lender setting forth the amount of the Additional Compensation and the basis for it shall be *prima facie* evidence, in the absence of manifest error, of the amount of the Additional Compensation. The Additional Compensation shall accrue from the date of delivery of the certificate to the Borrower. If the Lender subsequently recovers all or a part thereof, it will repay an amount equal to such recovery to the Borrower. For greater certainty, it is acknowledged that, if such increased cost, liability or reduction in income or return is also applicable, in part, to dealings between the Lender and its other customers, the obligation of the Borrower under this section to provide compensation therefor will not arise unless the Lender, as a general practice, also requires compensation therefor from such other customers and will not exceed the amount that is directly proportionate to the extent to which such increased costs, liabilities or reductions in income or return are attributable to the Borrower and the Loan made by the Lender hereunder.

- (b) If the Lender notifies the Borrower that Additional Compensation is owed to the Lender pursuant to subsection 3.8(a), the Borrower shall have the right to make payment in full to the Lender in respect of the Loan within 30 days of the date specified of such notice, together with all unpaid interest accrued thereon to the date of repayment and all other reasonable expenses incurred in connection with the termination, together with the Accelerated Amounts provided that in such circumstances the Additional Compensation shall not be payable as to any period of time after such repayment.

3.9

Taxes

The following shall apply as to taxes payable:

- (a) Any and all payments by or on account of any obligation of the Borrower hereunder shall be made free and clear of and without deduction for any taxes; provided that if the Borrower shall be required to deduct any taxes from such payments, then (i) the sum payable shall be increased as necessary so that, after making all required deductions (including deductions applicable to additional sums payable under this Section), the Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.
- (b) In addition, the Borrower shall pay any such taxes to the relevant Governmental Authority in accordance with applicable law.
- (c) The Borrower shall indemnify the Lender, within 10 days after written demand therefor, for the full amount of any such taxes paid by the Lender, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender, shall be *prima facie* evidence absent manifest error.

- (d) If requested by the Lender from time to time, the Borrower shall deliver to the Lender the original or a certified copy of a receipt issued by the applicable Governmental Authority, a copy of the return reporting payment, or such other evidence reasonably satisfactory to the Lender evidencing payment of taxes by the Borrower.

3.10 **Prepayment**

- (a) The Borrower is permitted to prepay the Loan in whole only at any time following the date that is three years from the Advance provided that the Borrower gives to the Lender thirty (30) days' prior written notice, and at the time the Borrower makes prepayment pursuant to this section the Borrower shall also pay to the Lender a premium equal to the greater of:
 - (i) three (3) months' interest calculated in the manner herein provided on the amount prepaid at the annual rate of interest herein provided; or
 - (ii) the Interest Rate Differential, if any and if positive,
 collectively (the "**Accelerated Amounts**"),
- (b) In the event that the Borrower makes any mandatory prepayment under the Loan, whether in an Event of Default, on demand, or recalculation or otherwise, the Lender will require payment in the amount specified in Section 3.10(a).

3.11 **Place and Manner of Payment**

The Borrower shall pay to the Lender, the principal and interest due at or before 1:00 p.m. on the date on which such principal and interest is due at 70 University Avenue, Suite 1200, Toronto, Ontario, or such other address as the Lender may advise from time to time by preauthorized chequing authority, and the Borrower will enter into any agreement and issue any payment instruction required to make payment on a direct pre-authorized debit from the Borrower's account basis. The receipt of funds shall satisfy and discharge the liability for the principal and interest to the extent of the sums represented thereby, unless such payment shall for any reason be reversed, stopped or otherwise not made as fully and final, in which case the payment will be replaced immediately on notice from the Lender.

3.13 **No Set-Off**

The obligations of the Borrower to make all payments of principal and interest and all other amounts due hereunder shall be absolute and unconditional, and shall not be affected by any circumstance, including without limitation, any set-off, compensation, counter-claim, recoupment, defence or other right which the Borrower, any Guarantor or any other person may have against the Lender or anyone else for any reason whatsoever.

3.14 **Interest on Overdue Amounts**

If the Borrower fails to pay any installment of interest or principal on the date on which the same is due, the Borrower shall pay interest on such overdue amount at the rate of interest under this Agreement then in effect. At any time, upon and during the continuance of a default in the payment of any other amount (other than principal and interest) due under this

Agreement or any of the other Loan Documents, the Borrower and the Guarantor shall pay interest on such overdue amount (which overdue amount, for greater certainty, shall not include overdue principal or interest) at a rate per annum equal to the applicable rate of interest under this Agreement then in effect plus 2%. Interest on overdue amounts shall be payable on demand and shall be calculated on a daily basis and compounded monthly from the date such amount becomes due and payable and for so long as such amount remains unpaid and on the basis of a year of 365 days. All interest provided for in this Agreement shall be payable both before and after maturity, default and judgment.

3.15 Fee

A commitment fee will be paid by the Borrower to the Lender of 100 basis points of which Fifty Thousand Dollars (\$50,000) has been paid to date with the balance to be paid at Closing.

ARTICLE 4.00 - SECURITY

4.1 Security

To secure the due and punctual payment of the Indebtedness, and to secure the due and punctual performance of the Borrower's other obligations and covenants hereunder, the Borrower and each Guarantor as applicable, shall execute and deliver, or cause to be executed and delivered or assigned in favour of, the Security to the Lender.

Without limiting any other provision in this Agreement or the Security, as security for the payment of all Loans and for the payment or other satisfaction of all other Indebtedness, the Borrower, and each Guarantor required to do so pursuant to **Schedule "D"** hereof, shall, prior to the Closing, grant to the Lender a continuing first-ranking (subject only to Permitted Encumbrances) and perfected and duly registered security interest in, lien on and assignment of all of the undertaking, property and assets of the Borrower, whether now or hereafter owned, existing, acquired or arising, tangible or intangible, real or personal and wherever located.

The Borrower and each Guarantor shall, at the Lender's reasonable request and at the Borrower's expense, at any time and from time to time, execute and deliver to the Lender such financing statements, documents and other agreements and instruments (and the Borrower shall pay the cost of filing or recording the same in all public offices deemed necessary or desirable by the Lender) and do such other acts and things as the Lender may deem necessary or desirable in order to establish and maintain a valid and perfected security interest in the Mortgaged Property in favour of the Lender (free and clear of all other liens except Permitted Encumbrances) to secure payment of the Indebtedness.

4.2 Discharge

Once the Borrower has satisfied all of its obligations hereunder, the Lender shall, at the written request, and at the expense, of the Borrower, discharge all charges and liens under the Security, and execute and deliver to the Borrower and each Guarantor such deeds or other instruments as shall be required to discharge the charges and liens thereof.

4.3 Expropriation of Mortgaged Property

If the Borrower receives notice that any part of its property or assets included in the Mortgaged Property has been, or is to be, expropriated or taken by similar proceedings, the

Borrower shall forthwith deliver to the Lender a written notice setting out particulars of the expropriation. The proceeds payable in respect of such expropriation or taking will be subject to the prepayment terms of Section 3.10 if the expropriation was a sale of the Mortgaged Property.

ARTICLE 5.00 - COVENANTS

5.1 Positive Covenants

The Borrower and each Guarantor, as applicable, hereby covenants and agrees with the Lender that so long as any of the Indebtedness remains unpaid or obligations unsatisfied:

(a) **To Pay Indebtedness**

The Borrower will punctually pay or cause to be paid to the Lender the Indebtedness at the dates, time and places, and in the manner provided for herein;

(b) **Notice of Removal of Assets**

If at any time or from time to time, it desires to remove assets which comprise part or all of the Mortgaged Property to any jurisdiction other than a jurisdiction in which the Security is validly registered to create a charge on that property, it will give the Lender twenty (20) days' notice thereof, accompanied by a full description of such assets and the proposed situs thereof, and shall deliver, prior to the removal of such assets, such documents and instruments filed or registered pursuant to applicable law, if required, as may be necessary to preserve and perfect the Lender's security interest therein in such other jurisdiction in a form and content satisfactory to the Lender and its counsel, and shall pay all legal and registration costs in connection therewith. The Lender may require, at its discretion, an opinion from Borrower's counsel as to the due registration of the Security in such jurisdiction and that the Agent's or Lender's, as applicable, security position is not prejudiced by such movement of assets;

(c) **Notice of Litigation**

It will give the Lender prompt written notice of any action, suit, litigation or other proceeding which is commenced or threatened against it or any Guarantor and which involves either a claim or potential claim in excess of One Hundred Thousand Dollars (\$100,000) which is not fully covered by insurance, except for deductible amounts approved by the Lender; or any claims for costs for environmental clean-up, or orders to effect any environmental clean-up;

(d) **Notice of Material Change**

The Borrower will give the Lender prompt written notice of any change having a Material Adverse Effect on the business or condition of the Borrower or any Guarantor, financial or otherwise, or of any material loss, destruction or damage of or to any properties or assets of the Borrower or any Guarantor, including notice of any material demand upon, or material change in the terms and

conditions governing, the operating or similar line of credit of the Borrower and Guarantor with its bank;

(e) **To File Financial Statements and Certificate of No Defaults**

The Borrower shall furnish to the Lender:

- (i) within one hundred and twenty (120) calendar days after the end of each fiscal year, annual consolidated financial statements as follows:
 - (A) audited financial statements of the Borrower and internally prepared financial statements of the Guarantors, prepared in accordance with generally accepted accounting principles applied on a consistent basis, as at the end of such year, signed by two (2) officers; and
 - (B) a statement setting out any sales by the Borrower or Guarantors of fixed assets charged with the Security, aggregating more than Fifty Thousand Dollars (\$50,000) gross sale price specifically setting out the date of sale, the sale price and the method of payment including the cost and application of the proceeds of sale;
- (ii) within forty-five (45) calendar days after the end of each fiscal quarter as follows:
 - (A) unaudited interim financial statements of the Borrower and Guarantors, prepared in accordance with generally accepted accounting principles applied on a consistent basis;
- (iii) within sixty (60) calendar days after the end of each fiscal quarter as follows:
 - (A) comparison of the year to date financial results of the Borrower, compared to year to date financial results for the immediately previous fiscal year, and against the budgeted results, provided to the Lender, as required under the terms of this Section, together with a written explanation of any material variances, as to either comparison, of more than ten percent (10%); and
 - (B) a certificate of compliance the chief financial officer of the Borrower and Guarantors, setting out, with calculations appended, basis for compliance with the financial covenants required under the terms of this Agreement in the form as may be requested by the Lender from the Borrower from time to time and verifying payment of all source deductions consisting of employee income tax, Canada Pension Plan, employment insurance premiums, confirming that the same is paid to current status, confirming that no principal or interest arrears as to the Loan; that all property taxes are paid and current and that the Borrower is in compliance with all conditions of all funded debt including the Loan; and

- (iv) not less than thirty (30) calendar days following the beginning of each fiscal year, the annual business plan and monthly operating budget of the Borrower and Guarantors for the immediately ended fiscal year for the Borrower and Guarantors (on a consolidated basis).

(f) **Other Information**

The Borrower will promptly furnish the Lender with such other reasonable information respecting the Borrower, Guarantors, their properties, assets, anticipated contracts, acquisitions, investments, and other matters and information relating to the Borrower, Guarantors and their business, as the Lender may from time to time reasonably request, including specifically any request made by the Lender for delivery of operating results and balance sheet information with respect to the Borrower and any Guarantor;

(g) **To Maintain Existence**

- (i) It will at all times maintain its corporate existence;
- (ii) It shall preserve and keep in full force and effect its corporate status, rights and privileges under the laws of the jurisdiction of its formation, and all qualifications, licenses and permits. It and the Guarantors shall not without the prior written consent of the Lender wind up, liquidate, dissolve, reorganize, merge, amalgamate or consolidate with or into, or convey, sell, assign, transfer, lease, or otherwise dispose of all or substantially all of its assets, provided that the Guarantors may undertake an amalgamation between the Guarantors, to result in a single on-going corporate entity, provided that such is without adverse effect to the obligations of the Guarantor pursuant to this Agreement, including therewith its ability to provide the guarantee required hereby, and all of the assets and liabilities of the Guarantors merge without material change. It shall conduct business only in its own name and shall not change its name, or the location of its chief executive office or principal place of business unless it (a) shall have notified the Lender of such change, and (b) shall have taken all actions necessary or requested by the Lender to file or amend any financing statement or continuation statement to assure perfection and continuation of perfection of security interests under the Security;

(h) **To Carry on Business and Abide by Government Regulations**

It will at all times comply in all material respects with all applicable laws, by-laws, regulations and orders, including, without limitation, Environmental Laws and laws relating to health and safety, and specifically including therewith Material Licences and Material Contracts as described in **Schedules "F" and "G"** appended hereto. The Borrower and each Guarantor will carry on its business in a proper and efficient manner, and will keep or cause to be kept proper books of account, and make or cause to be made therein true and faithful entries of all material dealings and transactions in relation to its business, and will at all times abide by all applicable laws, by-laws, regulations and orders regarding the operation of its business;

(i) **To Pay Taxes**

It will pay or cause to be paid all taxes, rates, government fees and dues levied, assessed or imposed upon it and upon its Property or any part thereof, as and when the same become due and payable, save and except when, and so long as, the validity of any such taxes, rates, fees, dues, levies, assessments or imposts is in good faith, by proper legal proceedings, being contested by it, provided such proceedings effectively postpone enforcement of any lien arising from non-payment;

(j) **To Insure**

(i) **Property Cover** - The Borrower will insure the Mortgaged Property, at its own expense or that of the Guarantors, to the full insurable value thereof, and in any event to an amount at least equal to the Indebtedness, based on full replacement value, against loss or damage by fire (plus boiler and pressure valve insurance if applicable), lightning, explosion, windstorm, aircraft, vehicles or other insurable hazards, which are now, or hereafter, from time to time may be, insured against by the terms of a standard All-Risk property policy of insurance against loss of, or damage to, property of a class or kind similar to the Mortgaged Property, including boiler and machinery insurance, if applicable. Such insurance shall not be cancellable except upon 30 days written notice to the Lender. To the extent of its interests as they may appear in this Agreement, the Lender shall be named as loss payee to the extent of its interests in the aforementioned insurance contracts effected by the Borrower which shall include a standard mortgage clause, in a form approved by the Lender.

(ii) **Liability** - The Borrower shall maintain commercial general liability insurance providing for limits of liability of not less than Five Million Dollars (\$5,000,000) per occurrence (of which One Million Dollars (\$1,000,000) may be primary general liability and the balance excess liability), or such lesser amount as agreed to by the Lender, for both injury to or death of a person and for property damage per occurrence.

(iii) **Form and Quality** - All insurance policies shall be endorsed in form and substance acceptable to the Lender to name the Lender as an additional insured, loss payee or mortgagee thereunder, as its interest may appear, with loss payable to the Lender, without co-insurance or Lender retention

or contribution (other than deductible retention on property cover of Fifty Thousand Dollars (\$50,000) for standard perils, five (5%) percent for earthquake and forty-eight (48) hours for business interruption), under a standard mortgagee clause for Canadian and United States practice as applicable. All such insurance policies and endorsements shall be fully paid for and contain such provisions and expiration dates and be in such form and issued by such insurance companies as are acceptable to the Lender. Each policy shall provide that such policy may not be cancelled or materially changed except upon thirty (30) days' prior written notice of intention of non-renewal, cancellation or material change to the Lender and that no act or thing done by the Borrower or Guarantor shall invalidate any policy as against the Lender. Blanket policies will be permitted. If the Borrower or any Guarantor fails to maintain insurance in compliance with this section, the Lender may obtain such insurance and pay the premium therefor and the Borrower and/or such Guarantor shall, on demand, reimburse the Lender for all reasonable expenses incurred in connection therewith. Each of the Obligors shall assign the policies or proofs of insurance to the Lender, in such manner and form that the Lender and its successors and assigns shall at all times have and hold the interest in the insurance as security for the payment of the Loan. The Borrower shall deliver to the Lender, on request by the Lender, true extracts of the policies, setting out the coverage conditions and exclusions. The Borrower will deliver before closing a certificate in the form to bind the insurer setting out the insurance coverage and endorsement required by this Agreement.

- (iv) **Adjustment** - It shall give notice of any loss to the insurance carrier, in accordance with its usual past practice, and, in respect of a claim or potential claim for any loss in excess of One Hundred Thousand Dollars (\$100,000) which is not fully covered by insurance. It shall provide detailed notice to the Lender of the loss and claims, along with any further details as may be thereafter required by the Lender. Following the occurrence of an Event of Default which is continuing, it hereby irrevocably authorizes and empowers the Lender, as its attorney-in-fact coupled with an interest, to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom the Lender's expenses incurred in the collection of such proceeds. Nothing contained in this subsection, however, shall require the Lender to incur any expense or take any action hereunder.
- (iv) **Renewal Receipt** –The Borrower shall deliver, to the Lender, within ten (10) days or such shorter period of time as is reasonable given market conditions prior to the expiry of any insurance policy required hereby, a renewal receipt, binder or new policy replacing such expiring insurance policy, or otherwise satisfy the Lender that such insurance has been renewed.
- (v) **Insurance Consultant**. The Lender shall be entitled to retain an insurance consultant mutually agreed upon between the Lender and the Borrower. The reasonable costs of the insurance consultant shall be paid

by the Borrower, to review the insurance policies of the Borrower as at Closing. The Borrower agrees to make such changes to their insurance policies as such insurance consultant may reasonably require and to the extent changes can reasonably be effected, are in accordance with market standards, and are agreed prior to Closing.

- (vi) **Use and Application of Insurance Proceeds**. Prior to the occurrence of an Event of Default, it shall be entitled to apply proceeds of property damage insurance to pay costs of restoration and after the occurrence of an Event of Default which is continuing but prior to Default in relation to which the Lender has made demand, the Borrower may apply proceeds of insurance to restore with the Lender's consent acting reasonably, but after Default and demand the Lender shall be entitled to apply proceeds of property and boiler and machinery insurance to repay the Loan, notwithstanding that the Loan may not then be due and payable, and other amounts owing under the Security or to pay the costs of restoration of the affected assets with respect to which such proceeds arose.

(k) **Employee Payments**

It will withhold from each payment to any of its officers, directors and employees the amount of all taxes, including, but not limited to, income tax and other deductions required to be withheld therefrom and will pay the same to the proper tax or other receiving authorities within the time required under any applicable tax legislation;

(l) **Further Assurances**

At any and all times it will do, execute, acknowledge, deliver, file and register, or will cause to be done, executed, acknowledged, delivered, filed and registered all and every such further acts, deeds, conveyances, mortgages, transfers and assurances as the Lender shall reasonably require for the purpose of giving effect to this Agreement and shall pay, forthwith, the reasonable costs and expenses of the Lender in connection therewith;

(m) **Payment of Costs and Expenses**

The Borrower will pay or reimburse the Lender and its agent for all reasonable costs, charges and expenses (including legal fees and disbursements on a solicitor and his own client basis) of or incurred by the Lender in connection with the completion of the loan transaction provided for in this Agreement and the Security taken in pursuance hereof, including all reasonable costs of title examination, compensation of engineers, solicitors, and other advisors as required, and all costs, charges and expenses of the Lender in connection with the preparation and registration of any further security or agreements required as further assurances or as a consequence of amendment or renewal, the Lender receiving advice from time to time in connection with this Agreement including relating to the recovery or enforcement of repayment of the Indebtedness or any part thereof, or in connection with the enforcement or realization of any such Security;

(n) **To Repair**

Except for technological, economic or energy obsolescence of machinery, equipment and related assets in the ordinary course and the loss of use of which would be without Material Adverse Effect, it will at all times repair and keep in repair and good order and condition, or cause to be so repaired and kept in good order and condition, all buildings, erections, machinery and plant used in or in connection with its business, up to modern standards of usage, and replace or cause to be renewed and replaced all and any of the same which may become worn, dilapidated, unserviceable, or destroyed, and at all reasonable times, within normal business hours, following reasonable notice to the Borrower, will allow the Lender or its duly authorized agent access to the Mortgaged Property in order to view the state and condition of the same;

(o) **Change of Address**

The Borrower shall notify the Lender of any change of address of any office or other business location of the Borrower or any Guarantor existing as at the date of execution herein, and of the location of any new business premises where the Borrower or such Guarantor undertakes its business at any time, subsequent to the date of execution herein, and if the Borrower or any Guarantor ceases to carry on business at any business location;

(p) **Notice of Default**

The Borrower shall give prompt written notice to the Lender of any Default of which it is aware hereunder;

(q) **Environmental**

It shall at all times comply in all material respects with all applicable Environmental Laws and occupational health and safety laws, regulations and orders which affect it or any of its assets to the standards required by the applicable law. It shall inform the Lender in writing of each:

- (i) environmental problem which materially adversely affects it or any of its assets upon becoming aware of such problem; and
- (ii) legal action or proceeding commenced against it with respect to any environmental matter which may materially adversely affect it or any of its assets, promptly upon it becoming aware of the commencement of such action or other proceeding, and will specifically:
 - (a) establish and maintain procedures for monitoring its continued compliance with applicable Environmental Laws, which procedures shall include periodic reviews of such compliance.
 - (b) If it (i) receives written notice that any material violation of any Environmental Law may have been committed or is about to be committed by it, (ii) receives written notice that any administrative or judicial complaint or order has been filed or is about to be filed against it alleging material violations of any Environmental Law or

requiring it to take any action of a material nature in connection with the release of hazardous substances (as defined in the Environment Act (Nova Scotia)) into the environment, or (iii) receives any written notice from a Governmental Authority or other person alleging that it may be liable or responsible for costs in a material amount associated with a response to or clean-up of a release of a hazardous substances (as defined in the Environment Act (Nova Scotia)) into the environment or any damages caused thereby, it shall provide the Lender with a copy of such notice within 10 Business Days of the its receipt thereof. It shall also provide to the Lender, as soon as practicable after it becomes available, a copy of any environmental site assessment or audit report, if any, required to be submitted to any Governmental Authority. If any such assessment or report estimates the cost of any clean-up or remedial action required by such Governmental Authority, it shall provide evidence satisfactory to the Lender of disbursements made from time to time to effect such clean-up or remedial action within such time as may be prescribed by such Governmental Authority.

(r) **Inspections**

It shall permit the Lender and its representatives, at any reasonable time, within normal business hours following reasonable notice to it to reasonable access of all premises occupied or owned by it, for the purposes of physical inspection, and it shall make available, all financial and other records, and will permit the Lender, access to their respective books and records, for the purpose of the Lender's review, and will allow the making of such copies, as shall be required by the Lender, all expenses incurred by the Lender to be at the expense of the Lender except as to one inspection annually which will be for the cost of the Borrower as to out-of-pocket expenses and the cost of the making of copies which will be provided by the Borrower.

(s) **Indemnity**

The Obligors shall, jointly and severally, indemnify the Lender and each director, officer, consultant and advisor thereof (each an "**Indemnified Person**") against all suits, actions, proceedings, claims, losses (other than loss of profits), expenses (including reasonable fees, charges and disbursements of counsel), damages and liabilities (each, a "**Claim**") that the Lender may sustain or incur as a consequence of (a) any Default by any Obligor under this Agreement or any other document, or (b) any misrepresentation any Obligor contained in any writing delivered to the Lender in connection with this Agreement, or (c) the Lender entering into this Agreement, or (d) the use of proceeds of the Loan by the Borrower, or (e) the operations of any Obligor, except that no Indemnified Person will be indemnified for any Claim resulting from its own negligence or wilful misconduct.

(t) **Survival**

The obligations of the Borrower and each Guarantor under this section are absolute and unconditional and shall not be affected by any act, omission or

circumstance whatsoever, whether or not occasioned by the fault of the Lender, except in respect of negligence or wilful misconduct by it or any Indemnified Person. The indemnity obligations of the Borrower and each Guarantor under this section shall survive the repayment of the Loan and the termination of this Agreement.

(u) **Government Approvals**

It shall obtain, or cause to be obtained (to the extent not in existence on the Closing Date) and maintain, by the observance and performance of all material obligations thereunder and conditions thereof, all government approvals required for it to carry on its businesses including specifically all permits listed in **Schedule "G"** attached hereto.

(v) **Auditors**

The Borrower shall promptly give notice to the Lender of any change in its or any Guarantors' auditors and the reasons for the change.

(w) **Canadian Benefit and Pension Plans**

It shall perform all obligations (including fiduciary, funding, investment and administration obligations in all material respects) required to be performed in connection with each Canadian pension plan and Canadian benefit plan and the funding media therefor; make all contributions and pay all premiums required to be made or paid in accordance with the terms of the plan and all applicable laws.

The Borrower shall furnish to the Lender within thirty (30) calendar days after the end of each fiscal year, proof that all contributions and premiums required to be made or paid for each Canadian pension plan and Canadian benefit plan have been made in accordance with the terms of the plan and all applicable laws.

(x) **Maintenance of Title and Security**

The Borrower will at all times maintain good title to its Property, subject only to Permitted Encumbrances and the disposition of assets permitted by the terms hereunder, and, in connection therewith, will take all steps as are reasonably required to maintain the validity and perfection, with first priority security interest, in and to the Property as collateral security for the obligations of the Borrower pursuant to the terms of this Agreement and the Loan Documents.

5.2 **Negative Covenants**

The Borrower and each Guarantor as to Section 5.2(a), (b), (c), (d), (e) and (f), hereby covenants and agrees with the Lender that so long as any of the Indebtedness remains outstanding, without the prior written consent of the Lender, it will not:

(a) **Assets**

sell, dispose of, or relinquish control as to, any of its assets or undertakings, in any manner of transaction, without the Lender's prior written consent, other than non-material dispositions in the ordinary course of business, the disposition of

inventory held in the ordinary course of business or disposition of obsolete assets having a market value of Two Hundred Thousand Dollars (\$200,000) or less in any year;

(b) **Amalgamations and Mergers**

acquire, amalgamate with, enter into partnership or syndication with, any other corporation or person, provided that, the Guarantors, may amalgamate, provided that the Lender receives confirmation, satisfactory to it, that the amalgamation does not adversely impact the guarantees provided to the Lender hereunder, the covenants and agreements of the continuing Guarantor, the terms and conditions relating to the Loan provided hereunder, and there is a merger, without material change, of the assets and liabilities of each of the Guarantors;

(c) **As to Encumbrances**

enter into any agreement to encumber any asset, or create or permit to exist any mortgage, hypothec, charge, pledge, lien or encumbrance, or other security interest, whether by fixed or floating charge, which would rank in any respect prior to, or pari passu with the Security, upon its undertaking, property or assets, or any part or parts thereof, except for the Security and Permitted Encumbrances;

(d) **Not to Commit Waste**

remove or destroy any of its buildings, machinery or any structure, comprising the Mortgaged Property or the building, machinery or fixtures attached or appertaining thereto, or otherwise forming part of the Mortgaged Property;

(e) **Restriction on Corporate Distribution**

unless otherwise expressly agreed to in writing by the Lender, make or declare any Corporate Distribution prior to December 31, 2012, or thereafter at any time that there is a Default or the under this Agreement or if after such Corporate Distribution there would be a Default under this Agreement, for the purpose of this provision, as to the Borrower, a cure of a Default under and as permitted by Section 5.3 is not a cure of Default for the purpose of this Section;

(f) **Restriction on Sale and Leasebacks**

sell, assign or dispose of any property in any transaction or series of transactions which will conclude with a reacquisition by the Borrower or any Guarantor of the same or similar property if:

- (i) the transferred assets are subject to any encumbrance after the transfer to which such property was not subject before the transfer;
- (ii) or the transfer is pursuant to a conditional sale agreement or other title retention agreement, including a financing transaction or capital lease arrangement; or
- (iii) either before and after such transaction, the Borrower is in Default;

(g) **Nature of Business**

permit the business to be conducted by the Borrower to be other than the operation of newspaper and media production facilities and facilities related thereto and the business of the Guarantors to be other than holding investments in operating subsidiaries and beneficially owning businesses similar in nature to the business of the Borrower;

(h) **Contingent Liabilities**

except as to those required by the contingent liabilities listed in **Schedule "E"** and subject to the status and restrictions described in **Schedule "E"** remaining in effect, make any loan to or investment in or enter into any obligations on behalf of any other person, firm or corporation, or give any guarantee on behalf of or otherwise give financial assistance to any other person, firm or corporation, other than (i) the Permitted Encumbrances, (ii) as among the Borrower and a Guarantor without obligation or liability to any person other than the Borrower or Guarantors or (iii) or those consented to by the Lender which consent shall not be unreasonably withheld;

(i) **Indebtedness**

The Borrower does not and shall not have Debt, including no capital leases, except:

- (i) the Indebtedness;
- (ii) the Operating Line Debt;
- (iii) Indebtedness resulting in Purchase Money Mortgages; and
- (iv) the Contingent Liabilities contemplated in **Schedule "E"**.

Notwithstanding the forgoing, the Borrower shall be permitted to issue additional Debt and security ranking pari passu with the Loan, provided that (i) the Borrower, utilizing pro forma financial statements based on the preceding 12 months actual results, is in compliance with all financial covenants of this Agreement, (ii) there are no existing and continuing Events of Default under this Agreement or the Borrower's other debt obligations, and (iii) the additional Debt is provided to the Borrower. The Lender will have first right of refusal on additional term Debt of any Obligor.

(j) **Operating Line Debt**

The Operating Line Debt shall at no time exceed Four Million Dollars (\$4,000,000).

5.3 **Financial Covenants**

(a) The Borrower hereby covenants and acknowledges that so long as any of the Indebtedness remains outstanding, it will maintain a "Quick Ratio" of greater than 1.30:1.0; with the calculation of the Quick Ratio to commence effective on September 30, 2012. The calculation of the Quick Ratio will be cash and liquid investments and accounts receivables of the Borrower divided by all current liabilities of the Borrower (excluding Advances).

(b) The Borrower hereby covenants and acknowledges that so long as any of the Indebtedness remains outstanding, it will maintain a "Total Funded Debt to EBITDA Ratio" of (i) during the period beginning on September 30, 2012 and ending on December 30, 2012, not more than 4.3:1.0; and (ii) during the period beginning December 31, 2012, not more than 3.0:1.0. For purposes of calculation of the Total Funded Debt to EBITDA Ratio "Total Funded Debt" is defined as Senior Long Term Debt, plus any Operating Line Debt (net of any cash), and capital leases. The Total Funded Debt to EBITDA Ratio will be calculated on a rolling four (4) quarter basis.

(c) The Borrower hereby covenants and acknowledges that so long as any of the Indebtedness remains outstanding, it will maintain a "Debt Service Coverage Ratio" of EBITDA less Maintenance CAPEX to Interest of (i) during the period beginning on September 30, 2012 and ending on December 30, 2012, greater than 3.85:1.0; and (ii) during the period beginning December 31, 2012, greater than 5.0:1.0. For purposes of calculation of the Debt Service Coverage Ratio, "Interest" means total interest paid on all interest bearing loans and leases of the Borrower and Guarantors, on a consolidated basis. The Debt Service Coverage Ratio will be calculated on a rolling four (4) quarter basis.

(d) The Borrower hereby covenants and acknowledges that so long as any of the Indebtedness remains outstanding, it shall not incur unfunded capital expenditures greater than One Million Dollars (\$1,000,000) in aggregate in any fiscal year without the Lender's prior written consent, other than unfunded Plant Capital Expenditures which may be incurred during the first two (2) years following the Closing.

ARTICLE 6.00 - DEFAULT AND ENFORCEMENT

6.1 **Events of Default**

Each and every of the following shall be an Event of Default under this Agreement:

- (a) if the Borrower makes any default in payment of the principal and/or interest owing as Indebtedness as and when the same becomes due under any provision hereof and fails to cure such Default within five (5) days of the due date of such payment;
- (b) if the Borrower or any Guarantor shall neglect to carry out or observe any covenant or condition (other than those relating to the payment of principal and interest as set forth in 6.1(a)) or if the Borrower or, any Guarantor shall neglect to carry out or observe any covenant or condition under the Security, and fails to cure such Default within thirty (30) days from the date of occurrence of such Default;

- (c) if the Borrower or any Guarantor ceases, or threatens to cease, carrying on its business or if a petition shall be filed, an order shall be made or a resolution be passed for the winding-up or liquidation of the Borrower or any Guarantor, or the auditor at any time issues an audit report expressing a "going concern" qualification with respect to the Borrower or any Guarantor;
- (d) if the Borrower or any Guarantor shall become insolvent, or shall make a bulk sale of its assets (other than a bulk sale of assets among the Borrower and Guarantor or among Guarantors after which bulk sale of assets the Lender has the same priority of security interest over the assets as prior to the bulk sale of such assets, being a first-ranking security interest in all of the assets of each of the Obligors subject only to Permitted Encumbrances), a general assignment for the benefit of its creditors, a proposal under the *Bankruptcy and Insolvency Act* (Canada), or if a bankruptcy petition shall be filed or presented with respect to the Borrower or any Guarantor and with respect to such proceeding instituted against it, such is not removed or discharged or unstayed prior to the legal effect of such process, or if a custodian, sequestrator, receiver, receiver and manager, or any other officer with similar powers shall be appointed of its properties, or any part thereof of the Borrower or any Guarantor which is, in the opinion of the Lender, a substantial part thereof;
- (e) if any proceedings respecting the Borrower or any Guarantor are commenced by or against the Borrower or the Guarantor under the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), or any legislation or other provision of law providing for similar effect;
- (f) if an encumbrancer shall take possession of the property of the Borrower or any part thereof which is, in the opinion of the Lender, a substantial part thereof, or if a distress or execution or any similar process be levied or enforced there against the Borrower, and such remains unsatisfied for such period as would permit such property or such part thereof which is, in the opinion of the Lender, a substantial part to be sold or seized thereunder and such property is not released or proceedings stayed prior to the date on which such possession becomes legally effective;
- (g) if a default shall occur under any obligation of the Borrower to repay borrowed money or interest thereon to any person which is outstanding in an aggregate amount exceeding Five Hundred Thousand Dollars (\$500,000) and such default is not waived or rectified within the period provided for rectification in any governing agreement;
- (h) if any of the representations and warranties contained herein or in any of the Security shall prove to have been false or misleading in any material respect from time to time;
- (i) if, without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed, there is a Change in Control; or
- (j) if the Borrower or any Guarantor purports to assign any Loan Document without the prior written consent of the Lender.

6.2 **Acceleration on Event of Default**

Upon the occurrence of an Event of Default, the Lender may, in addition to any other rights or remedies provided for herein, in the Security, at law, or in equity, by written notice to the Borrower, declare the Indebtedness and the Accelerated Amounts to be immediately due and payable, and the same shall forthwith become immediately due and payable, and the Borrower shall forthwith pay to the Lender the Indebtedness. For greater certainty, the Lender shall be entitled to the Accelerated Amounts upon the occurrence of an Event of Default.

6.3 **Waiver of Default**

The Lender may at any time waive in writing any Default or Event of Default which may have occurred, provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the rights or remedies resulting therefrom. No delay or failure by the Lender to exercise any right or remedy hereunder shall impair any such right or remedy, or shall be construed to be a waiver of any Event of Default hereunder or under the Security, or acquiescence therein.

6.4 **Indebtedness Due Under Security**

An Event of Default hereunder shall also be a default under each Security instrument and vice versa.

6.5 **Remedies Cumulative**

Each of the remedies available to the Lender is a separate remedy and in no way is a limitation on any one or more of the other remedies otherwise available to the Lender. The rights and remedies herein expressly specified or in the Security are cumulative and not exclusive. The Lender may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available herein or in the Security, or any other remedy available to it, and such rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of any election.

6.6 **Conflict**

In the event of any inconsistency between the terms of this Agreement and the terms of the Security, then as to those clauses which are inconsistent the terms of this Agreement will for all purposes govern.

ARTICLE 7.00 - ENFORCEMENT OF SECURITY

7.1 **Remedies**

Whenever the Security has become enforceable, but subject to the provisions hereof:

- (a) The Lender may proceed to enforce its rights by any action, suit, remedy or proceeding authorized or permitted by law or by equity, and may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have its claims lodged in any bankruptcy, winding-up or other judicial proceeding relative to the Borrower and any Guarantor;

- (b) The Lender may enter into and upon and take possession of all or any part of the Mortgaged Property, with full power to carry on, manage and conduct the business and operations of the Borrower, including the power to borrow monies or advance its own monies for the purpose of such business operations, the maintenance and preservation of the Mortgaged Property or any part thereof, the payment of taxes, wages and other charges ranking in priority to the Indebtedness and operating expenses. The Lender shall specifically have the right to exercise the rights and remedies of the Borrower under any joint venture, limited partnership, trust or equivalent agreement or arrangement. The monies so borrowed or advanced shall be repaid by the Borrower on demand and until repaid with interest thereon at the rate per annum provided in section 3.7 hereunder calculated monthly, in arrears, shall form a charge upon the Mortgaged Property in priority to the Indebtedness and shall be secured by the Security. The Lender shall have the right to demand and to receive the revenues, incomes, issues and profits of the Mortgaged Property and to pay therefrom all of its expenses, charges and advances in carrying on the business operations or otherwise, of the Borrower, and the payment of all taxes, assessments and other charges against the Mortgaged Property ranking in priority to the Indebtedness, or payment of which may be necessary to preserve the Mortgaged Property, and to apply the remainder of the monies so received in accordance with the provisions hereof;
- (c) The Lender may, either after entry as provided herein, or without any entry, and with or without possession or control of the Mortgaged Property sell and dispose of all the Mortgaged Property, either as a whole or in separate parcels at public auction, by tender, or by private contract at such time and on such terms and conditions, having first given such notice of the time and place of such sale, as it may think proper. The Lender may make such sale whether by auction, tender or private contract, either for cash, upon credit, or in exchange for bonds, mortgages, stocks or other securities of another corporation, or partly for one and partly for the other upon such reasonable conditions as to terms of payment as it may deem proper, and upon any such sale, shall be obliged to account to the Borrower and any Guarantor only in relation to monies actually received and only at the time of receipt. It shall be lawful for the Lender to rescind or vary any contract of sale that may have been entered into, and resell with or under any of the powers conferred herein, to adjourn any such sale from time to time, and to execute and deliver to the purchaser or purchasers of the said property, or any part thereof, good and sufficient deed or deeds for the same, the Lender being hereby irrevocably constituted an attorney of the Borrower and each Guarantor for the purpose thereof, any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Borrower and each Guarantor and its assigns and all other persons claiming the said property or any part or parcel thereof, by, from, through, or under the Borrower and each Guarantor or its assigns, and the proceeds of any such sale shall be distributed in the manner hereinafter provided; and
- (d) The Lender or any agent or representative thereof, may become the purchaser at any sale of the Mortgaged Property whether made under the power of sale herein contained, pursuant to foreclosure, or other judicial proceedings.

7.2 **Remedies Not Exclusive**

No remedy for the enforcement of the rights of the Lender shall be exclusive of, or depend on, any other remedy, but any one or more remedies may from time to time be exercised independently or in combination.

7.3 **Remedies Not Prejudiced by Delay**

No delay or omission of the Lender to exercise any remedy shall impair any such remedy, or shall be construed to be a waiver of any Event of Default hereunder or under the Security, or acquiescence therein.

7.4 **Yield Possession**

Upon the occurrence of an Event of Default which is continuing, the Borrower and each Guarantor shall yield possession of the Mortgaged Property and the conduct of its business in connection therewith to the Lender and agrees to put no obstacles in the way of, but to facilitate by all legal means, the actions of the Lender hereunder, and not to interfere with the carrying out of the powers hereby granted to it. The Borrower and each Guarantor shall forthwith, by and through its officers and directors, at any time upon the occurrence of an Event of Default which is continuing, and request in writing by the Lender execute such documents and transfers as may be necessary to place the Lender in legal possession of the Mortgaged Property and its business in connection therewith, and thereupon all the powers and functions, rights and privileges of each and every of its directors and officers shall cease and determine solely with respect to the possession of the Mortgaged Property, unless specifically continued in writing by the Lender, or unless the property shall have been restored to the Borrower and each Guarantor.

7.5 **Lender Entitled to Perform Covenants**

Upon the occurrence of an Event of Default which is continuing, the Lender may, in its discretion, perform any of the covenants of the Borrower or any Guarantor capable of being performed by the Lender, and if any such covenant requires the payment or expenditure of money, the Lender may make payments or expenditure with its own funds, or with money borrowed by or advanced to it for such purpose, but shall be under no obligation to do so, and all sums so expended or advanced shall be at once payable by the Borrower on demand, shall bear interest at the applicable rate set out in Section 3.7 plus two per cent (2%) per annum, calculated and payable monthly, in arrears, until paid, and shall be payable out of any funds coming into the possession of the Lender in priority to the Indebtedness, but no such performance or payment shall be deemed to relieve the Borrower or any Guarantor from any Event of Default hereunder.

7.6 The Lender as Lender and Power of Attorney

Upon the occurrence of an Event of Default which is continuing, and written notification by the Lender, the Borrower hereby irrevocably appoints the Lender to be its attorney, and in its name and on its behalf, to execute and carry out any deeds, documents, transfers, conveyances, assignments, assurances, consents and things which the Borrower ought to, or may, sign, execute and do hereunder, and generally to use its name in the exercise of all or any of the powers hereby conferred on the Lender, with full power of substitution and revocation. In the exercise of all of its rights hereunder, the Lender shall be, so far as concerns responsibility for its action or inaction, the agent of the Borrower.

7.7 For the Protection of the Lender

In realizing upon the Mortgaged Property, the Lender shall not be responsible for any loss occasioned by any demand, collection, enforcement, sale or other realization thereof, or the failure to, or delay in, demand, collect, enforce or sell any portion, and the Lender shall not be bound to protect the Mortgaged Property from depreciating in value. Upon any sale or realization of the Mortgaged Property by way of public auction, the Lender may become purchaser free from any right or equity of redemption, which right or equity is expressly waived by the Borrower, Guarantor and the Lender may, in paying the purchase price, apply so much of the obligations of the Borrower and any Guarantor hereunder on account of the purchase price as may be necessary for such purpose.

7.8 Charges for Late Payment

Notwithstanding any waiver or enforcement of an Event of Default hereunder, the Borrower acknowledges that the Lender shall be paid interest on overdue interest at the applicable rate set out in section 3.7 and the sum of Two Hundred and Fifty Dollars (\$250) in each instance, to compensate for costs, penalties or expenses caused to the Lender arising as a result of any payment made after its due date hereunder.

ARTICLE 8.00 - APPLICATION OF FUNDS

8.1 Appointment of Receiver

If the Security shall become enforceable, the Lender may appoint a receiver, manager, or receiver and manager of the Borrower, and/or Mortgaged Property, or any part thereof (hereinafter called the "**Receiver**"), and may remove any Receiver so appointed and appoint another in his stead, and the following provisions shall take effect:

- (a) such appointment may be made at any time after the Security shall have become enforceable and either before or after the Lender shall have entered into or taken possession of the Mortgaged Property or any part thereof, but such appointment may be revoked upon the direction in writing of the Lender;
- (b) every such Receiver shall be vested with all or any of the powers and discretions of the Lender;
- (c) such Receiver may carry on the business of the Borrower or any part thereof, and may exercise all the powers conferred upon the Lender hereby;

- (d) the Lender may from time to time fix the remuneration of every such Receiver, which remuneration shall be reasonable, and direct the payment thereof out of the Mortgaged Property or the proceeds thereof in priority to payment of the Indebtedness;
- (e) the Lender may from time to time require any such Receiver to give security for the performance of his duties, and may fix the nature and amount thereof, but shall not be bound to require such security;
- (f) every such Receiver may, with the consent in writing of the Lender, borrow money for the purpose of carrying on the business of the Borrower, for the maintenance of the Mortgaged Property or any part or parts thereof, or for any other purposes approved by the Lender, and may issue security on the Mortgaged Property in priority to the Security and in the amounts from time to time required to carry out the duties of the Receiver appointed hereunder, which shall bear interest as shall be reasonably determined by the Receiver;
- (g) save so far as otherwise directed by the Lender, all monies from time to time received by such Receiver shall be paid over to the Lender; and
- (h) every such Receiver shall so far as concerns responsibility for his acts and omissions in exercising all or any of the powers and discretions conferred upon him hereunder, be deemed the agent of the Borrower and not of the Lender and the Lender shall not be responsible for any act or default of any Receiver.

8.2 **Application of Funds**

Except as otherwise herein provided, the monies arising from any enforcement of the Security shall be applied as follows:

- (a) firstly, in payment of, or reimbursement to the Lender of, the expenses, disbursements, Accelerated Amounts, and advances of the Lender (including the fees and expenses of any Receiver, agent or representative appointed pursuant hereto or under the Security and any legal fees with respect thereto, on a solicitor and client basis) incurred or made in connection with the enforcement of this Agreement or the realization of the Security;
- (b) secondly, in payment of interest on overdue interest, interest and principal included in the Indebtedness, in that order of priority, and in the case of accrued and unpaid interest in reverse order of maturity; and
- (c) the surplus, if any, shall be paid to the Borrower or its assigns.

8.3 **Deficiency**

If the monies received by the Lender or any Receiver are insufficient to repay to the Lender all monies due to it, the Borrower shall forthwith pay or cause to be paid to the Lender such deficiency.

ARTICLE 9.00 – NOTICES

9.1 Any demand or notice to be given by any party hereto to any other party shall be in writing and may be given by personal delivery, or except during any period when postal service is interrupted, by prepaid registered mail or by telecopy or by other means of instantaneous transmission (such as e-mail) that produces a permanent copy ("**other communication**") addressed as follows:

- (a) to the Borrower or any Guarantor at: 2717 Joseph Howe Drive
Halifax, Nova Scotia
B3J 2T2
- Attention: President, with a copy to the Chief Financial Officer
- Telecopy No.: (902) 426-1164
- (b) to the Lender at: 70 University Avenue
Suite 1200
Toronto, Ontario
M5J 2M4
- Attention: Doug Zinkiewich/Brian Ko
- Telecopy No.: (416) 367-2594

and if given by registered mail shall be deemed to have been received by the party to whom it was addressed on the date falling four (4) Business Days following the date upon which it has been deposited in the post office with postage and cost of registration prepaid, and if personally delivered or transmitted electronically it shall be deemed to be received on the date of delivery or transmission, as the case may be, except notices delivered or transmitted after 5:00pm (Halifax time) shall be deemed to have been received on the next Business Day. Provided that any of the above-named parties may change the address designated from time to time, by notice in writing to the other party hereto.

[Next page is the Signing Page]

SIGNATURE PAGE TO LOAN AGREEMENT BETWEEN THE HALIFAX HERALD LIMITED, G.W.D. INVESTMENTS LIMITED, BRACE CAPITAL LTD., BOUNTY PRINT LIMITED, BRACE PROPERTIES LIMITED, BRACE PUBLISHING LIMITED AND INTEGRATED PRIVATE DEBT FUND III LP MADE AS OF JULY 19, 2012

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND III LP,
by its General Partner Integrated Private Debt
Fund GP Inc.

THE HALIFAX HERALD LIMITED

Per: [Signature]
Name: Brian Ko
Title: Asst. Mgr.

Per: _____
Name: _____
Title: _____

Per: [Signature]
Name: _____
Title: **D. E. Zinkewich**
Asst.

G.W.D. INVESTMENTS LIMITED

BRACE CAPITAL LTD.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

BOUNTY PRINT LIMITED

BRACE PROPERTIES LIMITED

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

BRACE PUBLISHING LIMITED

Per: _____
Name: _____
Title: _____

SIGNATURE PAGE TO LOAN AGREEMENT BETWEEN THE HALIFAX HERALD LIMITED, G.W.D. INVESTMENTS LIMITED, BRACE CAPITAL LTD., BOUNTY PRINT LIMITED, BRACE PROPERTIES LIMITED, BRACE PUBLISHING LIMITED AND INTEGRATED PRIVATE DEBT FUND III LP MADE AS OF JULY ____, 2012

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND III LP,
by its General Partner Integrated Private Debt
Fund GP Inc.

Per: _____
Name: Doug Zinkiewich
Title:

Per: _____
Name: Brian Ko
Title:

THE HALIFAX HERALD LIMITED

Per: _____
Name: Sarah A. Dennis
Title: Director, Chairman & Publisher

G.W.D. INVESTMENTS LIMITED

Per: _____
Name: Sarah A. Dennis
Title: President & CEO

BRACE CAPITAL LTD.

Per: _____
Name: Sarah A. Dennis
Title: President

BOUNTY PRINT LIMITED

Per: _____
Name: Sarah A. Dennis
Title: President

BRACE PROPERTIES LIMITED

Per: _____
Name: Mark Lever
Title: President

BRACE PUBLISHING LIMITED

Per: _____
Name: Mark Lever
Title: President

SCHEDULE "A"
PERMITTED ENCUMBRANCES AND PERMITTED INDEBTEDNESS

NIL

SCHEDULE "B"
LOCATION OF ASSETS AND CHIEF EXECUTIVE OFFICES

Borrower and Guarantors:

Registered Principal Office:

2717 Joseph Howe Drive
Halifax, Nova Scotia
B3J 2T2

Tangible Asset Location:

2717 Joseph Howe Drive
Halifax, Nova Scotia
B3J 2T2

311 Bluewater Road
Halifax, Nova Scotia

SCHEDULE "C"
CORPORATE CHART
as at July 19, 2012

See attached

SCHEDULE "D"
LIST OF SECURITY AGREEMENTS

Borrower

1. Borrower issued General Security Agreement
2. Borrower issued Trademark Security Agreement
3. Mortgage on owned real properties, including property located at 311 Bluewater Road, Halifax, Nova Scotia

Guarantors

4. Unlimited Guarantee issued by each Guarantor other than GWD
5. Limited Recourse Guarantee of the obligations of Sarah Dennis issued by GWD (limited to pledged shares of the Borrower)
6. Guarantor issued General Security Agreement issued by each Guarantor other than GWD
7. Pledge of shares of The Halifax Herald granted by GWD
8. Pledge of shares of each of Bounty, Brace Properties and Brace Publishing granted by Brace Capital
9. Mortgage on owned real property of Brace Properties, including properties located at 42 Paint Street, Port Hawkesbury, Nova Scotia, 113 St Marys Street, Antigonish, Nova Scotia, 88 College Street, Antigonish, Nova Scotia and 100 College Street, Anigonish, Nova Scotia

Sarah Dennis

10. Limited Recourse Guarantee issued (limited to pledged shares of Brace Capital)

SCHEDULE "E"
CONTINGENT LIABILITIES

NIL

SCHEDULE "F"
MATERIAL CONTRACTS / PENSION AND BENEFIT PLANS

MATERIAL CONTRACTS

Union	Bargaining Unit	No. Employees	Expiry Date
Communications, Energy and Paperworkers Union of Canada, Local 506G	Mailing Room Clerks	5	December 31, 2012
The Halifax Typographical Union – CWA/SCA Canada 30130	Press operators and mechanics	13	June 14, 2014
The Halifax Typographical Union – CWA/SCA Canada 30130	Editors, reporters and photographers	82	November 20, 2015
The Halifax Typographical Union – CWA/SCA Canada 30130	Composing	5	December 31, 2019

PENSION AND BENEFIT PLANS

1. **Please see following page:**

7. ACCRUED BENEFIT ASSET AND OBLIGATION

The Company sponsors a contributory defined benefit pension plan that covers substantially all of its employees ("Pension Benefits"). As well, it supplements the post-employment income provided to some employees who participated in early retirement and buy-out programs and also pays life and health premiums for retired employees ("Other Benefits").

The Company uses actuarial reports prepared by independent actuaries for funding and accounting purposes for all of the above plans. Extrapolation for the pension plan is based upon actuarial valuations as at April 30, 2010, dated January 2011. The next actuarial valuation must be undertaken no later than April 30, 2013.

The actuarial solvency deficit as at April 30, 2010 was approximately \$13,866,300. During the year, it was determined that the Company was able to utilize solvency funding relief enacted by the Province of Nova Scotia in order to fund the actuarial solvency deficiency, by way of monthly payments of \$140,098, over a period of ten years, commencing May 1, 2010, until April 30, 2020. As a result of the valuation, during the year, in addition to the regular monthly payments of \$140,098, the Company paid retroactive special payments in the amount of \$887,320 related to the 2010 year end.

The Company is required to make future special payments as follows to the pension fund:

	\$
2012	1,681,176
2013	1,681,176
2014	1,681,176
2015	1,681,176
2016	1,681,176
2017	1,681,176
2018	1,681,176
2019	1,681,176
2020	560,392

**SCHEDULE "G"
PERMITS, LICENCES**

Nil

**SCHEDULE "H"
REPAYMENT SCHEDULE**

Halifax Herald Limited

Account Number: IPD31213

Principal Amount: \$18,000,000.00 **Valuation Date:** 17-Jul-12

Interest Rate: 6.000% **# of Payments:** 120

Blended Payment: \$236,545.74 **Amortization:** 96

Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding
0	19-Jul-12	0.00	0.00	-	18,000,000.00
1	15-Aug-12	79,890.41	79,890.41	-	18,000,000.00
2	15-Sep-12	90,000.00	90,000.00	-	18,000,000.00
3	15-Oct-12	90,000.00	90,000.00	-	18,000,000.00
4	15-Nov-12	90,000.00	90,000.00	-	18,000,000.00
5	15-Dec-12	90,000.00	90,000.00	-	18,000,000.00
6	15-Jan-13	90,000.00	90,000.00	-	18,000,000.00
7	15-Feb-13	90,000.00	90,000.00	-	18,000,000.00
8	15-Mar-13	90,000.00	90,000.00	-	18,000,000.00
9	15-Apr-13	90,000.00	90,000.00	-	18,000,000.00
10	15-May-13	90,000.00	90,000.00	-	18,000,000.00
11	15-Jun-13	90,000.00	90,000.00	-	18,000,000.00
12	15-Jul-13	90,000.00	90,000.00	-	18,000,000.00
13	15-Aug-13	90,000.00	90,000.00	-	18,000,000.00
14	15-Sep-13	90,000.00	90,000.00	-	18,000,000.00
15	15-Oct-13	90,000.00	90,000.00	-	18,000,000.00
16	15-Nov-13	90,000.00	90,000.00	-	18,000,000.00

17	15-Dec-13	90,000.00	90,000.00	-	18,000,000.00
18	15-Jan-14	90,000.00	90,000.00	-	18,000,000.00
19	15-Feb-14	90,000.00	90,000.00	-	18,000,000.00
20	15-Mar-14	90,000.00	90,000.00	-	18,000,000.00
21	15-Apr-14	90,000.00	90,000.00	-	18,000,000.00
22	15-May-14	90,000.00	90,000.00	-	18,000,000.00
23	15-Jun-14	90,000.00	90,000.00	-	18,000,000.00
24	15-Jul-14	90,000.00	90,000.00	-	18,000,000.00
25	15-Aug-14	236,545.74	90,000.00	146,545.74	17,853,454.26
26	15-Sep-14	236,545.74	89,267.27	147,278.47	17,706,175.79
27	15-Oct-14	236,545.74	88,530.88	148,014.86	17,558,160.93
28	15-Nov-14	236,545.74	87,790.80	148,754.94	17,409,405.99
29	15-Dec-14	236,545.74	87,047.03	149,498.71	17,259,907.28
30	15-Jan-15	236,545.74	86,299.54	150,246.20	17,109,661.08
31	15-Feb-15	236,545.74	85,548.31	150,997.43	16,958,663.65
32	15-Mar-15	236,545.74	84,793.32	151,752.42	16,806,911.23
33	15-Apr-15	236,545.74	84,034.56	152,511.18	16,654,400.05
34	15-May-15	236,545.74	83,272.00	153,273.74	16,501,126.31
35	15-Jun-15	236,545.74	82,505.63	154,040.11	16,347,086.20
36	15-Jul-15	236,545.74	81,735.43	154,810.31	16,192,275.89
37	15-Aug-15	236,545.74	80,961.38	155,584.36	16,036,691.53
38	15-Sep-15	236,545.74	80,183.46	156,362.28	15,880,329.25
39	15-Oct-15	236,545.74	79,401.65	157,144.09	15,723,185.16
40	15-Nov-15	236,545.74	78,615.93	157,929.81	15,565,255.35
41	15-Dec-15	236,545.74	77,826.28	158,719.46	15,406,535.89
42	15-Jan-16	236,545.74	77,032.68	159,513.06	15,247,022.83
43	15-Feb-16	236,545.74	76,235.11	160,310.63	15,086,712.20
44	15-Mar-16	236,545.74	75,433.56	161,112.18	14,925,600.02
45	15-Apr-16	236,545.74	74,628.00	161,917.74	14,763,682.28

46	15-May-16	236,545.74	73,818.41	162,727.33	14,600,954.95
47	15-Jun-16	236,545.74	73,004.77	163,540.97	14,437,413.98
48	15-Jul-16	236,545.74	72,187.07	164,358.67	14,273,055.31
49	15-Aug-16	236,545.74	71,365.28	165,180.46	14,107,874.85
50	15-Sep-16	236,545.74	70,539.37	166,006.37	13,941,868.48
51	15-Oct-16	236,545.74	69,709.34	166,836.40	13,775,032.08
52	15-Nov-16	236,545.74	68,875.16	167,670.58	13,607,361.50
53	15-Dec-16	236,545.74	68,036.81	168,508.93	13,438,852.57
54	15-Jan-17	236,545.74	67,194.26	169,351.48	13,269,501.09
55	15-Feb-17	236,545.74	66,347.51	170,198.23	13,099,302.86
56	15-Mar-17	236,545.74	65,496.51	171,049.23	12,928,253.63
57	15-Apr-17	236,545.74	64,641.27	171,904.47	12,756,349.16
58	15-May-17	236,545.74	63,781.75	172,763.99	12,583,585.17
59	15-Jun-17	236,545.74	62,917.93	173,627.81	12,409,957.36
60	15-Jul-17	236,545.74	62,049.79	174,495.95	12,235,461.41
61	15-Aug-17	236,545.74	61,177.31	175,368.43	12,060,092.98
62	15-Sep-17	236,545.74	60,300.46	176,245.28	11,883,847.70
63	15-Oct-17	236,545.74	59,419.24	177,126.50	11,706,721.20
64	15-Nov-17	236,545.74	58,533.61	178,012.13	11,528,709.07
65	15-Dec-17	236,545.74	57,643.55	178,902.19	11,349,806.88
66	15-Jan-18	236,545.74	56,749.03	179,796.71	11,170,010.17
67	15-Feb-18	236,545.74	55,850.05	180,695.69	10,989,314.48
68	15-Mar-18	236,545.74	54,946.57	181,599.17	10,807,715.31
69	15-Apr-18	236,545.74	54,038.58	182,507.16	10,625,208.15
70	15-May-18	236,545.74	53,126.04	183,419.70	10,441,788.45
71	15-Jun-18	236,545.74	52,208.94	184,336.80	10,257,451.65
72	15-Jul-18	236,545.74	51,287.26	185,258.48	10,072,193.17
73	15-Aug-18	236,545.74	50,360.97	186,184.77	9,886,008.40
74	15-Sep-18	236,545.74	49,430.04	187,115.70	9,698,892.70

75	15-Oct-18	236,545.74	48,494.46	188,051.28	9,510,841.42
76	15-Nov-18	236,545.74	47,554.21	188,991.53	9,321,849.89
77	15-Dec-18	236,545.74	46,609.25	189,936.49	9,131,913.40
78	15-Jan-19	236,545.74	45,659.57	190,886.17	8,941,027.23
79	15-Feb-19	236,545.74	44,705.14	191,840.60	8,749,186.63
80	15-Mar-19	236,545.74	43,745.93	192,799.81	8,556,386.82
81	15-Apr-19	236,545.74	42,781.93	193,763.81	8,362,623.01
82	15-May-19	236,545.74	41,813.12	194,732.62	8,167,890.39
83	15-Jun-19	236,545.74	40,839.45	195,706.29	7,972,184.10
84	15-Jul-19	236,545.74	39,860.92	196,684.82	7,775,499.28
85	15-Aug-19	236,545.74	38,877.50	197,668.24	7,577,831.04
86	15-Sep-19	236,545.74	37,889.16	198,656.58	7,379,174.46
87	15-Oct-19	236,545.74	36,895.87	199,649.87	7,179,524.59
88	15-Nov-19	236,545.74	35,897.62	200,648.12	6,978,876.47
89	15-Dec-19	236,545.74	34,894.38	201,651.36	6,777,225.11
90	15-Jan-20	236,545.74	33,886.13	202,659.61	6,574,565.50
91	15-Feb-20	236,545.74	32,872.83	203,672.91	6,370,892.59
92	15-Mar-20	236,545.74	31,854.46	204,691.28	6,166,201.31
93	15-Apr-20	236,545.74	30,831.01	205,714.73	5,960,486.58
94	15-May-20	236,545.74	29,802.43	206,743.31	5,753,743.27
95	15-Jun-20	236,545.74	28,768.72	207,777.02	5,545,966.25
96	15-Jul-20	236,545.74	27,729.83	208,815.91	5,337,150.34
97	15-Aug-20	236,545.74	26,685.75	209,859.99	5,127,290.35
98	15-Sep-20	236,545.74	25,636.45	210,909.29	4,916,381.06
99	15-Oct-20	236,545.74	24,581.91	211,963.83	4,704,417.23
100	15-Nov-20	236,545.74	23,522.09	213,023.65	4,491,393.58
101	15-Dec-20	236,545.74	22,456.97	214,088.77	4,277,304.81
102	15-Jan-21	236,545.74	21,386.52	215,159.22	4,062,145.59
103	15-Feb-21	236,545.74	20,310.73	216,235.01	3,845,910.58

104	15-Mar-21	236,545.74	19,229.55	217,316.19	3,628,594.39
105	15-Apr-21	236,545.74	18,142.97	218,402.77	3,410,191.62
106	15-May-21	236,545.74	17,050.96	219,494.78	3,190,696.84
107	15-Jun-21	236,545.74	15,953.48	220,592.26	2,970,104.58
108	15-Jul-21	236,545.74	14,850.52	221,695.22	2,748,409.36
109	15-Aug-21	236,545.74	13,742.05	222,803.69	2,525,605.67
110	15-Sep-21	236,545.74	12,628.03	223,917.71	2,301,687.96
111	15-Oct-21	236,545.74	11,508.44	225,037.30	2,076,650.66
112	15-Nov-21	236,545.74	10,383.25	226,162.49	1,850,488.17
113	15-Dec-21	236,545.74	9,252.44	227,293.30	1,623,194.87
114	15-Jan-22	236,545.74	8,115.97	228,429.77	1,394,765.10
115	15-Feb-22	236,545.74	6,973.83	229,571.91	1,165,193.19
116	15-Mar-22	236,545.74	5,825.97	230,719.77	934,473.42
117	15-Apr-22	236,545.74	4,672.37	231,873.37	702,600.05
118	15-May-22	236,545.74	3,513.00	233,032.74	469,567.31
119	15-Jun-22	236,545.74	2,347.84	234,197.90	235,369.41
120	19-Jul-22	236,684.90	1,315.49	235,369.41	0.00

FIRST AMENDING AGREEMENT: LOAN AGREEMENT

THIS AGREEMENT is made as of the 7th day of June, 2013

B E T W E E N :

THE HALIFAX HERALD LIMITED

(the "Borrower")

OF THE FIRST PART

A N D :

**G.W.D. INVESTMENTS LIMITED ("GWD")
BRACE CAPITAL LTD. ("Brace")
BOUNTY PRINT LIMITED ("Bounty")
BRACE PROPERTIES LIMITED ("Brace Properties")
BRACE PUBLISHING LIMITED ("Brace Publishing")**

(each individually called a "Guarantor" and collectively called the "Guarantors")

OF THE SECOND PART

A N D :

**INTEGRATED PRIVATE DEBT FUND III LP, by its sole general partner
INTEGRATED PRIVATE DEBT FUND GP INC.**

(the "Lender")

OF THE THIRD PART

WHEREAS the parties hereto are parties to a Loan Agreement dated July 19th 2012 (the "Loan Agreement") pursuant to which the Lender has made available to the Borrower the credit facilities as described therein;

AND WHEREAS the Lender and the Borrower have agreed to certain amendments to the terms of the Loan Agreement and by this Agreement hereby set out their agreements as to the amendments to the Loan Agreement;

NOW THEREFORE WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. All capitalized terms used herein shall have the meaning ascribed to them in the Loan Agreement unless otherwise defined herein.

2. Other than as amended by the terms of this Amending Agreement the Loan Agreement remains in full force and effect unamended and not novated.

3. The Loan Agreement shall be amended at Section 5.3(b) by deleting the 5.3(b) in its entirety and substituting therefore the following:

"The Borrower hereby covenants and acknowledges that so long as any of the Indebtedness remains outstanding, it will maintain a "Total Funded Debt to EBITDA Ratio" of (i) during the Borrower's 4th fiscal quarter of 2012, not more than 4.3:1.0; (ii) during the Borrower's 1st fiscal quarter of 2013, not more than 3.0:1.0; (iii) during the Borrower's 2nd fiscal quarter of 2013, not more than 4.0:1.0; (iv) during the Borrower's 3rd fiscal quarter of 2013, not more than 3.75:1.0; (v) during the Borrower's 4th fiscal quarter of 2013, not more than 3.5:1.0; (vi) during the Borrower's 1st fiscal quarter of 2014, not more than 3.5:1.0; (vii) during the Borrower's 2nd fiscal quarter of 2014, not more than 3.25:1.0; and (viii) during the Borrower's 3rd fiscal quarter of 2014 and thereafter, not more than 3.0:1.0. For purposes of calculation of the Total Funded Debt to EBITDA Ratio "Total Funded Debt" is defined as Senior Long Term Debt, plus any Operating Line Debt (net of any cash), and capital leases. The Total Funded Debt to EBITDA Ratio will be calculated on a rolling four (4) quarter basis."

4. The Loan Agreement shall be amended at Section 5.3(c) by deleting the 5.3(c) in its entirety and substituting therefore the following:

"The Borrower hereby covenants and acknowledges that so long as any of the Indebtedness remains outstanding, it will maintain a "Debt Service Coverage Ratio" of EBITDA less Maintenance CAPEX to Interest and principal payments made pursuant to the Loan Agreement of (i) during the Borrower's 4th fiscal quarter of 2012, greater than 3.85:1.0; (ii) during the Borrower's 1st fiscal quarter of 2013, greater than 4.0:1.0; (iii) during the Borrower's 2nd fiscal quarter of 2013, greater than 4.0:1.0; (iv) during the Borrower's 3rd fiscal quarter of 2013, greater than 4.0:1.0; (v) during the Borrower's 4th fiscal quarter of 2013, greater than 4.25:1.0; (vi) during the Borrower's 1st fiscal quarter of 2014, greater than 4.5:1.0; (vii) during the Borrower's 2nd fiscal quarter of 2014, greater than 4.75:1.0; (viii) during the Borrower's 3rd fiscal quarter of 2014, greater than 3.5:1.0; (ix) during the Borrower's 4th fiscal quarter of 2014, greater than 2.5:1.0; and (x) during the Borrower's 1st fiscal quarter of 2015 and thereafter, greater than 1.75:1.0. For purposes of calculation of the Debt Service Coverage Ratio, "Interest" means total interest paid on all interest bearing loans and leases of the Borrower and Guarantors, on a consolidated basis. The Debt Service Coverage Ratio will be calculated on a rolling four (4) quarter basis."

5. The Borrower hereby confirms that the representations and warranties of Article 2 remain true and correct as at the date hereof, except for any representations and warranties expressly stated to related to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.

7. This Agreement will be read together with the Loan Agreement, for the purpose of amending the terms thereof, and this Agreement together with the Loan Agreement will constitute, with effect from and after the date hereof, the Loan Agreement.

8. This Agreement shall be construed in accordance with the laws of the Province of Ontario and federal laws applicable therein.

9. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

10. This Agreement will be binding on the parties to and any respective permitted successors and assigns.


[Signature page follows]

SIGNATURE PAGE TO FIRST AMENDING AGREEMENT TO THE LOAN AGREEMENT BETWEEN THE HALIFAX HERALD LIMITED, G.W.D. INVESTMENTS LIMITED, BRACE CAPITAL LTD., BOUNTY PRINT LIMITED, BRACE PROPERTIES LIMITED, BRACE PUBLISHING LIMITED AND INTEGRATED PRIVATE DEBT FUND III LP MADE AS OF JUNE 5, 2013

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND III LP,
by its General Partner Integrated Private Debt
Fund GP Inc.

Per: 
Name: Doug Zinkiewich
Title: 

Per: 
Name: Brian Ko
Title: 

THE HALIFAX HERALD LIMITED

Per: _____
Name: _____
Title: _____

G.W.D. INVESTMENTS LIMITED

Per: _____
Name: _____
Title: _____

BRACE CAPITAL LTD.

Per: _____
Name: _____
Title: _____

BOUNTY PRINT LIMITED

Per: _____
Name: _____
Title: _____

BRACE PROPERTIES LIMITED

Per: _____
Name: _____
Title: _____

BRACE PUBLISHING LIMITED

Per: _____
Name: _____
Title: _____

SIGNATURE PAGE TO FIRST AMENDING AGREEMENT TO THE LOAN AGREEMENT BETWEEN THE HALIFAX HERALD LIMITED, G.W.D. INVESTMENTS LIMITED, BRACE CAPITAL LTD., BOUNTY PRINT LIMITED, BRACE PROPERTIES LIMITED, BRACE PUBLISHING LIMITED AND INTEGRATED PRIVATE DEBT FUND III LP MADE AS OF JUNE ____, 2013

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND III LP,
by its General Partner Integrated Private Debt Fund GP Inc.

Per: _____
Name: Doug Zinkiewich
Title:

Per: _____
Name: Brian Ko
Title:

THE HALIFAX HERALD LIMITED

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

G.W.D. INVESTMENTS LIMITED

Per: 
Name: MARK LEVER
Title:

BRACE CAPITAL LTD.

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

BOUNTY PRINT LIMITED

Per: 
Name: MARK LEVER
Title: CEO

BRACE PROPERTIES LIMITED

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

BRACE PUBLISHING LIMITED

Per: 
Name: MARK LEVER
Title: CEO

SECOND AMENDING AGREEMENT: LOAN AGREEMENT

THIS AGREEMENT is made as of the ● day of November, 2013

B E T W E E N :

THE HALIFAX HERALD LIMITED

(the "**Borrower**")

OF THE FIRST PART

A N D :

**G.W.D. INVESTMENTS LIMITED ("GWD")
BRACE CAPITAL LTD. ("Brace")
BOUNTY PRINT LIMITED ("Bounty")
BRACE PROPERTIES LIMITED ("Brace Properties")
BRACE PUBLISHING LIMITED ("Brace Publishing")
HALIFAX HERALD HOLDINGS LIMITED ("Holdings Limited")**

(each individually called a "**Guarantor**" and collectively called the "**Guarantors**")

OF THE SECOND PART

A N D:

**INTEGRATED PRIVATE DEBT FUND III LP, by its sole general partner
INTEGRATED PRIVATE DEBT FUND GP INC.**

(the "**Lender**")

OF THE THIRD PART

WHEREAS the parties hereto entered into a loan agreement dated July 19, 2012 (the "**Loan Agreement**") pursuant to which the Lender has made available to the Borrower the credit facilities as described therein;

AND WHEREAS the Lender and the Borrower entered into an Amending Agreement: Loan Agreement dated June 5, 2013 pursuant to which certain financial covenants of the Loan Agreement were amended (the "**First Amending Agreement**");

AND WHEREAS the Borrower has requested that the Lender consent to a reorganization of the shareholdings of the Borrower, and the Lender is willing to do so under the terms and conditions set forth in this agreement (the "**Second Amending Agreement**");

NOW THEREFORE WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **DEFINITIONS**

- (a) All capitalized terms used herein shall have the meaning ascribed to them in the Loan Agreement unless otherwise defined herein.

2. **CONSENT**

- (a) the Borrower has requested that the Lender consent to a proposed reorganization of the shareholdings of the Borrower, whereby, (i) Holdings Limited will hold all issued and outstanding common shares of the Borrower, and (ii) the current sole shareholder of the Borrower, GWD, will transfer all 110 common shares it holds in the Borrower, being all of the issued and outstanding shares of the Borrower, to Holdings Limited (the "**Reorganization**"); and
- (b) the Lender hereby consents to the Reorganization subject to the terms and conditions herein.

3. **AMENDMENTS**

- (a) The parties to the Loan Agreement shall be amended by adding Holdings Limited as a Guarantor;
- (b) the Loan Agreement shall be amended by deleting Section 1.2(h) in its entirety and substituting therefore the following:

"Change in Control" means any one of the following: (i) the Borrower ceases to be a wholly-owned subsidiary of Holdings Limited; (ii) Holdings Limited ceases to be a wholly-owned subsidiary of GWD; (iii) either of GWD or Brace cease to be directly or indirectly wholly-owned by Sarah Dennis or her lineal descendents; (iv) any of Bounty, Brace Properties or Brace Publishing cease to be wholly owned by Brace; or (v) there is a material change in the directors or senior executive officers of any Obligor, and such persons are not replaced by a person or persons acceptable to the Lender;

- (c) the Loan Agreement shall be amended by deleting Schedule "C" (Corporate Chart) in its entirety and replacing it with Schedule A attached hereto as Schedule "C" of the Loan Agreement; and
- (d) the Loan Agreement shall be amended by deleting Schedule "D" (List of Security Agreements) in its entirety and replacing it with Schedule B attached hereto as Schedule "D" of the Loan Agreement.

4. REPRESENTATIONS AND WARRANTIES

- (a) The Borrower hereby confirms that the representations and warranties of Article 2 of the Loan Agreement remain true and correct as at the date hereof, except for any representations and warranties expressly stated to related to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date;
- (b) the Borrower is in compliance with all terms and provisions set out in the Loan Agreement and the other Loan Documents to which it is a party; and
- (c) no Default or Event of Default has occurred and is continuing.

5. CONDITIONS PRECEDENT

- (a) Notwithstanding any provision of this Second Amending Agreement to the contrary, this Second Amending Agreement shall not become effective until the Lender shall have determined that each of the following conditions precedent shall have been satisfied:
 - (i) The Lender shall have received, in form and substance satisfactory to the Lender, each of the following:
 - (A) this Second Amending Agreement and all schedules to this Second Amending Agreement duly executed by the Obligors;
 - (B) an amended and restated limited recourse guarantee and pledge agreement provided by GWD (the "**GWD Amendment**"), together with delivery to the Lender of original share certificates of Holdings Limited and accompanying stock transfer powers of attorney;
 - (C) an amended and restated limited recourse guarantee and pledge agreement provided by Sarah Dennis, limited to the pledged shares in the capital of Brace (the "**Sarah Dennis Amendment**");
 - (D) a guarantee and pledge executed by Holdings Limited (the "**Holdings Guarantee and Pledge**" and together with this Second Amending Agreement, the GWD Amendment, and the Sarah Dennis Amendment, the "**Amendment Documents**"), limited to pledged shares of the Borrower, together with delivery to the Lender of original share certificates of Holdings Limited and accompanying stock transfer powers of attorney;
 - (E) a certificate of status respecting each Obligor;
 - (F) a copy of the authorizing resolutions of the board of directors of each Obligor authorizing the execution, delivery, and performance of this Second Amending Agreement and any related documents, certified by a duly authorized officer of the applicable entity as of the date of this Second Amending Agreement;

- (G) a certificate of an authorized officer from each of the Obligors in the same form as the previous certificates delivered to the Lender;
- (H) an opinion of counsel to the Obligors in form and substance acceptable to the Lender and its counsel as to:
 - (I) the existence and capacity of the Obligors;
 - (II) the due authorization, execution, and delivery of the Amendment Documents;
 - (III) the enforceability of this Second Amending Agreement, the GWD Amendment, and the Holdings Guarantee and Pledge;
 - (IV) the non-contravention of the constating documents of each Obligor and applicable law with respect to the entering into of Amendment Documents to which they are a party;
- (b) no Default or Event of Default has occurred and is continuing and no Material Adverse Effect has occurred; and
- (c) all fees and expenses (including reasonable fees and expenses of counsel) required to be paid in connection with this Second Amending Agreement have been paid.

6. MISCELLANEOUS

- (a) Other than as amended by the terms of this Second Amending Agreement the Loan Agreement remains in full force and effect unamended and not novated;
- (b) the conditions stated in section 5 of this Second Amending Agreement are inserted for the sole benefit of the Lender and may be waived by the Lender in writing, in whole or in part, with or without terms or conditions;
- (c) this Second Amending Agreement will be read together with the Loan Agreement and the First Amending Agreement, for the purpose of amending the terms thereof, and this Second Amending Agreement together with the Loan Agreement and the First Amending Agreement will constitute, with effect from and after the date hereof, the Loan Agreement;
- (d) this Second Amending Agreement shall be construed in accordance with the laws of the Province of Nova Scotia and federal laws applicable therein;
- (e) this Second Amending Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement; and

- (f) this Second Amending Agreement will be binding on the parties to and any respective permitted successors and assigns.

[Signature page follows]

SIGNATURE PAGE TO SECOND AMENDING AGREEMENT TO THE LOAN AGREEMENT BETWEEN THE HALIFAX HERALD LIMITED, G.W.D. INVESTMENTS LIMITED, BRACE CAPITAL LTD., BOUNTY PRINT LIMITED, BRACE PROPERTIES LIMITED, BRACE PUBLISHING LIMITED, HALIFAX HERALD HOLDINGS LIMITED, AND INTEGRATED PRIVATE DEBT FUND III LP MADE AS OF _____, 2013

IN WITNESS WHEREOF the parties hereto have executed this Second Amending Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND III LP,
by its General Partner Integrated Private Debt Fund GP Inc.

THE HALIFAX HERALD LIMITED

Per: _____
Name: Doug Zinkewich
Title:

Per: _____
Name:
Title:

Per: _____
Name: Brian Ko
Title:

G.W.D. INVESTMENTS LIMITED

BRACE CAPITAL LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

BOUNTY PRINT LIMITED

BRACE PROPERTIES LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

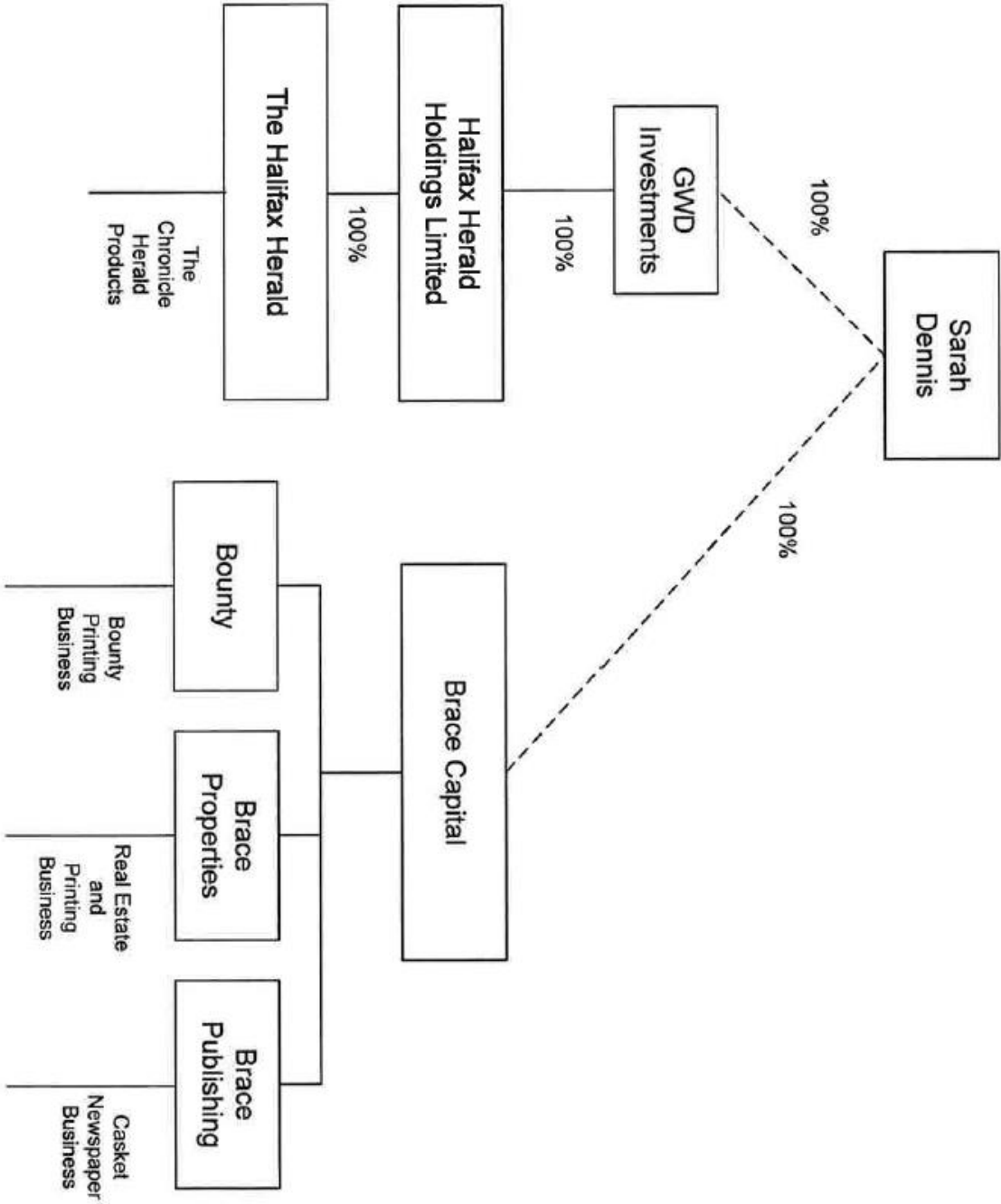
BRACE PUBLISHING LIMITED

HALIFAX HERALD HOLDINGS LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE A
SCHEDULE "C"
CORPORATE CHART



SCHEDULE B**SCHEDULE "D"
LIST OF SECURITY AGREEMENTS****Borrower**

1. Borrower issued General Security Agreement;
2. Borrower issued Trademark Security Agreement;
3. Mortgage on owned real properties, including property located at 311 Bluewater Road, Halifax, Nova Scotia;

Guarantors

4. Unlimited Guarantee issued by Brace, Bounty, Brace Properties, and Brace Publishing;
5. Amended and Restated Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by GWD (limited to pledged shares of Holdings Limited);
6. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Holdings Limited (limited to pledged shares of the Borrower);
7. Guarantor issued General Security Agreement issued by Brace, Bounty, Brace Properties, and Brace Publishing;
8. Pledge of shares of each of Bounty, Brace Properties and Brace Publishing granted by Brace Capital;
9. Mortgage on owned real property of Brace Properties, including properties located at 42 Paint Street, Port Hawkesbury, Nova Scotia, 113 St Marys Street, Antigonish, Nova Scotia, 88 College Street, Antigonish, Nova Scotia and 100 College Street, Antigonish, Nova Scotia; and

Sarah Dennis

10. Amended and Restated Limited Recourse Guarantee and Pledge Agreement issued by Sarah Dennis (limited to pledged shares of Brace Capital).

THIRD AMENDING AGREEMENT: LOAN AGREEMENT

THIS AGREEMENT is made as of the 17th day of FEBRUARY, 2015

BETWEEN:

THE HALIFAX HERALD LIMITED

(the "Borrower")

OF THE FIRST PART

AND:

**G.W.D. INVESTMENTS LIMITED ("GWD")
BRACE CAPITAL LTD. ("Brace")
BOUNTY PRINT LIMITED ("Bounty")
BRACE PROPERTIES LIMITED ("Brace Properties")
BRACE PUBLISHING LIMITED ("Brace Publishing")
HALIFAX HERALD HOLDINGS LIMITED ("Holdings Limited")**

(each individually called a "Guarantor", collectively called the "Guarantors", and together with the Borrower, the "Obligors")

OF THE SECOND PART

AND:

**INTEGRATED PRIVATE DEBT FUND III LP, by its sole general partner
INTEGRATED PRIVATE DEBT FUND GP INC.**

(the "Lender")

OF THE THIRD PART

WHEREAS the Obligors and the Lender entered into a loan agreement dated July 19, 2012 (the "**Loan Agreement**") pursuant to which the Lender made available to the Borrower the credit facilities as described therein;

AND WHEREAS the Obligors and the Lender entered into an Amending Agreement: Loan Agreement dated June 5, 2013 pursuant to which certain financial covenants of the Loan Agreement were amended;

AND WHEREAS the Obligors and the Lender entered into a Second Amending Agreement: Loan Agreement dated December 11, 2013 pursuant to which the Lender consented to a reorganization of the shareholdings of the Borrower;

AND WHEREAS the Borrower has requested that the Lender amend certain provisions of the Loan Agreement;

AND WHEREAS the Lender and the Obligors have agreed to enter into this Third Amending Agreement: Loan Agreement subject to the terms and conditions hereinafter set forth;

NOW THEREFORE WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. All capitalized terms used herein shall have the meaning ascribed to them in the Loan Agreement unless otherwise defined herein.
2. Other than as amended by the terms of this Third Amending Agreement the Loan Agreement remains in full force and effect unamended and not novated.
3. The Loan Agreement shall be amended at Section 1(ii) by deleting in its entirety the defined term "Operating Line Debt", and replacing it with the following:

"Operating Line Debt" means the operating line revolving facility of no more than Two Million Dollars provided to the Borrower by the Borrower's bankers upon terms and conditions reasonably satisfactory to the Lender;
4. The Loan Agreement shall be amended at Section 5.2(j) by deleting Section 5.2(j) in its entirety and replacing it with the following:

"The Operating Line Debt shall at no time exceed Two Million Dollars (\$2,000,000). The Lender may, in its sole and absolute discretion, provide its written consent to increase the Operating Line Debt to Four Million Dollars (\$4,000,000)."
5. The Loan Agreement shall be amended at Section 5.3(a) by deleting Section 5.3(a) in its entirety and replacing it with the following:

"The Borrower hereby covenants and acknowledges that so long as any of the Indebtedness remains outstanding, it will maintain a "Quick Ratio" of (i) during the period beginning on the Borrower's 4th fiscal quarter of 2012 and until the end of the Borrower's 2nd fiscal quarter of 2014, greater than 1.30:1.00; and (ii) during the period beginning on the Borrower's 3rd fiscal quarter of 2014 and until the end of the Borrower's 1st fiscal quarter of 2015, greater than 1.00:1.00; (iii) during the period beginning on the Borrower's 2nd fiscal quarter of 2015 and until the end of the Borrower's 3rd fiscal quarter of 2015, greater than 1.10:1.00; and (iv) during the period beginning on the Borrower's 4th fiscal quarter of 2015 and thereafter, greater than 1.30:1.00. The calculation of the Quick Ratio will be cash and liquid investments and accounts receivables of the Borrower divided by all current liabilities of the Borrower (excluding Advances)."
6. The Loan Agreement shall be amended at Section 5.3(b) by deleting Section 5.3(b) in its entirety and replacing it with the following:

"The Borrower hereby covenants and acknowledges that so long as any of the Indebtedness remains outstanding, it will maintain a "Total Funded Debt to EBITDA

Ratio" of (i) during the Borrower's 4th fiscal quarter of 2012, not more than 4.30:1.00; (ii) during the Borrower's 1st fiscal quarter of 2013, not more than 3.00:1.00; (iii) during the Borrower's 2nd fiscal quarter of 2013, not more than 4.00:1.00; (iv) during the Borrower's 3rd fiscal quarter of 2013, not more than 3.75:1.00; (v) during the Borrower's 4th fiscal quarter of 2013, not more than 3.50:1.00; (vi) during the Borrower's 1st fiscal quarter of 2014, not more than 3.50:1.00; (vii) during the Borrower's 2nd fiscal quarter of 2014, not more than 3.25:1.00; (viii) during the period beginning on the Borrower's 3rd fiscal quarter of 2014 and until the end of the Borrower's 4th fiscal quarter of 2014, not more than 3.50:1.00; and (ix) during the period beginning on the Borrower's 1st fiscal quarter of 2015 and thereafter, not more than 3.00:1.00. For purposes of calculation of the Total Funded Debt to EBITDA Ratio "Total Funded Debt" is defined as Senior Long Term Debt, plus any Operating Line Debt (net of any cash), and capital leases. The Total Funded Debt to EBITDA Ratio will be calculated on a rolling four (4) quarter basis."

7. The Borrower shall pay to the Lender an amendment fee of Sixteen Thousand Nine Hundred Fifty Dollars (\$16,950), immediately upon delivery of this Agreement.
8. The Borrower hereby confirms that the representations and warranties of Article 2 remain true and correct as at the date hereof, except for any representations and warranties expressly stated to related to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.
9. This Agreement will be read together with the Loan Agreement, for the purpose of amending the terms thereof, and this Agreement together with the Loan Agreement will constitute, with effect from and after the date hereof, the Loan Agreement.
10. This Agreement shall be construed in accordance with the laws of the Province of Nova Scotia and federal laws applicable therein.
11. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.
12. This Agreement will be binding on the parties to and any respective permitted successors and assigns.

[Signature page follows]

SIGNATURE PAGE TO THIRD AMENDING AGREEMENT TO THE LOAN AGREEMENT BETWEEN THE HALIFAX HERALD LIMITED, G.W.D. INVESTMENTS LIMITED, BRACE CAPITAL LTD., BOUNTY PRINT LIMITED, BRACE PROPERTIES LIMITED, BRACE PUBLISHING LIMITED, HALIFAX HERALD HOLDINGS LIMITED, AND INTEGRATED PRIVATE DEBT FUND III LP MADE AS OF 17th FEBRUARY, 2015

IN WITNESS WHEREOF the parties hereto have executed this Third Amending Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND III LP,
by its general partner Integrated Private Debt Fund GP Inc.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

THE HALIFAX HERALD LIMITED

Per: [Signature]
Name: Mark Lever
Title: President and CEO

G.W.D. INVESTMENTS LIMITED

Per: [Signature]
Name: Mark Lever
Title: President and CEO

BRACE CAPITAL LTD.

Per: [Signature]
Name: Mark Lever
Title: President and CEO

BOUNTY PRINT LIMITED

Per: [Signature]
Name: Mark Lever
Title: CEO

BRACE PROPERTIES LIMITED

Per: [Signature]
Name: Mark Lever
Title: President and CEO

BRACE PUBLISHING LIMITED

Per: [Signature]
Name: Mark Lever
Title: President and CEO

HALIFAX HERALD HOLDINGS LIMITED

Per: [Signature]
Name: Mark Lever
Title: President and CEO

FOURTH AMENDING AGREEMENT: LOAN AGREEMENT

THIS AGREEMENT is made as of the 5th day of May, 2016

B E T W E E N:

THE HALIFAX HERALD LIMITED

(the “**Borrower**”)

OF THE FIRST PART

A N D:

**G.W.D. INVESTMENTS LIMITED (“GWD”)
BRACE CAPITAL LTD. (“Brace”)
BOUNTY PRINT LIMITED (“Bounty”)
BRACE PROPERTIES LIMITED (“Brace Properties”)
BRACE PUBLISHING LIMITED (“Brace Publishing”)
HALIFAX HERALD HOLDINGS LIMITED (“Holdings Limited”)**

(each individually called a “**Guarantor**”, collectively called the
“**Guarantors**”, and together with the Borrower, the “**Obligors**”)

OF THE SECOND PART

A N D:

**INTEGRATED PRIVATE DEBT FUND III LP, by its sole general partner
INTEGRATED PRIVATE DEBT FUND GP INC.**

(the “**Lender**”)

OF THE THIRD PART

WHEREAS the Obligors and the Lender entered into a loan agreement dated July 19, 2012 (the “**Loan Agreement**”) pursuant to which the Lender made available to the Borrower the credit facilities as described therein;

AND WHEREAS the Obligors and the Lender entered into an Amending Agreement: Loan Agreement dated June 5, 2013 pursuant to which certain financial covenants of the Loan Agreement were amended;

AND WHEREAS the Obligors and the Lender entered into a Second Amending Agreement: Loan Agreement dated December 11, 2013 pursuant to which the Lender consented to a reorganization of the shareholdings of the Borrower;

AND WHEREAS the Obligors and the Lender entered into a Third Amending Agreement: Loan Agreement: Loan Agreement dated February 17, 2015 pursuant to which certain definitions and financial covenants of the Loan Agreement were amended;

AND WHEREAS the Borrower has requested that the Lender amend certain provisions of the Loan Agreement;

AND WHEREAS the Lender and the Obligors have agreed to enter into this Fourth Amending Agreement: Loan Agreement subject to the terms and conditions hereinafter set forth;

NOW THEREFORE WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. All capitalized terms used herein shall have the meaning ascribed to them in the Loan Agreement unless otherwise defined herein.
2. Other than as amended by the terms of this Fourth Amending Agreement the Loan Agreement remains in full force and effect unamended and not novated.
3. The Loan Agreement shall be amended at Section 5.3(a) by deleting Section 5.3(a) in its entirety and replacing it with the following:

“The Borrower hereby covenants and acknowledges that so long as any of the Indebtedness remains outstanding, it will maintain a “Quick Ratio” of (i) during the period beginning on the first day of the Borrower’s 4th fiscal quarter of 2012 and until the end of the Borrower’s 2nd fiscal quarter of 2014, greater than 1.30:1.00; and (ii) during the period beginning on the first day of the Borrower’s 3rd fiscal quarter of 2014 and until the end of the Borrower’s 1st fiscal quarter of 2015, greater than 1.00:1.00; (iii) during the period beginning on the first day of the Borrower’s 2nd fiscal quarter of 2015 and until the end of the Borrower’s 3rd fiscal quarter of 2015, greater than 1.10:1.00; and (iv) during the period beginning on the first day of the Borrower’s 4th fiscal quarter of 2015 and until the end of the Borrower’s 1st fiscal quarter of 2016, greater than 1.30:1.00, (v) during the period beginning on the first day of the Borrower’s 2nd fiscal quarter of 2016 and until the end of the Borrower’s 4th fiscal quarter of 2016, greater than 1.10:1.00 and (vi) during the period beginning on the first day of the Borrower’s 1st fiscal quarter of 2017 and thereafter, greater than 1.30:1.00. The calculation of the Quick Ratio will be cash and liquid investments and accounts receivables of the Borrower divided by all current liabilities of the Borrower (excluding Advances).”
4. The Borrower hereby confirms that the representations and warranties of Article 2 remain true and correct as at the date hereof, except for any representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.
5. This Agreement will be read together with the Loan Agreement, for the purpose of amending the terms thereof, and this Agreement together with the Loan Agreement will constitute, with effect from and after the date hereof, the Loan Agreement.
6. This Agreement shall be construed in accordance with the laws of the Province of Nova Scotia and federal laws applicable therein.

7. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.
8. This Agreement will be binding on the parties to and any respective permitted successors and assigns.

[signature page follows]

SIGNATURE PAGE TO FOURTH AMENDING AGREEMENT TO THE LOAN AGREEMENT BETWEEN THE HALIFAX HERALD LIMITED, G.W.D. INVESTMENTS LIMITED, BRACE CAPITAL LTD., BOUNTY PRINT LIMITED, BRACE PROPERTIES LIMITED, BRACE PUBLISHING LIMITED, HALIFAX HERALD HOLDINGS LIMITED, AND INTEGRATED PRIVATE DEBT FUND III LP MADE AS OF May 5, 2016

IN WITNESS WHEREOF the parties hereto have executed this Fourth Amending Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND III LP,
by its general partner Integrated Private Debt
Fund GP Inc.

Per: [Signature]
Name: Drion
Title: ASO

Per: [Signature]
Name: Dany Zuber
Title: ASO

THE HALIFAX HERALD LIMITED

Per: _____
Name: _____
Title: _____

G.W.D. INVESTMENTS LIMITED

Per: _____
Name: _____
Title: _____

BRACE CAPITAL LTD.

Per: _____
Name: _____
Title: _____

BOUNTY PRINT LIMITED

Per: _____
Name: _____
Title: _____

BRACE PROPERTIES LIMITED

Per: _____
Name: _____
Title: _____

BRACE PUBLISHING LIMITED

Per: _____
Name: _____
Title: _____

HALIFAX HERALD HOLDINGS LIMITED

Per: _____
Name: _____
Title: _____

SIGNATURE PAGE TO FOURTH AMENDING AGREEMENT TO THE LOAN AGREEMENT BETWEEN THE HALIFAX HERALD LIMITED, G.W.D. INVESTMENTS LIMITED, BRACE CAPITAL LTD., BOUNTY PRINT LIMITED, BRACE PROPERTIES LIMITED, BRACE PUBLISHING LIMITED, HALIFAX HERALD HOLDINGS LIMITED, AND INTEGRATED PRIVATE DEBT FUND III LP MADE AS OF MAY 5, 2016

IN WITNESS WHEREOF the parties hereto have executed this Fourth Amending Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND III LP,
by its general partner Integrated Private Debt Fund GP Inc.

Per: _____
Name:
Title:

THE HALIFAX HERALD LIMITED

Per: 
Name: MARK LEVER
Title: President + CEO

Per: _____
Name:
Title:

G.W.D. INVESTMENTS LIMITED

Per: 
Name: MARK LEVER
Title: President + CEO

BRACE CAPITAL LTD.

Per: 
Name: MARK LEVER
Title: President + CEO


BOUNTY PRINT LIMITED

Per: 
Name: MARK LEVER
Title: President + CEO

BRACE PROPERTIES LIMITED

Per: 
Name: MARK LEVER
Title: President + CEO

BRACE PUBLISHING LIMITED

Per: 
Name: MARK LEVER
Title: President + CEO

HALIFAX HERALD HOLDINGS LIMITED

Per: 
Name: MARK LEVER
Title: President + CEO

FIFTH AMENDING AGREEMENT: LOAN AGREEMENT

THIS AGREEMENT is made as of the 12th day of April, 2017

B E T W E E N :

THE HALIFAX HERALD LIMITED

(the "**Borrower**")

OF THE FIRST PART

A N D :

**G.W.D. INVESTMENTS LIMITED ("GWD")
BOUNTY PRINT LIMITED ("Bounty")
BRACE CAPITAL LIMITED ("Brace")
THE MARK LEVER FAMILY TRUST 2017 ("Lever Trust")
SARAH DENNIS ("Dennis")
SARAH A. DENNIS FAMILY TRUST 2009 ("Dennis Trust")
SALTWIRE NETWORK INC. ("Saltwire")
BRACE HOLDINGS LIMITED ("Holdings")**

(each individually called a "**Guarantor**", collectively called the "**Guarantors**",
and together with the Borrower, the "**Obligors**")

OF THE SECOND PART

A N D:

**INTEGRATED PRIVATE DEBT FUND III LP, by its sole general partner
INTEGRATED PRIVATE DEBT FUND GP INC.**

(the "**Lender**")

OF THE THIRD PART

WHEREAS the Obligors and the Lender entered into a loan agreement dated July 19, 2012 (the "**Loan Agreement**") pursuant to which the Lender made available to the Borrower the credit facilities as described therein;

AND WHEREAS the Obligors and the Lender entered into an Amending Agreement: Loan Agreement dated June 5, 2013 (the "**First Amendment**") pursuant to which certain financial covenants of the Loan Agreement were amended;

AND WHEREAS the Obligors and the Lender entered into a Second Amending Agreement: Loan Agreement dated December 11, 2013 (the "**Second Amendment**") pursuant to which the Lender consented to a reorganization of the shareholdings of the Borrower;

AND WHEREAS the Obligors and the Lender entered into a Third Amending Agreement: Loan Agreement: Loan Agreement dated February 17, 2015 (the "**Third**

Amendment") pursuant to which certain definitions and financial covenants of the Loan Agreement were amended;

AND WHEREAS the Obligors and the Lender entered into a Fourth Amending Agreement: Loan Agreement: Loan Agreement dated May 5, 2016 (the "**Fourth Amendment**", and together with the First Amendment, the Second Amendment and the Third Amendment, the "**Prior Amendments**") pursuant to which certain definitions and financial covenants of the Loan Agreement were amended;

AND WHEREAS the Lender and the Obligors have agreed to enter into this Fifth Amending Agreement: Loan Agreement subject to the terms and conditions hereinafter set forth;

NOW THEREFORE WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **DEFINITIONS**

- (a) All capitalized terms used herein shall have the meaning ascribed to them in the Loan Agreement unless otherwise defined herein.

2. **CONSENT**

- (a) the Borrower has requested that the Lender consent to a proposed reorganization of the Obligors under which, (i) Brace Capital Limited, Brace Properties Limited and Brace Publishing Limited will amalgamate, with the successor entity being Brace, (ii) Holdings will change its name from Halifax Herald Holdings Limited to Brace Holdings Limited, and (iii) Holdings will become the sole shareholder of all the issued and outstanding common shares of Brace, Herald and the newly formed Saltwire (the "**Reorganization**");
- (b) the Lender hereby consents to the Reorganization subject to the terms and conditions herein.

3. **AMENDMENTS**

- (a) The parties to the Loan Agreement shall be amended by adding Saltwire, Dennis, Dennis Trust and Lever Trust each as a Guarantor;
- (b) the Loan Agreement shall be amended by deleting Section 1.2(h) in its entirety and substituting therefore the following:

"Change in Control" means any one of the following: (i) any of the Borrower, Herald or Brace ceases to be a wholly-owned subsidiary of Holdings; (ii) Holdings ceases to be owned solely by GWD, Dennis or her lineal descendents, Dennis Trust and Lever Trust; (iii) GWD ceases to be directly or indirectly wholly-owned by Dennis or her lineal descendents; (iv) Bounty ceases to be wholly owned by Brace; or (v) there is a material change in the directors or senior

executive officers of any Obligor, and such persons are not replaced by a person or persons acceptable to the Lender;

- (c) the Loan Agreement shall be amended by deleting Section 2.1(r) in its entirety and substituting therefore the following:

Location of Assets, Places of Business.

The location of all of its tangible and intangible property and assets and places of business is set out in **Schedule "B"**. In all locations listed under "Leased Premises" in **Schedule "B"**, the aggregate value of all tangible assets does not and shall not at any time without the prior written consent of the Lender, exceed \$50,000. Its registered and chief executive offices are set out in **Schedule "B"**.

- (d) the Loan Agreement shall be amended by deleting Schedule "C" (Corporate Chart) in its entirety and replacing it with Schedule A attached hereto as Schedule "C" of the Loan Agreement; and
- (e) the Loan Agreement shall be amended by deleting Schedule "D" (List of Security Agreements) in its entirety and replacing it with Schedule B attached hereto as Schedule "D" of the Loan Agreement.

4. REPRESENTATIONS AND WARRANTIES

- (a) The Borrower hereby confirms that the representations and warranties of Article 2 of the Loan Agreement remain true and correct as at the date hereof, except for any representations and warranties expressly stated to related to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date;
- (b) the Borrower is in compliance with all terms and provisions set out in the Loan Agreement and the other Loan Documents to which it is a party; and
- (c) no Default or Event of Default has occurred and is continuing.

5. CONDITIONS PRECEDENT

- (a) Notwithstanding any provision of this Fifth Amending Agreement to the contrary, this Fifth Amending Agreement shall not become effective until the Lender shall have determined that each of the following conditions precedent shall have been satisfied:
- (i) The Lender shall have received, in form and substance satisfactory to the Lender, each of the following:
- (A) this Fifth Amending Agreement and all schedules to this Fifth Amending Agreement duly executed by the Obligors;

- (B) a general security agreement provided by Saltwire in favour of the Lender;
- (C) an unlimited guarantee provided by Saltwire in favour of the Lender;
- (D) an amended and restated limited recourse guarantee and pledge agreement provided by Holdings (the "**Holdings Guarantee & Pledge**"), together with delivery to the Lender of original share certificates of Saltwire, the Borrower and Brace accompanying stock transfer powers of attorney;
- (E) an amended and restated limited recourse guarantee and pledge agreement provided by Dennis, limited to the pledged shares in the capital of Holdings (the "**Dennis Guarantee & Pledge**") together with delivery to the Lender of original share certificates of Holdings and accompanying stock transfer powers of attorney;
- (F) a limited recourse guarantee and pledge agreement provided by Dennis Trust, limited to the pledged shares in the capital of Holdings (the "**Dennis Trust Guarantee & Pledge**") together with delivery to the Lender of original share certificates of Holdings and accompanying stock transfer powers of attorney;
- (G) a limited recourse guarantee and pledge agreement provided by Lever Trust, limited to the pledged shares in the capital of Holdings (the "**Lever Trust Guarantee & Pledge**") together with delivery to the Lender of original share certificates of Holdings and accompanying stock transfer powers of attorney;
- (H) a confirmation of guarantee and security post amalgamation provided by Brace Capital;
- (I) a certificate of status respecting each Obligor;
- (J) a copy of the authorizing resolutions of the board of directors of each Obligor authorizing the execution, delivery, and performance of this Fifth Amending Agreement and any related documents, certified by a duly authorized officer of the applicable entity as of the date of this Fifth Amending Agreement;
- (K) a certificate of an authorized officer from each of the Obligors in the same form as the previous certificates delivered to the Lender;
- (L) an opinion of counsel to the Obligors in form and substance acceptable to the Lender and its counsel as to:
 - (I) the existence and capacity of the Obligors;

- (II) the due authorization, execution, and delivery of the Amendment Documents;
 - (III) the enforceability of this Fifth Amending Agreement, the GWD Amendment, and the Holdings Guarantee and Pledge;
 - (IV) the non-contravention of the constating documents of each Obligor and applicable law with respect to the entering into of Amendment Documents to which they are a party;
- (b) no Default or Event of Default has occurred and is continuing and no Material Adverse Effect has occurred; and
 - (c) all fees and expenses (including reasonable fees and expenses of counsel) required to be paid in connection with this Second Amending Agreement have been paid.

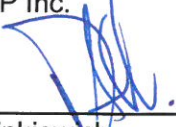
6. MISCELLANEOUS

- (a) Other than as amended by the terms of this Fifth Amending Agreement the Loan Agreement remains in full force and effect unamended and not novated;
- (b) the conditions stated in section 5 of this Fifth Amending Agreement are inserted for the sole benefit of the Lender and may be waived by the Lender in writing, in whole or in part, with or without terms or conditions;
- (c) this Fifth Amending Agreement will be read together with the Loan Agreement and the Prior Amendments, for the purpose of amending the terms thereof, and this Fifth Amendment together with the Loan Agreement and the Prior Amendments will constitute, with effect from and after the date hereof, the Loan Agreement;
- (d) this Fifth Amending Agreement shall be construed in accordance with the laws of the Province of Nova Scotia and federal laws applicable therein;
- (e) this Fifth Amending Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement; and
- (f) this Fifth Amending Agreement will be binding on the parties to and any respective permitted successors and assigns.


[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND III LP,
by its General Partner Integrated Private Debt
Fund GP Inc.

Per: 


Doug Zinkewich
ASO

Per: 

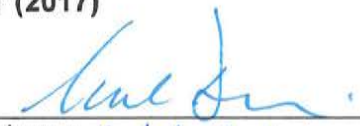
Brian Ko
ASO

SIGNED:


SALTWIRE NETWORK INC.

Per: 
Name: Sarah A. Dennis
Title: Secretary


THE MARK LEVER FAMILY TRUST (2017)

Per: 
Name: Sarah A. Dennis
Title: Trustee

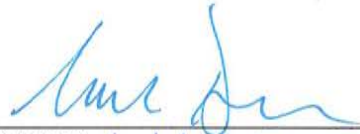
G.W.D. INVESTMENTS LIMITED

Per: 
Name: Sarah A. Dennis
Title: President


SARAH A. DENNIS FAMILY TRUST (2009)

Per: 
Name: Sarah A. Dennis
Title: Trustee

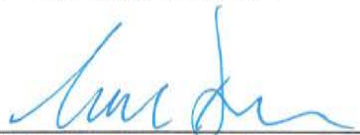
BOUNTY PRINT LIMITED

Per: 
Name: Sarah A. Dennis
Title: Secretary


THE HALIFAX HERALD LIMITED

Per: 
Name: Sarah A. Dennis
Title: Chairman & Publisher

BRACE CAPITAL LIMITED

Per: 
Name: Sarah A. Dennis
Title: President

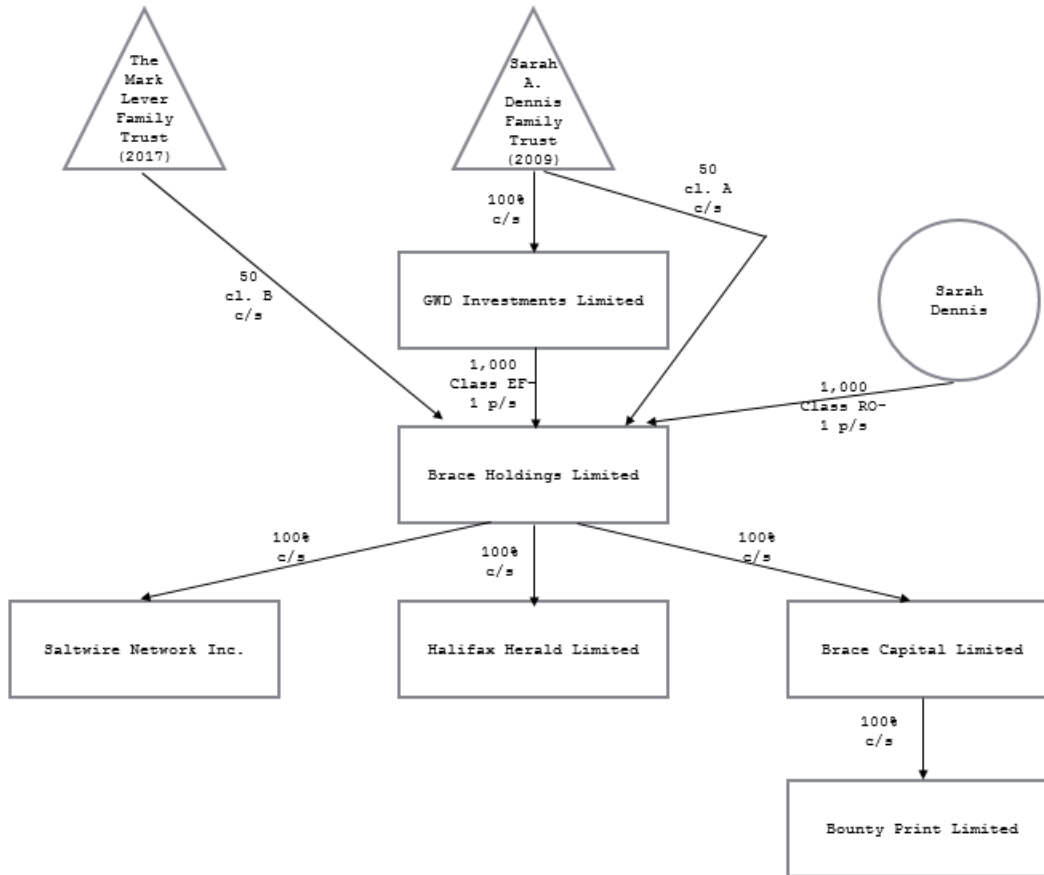
BRACE HOLDINGS LIMITED

Per: 
Name: Sarah A. Dennis
Title: Chair & Publisher


SARAH A. DENNIS

SCHEDULE A

Corporate Chart



SCHEDULE B**Borrower**

1. Borrower issued General Security Agreement;
2. Borrower issued Trademark Security Agreement;
3. Collateral Mortgage over the following owned real property of Borrower

Province	Civic Address	Parcel Identification Number
Nova Scotia	2 Second Street, Yarmouth Yarmouth County	90207978 90288234 90288242 90288259
	6 Louise Street, Truro Colchester County	20183158
	255 George Street, Sydney Cape Breton County	15395890
	164 Water Street, Shelburne Shelburne County	80145824
	352 East River Road, New Glasgow Pictou County	00935221 65217002 65217010 65217028
	Prince Edward Island	165 Prince Street Charlottetown
Newfoundland & Labrador	106 West Street, Corner Brook	n/a
	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a
	10-12 North Street, St. Anthony	n/a

Guarantors

4. Unlimited Guarantee issued by each of Herald, Brace and Bounty;
5. General Security Agreement issued by each of Herald, Brace and Bounty;

6. Trademark Security Agreements issued by each of Herald, Brace and Bounty;
7. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by GWD (limited to pledged shares of Holdings);
8. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Holdings (limited to pledged shares of the Borrower, Herald and Brace);
9. Pledge Agreement of shares of Bounty granted by Brace;
10. First Mortgage issued by Herald on owned real properties, including property located at 311 Bluewater Road, Halifax, Nova Scotia;
11. Second Mortgage on owned real property of Brace, including property located at 88 College Street, Antigonish, Nova Scotia;
12. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis (limited to pledged shares of Holdings);
13. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis Trust (limited to pledged shares of Holdings and GWD); and
14. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Lever Trust (limited to pledged shares of Holdings).

JOINDER AND SIXTH AMENDING AGREEMENT: LOAN AGREEMENT

THIS AGREEMENT is made as of the 1st of January, 2018

B E T W E E N :

THE HALIFAX HERALD LIMITED

(the "**Borrower**")

OF THE FIRST PART

A N D :

**G.W.D. INVESTMENTS LIMITED ("GWD")
BOUNTY PRINT LIMITED ("Bounty")
BRACE CAPITAL LIMITED ("Brace")
THE MARK LEVER FAMILY TRUST 2017 ("Lever Trust")
SARAH DENNIS ("Dennis")
SARAH A. DENNIS FAMILY TRUST 2009 ("Dennis Trust")
SALTWIRE NETWORK INC. ("Saltwire")
BRACE HOLDINGS LIMITED ("Holdings")
HEADLINE PROMOTIONAL PRODUCTS LIMITED ("Headline")**

(each individually called a "**Guarantor**", collectively called the "**Guarantors**",
and together with the Borrower, the "**Obligors**")

OF THE SECOND PART

A N D:

**INTEGRATED PRIVATE DEBT FUND III LP, by its sole general partner
INTEGRATED PRIVATE DEBT FUND GP INC.**

(the "**Lender**")

OF THE THIRD PART

WHEREAS certain of the Obligors and the Lender entered into a loan agreement dated July 19, 2012 (the "**Loan Agreement**") pursuant to which the Lender made available to the Borrower the credit facilities as described therein;

AND WHEREAS certain of the Obligors and the Lender entered into an Amending Agreement: Loan Agreement dated June 5, 2013 (the "**First Amendment**") pursuant to which certain financial covenants of the Loan Agreement were amended;

AND WHEREAS certain of the Obligors and the Lender entered into a Second Amending Agreement: Loan Agreement dated December 11, 2013 (the "**Second Amendment**") pursuant to which the Lender consented to a reorganization of the shareholdings of the Borrower;

AND WHEREAS certain of the Obligors and the Lender entered into a Third Amending Agreement: Loan Agreement: Loan Agreement dated February 17, 2015 (the "**Third Amendment**") pursuant to which certain definitions and financial covenants of the Loan Agreement were amended;

AND WHEREAS certain of the Obligors and the Lender entered into a Fourth Amending Agreement: Loan Agreement: Loan Agreement dated May 5, 2016 (the "**Fourth Amendment**") pursuant to which certain definitions and financial covenants of the Loan Agreement were amended;

AND WHEREAS certain of the Obligors and the Lender entered into a Fifth Amending Agreement: Loan Agreement: Loan Agreement dated April 12, 2017 (the "**Fifth Amendment**", and together with the First Amendment, the Second Amendment, Third Amendment and the Fourth Amendment, the "**Prior Amendments**") pursuant to which certain definitions and financial covenants of the Loan Agreement were amended;

AND WHEREAS the Lender and the Obligors have agreed to enter into this Joinder and Sixth Amending Agreement: Loan Agreement subject to the terms and conditions hereinafter set forth;

NOW THEREFORE WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **DEFINITIONS**

- (a) All capitalized terms used herein shall have the meaning ascribed to them in the Loan Agreement, unless otherwise defined herein.

2. **CONSENT**

- (a) the Borrower has requested that the Lender consent to a proposed reorganization of the Obligors under which, (i) certain shareholdings of the Obligors in the other Obligors shall be amended and transferred, and (ii) Holdings and Brace Capital will become the sole shareholders of all the issued and outstanding common shares of the newly formed Headline (the "**Reorganization**");
- (b) the Lender hereby consents to the Reorganization pursuant to the Herald Group of Companies Business Transfers memo dated November 30, 2017 prepared by Collins Barrow Nova Scotia and provided to counsel to the Lender subject to the terms and conditions herein.

3. **AMENDMENTS**

- (a) The parties to the Loan Agreement shall be amended by adding Headline as a Guarantor;

- (b) the Loan Agreement shall be amended by deleting Section 1.2(h) in its entirety and substituting therefore the following:

"Change in Control" means any one of the following: (i) any of the Borrower, Saltwire or Brace ceases to be a wholly-owned subsidiary of Holdings; (ii) Holdings ceases to be owned solely by GWD, Dennis or her lineal descendants, Dennis Trust and Lever Trust; (iii) GWD ceases to be directly or indirectly wholly-owned by Dennis or her lineal descendants; (iv) Bounty ceases to be wholly owned by Brace, (v) Headline ceases to be wholly owned by Brace and Holdings; or (vi) there is a material change in the directors or senior executive officers of any Obligor, and such persons are not replaced by a person or persons acceptable to the Lender;

- (c) the Loan Agreement shall be amended by deleting Schedule "C" (Corporate Chart) in its entirety and replacing it with Schedule A attached hereto as Schedule "C" of the Loan Agreement; and
- (d) the Loan Agreement shall be amended by deleting Schedule "D" (List of Security Agreements) in its entirety and replacing it with Schedule B attached hereto as Schedule "D" of the Loan Agreement.

4. REPRESENTATIONS AND WARRANTIES

- (a) The Borrower hereby confirms that the representations and warranties of Article 2 of the Loan Agreement remain true and correct as at the date hereof, except for any representations and warranties expressly stated to related to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date;
- (b) the Borrower is in compliance with all terms and provisions set out in the Loan Agreement and the other Loan Documents to which it is a party; and
- (c) no Default or Event of Default has occurred and is continuing.

5. CONDITIONS PRECEDENT

- (a) Notwithstanding any provision of this Sixth Amending Agreement to the contrary, this Sixth Amending Agreement shall not become effective until the Lender shall have determined that each of the following conditions precedent shall have been satisfied:
- (i) The Lender shall have received, in form and substance satisfactory to the Lender, each of the following:
- (A) this Joinder and Sixth Amending Agreement and all schedules to this Joinder and Sixth Amending Agreement duly executed by the Obligors;

- (B) a general security agreement provided by Headline in favour of the Lender (the "**Headline GSA**");
- (C) an unlimited guarantee provided by Headline in favour of the Lender (the "**Headline Guarantee**");
- (D) a trademark security agreement provided by Headline in favour of the Lender (the "**Headline Trademark Agreement**")
- (E) an amended and restated limited recourse guarantee and pledge agreement provided by Holdings (the "**Holdings Guarantee & Pledge**"), together with delivery to the Lender of original share certificates of Headline accompanying stock transfer powers of attorney;
- (F) a joinder agreement to the intercreditor agreement dated April 12, 2017 between the Lender, Integrated Private Debt Fund V LP by its sole general partner Integrated Private Debt Fund GP Inc. and the Obligors, duly executed by the Obligors (the "**Intercreditor**" and together with the Joinder and Sixth Amending Agreement, Headline GSA, Headline Guarantee, Headline Trademark Agreement and Holdings Guarantee and Pledge the "**Amendment Documents**");
- (G) a certificate of status respecting each Obligor;
- (H) a copy of the authorizing resolutions of the board of directors of each of Headline and Holdings authorizing the execution, delivery, and performance of this Joinder and Sixth Amending Agreement and any related documents, certified by a duly authorized officer of the applicable entity as of the date of this Joinder and Sixth Amending Agreement;
- (I) a certificate of an authorized officer from each of Headline and Holdings in the same form as the previous certificates delivered to the Lender;
- (J) an opinion of counsel to the Obligors in form and substance acceptable to the Lender and its counsel as to:
 - (I) the existence and capacity of the Obligors;
 - (II) the due authorization, execution, delivery and enforceability of the Amendment Documents;
 - (III) the non-contravention of the constating documents of each Obligor and applicable law with respect to the entering into of Amendment Documents to which they are a party;

- (b) no Default or Event of Default has occurred and is continuing and no Material Adverse Effect has occurred; and
- (c) all fees and expenses (including reasonable fees and expenses of counsel) required to be paid in connection with this Joinder and Sixth Amending Agreement have been paid.


6. MISCELLANEOUS

- (a) Other than as amended by the terms of this Joinder and Sixth Amending Agreement the Loan Agreement remains in full force and effect unamended and not novated;
- (b) the conditions stated in section 5 of this Joinder and Sixth Amending Agreement are inserted for the sole benefit of the Lender and may be waived by the Lender in writing, in whole or in part, with or without terms or conditions;
- (c) this Joinder and Sixth Amending Agreement will be read together with the Loan Agreement and the Prior Amendments, for the purpose of amending the terms thereof, and this Joinder and Sixth Amendment together with the Loan Agreement and the Prior Amendments will constitute, with effect from and after the date hereof, the Loan Agreement;
- (d) this Joinder and Sixth Amending Agreement shall be construed in accordance with the laws of the Province of Nova Scotia and federal laws applicable therein;
- (e) this Joinder and Sixth Amending Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement; and
- (f) this Joinder and Sixth Amending Agreement will be binding on the parties to and any respective permitted successors and assigns.

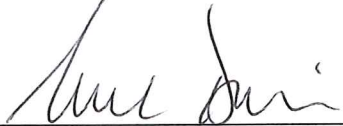
[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written

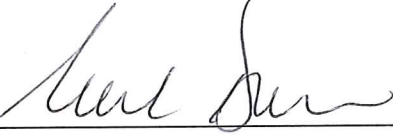
SALTWIRE NETWORK INC.

Per: 
Name:
Title:

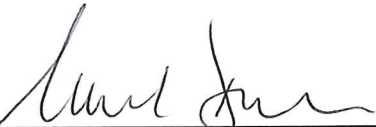
G.W.D. INVESTMENTS LIMITED

Per: 
Name:
Title:


BRACE CAPITAL LIMITED

Per: 
Name:
Title:


BOUNTY PRINT LIMITED

Per: 
Name:
Title:


BRACE HOLDINGS LIMITED

Per: 
Name:
Title:


THE HALIFAX HERALD LIMITED

Per: 
Name:
Title:

HEADLINE PROMOTIONAL PRODUCTS LIMITED


Per: 
Name:
Title:


SARAH A. DENNIS FAMILY TRUST (2009)

Per: 
Name:
Title:

THE MARK LEVER FAMILY TRUST (2017)

Per: 
Name:
Title:

WITNESS: 
Name:


SARAH A. DENNIS

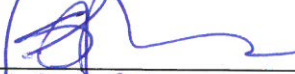
IN WITNESS WHEREOF the parties have executed this Agreement as of the date above first written

**INTEGRATED PRIVATE DEBT FUND III LP, by
its General Partner, INTEGRATED PRIVATE
DEBT FUND GP INC.**

Per:  _____

Name: *David G*

Title: *Asst*

Per:  _____

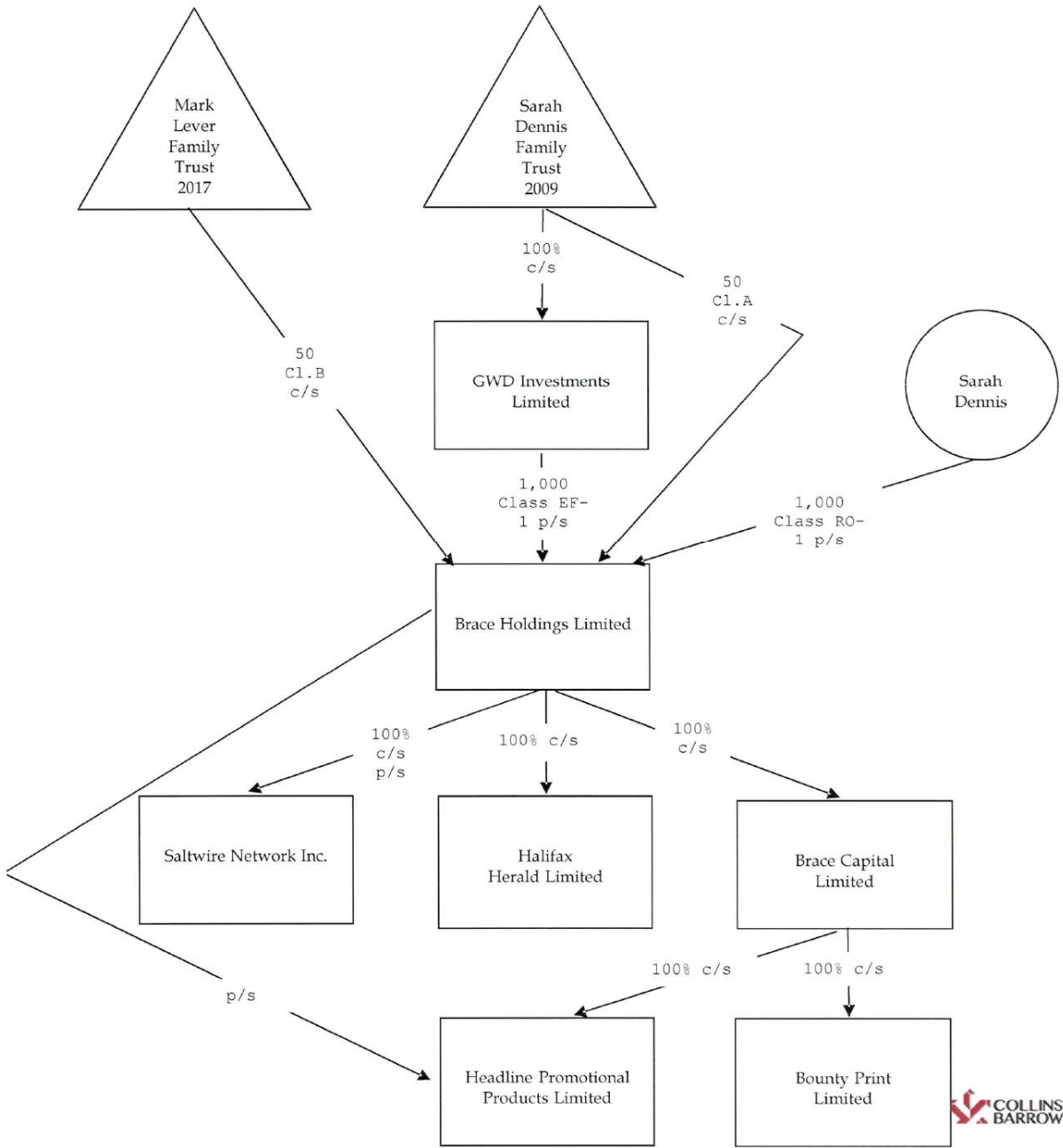
Name: *P.S. Robinson*

Title: *Asst*

SCHEDULE A

**SCHEDULE "C"
CORPORATE CHART**

SCHEDULE A
CORPORATE STRUCTURE



SCHEDULE B
SCHEDULE "D"
LIST OF SECURITY AGREEMENTS

Borrower

1. Borrower issued General Security Agreement;
2. Borrower issued Trademark Security Agreement;
3. Collateral Mortgage over the following owned real property of the Borrower:

Province	Civic Address	Parcel Identification Number
Nova Scotia	2 Second Street, Yarmouth Yarmouth County	90207978 90288234 90288242 90288259
	6 Louise Street, Truro Colchester County	20183158
	255 George Street, Sydney Cape Breton County	15395890
	164 Water Street, Shelburne Shelburne County	80145824
	352 East River Road, New Glasgow Pictou County	00935221 65217002 65217010 65217028
	Prince Edward Island	165 Prince Street Charlottetown
Newfoundland & Labrador	106 West Street, Corner Brook	n/a
	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a
	10-12 North Street, St. Anthony	n/a

Guarantors

4. Unlimited Guarantee issued by each of Saltwire, Brace, Headline and Bounty;
5. General Security Agreement issued by each of Saltwire, Brace, Headline and Bounty;
6. Trademark Security Agreements issued by each of Saltwire, Brace, Headline and Bounty;
7. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by GWD (limited to pledged shares of Holdings);
8. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Holdings (limited to pledged shares of the Borrower, Saltwire, Headline and Brace);
9. Pledge Agreement of shares of Bounty and Headline granted by Brace;
10. First Mortgage issued by the Borrower on owned real properties, including property located at 311 Bluewater Road, Halifax, Nova Scotia;
11. Second Mortgage on owned real property of Brace, including property located at 88 College Street, Antigonish, Nova Scotia;
12. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis (limited to pledged shares of Holdings);
13. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis Trust (limited to pledged shares of Holdings); and
14. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Lever Trust (limited to pledged shares of Holdings).

SEVENTH AMENDING AGREEMENT: LOAN AGREEMENT

THIS AGREEMENT is made as of the 14 of May, 2018

B E T W E E N :

THE HALIFAX HERALD LIMITED

(the "**Borrower**")

OF THE FIRST PART

A N D :

**G.W.D. INVESTMENTS LIMITED ("GWD")
BOUNTY PRINT LIMITED ("Bounty")
BRACE CAPITAL LIMITED ("Brace")
THE MARK LEVER FAMILY TRUST 2017 ("Lever Trust")
SARAH DENNIS ("Dennis")
SARAH A. DENNIS FAMILY TRUST 2009 ("Dennis Trust")
SALTWIRE NETWORK INC. ("Saltwire")
BRACE HOLDINGS LIMITED ("Holdings")
HEADLINE PROMOTIONAL PRODUCTS LIMITED ("Headline")**

(each individually called a "**Guarantor**", collectively called the "**Guarantors**", and together with the Borrower, the "**Obligors**")

OF THE SECOND PART

A N D:

**INTEGRATED PRIVATE DEBT FUND III LP, by its sole general partner
INTEGRATED PRIVATE DEBT FUND GP INC.**

(the "**Lender**")

OF THE THIRD PART

WHEREAS certain of the Obligors and the Lender entered into a loan agreement dated July 19, 2012 (the "**Loan Agreement**") pursuant to which the Lender made available to the Borrower the credit facilities as described therein;

AND WHEREAS certain of the Obligors and the Lender entered into an Amending Agreement: Loan Agreement dated June 5, 2013 (the "**First Amendment**") pursuant to which certain financial covenants of the Loan Agreement were amended;

AND WHEREAS certain of the Obligors and the Lender entered into a Second Amending Agreement: Loan Agreement dated December 11, 2013 (the "**Second Amendment**") pursuant to which the Lender consented to a reorganization of the shareholdings of the Borrower;

AND WHEREAS certain of the Obligors and the Lender entered into a Third Amending Agreement: Loan Agreement dated February 17, 2015 (the "**Third Amendment**") pursuant to which certain definitions and financial covenants of the Loan Agreement were amended;

AND WHEREAS certain of the Obligors and the Lender entered into a Fourth Amending Agreement: Loan Agreement dated May 5, 2016 (the "**Fourth Amendment**") pursuant to which certain definitions and financial covenants of the Loan Agreement were amended;

AND WHEREAS certain of the Obligors and the Lender entered into a Fifth Amending Agreement: Loan Agreement dated April 12, 2017 (the "**Fifth Amendment**") pursuant to which certain definitions and financial covenants of the Loan Agreement were amended;

AND WHEREAS certain of the Obligors and the Lender entered into a Sixth Amending Agreement: Loan Agreement dated January 1, 2018 (the "**Sixth Amendment**", and together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment, the "**Prior Amendments**") pursuant to which certain definitions and financial covenants of the Loan Agreement were amended;

AND WHEREAS the Lender and the Obligors have agreed to enter into this Seventh Amending Agreement: Loan Agreement subject to the terms and conditions hereinafter set forth;

NOW THEREFORE WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **DEFINITIONS**

- (a) All capitalized terms used herein shall have the meaning ascribed to them in the Loan Agreement, unless otherwise defined herein.

2. **FORBEARANCE**

- (a) The Loan Agreement contains certain covenants (the "**Covenants**") that the Borrower is required to be in compliance with so long as any indebtedness remains outstanding. Saltwire has been in breach of certain financial covenants contained in the loan agreement dated April 12, 2017 between Saltwire, as borrower, and Integrated Private Debt Fund V LP, as lender, and the other Obligors as guarantors, as amended, which has cause a cross default of the Covenants. The Lender hereby agrees that notwithstanding anything to the contrary contained in the Loan Documents, the Lender shall refrain from enforcing its rights and remedies under the Loan Documents in relation to the breach of such Covenants as of the date hereof, from the date of this Seventh Amending Agreement until such date that the Lender confirms to the Borrower that such forbearance shall no longer be in effect. For clarity, the Lender

reserves the right to, at any time and from time to time, enforce its rights and remedies provided for under any of the Loan Documents, at law or in equity.

3. AMENDMENTS

- (a) The Loan Agreement shall be amended by adding the following provision to Section 3.7:
- “(c) Provided that no Default or Event of Default is then continuing, during the period from the date of this Seventh Amending Agreement until December 31, 2018, in addition to the interest due and owing pursuant to Sections 3.7(a) and (b) herein, the principal amount outstanding hereunder, as to the Loan, shall bear interest at a rate of 0.5% per annum paid-in-kind (the “**PIK Interest**”), and PIK Interest shall accrue and be added to the Loan as additional principal obligations hereunder on the fifteenth (15th) day of each and every month following the date of this Seventh Amending Agreement, and shall automatically and thereafter constitute a part of the outstanding principal amount of the Loan for all purposes hereof (including the accrual of interest thereon at the rate applicable to the Loan generally.)”
- (b) Notwithstanding the Borrower’s obligations set out in Section 5.1(e)(ii) of the Loan Agreement, from the date of this Seventh Amending Agreement the Borrower shall, within fifteen (15) calendar days after the end of each month, provide the Lender with unaudited financial statements of Brace Holdings Limited (on a fully combined basis), prepared in accordance with generally accepted accounting principles applied on a consistent basis, until such time as the Lender, in its sole discretion, confirms in writing that the Borrower is relieved of such monthly reporting requirements.
- (c) The Loan Agreement shall be amended by deleting the last paragraph of Section 5.2(i) in its entirety and substituting therefore the following:
- “For certainty, the Borrower shall not be permitted to issue any additional Debt that is not explicitly enumerated in this Section without the prior written consent of the Lender, to be provided in the Lender’s reasonable discretion.”
- (d) The Loan Agreement shall be amended such that each of the financial covenants set out in Section 5.3 shall be measured on a fully combined basis with Brace Holdings Limited.
- (e) The Loan Agreement shall be amended by deleting Schedule "H" (Repayment Schedule) in its entirety and replacing it with Schedule A attached hereto as Schedule "H" of the Loan Agreement.

4. REPRESENTATIONS AND WARRANTIES

- (a) The Borrower hereby confirms that the representations and warranties of Article 2 of the Loan Agreement remain true and correct as at the date hereof, except for any representations and warranties expressly stated to related to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.
- (b) the Borrower is in compliance with all terms and provisions set out in the Loan Agreement and the other Loan Documents to which it is a party; and
- (c) no Default or Event of Default has occurred and is continuing that has not been disclosed to the Lender and waived hereunder.

5. CONDITIONS PRECEDENT

- (a) Notwithstanding any provision of this Seventh Amending Agreement to the contrary, this Seventh Amending Agreement shall not become effective until the Lender shall have determined that each of the following conditions precedent shall have been satisfied:
 - (i) no Default or Event of Default has occurred and is continuing that has not been disclosed to the Lender and waived hereunder and no Material Adverse Effect has occurred; and
 - (ii) all fees and expenses (including reasonable fees and expenses of counsel) required to be paid in connection with this Seventh Amending Agreement have been paid.

6. MISCELLANEOUS

- (a) Other than as amended by the terms of this Seventh Amending Agreement the Loan Agreement remains in full force and effect unamended and not novated;
- (b) the conditions stated in section 5 of this Seventh Amending Agreement are inserted for the sole benefit of the Lender and may be waived by the Lender in writing, in whole or in part, with or without terms or conditions;
- (c) this Seventh Amending Agreement will be read together with the Loan Agreement and the Prior Amendments, for the purpose of amending the terms thereof, and this Seventh Amendment together with the Loan Agreement and the Prior Amendments will constitute, with effect from and after the date hereof, the Loan Agreement;
- (d) this Seventh Amending Agreement shall be construed in accordance with the laws of the Province of Nova Scotia and federal laws applicable therein;


- (e) this Seventh Amending Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement; and
- (f) this Seventh Amending Agreement will be binding on the parties to and any respective permitted successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND III LP,
by its General Partner Integrated Private Debt
Fund GP Inc.

THE HALIFAX HERALD LIMITED

Per: 
Brian Ko
ASO

Per: _____
Name:
Title:

Per: _____
Name:
ASO

G.W.D. INVESTMENTS LIMITED

BRACE CAPITAL LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

BOUNTY PRINT LIMITED

BRACE HOLDINGS LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SALTWIRE NETWORK INC.

**HEADLINE PROMOTIONAL PRODUCTS
LIMITED**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SARAH A. DENNIS FAMILY TRUST (2009)

THE MARK LEVER FAMILY TRUST (2017)

Per: _____
Name:
Title: Trustee

Per: _____
Name:
Title: Trustee

WITNESS: _____
Name:


SARAH A. DENNIS

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND III LP,
by its General Partner Integrated Private Debt
Fund GP Inc.

THE HALIFAX HERALD LIMITED

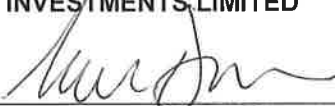
Per: _____
Name: _____
ASO


Per: 
Name: MARK LEVER
Title:

Per: _____
Brian Ko
ASO

G.W.D. INVESTMENTS LIMITED

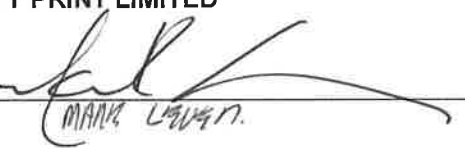
BRACE CAPITAL LIMITED


Per: 
Name: SARAH DENNIS
Title:

Per: 
Name: MARK LEVER
Title:

BOUNTY PRINT LIMITED

BRACE HOLDINGS LIMITED

Per: 
Name: MARK LEVER
Title:

Per: 
Name: MARK LEVER
Title:

SALTWIRE NETWORK INC.

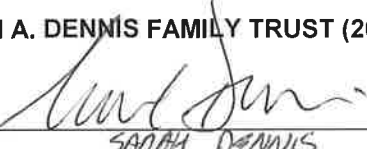
HEADLINE PROMOTIONAL PRODUCTS LIMITED


Per: 
Name: MARK LEVER
Title:

Per: 
Name: MARK LEVER
Title:

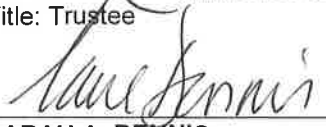
SARAH A. DENNIS FAMILY TRUST (2009)

THE MARK LEVER FAMILY TRUST (2017)

Per: 
Name: SARAH DENNIS
Title: Trustee

Per: 
Name: MARK LEVER
Title: Trustee

WITNESS: 
Name: Owen BANNHILL


Name: SARAH A. DENNIS

SCHEDULE A

**SCHEDULE "H"
REPAYMENT SCHEDULE**

Halifax Herald Limited

Account Number: IPD31213

Principal Amount: \$18,000,000.00
Interest Rate: 6.000%
Blended Payment \$236,545.74
PIK 0.500%

Valuation Date: 17-Jul-12
of Payments: 120
Amortization: 96

Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding
0	19-Jul-12	0.00	0.00	-	18,000,000.00
1	15-Aug-12	79,890.41	79,890.41	-	18,000,000.00 x
2	15-Sep-12	90,000.00	90,000.00	-	18,000,000.00
3	15-Oct-12	90,000.00	90,000.00	-	18,000,000.00
4	15-Nov-12	90,000.00	90,000.00	-	18,000,000.00
5	15-Dec-12	90,000.00	90,000.00	-	18,000,000.00
6	15-Jan-13	90,000.00	90,000.00	-	18,000,000.00
7	15-Feb-13	90,000.00	90,000.00	-	18,000,000.00
8	15-Mar-13	90,000.00	90,000.00	-	18,000,000.00
9	15-Apr-13	90,000.00	90,000.00	-	18,000,000.00
10	15-May-13	90,000.00	90,000.00	-	18,000,000.00
11	15-Jun-13	90,000.00	90,000.00	-	18,000,000.00
12	15-Jul-13	90,000.00	90,000.00	-	18,000,000.00
13	15-Aug-13	90,000.00	90,000.00	-	18,000,000.00
14	15-Sep-13	90,000.00	90,000.00	-	18,000,000.00
15	15-Oct-13	90,000.00	90,000.00	-	18,000,000.00
16	15-Nov-13	90,000.00	90,000.00	-	18,000,000.00
17	15-Dec-13	90,000.00	90,000.00	-	18,000,000.00
18	15-Jan-14	90,000.00	90,000.00	-	18,000,000.00
19	15-Feb-14	90,000.00	90,000.00	-	18,000,000.00
20	15-Mar-14	90,000.00	90,000.00	-	18,000,000.00
21	15-Apr-14	90,000.00	90,000.00	-	18,000,000.00
22	15-May-14	90,000.00	90,000.00	-	18,000,000.00
23	15-Jun-14	90,000.00	90,000.00	-	18,000,000.00
24	15-Jul-14	90,000.00	90,000.00	-	18,000,000.00
25	15-Aug-14	236,545.74	90,000.00	146,545.74	17,853,454.26
26	15-Sep-14	236,545.74	89,267.27	147,278.47	17,706,175.79
27	15-Oct-14	236,545.74	88,530.88	148,014.86	17,558,160.93
28	15-Nov-14	236,545.74	87,790.80	148,754.94	17,409,405.99
29	15-Dec-14	236,545.74	87,047.03	149,498.71	17,259,907.28
30	15-Jan-15	236,545.74	86,299.54	150,246.20	17,109,661.08
31	15-Feb-15	236,545.74	85,548.31	150,997.43	16,958,663.65
32	15-Mar-15	236,545.74	84,793.32	151,752.42	16,806,911.23
33	15-Apr-15	236,545.74	84,034.56	152,511.18	16,654,400.05
34	15-May-15	236,545.74	83,272.00	153,273.74	16,501,126.31
35	15-Jun-15	236,545.74	82,505.63	154,040.11	16,347,086.20
36	15-Jul-15	236,545.74	81,735.43	154,810.31	16,192,275.89
37	15-Aug-15	236,545.74	80,961.38	155,584.36	16,036,691.53
38	15-Sep-15	236,545.74	80,183.46	156,362.28	15,880,329.25
39	15-Oct-15	236,545.74	79,401.65	157,144.09	15,723,185.16
40	15-Nov-15	236,545.74	78,615.93	157,929.81	15,565,255.35
41	15-Dec-15	236,545.74	77,826.28	158,719.46	15,406,535.89
42	15-Jan-16	236,545.74	77,032.68	159,513.06	15,247,022.83

Halifax Herald Limited

Account Number: IPD31213

Principal Amount:	\$18,000,000.00	Valuation Date:	17-Jul-12
Interest Rate:	6.000%	# of Payments:	120
Blended Payment	\$236,545.74	Amortization:	96
PIK	0.500%		

Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding
43	15-Feb-16	236,545.74	76,235.11	160,310.63	15,086,712.20
44	15-Mar-16	236,545.74	75,433.56	161,112.18	14,925,600.02
45	15-Apr-16	236,545.74	74,628.00	161,917.74	14,763,682.28
46	15-May-16	236,545.74	73,818.41	162,727.33	14,600,954.95
47	15-Jun-16	236,545.74	73,004.77	163,540.97	14,437,413.98
48	15-Jul-16	236,545.74	72,187.07	164,358.67	14,273,055.31
49	15-Aug-16	236,545.74	71,365.28	165,180.46	14,107,874.85
50	15-Sep-16	236,545.74	70,539.37	166,006.37	13,941,868.48
51	15-Oct-16	236,545.74	69,709.34	166,836.40	13,775,032.08
52	15-Nov-16	236,545.74	68,875.16	167,670.58	13,607,361.50
53	15-Dec-16	236,545.74	68,036.81	168,508.93	13,438,852.57
54	15-Jan-17	236,545.74	67,194.26	169,351.48	13,269,501.09
55	15-Feb-17	236,545.74	66,347.51	170,198.23	13,099,302.86
56	15-Mar-17	236,545.74	65,496.51	171,049.23	12,928,253.63
57	15-Apr-17	236,545.74	64,641.27	171,904.47	12,756,349.16
58	15-May-17	236,545.74	63,781.75	172,763.99	12,583,585.17
59	15-Jun-17	236,545.74	62,917.93	173,627.81	12,409,957.36
60	15-Jul-17	236,545.74	62,049.79	174,495.95	12,235,461.41
61	15-Aug-17	236,545.74	61,177.31	175,368.43	12,060,092.98
62	15-Sep-17	236,545.74	60,300.46	176,245.28	11,883,847.70
63	15-Oct-17	236,545.74	59,419.24	177,126.50	11,706,721.20
64	15-Nov-17	236,545.74	58,533.61	178,012.13	11,528,709.07
65	15-Dec-17	236,545.74	57,643.55	178,902.19	11,349,806.88
66	15-Jan-18	236,545.74	56,749.03	179,796.71	11,170,010.17
67	15-Feb-18	236,545.74	55,850.05	180,695.69	10,989,314.48
68	15-Mar-18	236,545.74	54,946.57	181,599.17	10,807,715.31
69	15-Apr-18	236,545.74	54,038.58	182,507.16	10,625,208.15
70	15-May-18	53,126.04	53,126.04	-4,427.17	10,629,635.32 x
71	15-Jun-18	53,148.18	53,148.18	-4,429.01	10,634,064.33
72	15-Jul-18	53,170.32	53,170.32	-4,430.86	10,638,495.19
73	15-Aug-18	53,192.48	53,192.48	-4,432.71	10,642,927.90
74	15-Sep-18	53,214.64	53,214.64	-4,434.55	10,647,362.45
75	15-Oct-18	53,236.81	53,236.81	-4,436.40	10,651,798.85
76	15-Nov-18	53,258.99	53,258.99	-4,438.25	10,656,237.10
77	15-Dec-18	53,281.19	53,281.19	-4,440.10	10,660,677.20
78	15-Jan-19	236,545.74	53,303.39	183,242.35	10,477,434.85
79	15-Feb-19	236,545.74	52,387.17	184,158.57	10,293,276.28
80	15-Mar-19	236,545.74	51,466.38	185,079.36	10,108,196.92
81	15-Apr-19	236,545.74	50,540.98	186,004.76	9,922,192.16
82	15-May-19	236,545.74	49,610.96	186,934.78	9,735,257.38
83	15-Jun-19	236,545.74	48,676.29	187,869.45	9,547,387.93
84	15-Jul-19	236,545.74	47,736.94	188,808.80	9,358,579.13
85	15-Aug-19	236,545.74	46,792.90	189,752.84	9,168,826.29

Halifax Herald Limited

Account Number: IPD31213

Principal Amount: \$18,000,000.00
Interest Rate: 6.000%
Blended Payment \$236,545.74
PIK 0.500%

Valuation Date: 17-Jul-12
of Payments: 120
Amortization: 96

Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding
86	15-Sep-19	236,545.74	45,844.13	190,701.61	8,978,124.68
87	15-Oct-19	236,545.74	44,890.62	191,655.12	8,786,469.56
88	15-Nov-19	236,545.74	43,932.35	192,613.39	8,593,856.17
89	15-Dec-19	236,545.74	42,969.28	193,576.46	8,400,279.71
90	15-Jan-20	236,545.74	42,001.40	194,544.34	8,205,735.37
91	15-Feb-20	236,545.74	41,028.68	195,517.06	8,010,218.31
92	15-Mar-20	236,545.74	40,051.09	196,494.65	7,813,723.66
93	15-Apr-20	236,545.74	39,068.62	197,477.12	7,616,246.54
94	15-May-20	236,545.74	38,081.23	198,464.51	7,417,782.03
95	15-Jun-20	236,545.74	37,088.91	199,456.83	7,218,325.20
96	15-Jul-20	236,545.74	36,091.63	200,454.11	7,017,871.09
97	15-Aug-20	236,545.74	35,089.36	201,456.38	6,816,414.71
98	15-Sep-20	236,545.74	34,082.07	202,463.67	6,613,951.04
99	15-Oct-20	236,545.74	33,069.76	203,475.98	6,410,475.06
100	15-Nov-20	236,545.74	32,052.38	204,493.36	6,205,981.70
101	15-Dec-20	236,545.74	31,029.91	205,515.83	6,000,465.87
102	15-Jan-21	236,545.74	30,002.33	206,543.41	5,793,922.46
103	15-Feb-21	236,545.74	28,969.61	207,576.13	5,586,346.33
104	15-Mar-21	236,545.74	27,931.73	208,614.01	5,377,732.32
105	15-Apr-21	236,545.74	26,888.66	209,657.08	5,168,075.24
106	15-May-21	236,545.74	25,840.38	210,705.36	4,957,369.88
107	15-Jun-21	236,545.74	24,786.85	211,758.89	4,745,610.99
108	15-Jul-21	236,545.74	23,728.05	212,817.69	4,532,793.30
109	15-Aug-21	236,545.74	22,663.97	213,881.77	4,318,911.53
110	15-Sep-21	236,545.74	21,594.56	214,951.18	4,103,960.35
111	15-Oct-21	236,545.74	20,519.80	216,025.94	3,887,934.41
112	15-Nov-21	236,545.74	19,439.67	217,106.07	3,670,828.34
113	15-Dec-21	236,545.74	18,354.14	218,191.60	3,452,636.74
114	15-Jan-22	236,545.74	17,263.18	219,282.56	3,233,354.18
115	15-Feb-22	236,545.74	16,166.77	220,378.97	3,012,975.21
116	15-Mar-22	236,545.74	15,064.88	221,480.86	2,791,494.35
117	15-Apr-22	236,545.74	13,957.47	222,588.27	2,568,906.08
118	15-May-22	236,545.74	12,844.53	223,701.21	2,345,204.87
119	15-Jun-22	236,545.74	11,726.02	224,819.72	2,120,385.15
120	19-Jul-22	2,132,236.07	11,850.92	2,120,385.15	0.00

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "Q.2" referred to in
the affidavit of Russell French, sworn to
before me on March 8, 2024.



Signature



LOAN AGREEMENT

THIS AGREEMENT made as of the 12th day of April, 2017.

B E T W E E N :

SALTWIRE NETWORK INC.

(the "**Borrower**")

OF THE FIRST PART

A N D :

**G.W.D. INVESTMENTS LIMITED ("GWD")
BOUNTY PRINT LIMITED ("Bounty")
BRACE CAPITAL LIMITED ("Brace")
THE MARK LEVER FAMILY TRUST 2017 ("Lever Trust")
SARAH DENNIS ("Dennis")
SARAH A. DENNIS FAMILY TRUST 2009 ("Dennis Trust")
THE HALIFAX HERALD LIMITED ("Herald")
BRACE HOLDINGS LIMITED ("Holdings")**

(each individually called a "**Guarantor**" and collectively called the "**Guarantors**")

OF THE SECOND PART

A N D:

**INTEGRATED PRIVATE DEBT FUND V LP, by its sole general partner
INTEGRATED PRIVATE DEBT FUND GP INC.**

(the "**Lender**")

OF THE THIRD PART

WHEREAS the Lender has agreed to establish term loan credit facilities for the Borrower, and the Borrower has agreed to avail itself of such term loan credit facilities, on the terms and conditions as set out in this Agreement;

AND WHEREAS the Guarantors, each an affiliate of the Borrower, have agreed to guarantee the obligations of the Borrower to the Lender in relation to such term loan facility, on the terms and conditions specified in this Agreement, and in the guarantees provided in connection therewith;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1.00 - MISCELLANEOUS

1.1 **Formal Date**

For the purpose of convenience this Agreement may be referred to as bearing the formal date of the 12th day of April, 2017, irrespective of the actual date of execution thereof.

1.2 **Definitions**

For the purposes of this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings and words defined elsewhere in this Agreement shall have the meaning ascribed to them therein:

- (a) **"Accelerated Amounts"** means the premium set forth in section 3.10;
- (b) **"Advances"** means collectively all those advances of monies made by the Lender to the Borrower under this Agreement and **"Advance"** means any one of such Advances;
- (c) **"affiliate"** shall have the meaning attributed to that term in the *Canada Business Corporations Act* and **"affiliated"** shall have like meaning;
- (d) **"Applicable Canada Bond"** means with respect to a prepayment of an Advance the non-callable Government of Canada bond denominated in Cdn. currency determined by the Lender as having a remaining term to maturity closest to the remaining term to maturity of the Advance in respect of which the prepayment is to be made;
- (e) **"Applicable Canada Bond Yield"** means with respect to the prepayment of an Advance, the arithmetic average (rounded to the nearest 1/100th of 1%) of the respective percentages reasonably determined by the Lender, calculated in accordance with the generally accepted financial practices, assuming semi-annual compounding, to be the yield to maturity, expressed as an annual rate of interest, on the Applicable Canada Bond on the 3rd Business Day preceding the date of such prepayment;
- (f) **"Asset Purchase Agreement"** means the asset purchase agreement dated the date hereof between the Borrower and the Vendor attached hereto as **Schedule "I"**;
- (g) **"associate"** shall have the meaning attributed to that term in the *Securities Act* (Nova Scotia) and **"associated"** shall have like meaning;
- (h) **"Business Day"** means a day other than Saturday, Sunday or a statutory holiday in the Provinces of Nova Scotia or Ontario, or any other day upon which the Lender is not open for the transaction of business throughout normal business hours, at its principal office, in the City of Toronto;
- (i) **"Change in Control"** means any one of the following: (i) any of the Borrower, Herald or Brace ceases to be a wholly-owned subsidiary of Holdings; (ii) Holdings

ceases to be owned solely by GWD, Dennis or her lineal descendents, Dennis Trust and Lever Trust; (iii) GWD ceases to be directly or indirectly wholly-owned by Dennis or her lineal descendents; (iv) Bounty ceases to be wholly owned by Brace; or (v) there is a material change in the directors or senior executive officers of any Obligor, and such persons are not replaced by a person or persons acceptable to the Lender;

- (j) **"Closing"** means the date of first Advance after satisfaction of all conditions precedent, delivery of this Agreement and the Security;
- (k) **"Closing Costs"** means all costs and expenses of the Borrower, Guarantors and the Lender, including but not limited to professional fees and disbursements, incurred in relation to the closing of the transactions contemplated by this Agreement;
- (l) **"Control"** and **"Controlled"** shall have the same meaning as defined in the *Canada Business Corporations Act*, and **"Controlling"** shall have a comparable meaning;
- (m) **"Corporate Distribution"** means:
 - (i) the purchase, redemption or retirement, by the Borrower or any Guarantor of any interest in its capital;
 - (ii) the payment by the Borrower or any Guarantor of any management fee, consulting fee, dividend, bonus or any other payment or distribution to unitholders, shareholders, directors, officers or other related persons other than regular and customary payments of compensation for employment services in the ordinary course of business, all in accordance with usual past practice; and
 - (iii) any payment by the Borrower or any Guarantor on account of: (1) any principal or interest on any loans or advances owing at any time to shareholders, directors, officers or other related person; and (2) any subordinated loans, except for payments permitted by agreement with the Lender;
- (n) **"Debt"** means (i) all indebtedness of such person for borrowed money, including borrowings by way of bankers' acceptances or letters of credit and contingent reimbursement obligations including letters of guarantee and the maximum amount of all such Debt which is directly or indirectly guaranteed by such person (contingently or otherwise) (eliminating from such calculation where it is duplicative of another person's debt, any guarantee by such person of another person's obligations); (ii) preferred shares classified as debt according to GAAP; (iii) obligations issued or assumed in connection with the acquisition of property in respect of the deferred purchase price of such property; (iv) capital lease obligations and obligations secured by Purchase Money Mortgages; and (v) contingent liabilities in respect of borrowed money and excluding, in any event (a) trade accounts payable, current taxes payable, dividends payable and accrued interest payable, (b) future taxes, (c) asset retirement obligations, and (d) derivative (negative value) financial instruments;

- (o) **"Default"** means an event which, with the giving of notice or the passage of time or the making of any determination or any combination thereof for herein could become an Event of Default;
- (p) **"EBITDA"** means earnings before interest, taxes, depreciation and amortization. For the purposes of this Agreement, EBITDA does not include such non-cash items as the non-cash portion of current pension expenses, stock based compensation, loss/gain on disposal of assets and/or any one time/non-recurring items. For greater certainty, EBITDA does not include solvency payments required to be made by the Borrower pursuant to the Pension Act (Nova Scotia);
- (q) **"Environmental Laws"** means all applicable laws, by-laws, regulations relating in full or in part to the protection of the natural environment, including the storage, use, generation, handling, manufacturing, processing, treatment, release and disposal of "hazardous substances", "contaminants" and "industrial waste" as defined in all applicable environmental protection legislation and specifically means and includes all applicable federal, state, provincial or local laws, statutes, rules, regulations, ordinances and codes, together with all administrative orders, directed duties, licenses, authorizations and permits of, and agreements with, any Governmental Authorities, in each case relating to environmental, health, safety and land use matters; including, without limitation, all applicable Canadian, federal, provincial, municipal, or local laws, statutes or by-laws or ordinances relating to the environment, occupational safety, health, product liability, and transportation, including, without limitation, the following: the Environment Act R.S.N.S 1994-95, c. 1, s. 1, the Canadian Environmental Protection Act, S.C. 1988, c. 22, and any other applicable laws, in each case as amended from time to time;
- (r) **"Event of Default"** means any of the events described in Section 6.1;
- (s) **"First Lien Lender"** means Integrated Private Debt Fund III LP;
- (t) **"First Lien Loan Agreement"** means the loan agreement dated July 19, 2012 (as amended) among, the Borrower, the Guarantors and the First Lien Lender;
- (u) **"generally accepted accounting principles" ("GAAP")** means the accounting principles recommended by the Canadian Institute of Chartered Accountants as provided in the "CICA Handbook", as the same may be amended, replaced or restated from time to time, being as to the Borrower and Guarantors, the elected accounting standards for private enterprises;
- (v) **"Government of Canada Bond Yield"** means as the Applicable Canada Bond Yield is defined at the stated time of determination.
- (w) **"Governmental Authority"** means (i) any government or political subdivision thereof national, provincial, county, municipal or regional having jurisdiction in the relevant circumstances; (ii) any agency or instrumentality of any such government, political subdivision or other government entity (including any central bank or comparable agency); (iii) any court, arbitral tribunal or arbitrator; and (iv) any non-government regulating body, to the extent that the rules, regulations or orders of such body have the force of law;

- (x) "**Guarantor**" means each of those persons executing this Agreement in that capacity;
- (y) "**Indebtedness**" means and includes all principal, interest, interest on overdue interest and premium, costs and expenses payable by the Borrower pursuant to the provisions of this Agreement and the Security, from time to time outstanding, and all other monies for the time being and from time to time owing by the Borrower to the Lender;
- (z) "**Intercreditor Agreement**" means the intercreditor agreement dated the date hereof between the Lender and the First Lien Lender attached hereto as **Schedule "K"**;
- (aa) "**Interest Rate Differential**" means the premium equal to the difference between (i) the present value of the interest and principal payments of the Loan that would have been made had the prepayment not been made, discounted at the Applicable Canada Bond Yield, (on a compounded monthly equivalent basis, as determined by the Lender), for the term from the date of prepayment to the date of original maturity; and (ii) the face value of the principal amount being prepaid at the date of prepayment;
- (bb) "**Lien**" means any mortgage, pledge, security interest, encumbrance, transfer or other restriction, lien or charge of any kind or any other priority arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement or any lease in the nature thereof), or any other arrangement pursuant to which title to the Property is retained by or vested in some other person for security purposes;
- (cc) "**Loan**" means the loan in the principal amount advanced under Section 3.1 hereof pursuant to this Agreement and any additions or accruals thereto;
- (dd) "**Loan Documents**" means this Agreement and the Security;
- (ee) "**Maintenance CAPEX**" means all capital expenditures for the maintenance of assets of the Borrower necessary for the ongoing operations of the Borrower's business excluding major capital upgrades to the presses;
- (ff) "**Material Adverse Effect**" means a material adverse effect on: (a) the business, operations, or property or financial or other condition of a person which would negatively affect the ability of that person to perform and discharge its obligations under this Agreement or any of the Security in a material way, (b) the collateral covered by the Security, the Lender's liens on such collateral or the priority of such liens, or (c) the Lender's ability to enforce its rights or remedies under this Agreement or any of the Security, in each case as determined by the Lender, acting reasonably;
- (gg) "**Material Contracts**" means, with respect to any person, all contracts, the breach or default of which would result in a Material Adverse Effect and, when used in relation to any person, the term "**Material Contracts**" shall mean and refer to Material Contracts to which such person is a party or by which it is bound or may

hereafter become a party or be bound and "**Material Contract**" means any one thereof;

(hh) "**Material Licences**" means, collectively, any licence, permit or approval issued by any Governmental Authority to any person, and which is at any time on or after the date of this Agreement, necessary or material to the business and operations of such person, the breach or default of which would result in a Material Adverse Effect;

(ii) "**Maturity Date**" means April 12, 2025;

(jj) "**Mortgaged Property**" means and includes all the undertaking, property and assets of the Borrower and the Guarantors which is subject to the Security;

(kk) "**Obligors**" means, collectively, the Borrower and the Guarantors;

(ll) "**Operating Line Debt**" means the operating line revolving facility of no more than Four Million Dollars (\$4,000,000) that may be provided to the Borrower or Herald by the Borrower or Herald's bankers upon terms and conditions reasonably satisfactory to the Lender;

(mm) "**Permitted Encumbrances**" means any one or more of the following:

- (i) Liens for taxes, assessments, governmental charges or levies not at the time due and delinquent, or the validity of which is being contested by the Borrower in good faith and by proper legal proceedings which effectively postpone enforcement of any such lien;
- (ii) The lien of any judgment rendered or claim filed against the Borrower which the Borrower shall be contesting in good faith by proper legal proceedings, and provided such proceedings effectively postpone enforcement of any such lien;
- (iii) The reservations, limitations, provisos and conditions, if any, expressed in any original grants from the Crown, registered or recorded easements, or statutory exceptions to title, which do not, in the opinion of counsel for the Lender, impair the use or materially affect the marketability of the property;
- (iv) Liens or rights of distress reserved in, or exercisable under, any lease (other than capital leases) for rent, or for compliance with the terms of such lease;
- (v) Inchoate or statutory liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of construction, maintenance, repair or operation of assets of the Borrower provided that such liens are related to obligations not due or delinquent are not registered against title to any assets of the Borrower and in respect of which adequate holdbacks are being maintained as required by applicable law or such liens are being contested in good faith by appropriate proceedings and in respect of which there has been set aside

a reserve (segregated to the extent required by GAAP) in an adequate amount and provided further that such liens do not, in the Lender's reasonable opinion materially reduce the value of the assets of the Borrower or materially interfere with the use of such assets in the operation of the business of the Borrower;

- (vi) Easements, rights-of-way, servitudes, restrictions and similar rights in real property comprised in the assets of the Borrower or interests therein granted or reserved to other persons, provided that such rights do not, in the Lender's reasonable opinion, reduce the value of the assets of the Borrower or materially interfere with the use of such assets in the operation of the business of the Borrower;
- (vii) Title defects or irregularities which are of a minor nature and which, in the Lender's reasonable opinion, do not reduce the value of the assets of the Borrower or materially interfere with their use in the operation of the business of the Borrower;
- (viii) Liens securing appeal bonds and other similar liens arising in connection with court proceedings (including, without limitation, surety bonds, security for costs of litigation where required by law and letters of credit) or any other instruments serving a similar purpose;
- (ix) Liens given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operation of the business or the ownership of the assets of the Borrower, provided that such Liens do not, in the Lender's reasonable opinion, reduce the value of the assets of the Borrower or materially interfere with their use in the operation of the business of the Borrower;
- (x) Servicing agreements, development agreements, site plan agreements, and other agreements with Governmental Authorities pertaining to the use or development of any of the assets of the Borrower, provided same are complied with and do not, in the Lender's reasonable opinion, reduce the value of the assets of the Borrower or materially interfere with their use in the operation of the business of the Borrower including, without limitation, any obligations to deliver letters of credit and other security as required;
- (xi) Applicable municipal and other governmental restrictions, including municipal by-laws and regulations, affecting the use of land or the nature of any structures which may be erected thereon, provided such restrictions have been complied with and do not, in the Lender's opinion, reduce the value of the assets of the Borrower or materially interfere with their use in the operation of the business of the Borrower;
- (xii) The right reserved to or vested in any Governmental Authority by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of the Borrower, to terminate any such lease, licence, franchise,

grant or permit, or to require annual or other payments as a condition to the continuance thereof;

- (xiii) Liens in favour of the Lender created by the Security;
 - (xiv) Liens granted to third party lenders in connection with permitted additional Debt pursuant to Section 5.2(i) herein including, without limitation, the First Lien Lender;
 - (xv) Purchase Money Mortgages; and
 - (xvi) Security interests listed in **Schedule "A"** hereto;
- (nn) **"Permitted Indebtedness"** means that indebtedness listed as such in **Schedule "A"** (including any renewal or replacement thereof);
- (oo) **"person"** includes an individual, a partnership, a joint venture, a trust, an unincorporated organization or any other association, a corporation and a government or any department or agency thereof;
- (pp) **"Property"** means all types of real, personal or mixed property and all types of tangible or intangible property, including for greater certainty the Real Property;
- (qq) **"Purchase Money Mortgages"** means any security interest charging property acquired, which is granted or assumed or which arises by operation of law in favour of the transferor concurrently with and for the purpose of the acquisition of such property, in each case where (i) the principal amount secured by the security interest is not in excess of the purchase price (after any post-closing adjustment) of the property acquired, and (ii) such security interest extends only to the property acquired and its proceeds, including capital leases;
- (rr) **"Real Property"** means the lands described in **Schedule "B"** attached hereto;
- (ss) **"Security"** means the guarantees, the general security agreements, the mortgages, the guarantee/pledge agreements, the pledge agreements, the trademark security agreements, the assignments and any other instrument or agreement which purports to secure the Indebtedness issued by the Borrower or the Guarantors to the Lender and provided in accordance with the terms of this Agreement and as listed in **Schedule "D"**;
- (tt) **"Senior Long Term Debt"** means the cumulative amount of debt from (i) the Loan advanced to the Borrower pursuant to this Agreement, (ii) the funds advanced to the Borrower pursuant to the First Lien Loan Agreement, (iii) the funds advanced to the Borrower pursuant to the VTB, and (iv) any Operating Line Debt;
- (uu) **"Subsidiary"** of a person means (a) any corporation of which the person and/or any one of its affiliates (as defined in the *Canada Business Corporations Act*) holds, directly or indirectly, other than by way of security only, securities to which are attached more than 50% of the votes that may be cast to elect directors of such corporation, (b) any corporation of which the person and/or any one of its affiliates has, through operation of law or otherwise, the ability to elect or cause

the election of a majority of the directors of such corporation, (c) any partnership, limited liability company, unlimited liability company or joint venture in which such person and/or one or more of its affiliates has, directly or indirectly, more than 50% of the votes that may be cast to elect the governing body of such entity or otherwise Control its activity, and (d) any partnership, limited liability company, unlimited liability company or joint venture in which such person and/or one or more of its affiliates has, through operation of law or otherwise, the ability to elect or cause the election of a majority of the members of the governing body of such entity or otherwise Control its activity;

(vv) "**TC Media Assets**" means the assets acquired by the Borrower pursuant to the Asset Purchase Agreement.

(ww) "**this Agreement**", "**hereto**", "**herein**", "**hereof**", "**hereby**", "**hereunder**" and similar expressions refer to this Loan Agreement and not to any particular section or other portion hereof, and include any and every instrument supplemental or ancillary hereto, or in implement hereof, and the expressions "**article**" or "**section**" followed by a number mean and refer to the specified article or section of this Agreement;

(xx) "**Vendor**" means Transcontinental Nova Scotia Media Group Inc.; and

(yy) "**VTB**" means the vendor take back mortgage in the amount of Ten Million Dollars (\$10,000,000) issued by the Borrower in favour of the Vendor pursuant to the Asset Purchase Agreement dated the date hereof between the Borrower and the Vendor attached hereto as **Schedule "J"**.

1.3 **Plurality and Gender, etc.**

Words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender.

1.4 **Headings**

The Article and section headings are not to be considered part of this Agreement, are inserted for convenience of reference only, are not intended to be full or accurate descriptions of the content thereof, and shall not affect the construction or interpretation of this Agreement.

1.5 **Law Applicable**

This Agreement shall be construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein and shall be treated in all respects as a Nova Scotia contract.

1.6 Currency

All dollar amounts referred to in this Agreement, and all payments to be made hereunder, are in Canadian Dollars. All dollar amounts referred to in this Agreement are expressed in Canadian Dollars.

1.7 Entire Agreement

This Agreement, including the schedules hereto, the Security, and any agreement collateral hereto or thereto constitutes the entire agreement between the parties, and may not be amended or modified in any respect except by written instrument signed by the parties hereto, and all other agreements, undertakings, representations and writings, oral or written, are entirely replaced thereby and are no longer effective.

1.8 Successor Legislation

Any statute referred to herein or in the Security shall be deemed to include that statute as amended, restated and/or replaced from time to time, and any successor legislation to the same general intent and effect.

1.9 Assignment

This Agreement shall enure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement may be assigned by the Lender prior to Default with the prior written consent of the Borrower and after Default without consent, in which event the Borrower and the Guarantor shall attorn in all respects to such assignment and the assignee thereof. Neither the Borrower nor any Guarantor may assign this Agreement without the consent of the Lender.

1.10 Business Day

If under the provisions of this Agreement any amount is to be paid or any act or thing is to be done or step is to be taken on a day other than a Business Day, then such amount shall be paid or such act, thing or step shall be done or taken on the next Business Day.

1.11 Severability

In the event that any one or more provisions contained in this Agreement, the Security, or any other agreement required hereunder to be delivered to the Lender, shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions hereof or of the security shall not be affected or impaired thereby. The Parties shall engage in good faith discussions to replace any provision that is deemed to be invalid, illegal or unenforceable with a valid, legal and enforceable provision, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

1.12 **Application of GAAP**

All financial statements herein shall, unless otherwise provided, be interpreted in accordance with generally accepted accounting principles, consistently applied, on a consolidated basis, pursuant to the elected accounting standards for private enterprises.

All financial terms employed and calculations provided for herein shall, unless otherwise specifically provided, be interpreted and applied in accordance with generally accepted accounting principles applied on a consistent basis, and applicable on both a consolidated, or combined, if appropriate, and unconsolidated basis, pursuant to the elected accounting standards for private enterprises.

1.13 **Execution**

This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same Agreement.

1.14 **Schedules**

The following schedules are incorporated herein and form part of this Agreement.

Schedule "A"	-	Permitted Encumbrances and Permitted Indebtedness
Schedule "B"	-	Location of Assets and Chief Executive Offices
Schedule "C"	-	Corporate Chart
Schedule "D"	-	List of Security Agreements
Schedule "E"	-	Contingent Liabilities
Schedule "F"	-	Pension and Benefit Plans
Schedule "G"	-	Material Licenses
Schedule "H"	-	Loan Repayment Schedule
Schedule "I"	-	Asset Purchase Agreement
Schedule "J"	-	VTB
Schedule "K"	-	Intercreditor Agreement
Schedule "L"	-	Description of Labour Issues
Schedule "M"	-	Material Contracts

1.15 **Conflict**

In the event of any conflict or inconsistency between any term, condition or provision of this Agreement and those of the Security, or of any other agreement to be delivered to the Lender hereunder, other than the Intercreditor Agreement, then the term, condition or provision of this Agreement shall govern.

1.16 **Intercreditor Agreement**

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Lender pursuant to this Agreement and any Security in any collateral and the exercise of any right or remedy by the Lender with respect to any collateral hereunder or pursuant to any Security are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

ARTICLE 2.00 - REPRESENTATIONS AND WARRANTIES

2.1 **Representations and Warranties**

The Borrower, and each Guarantor jointly and severally represents and warrants to the Lender, and acknowledges that the Lender is relying on such representations and warranties in entering into this Agreement and in making Advances hereunder, as follows:

(a) **Status**

If a corporation, it has been duly incorporated or created and organized and is a validly existing corporation, under the laws of its governing jurisdiction, and has full capacity and power to carry on its business as presently conducted and to own or lease property and holds all necessary material licences, permits and consents to carry on such business in all jurisdictions in which it does so, all of which, in the case of the Borrower, is outlined in **Schedule "B"** hereto;

If a trust, it is a duly formed trust and its trustees have the authority and power to own and lease its property and to carry on its business as presently conducted.

(b) **Power and Authority**

It has the power to enter into, execute, deliver and perform this Agreement and the Security to which it is a party and, in the case of the Borrower, is duly authorized to borrow the monies herein contemplated;

(c) **Non-Violation of Other Instruments and Authorization**

(i) The borrowing of money by the Borrower, the entering into and performance of this Agreement, the Security and any other agreement collateral hereto or thereto by the Borrower and each Guarantor, and the issuance of the Security to which it is a party to be given hereunder does not conflict, and will not conflict with, and does not result, and will not result with the passage of time or otherwise, in a breach or violation of, or constitute a default under, its articles of incorporation or its by-laws, or

any of the covenants or the provisions contained in any agreement to which it is a party, or by which it or its assets are subject; and

- (ii) All necessary steps and proceedings have been taken, and all consents have been obtained to authorize the entering into, delivery and performance of this Agreement and to create and authorize the issuance, delivery and performance of the Security;

(d) **Valid Security**

This Agreement and the Security create in favour of the Lender, as applicable, valid and binding and perfected obligations of it, to the extent it is a party thereto on all of its respective right, title and interest in and to all of the collateral which is the subject matter of the Security enforceable against it in accordance with their respective terms subject to applicable bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and to equitable remedies that may be granted only in the discretion of a court of competent jurisdiction;

(e) **Title to Assets and Property**

It has good and marketable title to the Property owned by it, free and clear of encumbrances or security interests except for Permitted Encumbrances and no person has any agreement or right to acquire such Property out of the ordinary course of business;

(f) **No Default**

Other than as to matters waived in writing by the Lender, it is not in default in the performance or observance of any of the obligations, covenants or conditions contained in any Material Contract, the First Lien Loan Agreement or other instrument to which it is a party or by which it is bound;

(g) **Financial Condition**

Since the date of the audited financial statements of the Borrower and the unaudited financial statements of the Guarantors, dated as at September 30, 2016, there has occurred no Material Adverse Effect affecting the Borrower or Guarantors' business or financial condition;

(h) **Financial Information**

All balance sheets, earnings statements and other financial data of the Borrower and Guarantors which have been delivered to the Lender are true and correct in all material respects as of the respective dates thereof, have been prepared in accordance with generally accepted accounting principles consistently applied, and do fairly present the financial position and condition of the Borrower and Guarantors as of the respective dates thereof, and all other information, certificates, schedules, reports and other papers and data which have been furnished by the Borrower to the Agent or the Lender, as applicable, are complete, accurate and correct in all material respects at the time the same were

furnished subject, in the case of interim statements, to usual year end adjustments;

(i) **No Actions**

There are no actions, suits, judicial or arbitral proceedings pending or to its knowledge threatened against it in any court or before any other authority which could reasonably be expected to result in any Material Adverse Effect;

(j) **Judgments and Executions**

As at the date hereof, there are no judgments or executions filed or pending against it;

(k) **Insolvency Proceedings**

It has not made any assignment for the benefit of creditors, nor has any receiving order been made against it under the provisions of the *Bankruptcy and Insolvency Act*, nor has any petition for such an order been served upon it, nor are there any proceedings in effect or threatened under the provisions of the *Winding-Up and Restructuring Act (Canada)* or the *Companies' Creditors Arrangement Act (Canada)*, nor has any receiver, receiver and manager, monitor, custodian or official with similar powers been appointed by court order or privately respecting it or any of its assets or property; nor has it committed an act of bankruptcy; taken advantage of any act for bankrupt or insolvent debtors; filed a notice of intention to make a proposal or a proposal under the *Bankruptcy and Insolvency Act (Canada)*; proposed a compromise or arrangement of its creditors generally, made any assignment for the benefit of creditors, taken any proceedings with respect to a compromise or arrangement, nor to have a receiver appointed over any part of its assets or property;

(l) **Leases**

It is in good standing under all leases to which it is a party, and no right currently exists in any lessor or lessee thereunder to terminate any such lease, and each such lease is its valid and binding obligation;

(m) **Taxation Procedures**

Other than as accepted in writing by the Lender, it has duly and timely filed all tax returns required to be filed by it, and it has paid all taxes which are due and payable, and has paid all assessments and reassessments, and all other taxes, penalties, interest and fines claimed against it which are due or payable by it on or before the date due and payable other than those: (i) in respect of which liability based on such returns is being contested in good faith and by appropriate proceedings where adequate reserves have been established in accordance with GAAP; and (ii) the effect of such proceedings is to stay any lien, charge or seizure of property. Adequate provision and installment payments have been made for taxes and governmental royalties payable for the current period for which returns are not yet required to be filed. Except as disclosed in writing to the Lender, as at the date hereof there are no agreements, waivers or other

arrangements providing for an extension of time with respect to the filing of any tax return, or payment of any taxes, or deficiency;

(n) **Employee Payments**

It has withheld from each payment to any of its officers, directors and employees the amount of all taxes, including but not limited to, income tax and other deductions required to be withheld therefrom, and has paid the same to the proper tax or other receiving officers within the time required under any applicable tax legislation. Except as waived in writing by the Lender, it is not subject to any claim by its employees arising from salary or benefits which have not been paid when due, all such salary and benefits being paid to date, except where such claims would not have a Material Adverse Effect on it;

(o) **Ownership or Licence**

It owns or licenses all licences, permits, authorities, patents, industrial designs, trade-marks, trade secrets, know-how, environmental technology, biotechnology, confidential information, trade-names, goodwill, copyrights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively, the "**Intellectual Property**"), necessary for the conduct of its business and all such licenses are in good standings;

(p) **Subsidiaries**

The corporate chart appended hereto as **Schedule "C"** is true and correct on the date hereof.

(q) **Contingent Liabilities and Debt.**

The Borrower has disclosed to the Lender all contingent liabilities as at the date hereof, and as at the date hereof it has not incurred any Debt which is not disclosed on or reflected in the financial statements provided to the Lender, other than Debt or contingent liabilities incurred by it or credit extended to it in the ordinary course of business after the date of such financial statements.

(r) **Location of Assets, Places of Business.**

The location of all of its tangible and intangible property and assets and places of business is set out in **Schedule "B"**. In all locations listed under "Leased Premises" in **Schedule "B"**, the aggregate value of all tangible assets does not and shall not at any time without the prior written consent of the Lender, exceed \$50,000. Its registered and chief executive offices are set out in **Schedule "B"**.

(s) **No Default or Event of Default**

Except as waived in writing by the Lender, there exists no Default or Event of Default.

(t) **Compliance**

It is in compliance with its constating documents and is in compliance in all material respects with all applicable laws, including health, safety and employment standards, transportation, customs, labour codes and Environmental Laws.

(u) **Canadian Pension and Benefit Plans**

All of its material obligations (including fiduciary, funding, investment and administration obligations) required to be performed in connection with its pension plans and the funding agreements therefor have been performed in a timely fashion. There have been no improper withdrawals or applications of the assets of its pension plans or its benefit plans. There is no proceeding, action, suit or claim (other than routine claims for benefits) pending or threatened involving its pension plans or its benefit plans, and no facts exist which could reasonably be expected to give rise to that type of proceeding, action, suit or claim which would have a Material Adverse Effect on its business or financial status. Save and except for as set out in **Schedule "F"**, any pension plan is fully funded both on an ongoing basis and on a winding-up basis (using actuarial methods and assumptions which are consistent with the valuations last filed with the applicable Governmental Authorities and which are consistent with GAAP). The Borrower and Guarantors do not have any pension or benefit plans other than Canadian pension plans and Canadian benefit plans, as listed in **Schedule "F"**.

(v) **Labour Matters**

Except as described and acknowledged in Schedule "L", there are no strikes or other labour disputes against it that are pending or, to its knowledge, threatened, other than employee instituted decertification processes. All payment except those which would not have a Material Adverse Effect on its business or financial status due from it on account of employee insurance and vacation pay have been paid or accrued as a liability on its books. It is in material compliance with the terms and conditions of any collective agreements, consulting agreements, management agreements and employment agreements.

(w) **Material Contracts**

The Material Contracts of the Borrower and Guarantors as of Closing are set out in **Schedule "M"**.

(x) **General Environmental Representations**

As of the date hereof:

- (i) except as acknowledged in writing by the Lender, it is not aware of any environmental problem or potential problem which would have a Material Adverse Effect on it or any of its assets;
- (ii) there is no action or other proceeding which has been commenced against it or any of its assets with respect to any breach of Environmental Laws;
- (iii) it has not used any of its Real Property, to manufacture, store or otherwise deal with any contaminants, pollutants, dangerous or toxic substances, liquid wastes or other hazardous substances except in material compliance with all applicable Environmental Laws, and it has complied with all federal, provincial and municipal orders, regulations and by-laws relating to environmental matters; and
- (iv) There have been no "release" of "contaminants", as those terms are defined in the Environment Act R.S.N.S. 1994-95, c. 1, s. 1, for which it is responsible either as the "owner of the pollutant", or "person having control of a pollutant" as those terms are defined in the Environment Act R.S.N.S. 1994-95, c. 1, s. 1.

2.2 The Borrower and each Guarantor specifically jointly and severally represents and warrants to the Lender, and acknowledges that the Lender is relying on such representations and warranties in entering into this Agreement and in making Advances hereunder, as follows:

(a) **Expropriation and Work Order**

No part of the Real Property has been condemned, taken or expropriated by any provincial, municipal or any other competent authority, and no alteration, repair, improvement or other work has been ordered or directed to be done, or performed to, or in respect of, the Real Property;

(b) **Buildings as Shown by Survey**

There have been no additions or alterations to the buildings located on the Real Property except as indicated on the surveys delivered to the Lender;

(c) **Unrecorded Title Defects**

There are no liens, easements, charges, encroachments, rights-of-way, mortgages, work orders, licenses, deed restrictions, leases, tenancies or agreements affecting the Real Property except as disclosed by the registered title;

(d) **Utility Arrears**

There is nothing owing in respect of the Real Property to any municipality, or to any other corporation or commission owning or operating a public utility for water,

gas, electrical power, energy, steam or hot water, or for the use thereof, or for the equipment used in connection therewith;

(e) **Building Location**

The buildings on the Real Property are entirely within the limits of the Real Property and as shown on the surveys delivered to the Lender;

(f) **Waste Disposal Site**

At no time since the applicable Obligor has owned the Real Property, and to the knowledge of the Obligors, at no time prior thereto, has the Real Property or any lands adjacent thereto ever been used for the purpose of a waste disposal site;

(g) **Hazardous Substance**

At no time since the applicable Obligor has owned the Real Property, and to the knowledge of the Obligors, at no time prior thereto, has any hazardous substance, including without limitation, asbestos, urea formaldehyde foam insulation, radon gas and PCBs, ever been located, or will be located, stored or incorporated in or on the Real Property. The Borrower and Guarantors have complied with all federal, provincial and municipal orders, regulations and by-laws relating to environmental matters; and

(h) **Excavation**

No excavation has been made in or upon the Real Property, nor any fill placed in or about the Real Property, during the period of ownership or control of the Real Property by the applicable Obligor (or any associated or affiliated corporation), except as reasonably relating to the construction of improvements on the Real Property.

2.3 **Meaning of Knowledge**

The words "knowledge" and "to the knowledge of" mean, when modifying a representation, warranty or other statement of any person, actual or constructive knowledge of such person or, in the case of a person other than a natural person, actual or constructive knowledge of a senior manager, officer or director of such person, where the term "constructive knowledge" means information that such person should acquire in the course of performing his or her duties as a senior manager, officer or director of such person.

2.4 **Survival of Representations, Warranties and Covenants**

The covenants, agreements, representations and warranties set forth in this Agreement, and in any certificate or other document delivered hereunder, shall continue in full force and effect until repayment in full of all of the Indebtedness, notwithstanding any investigation made by the Lender or its counsel, or any other representative of the Lender, or the making of any Advance hereunder.

ARTICLE 3.00 - REPAYMENT AND INTEREST

3.1 Principal Amount and Payments

(a) The Loan will consist of a non-revolving term loan in the amount of Thirty One Million Dollars (\$31,000,000), such amount to be fully advanced by the Lender to the Borrower on Closing.

(b) **Proof of Outstanding Loan Amount.** The records maintained by the Lender of the amounts of the Loan advanced to the Borrower in connection with this Agreement, the amount of advances of the Loan which are outstanding and the amount of interest and other fees and costs payable and paid under this Agreement shall constitute *prima facie* proof thereof in any legal proceedings or action in respect of this Agreement.

3.2 Principal Repayment

The Loan is repayable in accordance with the payment schedule set out in **Schedule "H"**.

3.3 Conditions Precedent

The following conditions precedent shall be satisfied to the Lender's sole discretion prior to Advance of the Loan:

- (1) All of the Security shall be executed by the Borrower and Guarantors and, where applicable, in registerable form, and all registrations and other actions required to fully perfect and maintain the priority of the Security shall have been successfully completed to the satisfaction of the Lender's counsel.
- (2) Legal opinions shall be issued by counsel for the Borrower and each Guarantor opining:
 - (i) as to the valid existence and good standing of the Borrower and such Guarantor, if applicable;
 - (ii) as to the due authorization, execution, delivery, enforceability and validity of the Loan Documents with respect to the Borrower and such Guarantor;
 - (iii) that there is no litigation, action, proceedings or like matter pending with respect to the Borrower or any Guarantor of which they are aware and which would have a Material Adverse Effect;
 - (iv) that no authorization, consent, permit, or approval of, other action by, filing with, or notice to, any governmental agency or authority, regulatory body, court, tribunal, or other similar entity having jurisdiction is required in connection with the execution and delivery by the the Borrower or any Guarantor of any of the Loan Documents or the Asset Purchase Agreement;
 - (v) that the Security creates a valid security interest in favour of the Lender and registration has been made in all public offices provided for under the

laws of Nova Scotia where such registration is necessary or desirable to preserve, protect, or perfect the security interests created by the Security; and

- (vi) as to such other matters as the Lender and the Lender's counsel reasonably may specify.
- (3) Current searches for the Borrower and for each Guarantor in those jurisdictions set out in **Schedule "B"** together with all subordinations, releases and discharges to ensure the first priority position of the Security on the real and personal property of the Borrower (subject to Permitted Encumbrances) shall have been completed and received.
- (4) Evidence and assignments of insurance as required by this Agreement, and conforming in all respects to the requirements of the Lender shall have been delivered, including a report addressed to the Lender from an insurance consultant appointed by the Lender reviewing the adequacy of insurance and evidence it is in full force and effect.
- (5) Certified copies of the constating documents, including, without limitation, any letters patent, articles of incorporation, memorandum of association, articles of association, certificates of amalgamation, articles of continuation, articles of amendment, declarations of trust, limited partnership agreements, and borrowing by-laws of the Borrower and each Guarantor, together with a certificate of the Borrower and each Guarantor certifying that its constating documents therein described are all of its constating documents and that other than as therein described such constating documents have not been amended, shall have been delivered to the Lender.
- (6) Certified resolutions of the directors of the Borrower and each Guarantor, if applicable, confirming that it has been authorized to execute, deliver and perform its obligations under the Loan Documents, shall have been delivered to the Lender.
- (7) A certificate of status or similar certificate for the Borrower and each Guarantor, if applicable, from the applicable government ministry, dated not earlier than the Closing, shall have been delivered to the Lender.
- (8) An officer's certificate for the Borrower and each Guarantor, if applicable, in the required form of the Lender shall have been delivered.
- (9) Such financial information in connection or in respect of the Borrower and Guarantors as may be required by the Lender, shall have been provided.
- (10) The Lender shall be satisfied by a certificate of a senior officer that the Borrower has paid when due and in full all employee pensions and benefits payable by it, including without limitation Workers Compensation Board premiums, Canada Pension Plan contributions and Employment Insurance Commission premiums, and has remitted when required and in full all source deductions for income tax, Canada Pension Plan contributions and Employment Insurance Commission

premiums of its employees and all goods and services tax and retail sales tax paid and received by it.

- (11) Borrower will have delivered to the Lender a written draw notice not less than ten (10) days prior to the requested draw date.
- (12) Except as waived in writing by the Lender, there will be no Default or Event of Default or default under any other loan document.
- (13) There shall be no Material Adverse Effect in the Borrower's and the Guarantors business or their financial conditions since credit approval of the Loan.
- (14) The Borrower will provide a certificate certifying that no Event of Default of this Agreement has occurred and is continuing and that all representations and warranties shall be true and correct on and as of the date of Advance.
- (15) The Borrower will have delivered to the Lender unaudited interim consolidated and unconsolidated financial statements for the Borrower and each of the Guarantors for the most recent financial quarter.
- (16) The Borrower will provide evidence that any applicable third party fees and expenses relating to completion of the loan transaction documented by this Agreement, including that of insurance consultants, legal counsel, and as to the conduct of due diligence, have been paid for, or provided for and payment will be made on a timely basis.
- (17) The Lender shall have received, and reviewed, agreements for any remaining subordinated indebtedness, mezzanine debt, equity or subordinated debt, and there shall have been delivered intercreditor agreements satisfactory to the Lender in relation to the same, including but not limited to the following:
 - (i) the Intercreditor Agreement;
 - (ii) an amended and restated priorities agreement re: Bounty indebtedness between the First Lien Lender, the Lender, Brace and Bounty;
 - (iii) a subordination agreement re: the VTB between the Lender and the Vendor; and
 - (iv) a priorities agreement between The Toronto-Dominion Bank and the Lender.
- (18) The Lender shall be satisfied that the proceeds of the Loan to be advanced shall be used solely for and only for the purposes and in the amounts as follows:
 - (i) partial payment of the acquisition cost for the purchase of the TC Media Assets in the amount of Twenty Three Million Three Hundred Fifty Thousand Dollars (\$23,350,000);
 - (ii) payment of the acquisition cost for the purchase of the equity interest held by the Vendor, or an affiliate thereof, in the Halifax Metro in the amount of Five Hundred Thousand Dollars (\$500,000);

- (iii) repaying pension arrears of Herald in the amount of Three Million One Hundred and Ninety Thousand Dollars (\$3,190,000), as evidenced by subordinated inter-company debt between the Borrower and the Herald;
 - (iv) working capital requirements in the amount of Two Million Four Hundred Sixty Thousand Dollars (\$2,460,000); and
 - (v) integration and severance costs associated with the acquisition of the TC Media Assets in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000).
- (19) The Lender shall be satisfied that the proceeds of the VTB shall be used solely for and only for the purpose of the partial payment of the acquisition cost for the purchase of the TC Media Assets in the amount of Ten Million Dollars (\$10,000,000).
- (20) All taxes due and payable and all outstanding local improvement charges and special assessments which relate to the Property shall be paid by the Borrower.
- (21) The Lender shall have received a Phase 1 environmental report on any real property owned by the Borrower or any Guarantor, with reliance by the Lender agreed.
- (22) The Borrower's principal and controlling shareholders shall have acknowledged that changes in control of the Borrower, without the Lender's prior consent, shall constitute an Event of Default.
- (23) The Borrower shall have completed its acquisition of the TC Media Assets, as evidenced by the delivery to the Lender of fully executed copies of the following:
- (i) the Asset Purchase Agreement;
 - (ii) the VTB;
 - (iii) the non-competition and non-solicitation agreement executed by the Vendor in favour of the Borrower;
 - (iv) a transition services agreement executed by the Vendor and the Borrower;
 - (v) any assignments, consents, notices or transfer agreements associated with the Borrower's acquisition of the TC Media Assets; and
 - (vi) an opinion from Borrower's counsel that pre-merger notification pursuant to section 114 of the Competition Act is not required in relation to the acquisition to be effected by the Asset Purchase Agreement.
- (24) The Lender shall be satisfied in its sole discretion with its review of all Material Contracts, including those related to the TC Media Assets.

- (25) The Lender shall be satisfied in its sole discretion with its review of searches from the Canadian Intellectual Property Office with respect to any TC Media Assets that are intellectual property.
- (26) All authorizations, consents, permits, approvals, filings, notices other actions shall have been obtained/made from any governmental agency or authority, regulatory body, court, tribunal, or other similar entity having jurisdiction, including but not limited under the *Competition Act*, in connection with the acquisition by the Borrower of the TC Media Assets
- (27) The Lender shall have received confirmation and satisfactory evidence of the completion of the amalgamation of Brace, Brace Properties Limited and Brace Publishing Limited with Brace as successor entity.
- (28) The following documents related to the fifth amendment of the First Lien Credit Agreement shall have been executed and delivered to the Lender in satisfactory form:
- (i) fifth amending agreement: Loan Agreement, including the joinder by the Borrower, Dennis Trust and Lever Trust to First Lien Loan Agreement;
 - (iii) general security by Borrower in favour of the First Lien Lender;
 - (iv) unlimited guarantee by Borrower in favour of the First Lien Lender;
 - (v) guarantee and limited recourse securities pledge by each of Dennis Trust and Lever Trust in favour of the First Lien Lender;
 - (vi) amended and restated guarantee and limited recourse securities pledge by each of Holdings and Dennis in favour of the First Lien Lender;
 - (vii) completion of all registrations and other actions, including delivery of share certificates and stock transfer powers, required to fully perfect and maintain the priority of the "Security" (as that term is defined in the First Lien Loan Agreement) shall have been successfully completed to the satisfaction of the First Lien Lender's counsel
- (29) Such other documents or items as the Lender, or its counsel, reasonably may require shall be delivered to the Lender.

3.4 **Compliance with the *Interest Act* (Canada)**

For the purposes of this Agreement, whenever any interest is calculated on the basis of a period of time other than a calendar year, the annual rate of interest to which each rate of interest determined pursuant to such calculation is equivalent for the purposes of the *Interest Act* (Canada) is such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days used in the basis of such determination.

3.5 **Nominal Rate of Interest**

The parties acknowledge and agree that all calculations of interest under this Agreement and the documents related thereto are to be made on the basis of the nominal interest rate described herein and not on the basis of effective yearly rates or on any other basis which gives effect to the principle of deemed reinvestment of interest. The parties acknowledge that there is a material difference between the stated nominal interest rates and the effective yearly rates of interest and that they are capable of making the calculations required to determine such effective yearly rates of interest.

3.6 **Criminal Rate of Interest**

Notwithstanding the foregoing provisions of this Article 3, the Borrower shall in no event be obliged to make any payments of interest or other amounts payable to the Lender hereunder in excess of an amount or rate which would be prohibited by law or would result in the receipt by the Lender of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)).

3.7 **Interest Calculation**

(a) **Interest:** The principal amount outstanding from time to time hereunder, as to the Loan, shall bear interest at a rate of 6.00%.

(b) Interest shall be calculated and payable monthly on the daily outstanding principal, and shall accrue both after and before maturity, default and judgment, with interest on overdue interest at the same rate computed from the date of each Advance calculated and payable monthly, in arrears by 1:00 pm on the fifteenth (15th) day of each and every month in each and every year during the term of the Loan, with the first payment being due on the fifteenth (15th) day of the month following the date of the first Advance.

3.8 **Increased Costs, Capital Adequacy, etc.**

- (a) If any change in law:
- (i) subjects the Lender to any cost or tax or changes the basis of taxation of payments due to the Lender or increases any existing cost or tax on payments of principal, interest or other amounts payable by the Borrower to the Lender under this Agreement (except for increased taxes on the overall net income, assets or capital of the Lender);
 - (ii) imposes, modifies or deems applicable any reserve, special deposit, regulatory or similar requirement against assets held by, or deposits in or for the account of, or loans by, or commitments of, or any other acquisition of funds for loans by, the Lender or any drafts accepted by the Lender;
 - (iii) imposes on the Lender a change in the manner in which the Lender is required to allocate capital resources to its obligations under this Agreement; or

- (iv) imposes on the Lender any other cost, tax or condition with respect to this Agreement,

and the result of (i), (ii), (iii) or (iv) is, in the determination of the Lender, acting reasonably, to increase the cost to the Lender, or to impose a liability on or to reduce the income or return receivable by the Lender in respect of this Agreement, the Borrower shall pay to the Lender that amount which indemnifies the Lender for such additional cost, liability or reduction in income or return ("**Additional Compensation**"). Upon the Lender having determined that it is entitled to Additional Compensation, it shall within ten (10) Business Days of becoming aware of such Additional Compensation promptly notify the Borrower. A certificate by a duly authorized officer of the Lender setting forth the amount of the Additional Compensation and the basis for it shall be *prima facie* evidence, in the absence of manifest error, of the amount of the Additional Compensation. The Additional Compensation shall accrue from the date of delivery of the certificate to the Borrower. If the Lender subsequently recovers all or a part thereof, it will repay an amount equal to such recovery to the Borrower. For greater certainty, it is acknowledged that, if such increased cost, liability or reduction in income or return is also applicable, in part, to dealings between the Lender and its other customers, the obligation of the Borrower under this section to provide compensation therefor will not arise unless the Lender, as a general practice, also requires compensation therefor from such other customers and will not exceed the amount that is directly proportionate to the extent to which such increased costs, liabilities or reductions in income or return are attributable to the Borrower and the Loan made by the Lender hereunder.

- (b) If the Lender notifies the Borrower that Additional Compensation is owed to the Lender pursuant to subsection 3.8(a), the Borrower shall have the right to make payment in full to the Lender in respect of the Loan within 30 days of the date specified of such notice, together with all unpaid interest accrued thereon to the date of repayment and all other reasonable expenses incurred in connection with the termination, together with the Accelerated Amounts provided that in such circumstances the Additional Compensation shall not be payable as to any period of time after such repayment.

3.9 **Taxes**

The following shall apply as to taxes payable:

- (a) Any and all payments by or on account of any obligation of the Borrower hereunder shall be made free and clear of and without deduction for any taxes; provided that if the Borrower shall be required to deduct any taxes from such payments, then (i) the sum payable shall be increased as necessary so that, after making all required deductions (including deductions applicable to additional sums payable under this Section), the Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

- (b) In addition, the Borrower shall pay any such taxes to the relevant Governmental Authority in accordance with applicable law.
- (c) The Borrower shall indemnify the Lender, within 10 days after written demand therefor, for the full amount of any such taxes paid by the Lender, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender, shall be prima facie evidence absent manifest error.
- (d) If requested by the Lender from time to time, the Borrower shall deliver to the Lender the original or a certified copy of a receipt issued by the applicable Governmental Authority, a copy of the return reporting payment, or such other evidence reasonably satisfactory to the Lender evidencing payment of taxes by the Borrower.

3.10 **Prepayment**

- (a) The Borrower is permitted to prepay the Loan in whole only at any time provided that the Borrower gives to the Lender thirty (30) days' prior written notice, and at the time the Borrower makes prepayment pursuant to this section the Borrower shall also pay to the Lender the Interest Rate Differential, if any and if positive (collectively, the "**Accelerated Amounts**").
- (b) In the event that the Borrower makes any mandatory prepayment under the Loan, whether in an Event of Default, on demand, or recalculation or otherwise, the Lender will require payment in the amount specified in Section 3.10(a).

3.11 **Place and Manner of Payment**

The Borrower shall pay to the Lender, the principal and interest due at or before 1:00 p.m. on the date on which such principal and interest is due at 70 University Avenue, Suite 1200, Toronto, Ontario, or such other address as the Lender may advise from time to time by preauthorized chequing authority, and the Borrower will enter into any agreement and issue any payment instruction required to make payment on a direct pre-authorized debit from the Borrower's account basis. The receipt of funds shall satisfy and discharge the liability for the principal and interest to the extent of the sums represented thereby, unless such payment shall for any reason be reversed, stopped or otherwise not made as fully and final, in which case the payment will be replaced immediately on notice from the Lender.

3.12 **No Set-Off**

The obligations of the Borrower to make all payments of principal and interest and all other amounts due hereunder shall be absolute and unconditional, and shall not be affected by any circumstance, including without limitation, any set-off, compensation, counter-claim, recoupment, defence or other right which the Borrower, any Guarantor or any other person may have against the Lender or anyone else for any reason whatsoever.

3.13 **Interest on Overdue Amounts**

If the Borrower fails to pay any installment of interest or principal on the date on which the same is due, the Borrower shall pay interest on such overdue amount at the rate of interest under this Agreement then in effect. At any time, upon and during the continuance of a default in the payment of any other amount (other than principal and interest) due under this Agreement or any of the other Loan Documents, the Borrower and the Guarantor shall pay interest on such overdue amount (which overdue amount, for greater certainty, shall not include overdue principal or interest) at a rate per annum equal to the applicable rate of interest under this Agreement then in effect plus 2%. Interest on overdue amounts shall be payable on demand and shall be calculated on a daily basis and compounded monthly from the date such amount becomes due and payable and for so long as such amount remains unpaid and on the basis of a year of 365 days. All interest provided for in this Agreement shall be payable both before and after maturity, default and judgment.

3.14 **Fee**

A commitment fee will be paid by the Borrower to the Lender of Three Hundred Ten Thousand Dollars (\$310,000) (i.e., 100 basis points of the Loan) of which the Lender acknowledges that Fifty Thousand Dollars (\$50,000) has been paid to date with the balance to be paid at Closing.

ARTICLE 4.00 - SECURITY

4.1 **Security**

To secure the due and punctual payment of the Indebtedness, and to secure the due and punctual performance of the Borrower's other obligations and covenants hereunder, the Borrower and each Guarantor as applicable, shall execute and deliver, or cause to be executed and delivered or assigned in favour of, the Security to the Lender.

Without limiting any other provision in this Agreement or the Security, as security for the payment of all Loans and for the payment or other satisfaction of all other Indebtedness, the Borrower, and each Guarantor required to do so pursuant to **Schedule "D"** hereof, shall, prior to the Closing, grant to the Lender a continuing first-ranking (subject only to Permitted Encumbrances) and perfected and duly registered security interest in, lien on and assignment of all of the undertaking, property and assets of the Borrower, whether now or hereafter owned, existing, acquired or arising, tangible or intangible, real or personal and wherever located.

The Borrower and each Guarantor shall, at the Lender's reasonable request and at the Borrower's expense, at any time and from time to time, execute and deliver to the Lender such financing statements, documents and other agreements and instruments (and the Borrower shall pay the cost of filing or recording the same in all public offices deemed necessary or desirable by the Lender) and do such other acts and things as the Lender may deem necessary or desirable in order to establish and maintain a valid and perfected security interest in the Mortgaged Property in favour of the Lender (free and clear of all other liens except Permitted Encumbrances) to secure payment of the Indebtedness.

4.2 **Discharge**

Once the Borrower has satisfied all of its obligations hereunder, the Lender shall, at the written request, and at the expense, of the Borrower, discharge all charges and liens under the Security, and execute and deliver to the Borrower and each Guarantor such deeds or other instruments as shall be required to discharge the charges and liens thereof.

4.3 **Expropriation of Mortgaged Property**

If the Borrower receives notice that any part of its property or assets included in the Mortgaged Property has been, or is to be, expropriated or taken by similar proceedings, the Borrower shall forthwith deliver to the Lender a written notice setting out particulars of the expropriation. The proceeds payable in respect of such expropriation or taking will be subject to the prepayment terms of Section 3.10 if the expropriation was a sale of the Mortgaged Property.

ARTICLE 5.00 - COVENANTS

5.1 **Positive Covenants**

The Borrower and each Guarantor, as applicable, hereby covenants and agrees with the Lender that so long as any of the Indebtedness remains unpaid or obligations unsatisfied:

(a) **To Pay Indebtedness**

The Borrower will punctually pay or cause to be paid to the Lender the Indebtedness at the dates, time and places, and in the manner provided for herein;

(b) **Notice of Removal of Assets**

If at any time or from time to time, it desires to remove assets which comprise part or all of the Mortgaged Property to any jurisdiction other than a jurisdiction in which the Security is validly registered to create a charge on that property, it will give the Lender twenty (20) days' notice thereof, accompanied by a full description of such assets and the proposed situs thereof, and shall deliver, prior to the removal of such assets, such documents and instruments filed or registered pursuant to applicable law, if required, as may be necessary to preserve and perfect the Lender's security interest therein in such other jurisdiction in a form and content satisfactory to the Lender and its counsel, and shall pay all legal and registration costs in connection therewith. The Lender may require, at its discretion, an opinion from Borrower's counsel as to the due registration of the Security in such jurisdiction and that the Agent's or Lender's, as applicable, security position is not prejudiced by such movement of assets;

(c) **Notice of Litigation**

It will give the Lender prompt written notice of any action, suit, litigation or other proceeding which is commenced or threatened against it or any Guarantor and which involves either a claim or potential claim in excess of One Hundred

Thousand Dollars (\$100,000) which is not fully covered by insurance, except for deductible amounts approved by the Lender; or any claims for costs for environmental clean-up, or orders to effect any environmental clean-up;

(d) **Notice of Material Change**

The Borrower will give the Lender prompt written notice of any change having a Material Adverse Effect on the business or condition of the Borrower or any Guarantor, financial or otherwise, or of any material loss, destruction or damage of or to any properties or assets of the Borrower or any Guarantor, including notice of any material demand upon, or material change in the terms and conditions governing, the operating or similar line of credit of the Borrower and Guarantor with its bank;

(e) **To File Financial Statements and Certificate of No Defaults**

The Borrower shall furnish to the Lender:

- (i) within one hundred and twenty (120) calendar days after the end of each fiscal year, annual consolidated financial statements as follows:
 - (A) audited financial statements of the Borrower and internally prepared financial statements of the Guarantors, prepared in accordance with generally accepted accounting principles applied on a consistent basis, as at the end of such year, signed by two (2) officers; and
 - (B) a statement setting out any sales by the Borrower or Guarantors of fixed assets charged with the Security, aggregating more than Fifty Thousand Dollars (\$50,000) gross sale price specifically setting out the date of sale, the sale price and the method of payment including the cost and application of the proceeds of sale;
- (ii) within forty-five (45) calendar days after the end of each fiscal quarter as follows:
 - (A) unaudited interim financial statements of the Borrower and Guarantors, prepared in accordance with generally accepted accounting principles applied on a consistent basis;
- (iii) within sixty (60) calendar days after the end of each fiscal quarter as follows:
 - (A) comparison of the year to date financial results of the Borrower, compared to year to date financial results for the immediately previous fiscal year, and against the budgeted results, provided to the Lender, as required under the terms of this Section, together with a written explanation of any material variances, as to either comparison, of more than ten percent (10%); and

(B) a certificate of compliance the chief financial officer of the Borrower and Guarantors, setting out, with calculations appended, basis for compliance with the financial covenants required under the terms of this Agreement in the form as may be requested by the Lender from the Borrower from time to time and verifying payment of all source deductions consisting of employee income tax, Canada Pension Plan, employment insurance premiums, confirming that the same is paid to current status, confirming that no principal or interest arrears as to the Loan; that all property taxes are paid and current and that the Borrower is in compliance with all conditions of all funded debt including the Loan; and

(iv) not less than thirty (30) calendar days following the beginning of each fiscal year, the annual business plan and monthly operating budget of the Borrower and Guarantors for the immediately ended fiscal year for the Borrower and Guarantors (on a consolidated basis).

(f) **Other Information**

The Borrower will promptly furnish the Lender with such other reasonable information respecting the Borrower, Guarantors, their properties, assets, anticipated contracts, acquisitions, investments, and other matters and information relating to the Borrower, Guarantors and their business, as the Lender may from time to time reasonably request, including specifically any request made by the Lender for delivery of operating results and balance sheet information with respect to the Borrower and any Guarantor;

(g) **To Maintain Existence**

(i) It will at all times maintain its corporate existence;

(ii) It shall preserve and keep in full force and effect its corporate status, rights and privileges under the laws of the jurisdiction of its formation, and all qualifications, licenses and permits. It and the Guarantors shall not without the prior written consent of the Lender wind up, liquidate, dissolve, reorganize, merge, amalgamate or consolidate with or into, or convey, sell, assign, transfer, lease, or otherwise dispose of all or substantially all of its assets, provided that the Guarantors may undertake an amalgamation between the Guarantors, to result in a single on-going corporate entity, provided that such is without adverse effect to the obligations of the Guarantor pursuant to this Agreement, including therewith its ability to provide the guarantee required hereby, and all of the assets and liabilities of the Guarantors merge without material change. It shall conduct business only in its own name and shall not change its name, or the location of its chief executive office or principal place of business unless it (a) shall have notified the Lender of such change, and (b) shall have taken all actions necessary or requested by the Lender to file or amend any financing statement or continuation statement to assure perfection and continuation of perfection of security interests under the Security;

(h) **To Carry on Business and Abide by Government Regulations**

It will at all times comply in all material respects with all applicable laws, by-laws, regulations and orders, including, without limitation, Environmental Laws and laws relating to health and safety, and specifically including therewith Material Licences and Material Contracts as described in **Schedules "M" and "G"** appended hereto. The Borrower and each Guarantor will carry on its business in a proper and efficient manner, and will keep or cause to be kept proper books of account, and make or cause to be made therein true and faithful entries of all material dealings and transactions in relation to its business, and will at all times abide by all applicable laws, by-laws, regulations and orders regarding the operation of its business;

(i) **To Pay Taxes**

It will pay or cause to be paid all taxes, rates, government fees and dues levied, assessed or imposed upon it and upon its Property or any part thereof, as and when the same become due and payable, save and except when, and so long as, the validity of any such taxes, rates, fees, dues, levies, assessments or imposts is in good faith, by proper legal proceedings, being contested by it, provided such proceedings effectively postpone enforcement of any lien arising from non-payment;

(j) **To Insure**

(i) **Property Cover** - The Borrower will insure or cause to be insured the Mortgaged Property, at its own expense or that of the Guarantors, to the full insurable value thereof on a replacement cost, no co-insurance basis, against loss or damage from insurable hazards, which are now, or hereafter, from time to time may be, insured against by the terms of a standard "all risks" property policy of insurance (and including coverage against the perils of collapse, windstorm, sewer backup, flood and earthquake), as well as equipment breakdown insurance. Such insurance shall cover both insured property damage and resultant business interruption with a period of indemnity of not less than 12 months.. The Lender shall be named as first loss payee and mortgagee under the aforementioned property insurance and equipment breakdown insurance which shall include a standard mortgage clause, in a form approved by the Lender.

(ii) **Liability** - The Borrower shall maintain commercial general liability insurance providing for limits of liability of not less than Fifteen Million Dollars (\$15,000,000)] per occurrence, or such other amount as agreed to by the Lender, covering third party bodily injury and/or property damage liability claims. The Lender will be an additional insured with respect to claims arising out of the operations of the insured.

(iii) **Form and Quality** - All insurance policies shall be endorsed in form and substance and subject to deductibles/self insured retentions and business interruption waiting periods acceptable to the Lender and underwritten by insurance companies rated A- or better, with a minimum financial size

classification of VII or better by AM Best Company, or rating of A by Standard and Poors (or an equivalent rating by another nationally recognized insurance rating agency of similar standing). All such insurance policies shall be fully paid for and contain such provisions and expiration dates and be in such form and issued by such insurance companies as are acceptable to the Lender. Each policy shall provide that such policy may not be cancelled except upon thirty (30) days' prior written notice of cancellation to the Lender (excepting cancellation for the non-payment of premium for which statutory 15 days notice by registered mail, and 5 days notice if hand delivered, may apply) and that no act or omission by the Borrower or Guarantor shall invalidate any interests of the Lender under any policy. Blanket policies will be permitted. If the Borrower or any Guarantor fails to maintain insurance in compliance with this section, the Lender may obtain such insurance and pay the premium therefor and the Borrower and/or such Guarantor shall, on demand, reimburse the Lender for all reasonable expenses incurred in connection therewith. Each of the Obligors shall assign the policies of insurance to the Lender, in such manner and form that the Lender and its successors and assigns shall at all times have and hold the interest in the insurance as security for the payment of the Loan. The Borrower shall deliver to the Lender, on request by the Lender, true extracts of the policies, setting out the coverage conditions and exclusions. The Borrower will deliver before closing a detailed certificate or binder of insurance setting out the insurance coverage required by this Agreement (with complete policy copies to be provided to the Lender once they are available from the insurance companies).

- (iv) **Adjustment** - It shall give notice of any loss to the relative insurance company, in accordance with its usual past practice, and, in respect of a claim or potential claim for any loss in excess of One Hundred Thousand Dollars (\$100,000), it shall provide detailed notice to the Lender of the loss, along with any further details as may be thereafter required by the Lender. Following the occurrence of an Event of Default which is continuing, the Borrower and the Guarantors hereby irrevocably authorize the Lender to make proof of loss, to collect and receive insurance proceeds, and to deduct therefrom the Lender's expenses incurred in the collection of such proceeds. Nothing contained in this subsection, however, shall require the Lender to incur any expense or take any action hereunder.
- (v) **Renewal Receipt** –The Borrower shall deliver, to the Lender, within ten (10) days or such shorter period of time as is reasonable given market conditions prior to the expiry of any insurance policy required hereby, a detailed, signed certificate or binder of insurance as confirmation of the renewal (with complete policy copies to follow once issued by the insurance companies)..
- (vi) **Insurance Consultant**. The Lender shall be entitled to retain an insurance consultant. The reasonable costs of the insurance consultant, to review the insurance policies of the Borrower as at Closing shall be paid by the Borrower. The Borrower agrees to make such changes to their

insurance policies as such insurance consultant may reasonably require and to the extent changes can reasonably be effected, are in accordance with market standards, and are agreed prior to Closing.

- (vii) **Use and Application of Insurance Proceeds**. Prior to the occurrence of an Event of Default, The Borrower shall be entitled to apply proceeds of property damage insurance to pay costs of restoration and after the occurrence of an Event of Default which is continuing but prior to Default in relation to which the Lender has made demand, the Borrower may apply proceeds of insurance to restore with the Lender's consent acting reasonably, but after Default and demand the Lender shall be entitled to apply proceeds of property and boiler and machinery insurance to repay the Loan, notwithstanding that the Loan may not then be due and payable, and other amounts owing under the Security or to pay the costs of restoration of the affected assets with respect to which such proceeds arose.

(k) **Employee Payments**

It will withhold from each payment to any of its officers, directors and employees the amount of all taxes, including, but not limited to, income tax and other deductions required to be withheld therefrom and will pay the same to the proper tax or other receiving authorities within the time required under any applicable tax legislation;

(l) **Further Assurances**

At any and all times it will do, execute, acknowledge, deliver, file and register, or will cause to be done, executed, acknowledged, delivered, filed and registered all and every such further acts, deeds, conveyances, mortgages, transfers and assurances as the Lender shall reasonably require for the purpose of giving effect to this Agreement and shall pay, forthwith, the reasonable costs and expenses of the Lender in connection therewith;

(m) **Payment of Costs and Expenses**

The Borrower will pay or reimburse the Lender and its agent for all reasonable costs, charges and expenses (including legal fees and disbursements on a solicitor and his own client basis) of or incurred by the Lender in connection with the completion of the loan transaction provided for in this Agreement and the Security taken in pursuance hereof, including all reasonable costs of title examination, compensation of engineers, solicitors, and other advisors as required, and all costs, charges and expenses of the Lender in connection with the preparation and registration of any further security or agreements required as further assurances or as a consequence of amendment or renewal, the Lender receiving advice from time to time in connection with this Agreement including relating to the recovery or enforcement of repayment of the Indebtedness or any part thereof, or in connection with the enforcement or realization of any such Security;

(n) **To Repair**

Except for technological, economic or energy obsolescence of machinery, equipment and related assets in the ordinary course and the loss of use of which would be without Material Adverse Effect, it will at all times repair and keep in repair and good order and condition, or cause to be so repaired and kept in good order and condition, all buildings, erections, machinery and plant used in or in connection with its business, up to modern standards of usage, and replace or cause to be renewed and replaced all and any of the same which may become worn, dilapidated, unserviceable, or destroyed, and at all reasonable times, within normal business hours, following reasonable notice to the Borrower, will allow the Lender or its duly authorized agent access to the Mortgaged Property in order to view the state and condition of the same;

(o) **Change of Address**

The Borrower shall notify the Lender of any change of address of any office or other business location of the Borrower or any Guarantor existing as at the date of execution herein, and of the location of any new business premises where the Borrower or such Guarantor undertakes its business at any time, subsequent to the date of execution herein, and if the Borrower or any Guarantor ceases to carry on business at any business location;

(p) **Notice of Default**

The Borrower shall give prompt written notice to the Lender of any Default of which it is aware hereunder;

(q) **Environmental**

It shall at all times comply in all material respects with all applicable Environmental Laws and occupational health and safety laws, regulations and orders which affect it or any of its assets to the standards required by the applicable law. It shall inform the Lender in writing of each:

- (i) environmental problem which materially adversely affects it or any of its assets upon becoming aware of such problem; and
- (ii) legal action or proceeding commenced against it with respect to any environmental matter which may materially adversely affect it or any of its assets, promptly upon it becoming aware of the commencement of such action or other proceeding, and will specifically:
 - (a) establish and maintain procedures for monitoring its continued compliance with applicable Environmental Laws, which procedures shall include periodic reviews of such compliance.
 - (b) If it (i) receives written notice that any material violation of any Environmental Law may have been committed or is about to be committed by it, (ii) receives written notice that any administrative or judicial complaint or order has been filed or is about to be filed

against it alleging material violations of any Environmental Law or requiring it to take any action of a material nature in connection with the release of hazardous substances (as defined in the Environment Act (Nova Scotia)) into the environment, or (iii) receives any written notice from a Governmental Authority or other person alleging that it may be liable or responsible for costs in a material amount associated with a response to or clean-up of a release of a hazardous substances (as defined in the Environment Act (Nova Scotia)) into the environment or any damages caused thereby, it shall provide the Lender with a copy of such notice within 10 Business Days of the its receipt thereof. It shall also provide to the Lender, as soon as practicable after it becomes available, a copy of any environmental site assessment or audit report, if any, required to be submitted to any Governmental Authority. If any such assessment or report estimates the cost of any clean-up or remedial action required by such Governmental Authority, it shall provide evidence satisfactory to the Lender of disbursements made from time to time to effect such clean-up or remedial action within such time as may be prescribed by such Governmental Authority.

(r) **Inspections**

It shall permit the Lender and its representatives, at any reasonable time, within normal business hours following reasonable notice to it to reasonable access of all premises occupied or owned by it, for the purposes of physical inspection, and it shall make available, all financial and other records, and will permit the Lender, access to their respective books and records, for the purpose of the Lender's review, and will allow the making of such copies, as shall be required by the Lender, all expenses incurred by the Lender to be at the expense of the Lender except as to one inspection annually which will be for the cost of the Borrower as to out-of-pocket expenses and the cost of the making of copies which will be provided by the Borrower.

(s) **Indemnity**

The Obligors shall, jointly and severally, indemnify the Lender and each director, officer, consultant and advisor thereof (each an "**Indemnified Person**") against all suits, actions, proceedings, claims, losses (other than loss of profits), expenses (including reasonable fees, charges and disbursements of counsel), damages and liabilities (each, a "**Claim**") that the Lender may sustain or incur as a consequence of (a) any Default by any Obligor under this Agreement or any other document, or (b) any misrepresentation any Obligor contained in any writing delivered to the Lender in connection with this Agreement, or (c) the Lender entering into this Agreement, or (d) the use of proceeds of the Loan by the Borrower, or (e) the operations of any Obligor, except that no Indemnified Person will be indemnified for any Claim resulting from its own negligence or wilful misconduct.

(t) **Survival**

The obligations of the Borrower and each Guarantor under this section are absolute and unconditional and shall not be affected by any act, omission or circumstance whatsoever, whether or not occasioned by the fault of the Lender, except in respect of negligence or wilful misconduct by it or any Indemnified Person. The indemnity obligations of the Borrower and each Guarantor under this section shall survive the repayment of the Loan and the termination of this Agreement.

(u) **Government Approvals**

It shall obtain, or cause to be obtained (to the extent not in existence on the Closing Date) and maintain, by the observance and performance of all material obligations thereunder and conditions thereof, all government approvals required for it to carry on its businesses including specifically all permits listed in **Schedule "G"** attached hereto.

(v) **Auditors**

The Borrower shall promptly give notice to the Lender of any change in its or any Guarantors' auditors and the reasons for the change.

(w) **Canadian Benefit and Pension Plans**

It shall perform all obligations (including fiduciary, funding, investment and administration obligations in all material respects) required to be performed in connection with each Canadian pension plan and Canadian benefit plan and the funding media therefor; make all contributions and pay all premiums required to be made or paid in accordance with the terms of the plan and all applicable laws.

The Borrower shall furnish to the Lender within thirty (30) calendar days after the end of each fiscal year, proof that all contributions and premiums required to be made or paid for each Canadian pension plan and Canadian benefit plan have been made in accordance with the terms of the plan and all applicable laws.

(x) **Maintenance of Title and Security**

The Borrower will at all times maintain good title to its Property, subject only to Permitted Encumbrances and the disposition of assets permitted by the terms hereunder, and, in connection therewith, will take all steps as are reasonably required to maintain the validity and perfection, with first priority security interest, in and to the Property as collateral security for the obligations of the Borrower pursuant to the terms of this Agreement and the Loan Documents.

(y) **Use of Loan and VTB**

The Borrower shall use the proceeds of the Loan and the VTB solely for the purposes and the amounts specified in s.3.3(18) of this Agreement.

5.2 **Negative Covenants**

The Borrower and each Guarantor as to Section 5.2(a), (b), (c), (d), (e) and (f), hereby covenants and agrees with the Lender that so long as any of the Indebtedness remains outstanding, without the prior written consent of the Lender, it will not:

(a) **Assets**

sell, dispose of, or relinquish control as to, any of its assets or undertakings, in any manner of transaction, without the Lender's prior written consent, other than non-material dispositions in the ordinary course of business, the disposition of inventory held in the ordinary course of business or disposition of obsolete assets having a market value of Two Hundred Thousand Dollars (\$200,000) or less in any year;

(b) **Amalgamations and Mergers**

acquire, amalgamate with, enter into partnership or syndication with, any other corporation or person, other than the acquisition of the TC Media Assets, by the Borrower and provided that, the Guarantors, may amalgamate, provided that the Lender receives confirmation, satisfactory to it, that the amalgamation does not adversely impact the guarantees provided to the Lender hereunder, the covenants and agreements of the continuing Guarantor, the terms and conditions relating to the Loan provided hereunder, and there is a merger, without material change, of the assets and liabilities of each of the Guarantors;

(c) **As to Encumbrances**

enter into any agreement to encumber any asset, or create or permit to exist any mortgage, hypothec, charge, pledge, lien or encumbrance, or other security interest, whether by fixed or floating charge, which would rank in any respect prior to, or pari passu with the Security, upon its undertaking, property or assets, or any part or parts thereof, except for the Security and Permitted Encumbrances;

(d) **Not to Commit Waste**

remove or destroy any of its buildings, machinery or any structure, comprising the Mortgaged Property or the building, machinery or fixtures attached or appertaining thereto, or otherwise forming part of the Mortgaged Property;

(e) **Restriction on Corporate Distribution**

unless otherwise expressly agreed to in writing by the Lender, make or declare any Corporate Distribution at any time that there is a Default under this Agreement or if after such Corporate Distribution there would be a Default under this Agreement, for the purpose of this provision, as to the Borrower, a cure of a Default under and as permitted by Section 5.3 is not a cure of Default for the purpose of this Section;

(f) **Restriction on Sale and Leasebacks**

sell, assign or dispose of any property in any transaction or series of transactions which will conclude with a reacquisition by the Borrower or any Guarantor of the same or similar property if:

- (i) the transferred assets are subject to any encumbrance after the transfer to which such property was not subject before the transfer;
- (ii) or the transfer is pursuant to a conditional sale agreement or other title retention agreement, including a financing transaction or capital lease arrangement; or
- (iii) either before and after such transaction, the Borrower is in Default;

(g) **Nature of Business**

permit the business to be conducted by the Borrower to be other than the operation of newspaper and media production facilities and facilities related thereto and the business of the Guarantors to be other than holding investments in operating subsidiaries and beneficially owning businesses similar in nature to the business of the Borrower;

(h) **Contingent Liabilities**

except as to those required by the contingent liabilities listed in **Schedule "E"** and subject to the status and restrictions described in **Schedule "E"** remaining in effect, make any loan to or investment in or enter into any obligations on behalf of any other person, firm or corporation, or give any guarantee on behalf of or otherwise give financial assistance to any other person, firm or corporation, other than (i) the Permitted Encumbrances, (ii) as among the Borrower and a Guarantor without obligation or liability to any person other than the Borrower or Guarantors or (iii) or those consented to by the Lender which consent shall not be unreasonably withheld;

(i) **Indebtedness**

the Borrower does not and shall not have Debt, including no capital leases, except:

- (i) the Indebtedness;
- (ii) Indebtedness resulting in Purchase Money Mortgages;
- (iii) the Contingent Liabilities contemplated in **Schedule "E"**;
- (iv) Indebtedness under the First Lien Credit Agreement;
- (v) Indebtedness under the VTB; and
- (vi) any Operating Line Debt.

Notwithstanding the forgoing, the Borrower shall be permitted to issue additional Debt and security ranking pari passu with the Loan, provided that (i) the Borrower, utilizing pro forma financial statements based on the preceding 12 months actual results, is in compliance with all financial covenants of this Agreement, (ii) there are no existing and continuing Events of Default under this Agreement or the Borrower's other debt obligations, (iii) the additional Debt is provided to the Borrower, and (iv) the additional debt is issued after the date that is 18 months following Closing. The Lender will have first right of refusal on additional term Debt of any Obligor.

(j) **Operating Line Debt**

the Operating Line Debt shall at no time exceed Four Million Dollars (\$4,000,000) and shall be subject to an intercreditor agreement among, *inter alios*, the Lender, the First Lien Lender and any such lender(s) of Operating Line Debt in form and substance acceptable to the Lender and the First Lien Lender in their sole discretion.

5.3 **Financial Covenants**

(a) The Borrower hereby covenants and acknowledges that so long as any of the Indebtedness remains outstanding, it will maintain a "Quick Ratio" of (i) during the period commencing on the date of the Closing and ending on the date that is the one year anniversary of the Closing not less than 1.1 : 1.0, and (ii) during the period thereafter not less than 1.2 : 1.0. The calculation of the Quick Ratio will be cash plus liquid investments plus accounts receivables of the Borrower divided by all current liabilities of the Borrower (excluding unearned revenues including advance payments received from customers or otherwise).

(b) The Borrower hereby covenants and acknowledges that so long as any of the Indebtedness remains outstanding, it will maintain a "Total Funded Debt to EBITDA Ratio" of not greater than 3.0 : 1.0. For purposes of calculation of the Total Funded Debt to EBITDA Ratio, "Total Funded Debt" is defined as the Senior Long Term Debt and capital leases. The Total Funded Debt to EBITDA Ratio will be calculated on a rolling four (4) quarter basis.

(c) The Borrower hereby covenants and acknowledges that so long as any of the Indebtedness remains outstanding, it will maintain a "Debt Service Coverage Ratio" of EBITDA less Maintenance CAPEX divided by principal and Interest of (i) during the period commencing on the date of the Closing and ending on the date that is the one year anniversary of the Closing not less than 1.5 : 1.0, and (ii) during the period thereafter not less than 1.75 : 1.0. For purposes of calculation of the Debt Service Coverage Ratio, "Interest" means total interest paid on all interest bearing loans and leases of the Borrower and Guarantors, including for greater certainty all of the Senior Long Term Debt, on a consolidated basis. The Debt Service Coverage Ratio will be calculated on a rolling four (4) quarter basis.

(d) The Borrower hereby covenants and acknowledges that so long as any of the Indebtedness remains outstanding, it shall not incur unfunded capital expenditures greater than Two Million Dollars (\$2,000,000) in aggregate in any fiscal year without the Lender's prior written consent.

ARTICLE 6.00 - DEFAULT AND ENFORCEMENT

6.1 Events of Default

Each and every of the following shall be an Event of Default under this Agreement:

- (a) if the Borrower makes any default in payment of the principal and/or interest owing as Indebtedness or as Senior Long Term Debt as and when the same becomes due under any provision hereof and fails to cure such Default within five (5) days of the due date of such payment;
- (b) if the Borrower or any Guarantor shall neglect to carry out or observe any covenant or condition (other than those relating to the payment of principal and interest as set forth in 6.1(a)) or if the Borrower or, any Guarantor shall neglect to carry out or observe any covenant or condition under the Security or any "Security" (as that term is defined in the First Lien Loan Agreement) delivered in support of the First Lien Loan Agreement, and fails to cure such Default within thirty (30) days from the date of occurrence of such Default;
- (c) if the Borrower or any Guarantor ceases, or threatens to cease, carrying on its business or if a petition shall be filed, an order shall be made or a resolution be passed for the winding-up or liquidation of the Borrower or any Guarantor, or the auditor at any time issues an audit report expressing a "going concern" qualification with respect to the Borrower or any Guarantor;
- (d) if the Borrower or any Guarantor shall become insolvent, or shall make a bulk sale of its assets (other than a bulk sale of assets among the Borrower and Guarantor or among Guarantors after which bulk sale of assets the Lender has the same priority of security interest over the assets as prior to the bulk sale of such assets, being a first-ranking security interest in all of the assets of each of the Obligors subject only to Permitted Encumbrances), a general assignment for the benefit of its creditors, a proposal under the *Bankruptcy and Insolvency Act* (Canada), or if a bankruptcy petition shall be filed or presented with respect to the Borrower or any Guarantor and with respect to such proceeding instituted against it, such is not removed or discharged or unstayed prior to the legal effect of such process, or if a custodian, sequestrator, receiver, receiver and manager, or any other officer with similar powers shall be appointed of its properties, or any part thereof of the Borrower or any Guarantor which is, in the opinion of the Lender, a substantial part thereof;
- (e) if any proceedings respecting the Borrower or any Guarantor are commenced by or against the Borrower or the Guarantor under the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), or any legislation or other provision of law providing for similar effect;
- (f) if an encumbrancer shall take possession of the property of the Borrower or any part thereof which is, in the opinion of the Lender, a substantial part thereof, or if a distress or execution or any similar process be levied or enforced there against the Borrower, and such remains unsatisfied for such period as would permit such property or such part thereof which is, in the opinion of the Lender, a substantial

part to be sold or seized thereunder and such property is not released or proceedings stayed prior to the date on which such possession becomes legally effective;

- (g) if a default shall occur under any obligation of the Borrower to repay borrowed money or interest thereon to any person which is outstanding in an aggregate amount exceeding Five Hundred Thousand Dollars (\$500,000) and such default is not waived or rectified within the period provided for rectification in any governing agreement;
- (h) if any of the representations and warranties contained herein or in any of the Security shall prove to have been false or misleading in any material respect from time to time;
- (i) if, without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed, there is a Change in Control; or
- (j) if the Borrower or any Guarantor purports to assign any Loan Document without the prior written consent of the Lender.

6.2 **Acceleration on Event of Default**

Upon the occurrence of an Event of Default, the Lender may, in addition to any other rights or remedies provided for herein, in the Security, at law, or in equity, by written notice to the Borrower, declare the Indebtedness and the Accelerated Amounts to be immediately due and payable, and the same shall forthwith become immediately due and payable, and the Borrower shall forthwith pay to the Lender the Indebtedness. For greater certainty, the Lender shall be entitled to the Accelerated Amounts upon the occurrence of an Event of Default.

6.3 **Waiver of Default**

The Lender may at any time waive in writing any Default or Event of Default which may have occurred, provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the rights or remedies resulting therefrom. No delay or failure by the Lender to exercise any right or remedy hereunder shall impair any such right or remedy, or shall be construed to be a waiver of any Event of Default hereunder or under the Security, or acquiescence therein.

6.4 **Indebtedness Due Under Security**

An Event of Default hereunder shall also be a default under each Security instrument and vice versa.

6.5 **Remedies Cumulative**

Each of the remedies available to the Lender is a separate remedy and in no way is a limitation on any one or more of the other remedies otherwise available to the Lender. The rights and remedies herein expressly specified or in the Security are cumulative and not exclusive. The Lender may, in its sole discretion, exercise any and all rights, powers, remedies and recourses available herein or in the Security, or any other remedy available to it, and such

rights, powers, remedies and recourses may be exercised concurrently or individually without the necessity of any election.

ARTICLE 7.00 - ENFORCEMENT OF SECURITY

7.1 Remedies

Whenever the Security has become enforceable, but subject to the provisions hereof:

- (a) The Lender may proceed to enforce its rights by any action, suit, remedy or proceeding authorized or permitted by law or by equity, and may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have its claims lodged in any bankruptcy, winding-up or other judicial proceeding relative to the Borrower and any Guarantor;
- (b) The Lender may enter into and upon and take possession of all or any part of the Mortgaged Property, with full power to carry on, manage and conduct the business and operations of the Borrower, including the power to borrow monies or advance its own monies for the purpose of such business operations, the maintenance and preservation of the Mortgaged Property or any part thereof, the payment of taxes, wages and other charges ranking in priority to the Indebtedness and operating expenses. The Lender shall specifically have the right to exercise the rights and remedies of the Borrower under any joint venture, limited partnership, trust or equivalent agreement or arrangement. The monies so borrowed or advanced shall be repaid by the Borrower on demand and until repaid with interest thereon at the rate per annum provided in section 3.7 hereunder calculated monthly, in arrears, shall form a charge upon the Mortgaged Property in priority to the Indebtedness and shall be secured by the Security. The Lender shall have the right to demand and to receive the revenues, incomes, issues and profits of the Mortgaged Property and to pay therefrom all of its expenses, charges and advances in carrying on the business operations or otherwise, of the Borrower, and the payment of all taxes, assessments and other charges against the Mortgaged Property ranking in priority to the Indebtedness, or payment of which may be necessary to preserve the Mortgaged Property, and to apply the remainder of the monies so received in accordance with the provisions hereof;
- (c) The Lender may, either after entry as provided herein, or without any entry, and with or without possession or control of the Mortgaged Property sell and dispose of all the Mortgaged Property, either as a whole or in separate parcels at public auction, by tender, or by private contract at such time and on such terms and conditions, having first given such notice of the time and place of such sale, as it may think proper. The Lender may make such sale whether by auction, tender or private contract, either for cash, upon credit, or in exchange for bonds, mortgages, stocks or other securities of another corporation, or partly for one and partly for the other upon such reasonable conditions as to terms of payment as it may deem proper, and upon any such sale, shall be obliged to account to the Borrower and any Guarantor only in relation to monies actually received and only at the time of receipt. It shall be lawful for the Lender to rescind or vary any contract of sale that may have been entered into, and resell with or under any of

the powers conferred herein, to adjourn any such sale from time to time, and to execute and deliver to the purchaser or purchasers of the said property, or any part thereof, good and sufficient deed or deeds for the same, the Lender being hereby irrevocably constituted an attorney of the Borrower and each Guarantor for the purpose thereof, any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Borrower and each Guarantor and its assigns and all other persons claiming the said property or any part or parcel thereof, by, from, through, or under the Borrower and each Guarantor or its assigns, and the proceeds of any such sale shall be distributed in the manner hereinafter provided; and

- (d) The Lender or any agent or representative thereof, may become the purchaser at any sale of the Mortgaged Property whether made under the power of sale herein contained, pursuant to foreclosure, or other judicial proceedings.

7.2 **Remedies Not Exclusive**

No remedy for the enforcement of the rights of the Lender shall be exclusive of, or depend on, any other remedy, but any one or more remedies may from time to time be exercised independently or in combination.

7.3 **Remedies Not Prejudiced by Delay**

No delay or omission of the Lender to exercise any remedy shall impair any such remedy, or shall be construed to be a waiver of any Event of Default hereunder or under the Security, or acquiescence therein.

7.4 **Yield Possession**

Upon the occurrence of an Event of Default which is continuing, the Borrower and each Guarantor shall yield possession of the Mortgaged Property and the conduct of its business in connection therewith to the Lender and agrees to put no obstacles in the way of, but to facilitate by all legal means, the actions of the Lender hereunder, and not to interfere with the carrying out of the powers hereby granted to it. The Borrower and each Guarantor shall forthwith, by and through its officers and directors, at any time upon the occurrence of an Event of Default which is continuing, and request in writing by the Lender execute such documents and transfers as may be necessary to place the Lender in legal possession of the Mortgaged Property and its business in connection therewith, and thereupon all the powers and functions, rights and privileges of each and every of its directors and officers shall cease and determine solely with respect to the possession of the Mortgaged Property, unless specifically continued in writing by the Lender, or unless the property shall have been restored to the Borrower and each Guarantor.

7.5 **Lender Entitled to Perform Covenants**

Upon the occurrence of an Event of Default which is continuing, the Lender may, in its discretion, perform any of the covenants of the Borrower or any Guarantor capable of being performed by the Lender, and if any such covenant requires the payment or expenditure of money, the Lender may make payments or expenditure with its own funds, or with money borrowed by or advanced to it for such purpose, but shall be under no obligation to do so, and all sums so expended or advanced shall be at once payable by the Borrower on demand, shall

bear interest at the applicable rate set out in Section 3.7 plus two per cent (2%) per annum, calculated and payable monthly, in arrears, until paid, and shall be payable out of any funds coming into the possession of the Lender in priority to the Indebtedness, but no such performance or payment shall be deemed to relieve the Borrower or any Guarantor from any Event of Default hereunder.

7.6 **The Lender as Lender and Power of Attorney**

Upon the occurrence of an Event of Default which is continuing, and written notification by the Lender, the Borrower hereby irrevocably appoints the Lender to be its attorney, and in its name and on its behalf, to execute and carry out any deeds, documents, transfers, conveyances, assignments, assurances, consents and things which the Borrower ought to, or may, sign, execute and do hereunder, and generally to use its name in the exercise of all or any of the powers hereby conferred on the Lender, with full power of substitution and revocation. In the exercise of all of its rights hereunder, the Lender shall be, so far as concerns responsibility for its action or inaction, the agent of the Borrower.

7.7 **For the Protection of the Lender**

In realizing upon the Mortgaged Property, the Lender shall not be responsible for any loss occasioned by any demand, collection, enforcement, sale or other realization thereof, or the failure to, or delay in, demand, collect, enforce or sell any portion, and the Lender shall not be bound to protect the Mortgaged Property from depreciating in value. Upon any sale or realization of the Mortgaged Property by way of public auction, the Lender may become purchaser free from any right or equity of redemption, which right or equity is expressly waived by the Borrower, Guarantor and the Lender may, in paying the purchase price, apply so much of the obligations of the Borrower and any Guarantor hereunder on account of the purchase price as may be necessary for such purpose.

7.8 **Charges for Late Payment**

Notwithstanding any waiver or enforcement of an Event of Default hereunder, the Borrower acknowledges that the Lender shall be paid interest on overdue interest at the applicable rate set out in section 3.7 and the sum of Two Hundred and Fifty Dollars (\$250) in each instance, to compensate for costs, penalties or expenses caused to the Lender arising as a result of any payment made after its due date hereunder.

ARTICLE 8.00 - APPLICATION OF FUNDS

8.1 **Appointment of Receiver**

If the Security shall become enforceable, the Lender may appoint a receiver, manager, or receiver and manager of the Borrower, and/or Mortgaged Property, or any part thereof (hereinafter called the "**Receiver**"), and may remove any Receiver so appointed and appoint another in his stead, and the following provisions shall take effect:

- (a) such appointment may be made at any time after the Security shall have become enforceable and either before or after the Lender shall have entered into or taken possession of the Mortgaged Property or any part thereof, but such appointment may be revoked upon the direction in writing of the Lender;

- (b) every such Receiver shall be vested with all or any of the powers and discretions of the Lender;
- (c) such Receiver may carry on the business of the Borrower or any part thereof, and may exercise all the powers conferred upon the Lender hereby;
- (d) the Lender may from time to time fix the remuneration of every such Receiver, which remuneration shall be reasonable, and direct the payment thereof out of the Mortgaged Property or the proceeds thereof in priority to payment of the Indebtedness;
- (e) the Lender may from time to time require any such Receiver to give security for the performance of his duties, and may fix the nature and amount thereof, but shall not be bound to require such security;
- (f) every such Receiver may, with the consent in writing of the Lender, borrow money for the purpose of carrying on the business of the Borrower, for the maintenance of the Mortgaged Property or any part or parts thereof, or for any other purposes approved by the Lender, and may issue security on the Mortgaged Property in priority to the Security and in the amounts from time to time required to carry out the duties of the Receiver appointed hereunder, which shall bear interest as shall be reasonably determined by the Receiver;
- (g) save so far as otherwise directed by the Lender, all monies from time to time received by such Receiver shall be paid over to the Lender; and
- (h) every such Receiver shall so far as concerns responsibility for his acts and omissions in exercising all or any of the powers and discretions conferred upon him hereunder, be deemed the agent of the Borrower and not of the Lender and the Lender shall not be responsible for any act or default of any Receiver.

8.2 **Application of Funds**

Except as otherwise herein provided, the monies arising from any enforcement of the Security shall be applied as follows:

- (a) firstly, in payment of, or reimbursement to the Lender of, the expenses, disbursements, Accelerated Amounts, and advances of the Lender (including the fees and expenses of any Receiver, agent or representative appointed pursuant hereto or under the Security and any legal fees with respect thereto, on a solicitor and client basis) incurred or made in connection with the enforcement of this Agreement or the realization of the Security;
- (b) secondly, in payment of interest on overdue interest, interest and principal included in the Indebtedness, in that order of priority, and in the case of accrued and unpaid interest in reverse order of maturity; and
- (c) the surplus, if any, shall be paid to the Borrower or its assigns.

8.3 Deficiency

If the monies received by the Lender or any Receiver are insufficient to repay to the Lender all monies due to it, the Borrower shall forthwith pay or cause to be paid to the Lender such deficiency.

ARTICLE 9.00 – NOTICES

9.1 Any demand or notice to be given by any party hereto to any other party shall be in writing and may be given by personal delivery, or except during any period when postal service is interrupted, by prepaid registered mail or by telecopy or by other means of instantaneous transmission (such as e-mail) that produces a permanent copy ("**other communication**") addressed as follows:

(a) to the Borrower or any Guarantor at: 2717 Joseph Howe Drive
Halifax, Nova Scotia
B3J 2T2

Attention: President, with a copy to the Chief Financial Officer

Telecopy No.: (902) 426-1164

(b) to the Lender at: 70 University Avenue
Suite 1200
Toronto, Ontario
M5J 2M4

Attention: Doug Zinkiewich/Brian Ko

Telecopy No.: (416) 367-2594

and if given by registered mail shall be deemed to have been received by the party to whom it was addressed on the date falling four (4) Business Days following the date upon which it has been deposited in the post office with postage and cost of registration prepaid, and if personally delivered or transmitted electronically it shall be deemed to be received on the date of delivery or transmission, as the case may be, except notices delivered or transmitted after 5:00pm (Halifax time) shall be deemed to have been received on the next Business Day. Provided that any of the above-named parties may change the address designated from time to time, by notice in writing to the other party hereto.

[Next page is the Signing Page]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND V LP,
by its General Partner Integrated Private Debt
Fund GP Inc.

Per: _____
Name: Doug Zinkiewich
Title: *ASO*

Per: _____
Name: Brian Ko
Title: *ASO*

G.W.D. INVESTMENTS LIMITED

Per: _____
Name: _____
Title: _____

BOUNTY PRINT LIMITED

Per: _____
Name: _____
Title: _____

THE HALIFAX HERALD LIMITED

Per: _____
Name: _____
Trustee

SARAH A. DENNIS FAMILY TRUST (2009)

Per: _____
Name: _____
Title: Trustee

WITNESS: _____
Name: _____

SALTWIRE NETWORK INC.

Per: _____
Name: _____
Title: _____

BRACE CAPITAL LIMITED

Per: _____
Name: _____
Title: _____

BRACE HOLDINGS LIMITED

Per: _____
Name: _____
Title: _____

**THE MARK LEVER FAMILY TRUST
(2017)**

Per: _____
Name: _____
Title: Trustee

SARAH A. DENNIS

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND V LP,
by its General Partner Integrated Private Debt
Fund GP Inc.

SALTWIRE NETWORK INC.

Per: _____
Name: Doug Zinkewich
Title:

Per: 
Name: Mark Lever
Title: President

Per: _____
Name: Brian Ko
Title:

G.W.D. INVESTMENTS LIMITED


BRACE CAPITAL LIMITED

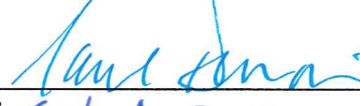
Per: 
Name: Sarah A. Dennis
Title: President

Per: 
Name: Mark Lever
Title: Chairman


BOUNTY PRINT LIMITED

BRACE HOLDINGS LIMITED

Per: 
Name: Sarah A. Dennis
Title: Secretary

Per: 
Name: Sarah A. Dennis
Title: President


THE HALIFAX HERALD LIMITED

Per: 
Name: Sarah A. Dennis
Trustee Title: Chairman & Publisher

SARAH A. DENNIS FAMILY TRUST (2009)

THE MARK LEVER FAMILY TRUST (2017)

Per: 
Name: Sarah A. Dennis
Title: Trustee

Per: 
Name: Mark Lever
Title: Trustee

WITNESS: 
Name: **Kyle S. Hartlen**


SARAH A. DENNIS

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "R" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



HERALD LOAN & SECURITY DOCUMENTS

1. The Herald Loan Agreement, as amended;
2. Collateral mortgage between Herald and Fund III dated July 18, 2012, as amended pursuant to a mortgage amending agreement dated April 6, 2022, over the following owned property of Herald;

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

3. General Security Agreement between Herald and Fund III dated July 19, 2012;
4. General Security Agreement between Brace Capital and Fund III dated July 19, 2012;
5. Trademark Security Agreement between Herald and Fund III dated July 19, 2012;
6. Trademark Security Agreement between Brace Capital and Fund III dated July 19, 2012;
7. Guarantee/Pledge Agreement between GWD and Fund III dated July 19, 2012, as amended;
8. Guarantee Agreement between Brace Capital and Fund III dated July 19, 2012;
9. Guarantee/Pledge Agreement between Dennis and Fund III dated July 19, 2012, as amended;
10. Guarantee/Pledge Agreement by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
11. General Security Agreement between SaltWire and Fund III dated April 12, 2017;
12. Guarantee Agreement between SaltWire and Fund III dated April 12, 2017;
13. General Security Agreement between Headline and Fund III dated January 1, 2018;
14. Trademark Security Agreement between Headline and Fund III dated January 1, 2018;
15. Guarantee Agreement between Headline and Fund III dated January 1, 2018;
16. Amended and Restated Guarantee/Pledge Agreement between Brace Holdings and Fund III dated January 1, 2018;
17. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis (limited to pledged shares of Brace Holdings);
18. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis Trust (limited to pledged shares of Brace Holdings and GWD);
19. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Lever Trust (limited to pledged shares of Brace Holdings);
20. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Brace Holdings (limited to pledged shares of Brace Capital, Herald and Saltwire)
21. General Security Agreement between Titan and Fund III dated September 16, 2022;
22. Guarantee Agreement between Titan and Fund III dated September 16, 2022; and
23. Share Pledge Agreement between Brace Capital and Fund III dated September 16, 2022.

SALTWIRE LOAN & SECURITY DOCUMENTS

1. The SaltWire Loan Agreement, as amended;
2. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
3. General Security Agreement between Herald and Fund V dated April 12, 2017;
4. General Security Agreement between Brace Capital and Fund V dated April 12, 2017;
5. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
6. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
7. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;
8. Guarantee by Herald in favour of Fund V dated April 12, 2017;
9. Guarantee by Brace Capital in favour of Fund V dated April 12, 2017;
10. Guarantee/Pledge by Dennis dated April 12, 2017;
11. Guarantee/Pledge by Dennis Trust dated April 12, 2017;
12. Guarantee/Pledge by Lever Trust dated April 12, 2017;
13. Guarantee/Pledge by GWD dated April 12, 2017;
14. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
15. Share Pledge Agreement by Brace Capital in favour of Fund V dated April 12, 2017;
16. Collateral Mortgage over the following owned real property of SaltWire

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

17. Guarantee by Headline in favour of Fund V in dated January 1, 2018;
18. General Security Agreement between Headline and Fund V dated January 1, 2018
19. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
20. Amended and Restated Guarantee/Pledge by Brace Holdings in favour of Fund V dated January 1, 2018;
21. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis (limited to pledge shares of Brace Holdings);
22. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis Trust (limited to pledge shares of Brace Holdings and GWD);
23. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Lever Trust (limited to pledge shares of Brace Holdings);
24. General Security Agreement between Titan and Fund V dated September 16, 2022;
25. Guarantee by Titan in favour of Fund V dated September 16, 2022; and
26. Share Pledge Agreement by Brace Capital in favour of Fund V dated September 16, 2022;

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "S" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



FORBEARANCE AGREEMENT

THIS AGREEMENT is made as of the 28th of February, 2019, to be effective as of January 15, 2019.

BETWEEN:

INTEGRATED PRIVATE DEBT FUND III LP, by its sole general partner INTEGRATED PRIVATE DEBT FUND GP INC. (“Fund III”)

and

INTEGRATED PRIVATE DEBT FUND V LP, by its sole general partner INTEGRATED PRIVATE DEBT FUND GP INC. (“Fund V” and together with Fund III, the “Lenders”)

and

THE HALIFAX HERALD LIMITED (the “Herald”)

and

SALTWIRE NETWORK INC. (“SaltWire”, and together with the Herald the “Borrowers”)

and

**G.W.D. INVESTMENTS LIMITED (“GWD”)
BOUNTY PRINT LIMITED (“Bounty”)
BRACE CAPITAL LIMITED (“Brace”)
THE MARK LEVER FAMILY TRUST 2017 (“Lever Trust”)
SARAH DENNIS (“Dennis”)
SARAH A. DENNIS FAMILY TRUST 2009 (“Dennis Trust”)
BRACE HOLDINGS LIMITED (“Holdings”)
HEADLINE PROMOTIONAL PRODUCTS LIMITED (“Headline”)**

(each individually called a “**Guarantor**”, collectively called the “**Guarantors**”, and together with the Borrowers, the “**Obligors**”)

RECITALS:

A. Fund III has made available certain credit facilities to the Herald under a loan agreement dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**Herald Loan Agreement**”).

B. Fund V has made available certain credit facilities to SaltWire under a loan agreement dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**SaltWire Loan Agreement**” and together with the Herald Loan Agreement, the “**Loan Agreements**”).

C. Pursuant to the terms of the Herald Loan Agreement, the Obligors have executed and delivered to Fund III the documents listed in Schedule A (HERALD LOAN & Security) (the “**Herald Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund III that may be outstanding from time to time (the “**Herald Loan Obligations**”).

D. Pursuant to the terms of the SaltWire Loan Agreement, the Obligors have executed and delivered to Fund V the documents listed in Schedule A (HERALD LOAN & Security) (the “**SaltWire Security**”, and together with the Herald Security, the “**Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund V that may be outstanding from time to time (the “**SaltWire Loan Obligations**” and together with the Herald Loan Obligations, the “**Obligations**”).

E. The Herald is indebted to Fund III in the amount of \$10,660,677.20 inclusive of interest to the date hereof (the “**Herald Indebtedness**”).

F. SaltWire is indebted to Fund V in the amount of \$31,103,484.00 inclusive of interest to the date hereof (the “**SaltWire Indebtedness**”).

G. The Guarantors (and the Herald in regards to the SaltWire Loan Obligations and SaltWire in regards to the Herald Loan Obligations) guaranteed the Obligations pursuant to the applicable guarantees set out in Schedule A and Schedule A.

H. The Obligors are in default under the Loan Agreements and the Security.

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this Agreement, in addition to the terms defined above, the following definitions apply:

“**Bankruptcy Event**” means, relating to any Obligor, that

- (a) it fails to pay or perform its obligations generally as they become due or admits its inability to pay its debts generally,
- (b) it is an insolvent person or commits or threatens to commit an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada),
- (c) a Bankruptcy Proceeding (excluding any Bankruptcy Proceeding instituted against the Obligor that it is contesting in good faith by appropriate proceedings so long as enforcement remains stayed, none of the relief sought is granted (either on an interim or permanent basis), and the Bankruptcy Proceeding is dismissed within 30 days of its commencement), or
- (d) it takes any action to authorize any of the actions set forth in this definition.

“**Bankruptcy Proceeding**” means, relating to any Obligor, the commencement of any proceeding or the taking of any step, whether voluntary or involuntary or whether instituted by or against that it, under the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), or any other similar legislation of any jurisdiction seeking any of the following or resulting, by operation of law, in the bankruptcy of that Person:

- (a) any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, or other similar relief in respect of any or all of any Obligor's obligations,
- (b) the winding up, liquidation, or dissolution of any Obligor or all or any part of its businesses, undertaking, properties, and assets,
- (c) any order declaring, finding, or adjudging any Obligor insolvent or bankrupt, or
- (d) the appointment (provisional, interim, or permanent) of any receiver, receiver and manager, trustee, monitor, custodian, liquidator, or other Person with similar powers.

"Business Day" means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.

"Default" means if

- (a) any Obligor defaults in the performance of any obligation under this Agreement, the Loan Agreement, or the Security,
- (b) any representation or warranty made by any Obligor in this Agreement, either of the Loan Agreements, the Security or in any certificate or other document at any time delivered to the Lenders pursuant thereto was incorrect or misleading in any material respect,
- (c) any Obligor denies its obligations under this Agreement, either of the Loan Agreements, or the Security, or claims that any of them is invalid in whole or in part,
- (d) any default by any Obligor in the payment or performance of any of its Obligations,
- (e) a Bankruptcy Event occurs relating to any Obligor, or
- (f) any Obligor takes any corporate or other action to authorize, or in furtherance of, any of the circumstances listed above.

"Forbearance Period" means the period from the execution and delivery by the Obligors of this Agreement and ending upon the earlier of

- (a) the close of business on June 30, 2019 unless extended by the Lenders under section 6.01; and
- (b) termination of the period by the Lenders in accordance with the terms of this Agreement.

"Governmental Authority" means (a) the government of Canada or any other nation, whether federal, provincial, state, municipal, local, or other government or public department, (b) any central bank, court, tribunal, arbitral body, regulatory body (including any stock exchange), commission (including any securities commission), board, bureau, agency, authority, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, any of the foregoing, and (c) any subdivision of any of the foregoing.

“Limited Guarantor” means an Obligor that is only required to have provided a Limited Recourse Guarantee and Pledge Agreement pursuant to the terms of the Loan Agreements or either of them.

“Notice” means any notice, request, direction, or other document that a party can or must make or give under this Agreement.

“Person” includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the Loan Agreements.

1.02 Currency

Unless specified otherwise, all dollar amounts expressed in this Agreement refer to Canadian currency.

1.03 Headings

The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

1.04 Internal references

References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement.

1.05 Number and gender

Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

1.06 Calculation of time

In this Agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Eastern Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. Eastern Time on the next Business Day.

1.07 Construction of terms

The parties have each participated in settling the terms of this Agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this Agreement.

ARTICLE 2 FORBEARANCE

2.01 Forbearance Period

Except as otherwise specifically provided in this Agreement, during the Forbearance Period the Lenders shall refrain from further enforcing their rights and remedies under the Loan Agreements and the Security. Following the Forbearance Period, the Lenders will have no obligations under this Agreement.

2.02 Interest Only Payment Period

- (a) Notwithstanding Schedule "H" (Repayment Schedule) of the Herald Loan Agreement, the Herald shall be required to make interest payments only from the date of this Agreement until June 30, 2019, at which time the Repayment Schedule set out in Schedule "H" of the Herald Loan Agreement will resume. For certainty, from the date of this Agreement, payments under the Herald Loan Agreement shall be made in accordance with the repayment schedule attached hereto as Schedule A (Herald Forbearance Repayment Schedule) until Notice is provided by Fund III that Schedule "H" of the Herald Loan Agreement shall resume.
- (b) Notwithstanding Schedule "H" (Repayment Schedule) of the SaltWire Loan Agreement, SaltWire shall be required to make interest payments only from the date of this Agreement until June 30, 2019, at which time the Repayment Schedule set out in Schedule "H" of the SaltWire Loan Agreement will resume. For certainty, from the date of this Agreement, payments under the SaltWire Loan Agreement shall be made in accordance with the repayment schedule attached hereto as Schedule A (SaltWire Forbearance Repayment Schedule) until Notice is provided by Fund V that Schedule "H" of the SaltWire Loan Agreement shall resume.

ARTICLE 3 OBLIGORS' REPRESENTATIONS AND WARRANTIES

Each Obligor jointly and severally represents and warrants to the Lenders that each of the representations and warranties contained in Article 2.00 of each of the Loan Agreements are true and correct as of the date hereof. Each Obligor further jointly and severally represents and warrants to the Lenders as follows, acknowledging that the Lenders are relying on these representations and warranties:

3.01 Existence

If it is a corporation, it is a corporation incorporated and existing under the laws of the jurisdiction of its incorporation.

3.02 Power and capacity

If it is a corporation, it has the corporate power and capacity to carry on business, to own properties and assets, and to execute, deliver, and perform its obligations under this Agreement.

3.03 Authorization

If it is a corporation, it has taken all necessary corporate action to authorize its execution and delivery of, and the performance of its obligations under, this Agreement.

3.04 Execution and delivery

It has duly executed and delivered this Agreement.

3.05 Enforceability

This Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms.

3.06 No breach

The execution, delivery, and performance of its obligations under this Agreement do not and will not breach or result in a default under

- (a) if applicable, its memorandum of association, articles of association, by-laws, or any shareholders agreement to which it is a party,
- (b) any law to which it is subject,
- (c) any judgment, order, or decree of any court, agency, tribunal, arbitrator, or other authority to which it is subject, or
- (d) any agreement to which it is a party or by which it is bound.

3.07 No regulatory approvals required

It is not required to obtain any action, approval, authorization, consent, or order of, or make any filing, registration, qualification, or recording with, any Governmental Authority or any other Person in connection with the execution or delivery of, or the performance of its obligations under, this Agreement

3.08 Permits and other authorizations

It holds all necessary permits and other authorizations necessary to own, lease, and operate its properties and to conduct its business as it is now carried on.

3.09 Bankruptcy, etc.

No proceedings have been taken or authorized by it or, to its knowledge, by any other Person relating to its bankruptcy, insolvency, liquidation, dissolution, or winding up.

3.10 Books and records, etc.

It has disclosed to the Lenders all information relating to the Obligors and their respective businesses, assets, and financial condition to the date of this Agreement that may be relevant. All of the books and records of the Obligors provided as of the date of this Agreement are true and complete in all respects.

3.11 No barrier to entering into this Agreement

It is not aware of any fact, event, circumstance, or condition relating to any other Obligor that may cause the Lenders not to enter into or accept any of the terms of this Agreement.

ARTICLE 4 OBLIGORS' COVENANTS

Until the payment and performance of all of the Obligations in full, each Obligor jointly and severally covenants with the Lenders to comply with each and every covenant contained in Article 5 of each of the Loan Agreements (each as amended) and as follows, acknowledging that the Lenders are relying on these covenants:

4.01 Real Property Sale

- (a) Notwithstanding section 5.2 (a) of each of the Loan Agreements SaltWire shall engage and enter into a listing agreement with a real estate brokerage

acceptable to the Lenders (the “**Agent**”), to list certain Real Property acceptable to the Lenders for sale including the properties listed in Schedule E attached hereto (the “**Sale Properties**”). The Agent shall be provided irrevocable authorization and direction to:

- (i) immediately provide copies of all offers to purchase the Sale Properties received by the Agent to the Lenders;
- (ii) freely communicate with the Lenders (without any restriction) and provide full disclosure of all aspects of the marketing process to the Lenders in a complete and timely manner; and
- (iii) direct that all net proceeds from any sale of Real Property be paid to Fund V.

Fund V may in its sole discretion direct and apply net proceeds of any sale of Sale Properties to reduce the SaltWire Indebtedness or as it otherwise sees fit, in its sole discretion.

- (b) SaltWire shall by no later than February 28, 2019 (the “**Sale Property Marketing Date**”), deliver to the Lenders copies of listing agreements with agents acceptable to the Lenders for each of the Sale Properties.
- (c) No less than monthly, commencing as of the Sale Property Marketing Date, and at any more frequent time as requested by the Lenders, SaltWire shall provide to the Lenders a reporting of the status of the sales and marketing of each of the Sale Properties.

4.02 Third Party Equity Investment

The Herald shall act in good faith to obtain additional equity investments in the Herald. The Lenders’ prior written consent shall be required for any issuance of shares or equity in the capital of any Obligor.

4.03 Management Equity Investment

The officers and directors of the Herald shall make an equity investment in the capital of the Herald for an aggregate purchase price of no less than \$200,000, which shall be made in installments in accordance with the following schedule:

- (i) \$50,000 on or before February 28, 2019;
- (ii) \$50,000 on or before March 31, 2019;
- (iii) \$50,000 on or before April 30, 2019; and
- (iv) \$50,000 on or before May 31, 2019.

The Lenders shall be satisfied that the Herald has received all proceeds of such investment by no later than May 31, 2019. The equity investment shall be made on terms satisfactory to the Lenders in their sole discretion and may be made by way of shareholder loans fully subordinated and postponed to the Obligations (and subject to a full standstill on payment) on terms satisfactory to the Lenders in their sole discretion. The Obligors shall cause the officers and directors to execute and deliver to the Lenders all such documents as the Lenders deem

necessary in connection with the subordination and postponement contemplated in this Section 4.03.

4.04 Access to Meetings

The Obligors shall provide access to any person designated by the Lenders to attend, as an observer, board, leadership and strategic meetings of the officers or directors of each of the Obligors (the "**Leadership Meetings**"). Each Obligor shall deliver to the Lenders all notices consents, minutes, documents and other information and materials that each Obligor sends to the officers or directors of the Obligors in connection with the Leadership Meetings at the same time such items are delivered to the officers or directors of the applicable Obligor. The Obligors shall make arrangements reasonably required to permit the Lenders' nominee to be present, or observe Leadership Meetings in person, or at the Lenders' option, by telephone or other electronic means. The Lenders' nominee shall be permitted to take notes at any Leadership Meeting.

4.05 Transcontinental Damages

SaltWire shall provide the Lenders with any formal settlement offer (an "**Offer**") received from Transcontinental Nova Scotia Media Inc. ("**TC**") in connection with (i) the purchase agreement between SaltWire and TC dated April 12, 2017 (the "**TC Purchase Agreement**") and (ii) the VTB promissory note issued by SaltWire to TC in connection with the TC Purchase Agreement (the "**VTB Promissory Note**"). No Offer shall be approved by SaltWire (or any other Obligor or agent or representative on behalf of any of the Obligors) without the Lenders' prior written consent. In the event an Offer acceptable to the Lenders is not received and accepted by SaltWire by March 31, 2019, SaltWire shall forthwith (i) bring a claim for breach of the TC Purchase Agreement and the VTB Promissory Note against TC in the Nova Scotia Supreme Court, which claim shall be in form and substance satisfactory to the Lenders, or (ii) take such alternate course of action as directed by the Lenders in their sole discretion.

4.06 Management Compensation

Notwithstanding section 5.2 (e) of each of the Loan Agreements, during the Forbearance Period no Obligor shall, directly or indirectly, make any payment to any director, officer or employee (i) for compensation for employment services or (ii) Corporate Distribution, in each case in excess of (x) ██████████ in aggregate to any one director, officer or employee of any Obligor, or (y) ██████████ in aggregate to all directors and officers of the Obligors.

4.07 Payment of all amounts when due

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid to the Lenders when due any and all amounts required by this Agreement, the Loan Agreements, or the Security.

4.08 Transparency

Each Obligor shall, at all times, keep the Lenders fully informed and advised of any and all communications and discussions with potential investors in, or purchasers of assets in, its business or assets.

4.09 Insurance

Each Obligor shall maintain in good standing all of its insurance policies as reasonably required by the Lenders under the Loan Agreements and the Security from time to time.

4.10 Inspections

Each Obligor shall:

- (a) permit the Lenders and their representatives at any time to inspect, and make copies and summaries of, its books of account, records, and documents, make any enquiries to verify any entries in its books of account, records, and documents; and
- (b) provide the Lenders with all reports that the Lenders may reasonably require (including reports on all relevant sales, purchases, receipts, deposits, payments, contracts, or agreements), and assist the Lenders with the preparation of any reports that the Lenders are required to make.

4.11 No transfer of assets

No Obligor shall transfer any asset to any Person except or specifically contemplated and permitted in accordance with the terms hereof. This covenant shall only apply to any Limited Guarantor in regards to the securities pledged in favour of the Lenders by such Limited Guarantor pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.12 No unauthorized payments

Except as specifically contemplated and permitted pursuant to the terms hereof, each Obligor (other than a Limited Guarantor) shall refrain from (i) declaring any dividends, (ii) making any capital expenditures, or (iii) selling, transferring, releasing, settling, assigning, or moving any of its property or assets. Each Obligor (other than a Limited Guarantor) shall also refrain from (x) making any purchases or payments outside the ordinary course of business, (y) incurring any expenses or liabilities outside the ordinary course of business, or (z) granting any bonuses or salary increases outside of the ordinary course of business in accordance with past practice of the Obligors (and in any event only in compliance with all applicable covenants under the Loan Agreements and the Security). Each Limited Guarantor shall refrain from selling, transferring, releasing, settling or assigning any of the securities pledged in favour of either of the Lenders pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.13 No material changes

No Obligor shall change its name, its jurisdiction of incorporation or location of chief executive office or its fiscal year or effect a material change in the nature and character of its business.

4.14 No loans, etc.

No Obligor shall make or provide the benefit of any loan, facility, guarantee, letter of credit, advance, or other financing or amount provided by either of the Lenders to or on behalf of any Obligor, whether before, on, or after the date of this Agreement, in favour of any Person.

4.15 No merger

- (a) No Obligor shall consolidate, amalgamate, or merge with any other Person.
- (b) No Obligor (other than a Limited Guarantor) shall:

- (i) acquire the shares of any Person outside of the ordinary course of its business, or
- (ii) invest in, lend money to, guarantee, provide any financial assistance, or assume the indebtedness of any Person otherwise than by way of credit or advances in the ordinary course of their business in respect of goods or services required or provided by them.

4.16 No change to share capital

No Obligor (other than a Limited Guarantor) shall:

- (a) increase, reduce, change, classify or reclassify its authorized or issued capital or, except as specifically contemplated and permitted pursuant to the terms of this Agreement, issue any additional shares thereof; or
- (b) purchase, redeem, acquire or retire any of its shares.

ARTICLE 5 OBLIGORS' ACKNOWLEDGEMENTS

Each Obligor acknowledges to the Lenders as follows:

5.01 Borrowers in default

Each of the Obligors acknowledge that each of the Borrowers is in default (and therefore, by implication, all of the Obligors are in default) under each of the Loan Agreements and the Security. The Lenders are entitled to exercise all of their rights and remedies under each of the Loan Agreements and the Security.

5.02 Security valid and enforceable

The Security is fully valid and enforceable by the Lenders against each party to the Security in accordance with its terms.

5.03 Lenders' reasonable notice

The Lenders have provided reasonable notice to each of the Obligors in respect of the exercise of their rights and remedies under each of the Loan Agreements and the Security.

5.04 Waiver of claims

To the extent permitted by law, each Obligor waives any defences and claims against each of the Lenders in connection with the exercise of their rights and remedies under this Agreement, the Loan Agreements, or the Security.

ARTICLE 6 TERMINATION OF FORBEARANCE PERIOD

6.01 Termination

In the Lenders' sole discretion, upon the occurrence of any Default at any time during the Forbearance Period or upon the expiry of the Forbearance Period, unless the Obligors have cured all defaults under each of the Loan Agreements to the Lenders' satisfaction, in their sole discretion:

- (a) all of the Obligations, including all of the Indebtedness and all other amounts payable under this Agreement and any amounts incurred or arising in connection with the Loan Agreements and the Security, will become immediately due and payable without Notice;
- (b) the Lenders may immediately exercise any rights or remedies available to them under the Loan Agreements and the Security, and each Obligor shall
 - (i) perform and make payment in full of all of their respective Obligations that remain outstanding at that time (including all the Indebtedness, together with accrued and accruing interest and related costs and expenses) without any further Notice, or
 - (ii) consent to the Lenders' immediate enforcement of all of the Security to which it is a party (including the appointment of a trustee in bankruptcy, the appointment of an agent, a receiver, a manager, or a receiver and manager, as the Lenders may see fit in their sole absolute discretion without any further Notice).

In the Lenders' sole and absolute discretion, the Forbearance Period may be extended for a period acceptable to the Lenders, provided that no extension will be granted unless the following conditions are met to the Lenders' satisfaction in their sole discretion:

- (c) The Obligors are in compliance with all covenants set out in Article 4 (or the Lenders are satisfied that the applicable Obligors are making all necessary efforts to be in compliance therewith and reporting to the Lenders to their satisfaction;
- (d) All representations and warranties set out in Article 3 remain true and correct in all respects; and
- (e) The Borrowers maintain, a combined "Total Funded Debt to EBITDA Ratio", as defined in the SaltWire Loan Agreement [but excluding the funds advanced to SaltWire pursuant to the VTB], of no greater than 11.3:1.0.

Each Obligor (other than a Limited Guarantor) consents to either of the Lenders assigning any Obligor into bankruptcy or consenting to the making of an interim or final receiving order against any Obligor.

ARTICLE 7 RIGHTS AND REMEDIES

7.01 Indemnity

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid, and shall indemnify each of the Lenders against, all reasonable costs incurred relating to:

- (a) any financing statements, financing change statements and notices of security interest filed relating to the Loan Agreements, the exercising of any or all of the Lenders' rights or remedies under this Agreement, the Loan Agreements, or the Security, the taking, recovering or possessing of any or all of the assets of the Obligors, and of any other proceedings taken for the purpose of enforcing the remedies provided in this Agreement, the Loan Agreements, or the Security or by reason of non-payment of the Obligations, including the appointment of an agent,

a receiver, a manager, or a receiver and manager (whether by court order or private appointment), and

- (b) all other reasonable fees included in the Obligations, as they accrue, with interest at an annual rate equal to the highest rate borne by any of the Obligations, payable on demand.

7.02 Survival

Article 3 (Obligors' Representations and Warranties) and Article 4 (Obligors' Covenants) and sections 7.01 (Indemnity), 9.09 (Governing law) and 9.10 (Submission to jurisdiction) survive the termination of this Agreement.

7.03 Remedies cumulative

The rights, remedies, and powers provided in this Agreement, either of the Loan Agreements, or the Security to a party are cumulative and in addition to, and are not exclusive of or in substitution for, any rights, remedies, and powers otherwise available to that party.

7.04 Non-merger

The rights, obligations, and representations and warranties under this Agreement, the Loan Agreements, or the Security will not merge upon the taking of a judgment or judgments relating to any of the Obligations.

7.05 Severability

The invalidity or unenforceability of any particular term of this Agreement will not affect or limit the validity or enforceability of the remaining terms.

7.06 Waiver

No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement, the Loan Agreements, or the Security is effective unless it is in writing and signed by the party granting the waiver. No waiver will extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived. No waiver will affect the exercise of any other rights or remedies under this Agreement, the Loan Agreements, or the Security. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

ARTICLE 8 RELEASE

8.01 Release

The Obligors jointly and severally release and discharge the Lenders and their respective directors, officers, employees, and agents, from and against all claims and demands that they may have against either of the Lenders arising up to the date of this Agreement out of any action or omission of either of the Lenders or for any other reason.

ARTICLE 9 GENERAL PROVISIONS

9.01 Entire agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter. This Agreement supersedes any previous agreements and discussions between the parties. There are no representations, covenants, or other terms other than those set forth in this Agreement.

9.02 Further assurances

Each party, upon receipt of Notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

9.03 Amendment

This Agreement may only be amended by a written document signed by each of the parties.

9.04 Conflict of terms

If there is any inconsistency between the terms of this Agreement and the terms of either of the Loan Agreements or the Security, the terms of this Agreement will prevail, provided that, to the extent that either this Agreement or the Loan Agreements or the Security are silent on a particular matter, the Loan Agreement, the Security, or this Agreement, as the case may be, will govern relating to that matter. The parties shall take any necessary steps to conform the inconsistent terms to the terms of this Agreement. For greater certainty, nothing herein affects or expands the limited recourse obligations of any Limited Guarantor as set out in the Limited Recourse Guarantee and Pledge Agreement granted by such Limited Guarantor.

9.05 Binding effect

This Agreement enures to the benefit of and binds the parties and their respective successors, and permitted assigns.

9.06 Assignment

This Agreement may not be assigned by any Obligor without the Lenders' prior written consent. The Lenders may assign this Agreement and may transfer the Security to any Person without any of the Obligors' prior written consent.

9.07 Notice

To be effective, a Notice must be in writing and delivered in accordance with Article 9.00 of the Loan Agreements.

9.08 Powers of Attorney

Each Obligor (subject to the limitations set forth in section 9.04) hereby constitutes and appoints each of the Lenders or either of them, with full power of substitution, as its attorney and agent, with full power and authority, in its name, place and stead, to make, execute, acknowledge, and deliver all documents necessary under this Agreement, the Loan Agreements, or the Security, to commence, continue, or defend any proceedings authorized to be taken under this Agreement the Loan Agreements, or the Security, and to generally to use the name of each

Obligor in the exercise of all or any of the powers conferred on the Lenders in this Agreement, the Loan Agreements, or the Security. This power of attorney is irrevocable and is a power coupled with an interest and is granted to secure the performance by each Obligor of its obligations under this Agreement, the Loan Agreements, or the Security. Each Obligor will be bound by any representations made by its attorney acting in good faith and without negligence under that power of attorney (provided that such representations have been made by it in this Agreement or otherwise in writing by it to its attorney), and each Obligor ratifies and hereby waives all defences that may be available to contest, negate, or disaffirm, all actions of its attorney taken in good faith and without negligence under this power of attorney.

9.09 Governing law

The laws of Nova Scotia and the laws of Canada applicable in Nova Scotia, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.

9.10 Submission to jurisdiction

The parties irrevocably attorn to the jurisdiction of the courts of Nova Scotia, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

9.11 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Agreement.

9.12 Effective date

This Agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

9.13 Receipt of copy

Each Obligor acknowledges having received a signed copy of this Agreement.


[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND III LP,
by its General Partner Integrated Private Debt
Fund GP Inc.

Per: 

Name: Brian Ko
ASO

Per: 

Name: P.S. Robson
ASO

THE HALIFAX HERALD LIMITED

Per: _____
Name: _____
Title: _____

G.W.D. INVESTMENTS LIMITED

Per: _____
Name: _____
Title: _____

BOUNTY PRINT LIMITED

Per: _____
Name: _____
Title: _____

HEADLINE PROMOTIONAL PRODUCTS LIMITED


Per: _____
Name: _____
Title: _____

SARAH A. DENNIS FAMILY TRUST (2009)

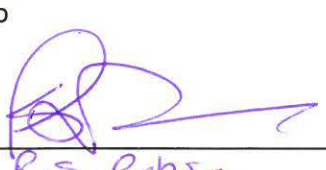
Per: _____
Name: _____
Title: Trustee

WITNESS: _____
Name: _____

INTEGRATED PRIVATE DEBT FUND V LP,
by its General Partner Integrated Private Debt
Fund GP Inc.

Per: 

Name: Brian Ko
ASO

Per: 

Name: P.S. Robson
ASO

SALTWIRE NETWORK INC.

Per: _____
Name: _____
Title: _____

BRACE CAPITAL LIMITED

Per: _____
Name: _____
Title: _____

BRACE HOLDINGS LIMITED

Per: _____
Name: _____
Title: _____

THE MARK LEVER FAMILY TRUST (2017)

Per: _____
Name: _____
Title: Trustee

SARAH A. DENNIS

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first above written.

INTEGRATED PRIVATE DEBT FUND III LP,
by its General Partner Integrated Private Debt
Fund GP Inc.

INTEGRATED PRIVATE DEBT FUND V LP,
by its General Partner Integrated Private Debt
Fund GP Inc.

Per: _____
Brian Ko
ASO

Per: _____
Brian Ko
ASO

Per: _____
Name: _____
ASO

Per: _____
Name: _____
ASO

THE HALIFAX HERALD LIMITED

SALTWIRE NETWORK INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

G.W.D. INVESTMENTS LIMITED

BRACE CAPITAL LIMITED

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

BOUNTY PRINT LIMITED

BRACE HOLDINGS LIMITED

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

HEADLINE PROMOTIONAL PRODUCTS LIMITED

Per: _____
Name: _____
Title: _____

SARAH A. DENNIS FAMILY TRUST (2009)

THE MARK LEVER FAMILY TRUST (2017)

Per: _____
Name: _____
Title: Trustee

Per: _____
Name: _____
Title: Trustee

WITNESS: _____
Name: _____

Per: _____
Name: _____
Title: Trustee
SARAH A. DENNIS

SCHEDULE A
HERALD LOAN & SECURITY DOCUMENTS

1. The Herald Loan Agreement, as amended;
2. Collateral mortgage between Borrower and Fund III dated July 18, 2012 over the following owned property of Herald;

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

3. Collateral mortgage between Brace Properties Limited and Fund III dated July 20, 2012 over the following owned property of Brace Properties Limited;

Province	Civic Address	Parcel Identification Number
Nova Scotia	88 College Street Antigonish	1228626 1228634

4. General security agreement between Borrower and Fund III dated July 19, 2012;
5. General security agreement between Brace Capital and Fund III dated July 19, 2012;
6. General security agreement between Bounty and Fund III dated July 19, 2012;
7. Trademark security agreement between Borrower and Fund III dated July 19, 2012;
8. Trademark security agreement between Brace Capital and Fund III dated July 19, 2012;
9. Trademark security agreement between Bounty and Fund III dated July 19, 2012;
10. Guarantee/Pledge agreement between GWD and Fund III dated July 19, 2012, as amended;
11. Guarantee agreement between Brace Capital and Fund III dated July 19, 2012;
12. Guarantee agreement between Bounty and Fund III dated July 19, 2012;
13. Guarantee/Pledge agreement between Dennis and Fund III dated July 19, 2012, as amended;
14. Share pledge agreement between Brace Capital and Fund III dated July 19, 2012, as amended;
15. Guarantee/Pledge by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
16. General security agreement between Saltwire and Fund III dated April 12, 2017;
17. Guarantee agreement between Saltwire and Fund III dated April 12, 2017;
18. Guarantee/Pledge agreement between Dennis Trust and Fund III dated April 12, 2017;
19. Guarantee/Pledge agreement between Lever Trust and Fund III dated April 12, 2017;
20. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated April 12, 2017;
21. Amended and restated guarantee/pledge agreement between Dennis and Fund III dated April 12, 2017;
22. General security agreement between Headline and Fund III dated January 1, 2018;
23. Trademark security agreement between Headline and Fund III dated January 1, 2018;
24. Guarantee between Headline and Fund III dated January 1, 2018; and

25. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated January 1, 2018.

SCHEDULE B

SALTWIRE LOAN & SECURITY DOCUMENTS

1. The Saltwire Loan Agreement, as amended;
2. General Security Agreement between Saltwire and Fund V dated April 12, 2017;
3. General Security Agreement between Herald and Fund V dated April 12, 2017;
4. General Security Agreement between Brace Capital and Fund V dated April 12, 2017;
5. General Security Agreement between Bounty and Fund V dated April 12, 2017;
6. Trademark Security Agreement between Saltwire and Fund V dated April 12, 2017;
7. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
8. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;
9. Trademark Security Agreement between Bounty and Fund V dated April 12, 2017;
10. Guarantee by Herald in favour of Fund V dated April 12, 2017;
11. Guarantee by Brace in favour of Fund V dated April 12, 2017;
12. Guarantee by Bounty in favour of Fund V dated April 12, 2017;
13. Guarantee/Pledge by Dennis dated April 12, 2017;
14. Guarantee/Pledge by Dennis Trust dated April 12, 2017;
15. Guarantee/Pledge by Lever Trust dated April 12, 2017;
16. Guarantee/Pledge by GWD dated April 12, 2017;
17. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
18. Securities Pledge Agreement by Brace Capital dated April 12, 2017;
19. Collateral Mortgage over the following owned real property of Saltwire

Province	Civic Address	Parcel Identification Number
Nova Scotia	2 Second Street, Yarmouth	90207978
	Yarmouth County	90288234
		90288242
		90288259
	6 Louise Street, Truro	20183158
	Colchester County	
	255 George Street, Sydney	15395890
	Cape Breton County	
164 Water Street, Shelburne	80145824	
Shelburne County		
352 East River Road, New Glasgow	00935221	
Pictou County	65217002	
	65217010	

		65217028
Prince Edward Island	165 Prince Street Charlottetown	342600 (comprised of Parcels 1,2,3 and 4)
Newfoundland & Labrador	106 West Street, Corner Brook	n/a
	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a
	10-12 North Street, St. Anthony	n/a

20. Guarantee by Headline in dated January 1, 2018;
21. General Security Agreement between Headline and Fund V dated January 1, 2018
22. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
23. Amended and Restated guarantee/pledge by Brace Holdings in favour of Fund V;

SCHEDULE C HERALD FORBEARANCE REPAYMENT SCHEDULE

Halifax Herald Limited

Account Number: IPD31213

Principal Amount: \$18,000,000.00

Interest Rate: 6.000%

Blended Payment \$236,545.74

PIK 0.500%

Valuation Date: 17-Jul-12

of Payments: 120

Amortization: 96

Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	Halifax Herald Limited MODIFIED DURATION CALCULATION		
						PV	PVMths.	\$ Years
79	15-Feb-19	53,303.39	53,303.39	-	10,660,677.20 x	\$35,944.79	\$ 2,839,638.42	\$ -
80	15-Mar-19	53,303.39	53,303.39	-	10,660,677.20	\$35,765.96	\$ 2,861,276.82	\$ -
81	15-Apr-19	53,303.39	53,303.39	-	10,660,677.20	\$35,588.02	\$ 2,882,629.63	\$ -
82	15-May-19	53,303.39	53,303.39	-	10,660,677.20	\$35,410.97	\$ 2,903,699.16	\$ -
83	15-Jun-19	53,303.39	53,303.39	-	10,660,677.20	\$35,234.79	\$ 2,924,487.68	\$ -

SCHEDULE D SALTWIRE FORBEARANCE REPAYMENT SCHEDULE

Saltwire Network Inc.

Account Number: IPD51716

Principal Amount: \$31,000,000.00

Valuation Date: 10-Apr-17

Interest Rate: 6.000%

of Payments: 96

Blended payment \$452,865.19

Amortization: 84

PIK 0.500%

Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	Saltwire Network Inc. MODIFIED DURATION CALCULATION		
						PV	PVMths.	\$ Years
22	15-Feb-19	158,499.95	158,499.95	0.00	31,103,484.16	\$142,028.59	\$ 3,124,628.95	\$ -
23	15-Mar-19	143,161.24	143,161.24	0.00	31,103,484.16	\$127,645.65	\$ 2,935,850.03	\$ -
24	15-Apr-19	158,499.95	158,499.95	0.00	31,103,484.16	\$140,618.88	\$ 3,374,853.22	\$ -
25	15-May-19	153,387.05	153,387.05	0.00	31,103,484.16	\$135,405.76	\$ 3,385,144.09	\$ -
26	15-Jun-19	158,499.95	158,499.95	0.00	31,103,484.16	\$139,223.17	\$ 3,619,802.47	\$ -

**SCHEDULE E
SALE PROPERTIES**

ID	ID	STREET ADDRESS	RECOMMENDED LIST PRICE	ANTICIPATED SALE PRICE	ESTIMATED DAYS ON MARKET
SALE-AND-LEASEBACK ARRANGEMENTS					
A		106 West Street, Corner Brook, NL	\$660,000	\$620,870	300
		Subtotal	\$660,000	\$620,870	300
'AS IS' SALES					
B		*6 Louise Street, Truro, NS	\$975,000	\$900,000	156
C		88 College Street, Antigonish, NS	\$450,000	\$400,000	165
D		255 George Street, Sydney, NS	\$2,400,000	\$2,200,000	378
E		*165 Prince Street, Charlottetown, PE	\$1,150,000	\$1,000,000	207
F		*400 Topsail Road, St. John's, NL	\$2,400,000	\$2,000,000	240
G		164 Water Street, Shelburne, NS	\$65,000	\$50,000	193
H		352 East River Road, New Glasgow, NS	\$330,000	\$290,000	110
I		10-12 North Street, St. Anthony, NL	\$90,000	\$80,000	365
		Subtotal	\$7,860,000	\$6,920,000	227
		TOTAL	\$8,520,000	\$7,540,870	<i>(Average)</i> 235

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "T" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



AMENDED AND RESTATED FORBEARANCE AGREEMENT

THIS AMENDED AND RESTATED FORBEARANCE AGREEMENT (this “**Agreement**”) is made as of the 2nd of October, 2019, to be effective as of June 30, 2019.

BETWEEN:

FIERA PRIVATE DEBT FUND III LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (“**Fund III**”)

and

FIERA PRIVATE DEBT FUND V LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (“**Fund V**” and together with Fund III, the “**Lenders**”)

and

THE HALIFAX HERALD LIMITED (the “**Herald**”)

and

SALTWIRE NETWORK INC. (“**SaltWire**”, and together with the Herald the “**Borrowers**”)

and

G.W.D. INVESTMENTS LIMITED (“**GWD**”)
BOUNTY PRINT LIMITED (“**Bounty**”)
BRACE CAPITAL LIMITED (“**Brace**”)
THE MARK LEVER FAMILY TRUST 2017 (“**Lever Trust**”)
SARAH DENNIS (“**Dennis**”)
SARAH A. DENNIS FAMILY TRUST 2009 (“**Dennis Trust**”)
BRACE HOLDINGS LIMITED (“**Holdings**”)
HEADLINE PROMOTIONAL PRODUCTS LIMITED (“**Headline**”)

(each individually called a “**Guarantor**”, collectively called the “**Guarantors**”, and together with the Borrowers, the “**Obligors**”)

RECITALS:

A. Fund III has made available certain credit facilities to the Herald under a loan agreement dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**Herald Loan Agreement**”).

B. Fund V has made available certain credit facilities to SaltWire under a loan agreement dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**SaltWire Loan Agreement**” and together with the Herald Loan Agreement, the “**Loan Agreements**”).

C. Pursuant to the terms of the Herald Loan Agreement, the Obligors have executed and delivered to Fund III the documents listed in Schedule A (HERALD LOAN & Security DOCUMENTS) (the “**Herald Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund III that may be outstanding from time to time (the “**Herald Loan Obligations**”).

D. Pursuant to the terms of the SaltWire Loan Agreement, the Obligors have executed and delivered to Fund V the documents listed in Schedule A (HERALD LOAN & Security DOCUMENTS) (the “**SaltWire Security**”, and together with the Herald Security, the “**Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund V that may be outstanding from time to time (the “**SaltWire Loan Obligations**” and together with the Herald Loan Obligations, the “**Obligations**”).

E. The Herald is indebted to Fund III in the amount of \$10,660,677.20 inclusive of interest to the date hereof (the “**Herald Indebtedness**”).

F. SaltWire is indebted to Fund V in the amount of \$31,103,484.16 inclusive of interest to the date hereof (the “**SaltWire Indebtedness**”).

G. The Guarantors (and the Herald in regards to the SaltWire Loan Obligations and SaltWire in regards to the Herald Loan Obligations) guaranteed the Obligations pursuant to the applicable guarantees set out in Schedule A and Schedule A.

H. The Obligors are in default under the Loan Agreements and the Security.

I. The Obligors and the Lenders entered into a forbearance agreement dated February 28, 2019 and effective as of January 15, 2019 (the “**Original Forbearance Agreement**”).

J. The Obligors and the Lenders are entering into this Agreement to amend and restate the Original Forbearance Agreement as provided herein.

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this Agreement, in addition to the terms defined above, the following definitions apply:

“**Bankruptcy Event**” means, relating to any Obligor, that

- (a) it fails to pay or perform its obligations generally as they become due or admits its inability to pay its debts generally,
- (b) it is an insolvent person or commits or threatens to commit an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act (Canada)*,
- (c) a Bankruptcy Proceeding (excluding any Bankruptcy Proceeding instituted against the Obligor that it is contesting in good faith by appropriate proceedings so long as enforcement remains stayed, none of the relief sought is granted (either on an interim or permanent basis), and the Bankruptcy Proceeding is dismissed within 30 days of its commencement), or
- (d) it takes any action to authorize any of the actions set forth in this definition.

“Bankruptcy Proceeding” means, relating to any Obligor, the commencement of any proceeding or the taking of any step, whether voluntary or involuntary or whether instituted by or against that it, under the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), or any other similar legislation of any jurisdiction seeking any of the following or resulting, by operation of law, in the bankruptcy of that Person:

- (a) any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, or other similar relief in respect of any or all of any Obligor’s obligations,
- (b) the winding up, liquidation, or dissolution of any Obligor or all or any part of its businesses, undertaking, properties, and assets,
- (c) any order declaring, finding, or adjudging any Obligor insolvent or bankrupt, or
- (d) the appointment (provisional, interim, or permanent) of any receiver, receiver and manager, trustee, monitor, custodian, liquidator, or other Person with similar powers.

“Business Day” means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.

“Default” means if

- (a) any Obligor defaults in the performance of any obligation under this Agreement, the Loan Agreement, or the Security,
- (b) any representation or warranty made by any Obligor in this Agreement, either of the Loan Agreements, the Security or in any certificate or other document at any time delivered to the Lenders pursuant thereto was incorrect or misleading in any material respect,
- (c) any Obligor denies its obligations under this Agreement, either of the Loan Agreements, or the Security, or claims that any of them is invalid in whole or in part,
- (d) any default by any Obligor in the payment or performance of any of its Obligations,
- (e) a Bankruptcy Event occurs relating to any Obligor, or
- (f) any Obligor takes any corporate or other action to authorize, or in furtherance of, any of the circumstances listed above.

“Forbearance Period” means the period from the execution and delivery by the Obligors of this Agreement and ending upon the earlier of

- (a) the close of business on February 15, 2020 unless extended by the Lenders under section 6.01; and
- (b) termination of the period by the Lenders in accordance with the terms of this Agreement.

“Governmental Authority” means (a) the government of Canada or any other nation, whether federal, provincial, state, municipal, local, or other government or public department, (b) any central bank, court, tribunal, arbitral body, regulatory body (including any stock exchange), commission (including any securities commission), board, bureau, agency, authority, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, any of the foregoing, and (c) any subdivision of any of the foregoing.

“Limited Guarantor” means an Obligor that is only required to have provided a Limited Recourse Guarantee and Pledge Agreement pursuant to the terms of the Loan Agreements or either of them.

“Notice” means any notice, request, direction, or other document that a party can or must make or give under this Agreement.

“Person” includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the Loan Agreements.

1.02 Currency

Unless specified otherwise, all dollar amounts expressed in this Agreement refer to Canadian currency.

1.03 Headings

The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

1.04 Internal references

References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement.

1.05 Number and gender

Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

1.06 Calculation of time

In this Agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Eastern Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. Eastern Time on the next Business Day.

1.07 Construction of terms

The parties have each participated in settling the terms of this Agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this Agreement.

ARTICLE 2 FORBEARANCE

2.01 Forbearance Period

Except as otherwise specifically provided in this Agreement, during the Forbearance Period the Lenders shall refrain from further enforcing their rights and remedies under the Loan Agreements and the Security. Following the Forbearance Period, the Lenders will have no obligations under this Agreement.

2.02 Interest Only Payment Period

- (a) Notwithstanding Schedule "H" (Repayment Schedule) of the Herald Loan Agreement, the Herald shall be required to make interest payments only in accordance with the repayment schedule attached hereto as Schedule A (Herald Forbearance Repayment Schedule) from the date of this Agreement until February 29, 2020, at which time the repayment schedule set out in Schedule "H" of the Herald Loan Agreement will resume.
- (b) Notwithstanding Schedule "H" (Repayment Schedule) of the SaltWire Loan Agreement, SaltWire shall be required to make interest payments only in accordance with the repayment schedule attached hereto as Schedule A (SaltWire Forbearance Repayment Schedule) from the date of this Agreement until February 29, 2020, at which time the repayment schedule set out in Schedule "H" of the SaltWire Loan Agreement will resume.

ARTICLE 3 OBLIGORS' REPRESENTATIONS AND WARRANTIES

Each Obligor jointly and severally represents and warrants to the Lenders that each of the representations and warranties contained in Article 2.00 of each of the Loan Agreements are true and correct as of the date hereof. Each Obligor further jointly and severally represents and warrants to the Lenders as follows, acknowledging that the Lenders are relying on these representations and warranties:

3.01 Existence

If it is a corporation, it is a corporation incorporated and existing under the laws of the jurisdiction of its incorporation.

3.02 Power and capacity

If it is a corporation, it has the corporate power and capacity to carry on business, to own properties and assets, and to execute, deliver, and perform its obligations under this Agreement.

3.03 Authorization

If it is a corporation, it has taken all necessary corporate action to authorize its execution and delivery of, and the performance of its obligations under, this Agreement.

3.04 Execution and delivery

It has duly executed and delivered this Agreement.

3.05 Enforceability

This Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms.

3.06 No breach

The execution, delivery, and performance of its obligations under this Agreement do not and will not breach or result in a default under

- (a) if applicable, its memorandum of association, articles of association, by-laws, or any shareholders agreement to which it is a party,
- (b) any law to which it is subject,
- (c) any judgment, order, or decree of any court, agency, tribunal, arbitrator, or other authority to which it is subject, or
- (d) any agreement to which it is a party or by which it is bound.

3.07 No regulatory approvals required

It is not required to obtain any action, approval, authorization, consent, or order of, or make any filing, registration, qualification, or recording with, any Governmental Authority or any other Person in connection with the execution or delivery of, or the performance of its obligations under, this Agreement

3.08 Permits and other authorizations

It holds all necessary permits and other authorizations necessary to own, lease, and operate its properties and to conduct its business as it is now carried on.

3.09 Bankruptcy, etc.

No proceedings have been taken or authorized by it or, to its knowledge, by any other Person relating to its bankruptcy, insolvency, liquidation, dissolution, or winding up.

3.10 Books and records, etc.

It has disclosed to the Lenders all information relating to the Obligors and their respective businesses, assets, and financial condition to the date of this Agreement that may be relevant. All of the books and records of the Obligors provided as of the date of this Agreement are true and complete in all respects.

3.11 No barrier to entering into this Agreement

It is not aware of any fact, event, circumstance, or condition relating to any other Obligor that may cause the Lenders not to enter into or accept any of the terms of this Agreement.

ARTICLE 4 OBLIGORS' COVENANTS

Until the payment and performance of all of the Obligations in full, each Obligor jointly and severally covenants with the Lenders to comply with each and every covenant contained in

Article 5 of each of the Loan Agreements (each as amended) and as follows, acknowledging that the Lenders are relying on these covenants:

4.01 Real Property Sale

- (a) Notwithstanding section 5.2 (a) of each of the Loan Agreements, the Obligors shall continue to engage a real estate brokerage acceptable to the Lenders pursuant to a listing agreement (the “**Agent**”), to list certain Real Property acceptable to the Lenders, in their sole discretion, for sale including, without limitation, the Real Property listed in Schedule E attached hereto (which may be updated by the Lenders from time to time) (each a “**Sale Property**” and collectively, the “**Sale Properties**”). For certainty, the Lenders may, in their sole discretion, at any time require that SaltWire list for sale any Real Property that is not already a Sale Property by providing SaltWire with Notice of such request (“**Sale Request Notice**”). Upon receipt of a Sale Request Notice, SaltWire covenants and agrees to list the Real Property specified therein for sale promptly, at a minimum sale price satisfactory to the Lender, in its sole discretion, and otherwise in accordance with the terms and conditions of this Agreement. The Agent shall be provided irrevocable authorization and direction to:
- (i) immediately provide copies of all offers to purchase the Sale Properties received by the Agent to the Lenders;
 - (ii) freely communicate with the Lenders (without any restriction) and provide full disclosure of all aspects of the marketing process to the Lenders in a complete and timely manner; and
 - (iii) direct that all net proceeds from any sale of Real Property be paid to Fund V.
- provided that, Fund V may, in its sole discretion, direct net proceeds of any sale of the Sale Properties to be (w) applied to reduce the SaltWire Indebtedness, (x) retained by SaltWire to repay the HST Liability in accordance with Section 4.18, (y) retained by SaltWire to pay any Capital Gains Taxes in accordance with Section 4.19, or (z) applied as it otherwise sees fit.
- (b) No less than monthly and at any more frequent time as requested by the Lenders, the Obligors shall provide to the Lenders a reporting of the status of the sales and marketing of each of the Sale Properties.

4.02 Third Party Equity Investment

The Herald shall act in good faith to obtain additional equity investments in the Herald. The Lenders’ prior written consent shall be required for any issuance of shares or equity in the capital of any Obligor.

4.03 PIK Interest

Notwithstanding section 3.7 of each of the Loan Agreements and the default by the Borrowers under each of the Loan Agreements, PIK Interest shall accrue and be added to the Herald Indebtedness and SaltWire Indebtedness, as applicable, as additional principal on the fifteenth (15th) day of each and every month during the Forbearance Period, and shall thereafter

automatically constitute a part of the outstanding principal amount of the Herald Indebtedness and SaltWire Indebtedness, as applicable, for all purposes (including the accrual of interest thereon at the rate applicable in each such Loan Agreement).

4.04 Access to Meetings

The Obligors shall provide access to any person designated by the Lenders to attend, as an observer, board, leadership and strategic meetings of the officers or directors of each of the Obligors (the "**Leadership Meetings**"). Each Obligor shall deliver to the Lenders all notices consents, minutes, documents and other information and materials that each Obligor sends to the officers or directors of the Obligors in connection with the Leadership Meetings at the same time as such items are delivered to the officers or directors of the applicable Obligor. The Obligors shall make arrangements reasonably required to permit the Lenders' nominee to be present, or observe Leadership Meetings in person, or at the Lenders' option, by telephone or other electronic means. The Lenders' nominee shall be permitted to take notes at any Leadership Meeting.

4.05 Transcontinental Damages

SaltWire shall provide the Lenders (i) a status update on the last Business Day of each calendar month, and (ii) a copy of any formal settlement offer (an "**Offer**") promptly upon receipt, in respect of the claim brought by SaltWire against from Transcontinental Nova Scotia Media Inc. ("**TC**") in the Nova Scotia Supreme Court for breach by TC of (x) the purchase agreement between SaltWire and TC dated April 12, 2017 (the "**TC Purchase Agreement**"), and (y) the VTB promissory note issued by SaltWire to TC in connection with the TC Purchase Agreement. No Offer shall be accepted by SaltWire (or any other Obligor or agent or representative on behalf of any of the Obligors) without the Lenders' prior written consent.

4.06 Management Compensation

Notwithstanding section 5.2 (e) of each of the Loan Agreements, during the Forbearance Period no Obligor shall, directly or indirectly, make any payment to any director, officer or employee (i) for compensation for employment services, or (ii) by way of Corporate Distribution, in each case, in excess of (x) ██████████ in aggregate per calendar year to Mark Lever, (y) ██████████ in aggregate per calendar year to more than one other director, officer or employee of any Obligor other than Mark Lever, or (z) ██████████ in aggregate per calendar year to all directors and officers of the Obligors. For certainty, no other director, officer or employee other than as referenced in (x) and (y) above shall, directly or indirectly, receive payment(s) from the Obligors, in the aggregate, as compensation for employment services or by way of Corporate Distributions in excess of ██████████ per calendar year during the Forbearance Period.

4.07 Payment of all amounts when due

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid to the Lenders when due any and all amounts required by this Agreement, the Loan Agreements, or the Security.

4.08 Transparency

Each Obligor shall, at all times, keep the Lenders fully informed and advised of any and all communications and discussions with potential investors in, or purchasers of assets in, its business or assets, including, without limitation, with respect to the Sale Properties and Bounty.

4.09 Insurance

Each Obligor shall maintain in good standing all of its insurance policies as reasonably required by the Lenders under the Loan Agreements and the Security from time to time.

4.10 Inspections

Each Obligor shall:

- (a) permit the Lenders and their representatives at any time to inspect, and make copies and summaries of, its books of account, records, and documents, make any enquiries to verify any entries in its books of account, records, and documents; and
- (b) provide the Lenders with all reports that the Lenders may reasonably require (including reports on all relevant sales, purchases, receipts, deposits, payments, contracts, or agreements), and assist the Lenders with the preparation of any reports that the Lenders are required to make.

4.11 No transfer of assets

No Obligor shall transfer any asset to any Person except or specifically contemplated and permitted in accordance with the terms hereof. This covenant shall only apply to any Limited Guarantor in regards to the securities pledged in favour of the Lenders by such Limited Guarantor pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.12 No unauthorized payments

Except as specifically contemplated and permitted pursuant to the terms hereof, each Obligor (other than a Limited Guarantor) shall refrain from (i) declaring any dividends, (ii) making any capital expenditures, or (iii) selling, transferring, releasing, settling, assigning, or moving any of its property or assets. Each Obligor (other than a Limited Guarantor) shall also refrain from (x) making any purchases or payments outside the ordinary course of business, (y) incurring any expenses or liabilities outside the ordinary course of business, or (z) granting any bonuses or salary increases outside of the ordinary course of business in accordance with past practice of the Obligors (and in any event only in compliance with all applicable covenants under the Loan Agreements and the Security). Each Limited Guarantor shall refrain from selling, transferring, releasing, settling or assigning any of the securities pledged in favour of either of the Lenders pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.13 No material changes

No Obligor shall change its name, its jurisdiction of incorporation or location of chief executive office or its fiscal year or effect a material change in the nature and character of its business.

4.14 No loans, etc.

No Obligor shall make or provide the benefit of any loan, facility, guarantee, letter of credit, advance, or other financing or amount provided by either of the Lenders to or on behalf of any Obligor, whether before, on, or after the date of this Agreement, in favour of any Person.

4.15 No merger

- (a) No Obligor shall consolidate, amalgamate, or merge with any other Person.
- (b) No Obligor (other than a Limited Guarantor) shall:
 - (i) acquire the shares of any Person outside of the ordinary course of its business, or
 - (ii) invest in, lend money to, guarantee, provide any financial assistance, or assume the indebtedness of any Person otherwise than by way of credit or advances in the ordinary course of their business in respect of goods or services required or provided by them.

4.16 No change to share capital

No Obligor (other than a Limited Guarantor) shall:

- (a) increase, reduce, change, classify or reclassify its authorized or issued capital or, except as specifically contemplated and permitted pursuant to the terms of this Agreement, issue any additional shares thereof; or
- (b) purchase, redeem, acquire or retire any of its shares.

4.17 Sale of Bounty

Each Obligor covenants and agrees, as applicable, that it shall engage in good faith negotiations with potential purchasers and use reasonable commercial efforts to complete a sale of Bounty on terms acceptable to the Lenders in their sole discretion and in accordance with Section 4.08 of this Agreement.

4.18 HST Liability

To the extent that Fund V permits SaltWire to retain net proceeds of any sale of the Sale Properties to repay the HST Liability (as defined below) in accordance with Section 4.01(a)(x) above, SaltWire covenants and agrees that it shall use such proceeds to pay or cause to be paid in full all of its outstanding HST liabilities that are not subject to the HST Repayment Plan (as defined below) (which, for certainty, as of the date hereof are equal to approximately \$4,535,000)(the "**HST Liability**") when due and payable and not for any other purpose. To the extent that the net proceeds retained by SaltWire in accordance with Section 4.01(a)(x) above are equal to an amount greater than the HST Liability due and payable, then SaltWire covenants and agrees to promptly pay such excess amount to Fund V to be applied as it sees fit, in its sole discretion. Additionally, SaltWire covenants and agrees to pay or provide to the Herald to pay in full all of the Obligor's outstanding HST liabilities that are subject to the repayment plan as confirmed between the Obligor and the Canada Revenue Agency as of the date hereof (the "**HST Repayment Plan**") when due and payable in accordance with the HST Repayment Plan and not for any other purpose. For certainty, SaltWire's HST liabilities that are subject to the HST Repayment Plan shall be repaid in full by no later than March 31, 2020 or as otherwise directed by the Canada Revenue Agency. Saltwire shall also promptly provide the Lenders with updates with respect to any changes, amendments or modifications to the HST Repayment Plan from time to time.

4.19 Capital Gains Taxes

To the extent that Fund V permits SaltWire to retain net proceeds of any sale of the Sale Properties to repay the Capital Gains Taxes (as defined below) in accordance with Section 4.01(a)(y) above, SaltWire covenants and agrees that it shall use such proceeds to pay or cause to be paid any taxes, rates, government fees and dues levied, assessed or imposed upon it in connection with the sale of such Sale Property (including, for certainty, related to any capital gain realized by an Obligor in connection with such sale) (collectively, “**Capital Gains Taxes**”) when due and payable and not for any other purpose. To the extent that the net proceeds retained by SaltWire in accordance with Section 4.01(a)(y) above are greater than the Capital Gains Taxes then due and payable, then SaltWire covenants and agrees to promptly return such excess amount to Fund V.

ARTICLE 5 OBLIGORS’ ACKNOWLEDGEMENTS

Each Obligor acknowledges to the Lenders as follows:

5.01 Borrowers in default

Each of the Obligors acknowledge that each of the Borrowers is in default (and therefore, by implication, all of the Obligors are in default) under each of the Loan Agreements and the Security. The Lenders are entitled to exercise all of their rights and remedies under each of the Loan Agreements and the Security.

5.02 Security valid and enforceable

The Security is fully valid and enforceable by the Lenders against each party to the Security in accordance with its terms.

5.03 Lenders’ reasonable notice

The Lenders have provided reasonable notice to each of the Obligors in respect of the exercise of their rights and remedies under each of the Loan Agreements and the Security.

5.04 Waiver of claims

To the extent permitted by law, each Obligor waives any defences and claims against each of the Lenders in connection with the exercise of their rights and remedies under this Agreement, the Loan Agreements, or the Security.

ARTICLE 6 TERMINATION OF FORBEARANCE PERIOD

6.01 Termination

In the Lenders’ sole discretion, upon the occurrence of any Default at any time during the Forbearance Period or upon the expiry of the Forbearance Period, unless the Obligors have cured all defaults under each of the Loan Agreements to the Lenders’ satisfaction, in their sole discretion:

- (a) all of the Obligations, including all of the Indebtedness and all other amounts payable under this Agreement and any amounts incurred or arising in connection

with the Loan Agreements and the Security, will become immediately due and payable without Notice;

- (b) the Lenders may immediately exercise any rights or remedies available to them under the Loan Agreements and the Security, and each Obligor shall
 - (i) perform and make payment in full of all of their respective Obligations that remain outstanding at that time (including all the Indebtedness, together with accrued and accruing interest and related costs and expenses) without any further Notice, or
 - (ii) consent to the Lenders' immediate enforcement of all of the Security to which it is a party (including the appointment of a trustee in bankruptcy, the appointment of an agent, a receiver, a manager, or a receiver and manager, as the Lenders may see fit in their sole absolute discretion without any further Notice).

In the Lenders' sole and absolute discretion, the Forbearance Period may be extended for a period acceptable to the Lenders, provided that no extension will be granted unless the following conditions are met to the Lenders' satisfaction in their sole discretion:

- (c) The Obligors are in compliance with all covenants set out in Article 4 (or the Lenders are satisfied that the applicable Obligors are making all necessary efforts to be in compliance therewith and reporting to the Lenders to their satisfaction;
- (d) All representations and warranties set out in Article 3 remain true and correct in all respects; and
- (e) The Borrowers shall maintain a combined "Total Funded Debt to EBITDA Ratio" (as defined in the SaltWire Loan Agreement) of no greater than 7.5:1.0 as of December 31, 2019. For certainty, all funds advanced to SaltWire pursuant to the VTB and any PIK Interest shall be excluded from the calculation of the "Total Funded Debt to EBITDA Ratio" for purposes of this Agreement.

Each Obligor (other than a Limited Guarantor) consents to either of the Lenders assigning any Obligor into bankruptcy or consenting to the making of an interim or final receiving order against any Obligor.

ARTICLE 7 RIGHTS AND REMEDIES

7.01 Indemnity

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid, and shall indemnify each of the Lenders against, all reasonable costs incurred relating to:

- (a) any financing statements, financing change statements and notices of security interest filed relating to the Loan Agreements, the exercising of any or all of the Lenders' rights or remedies under this Agreement, the Loan Agreements, or the Security, the taking, recovering or possessing of any or all of the assets of the Obligors, and of any other proceedings taken for the purpose of enforcing the remedies provided in this Agreement, the Loan Agreements, or the Security or by

reason of non-payment of the Obligations, including the appointment of an agent, a receiver, a manager, or a receiver and manager (whether by court order or private appointment), and

- (b) all other reasonable fees included in the Obligations, as they accrue, with interest at an annual rate equal to the highest rate borne by any of the Obligations, payable on demand.

7.02 Survival

Article 3 (Obligors' Representations and Warranties) and Article 4 (Obligors' Covenants) and sections 7.01 (Indemnity), 9.09 (Governing law) and 9.10 (Submission to jurisdiction) survive the termination of this Agreement.

7.03 Remedies cumulative

The rights, remedies, and powers provided in this Agreement, either of the Loan Agreements, or the Security to a party are cumulative and in addition to, and are not exclusive of or in substitution for, any rights, remedies, and powers otherwise available to that party.

7.04 Non-merger

The rights, obligations, and representations and warranties under this Agreement, the Loan Agreements, or the Security will not merge upon the taking of a judgment or judgments relating to any of the Obligations.

7.05 Severability

The invalidity or unenforceability of any particular term of this Agreement will not affect or limit the validity or enforceability of the remaining terms.

7.06 Waiver

No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement, the Loan Agreements, or the Security is effective unless it is in writing and signed by the party granting the waiver. No waiver will extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived. No waiver will affect the exercise of any other rights or remedies under this Agreement, the Loan Agreements, or the Security. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

ARTICLE 8 RELEASE

8.01 Release

The Obligors jointly and severally release and discharge the Lenders and their respective directors, officers, employees, and agents, from and against all claims and demands that they may have against either of the Lenders arising up to the date of this Agreement out of any action or omission of either of the Lenders or for any other reason.

ARTICLE 9 GENERAL PROVISIONS

9.01 Entire agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter. This Agreement supersedes any previous agreements and discussions between the parties. There are no representations, covenants, or other terms other than those set forth in this Agreement.

9.02 Further assurances

Each party, upon receipt of Notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

9.03 Amendment

This Agreement may only be amended by a written document signed by each of the parties.

9.04 Conflict of terms

If there is any inconsistency between the terms of this Agreement and the terms of either of the Loan Agreements or the Security, the terms of this Agreement will prevail, provided that, to the extent that either this Agreement or the Loan Agreements or the Security are silent on a particular matter, the Loan Agreement, the Security, or this Agreement, as the case may be, will govern relating to that matter. The parties shall take any necessary steps to conform the inconsistent terms to the terms of this Agreement. For greater certainty, nothing herein affects or expands the limited recourse obligations of any Limited Guarantor as set out in the Limited Recourse Guarantee and Pledge Agreement granted by such Limited Guarantor.

9.05 Binding effect

This Agreement enures to the benefit of and binds the parties and their respective successors, and permitted assigns.

9.06 Assignment

This Agreement may not be assigned by any Obligor without the Lenders' prior written consent. The Lenders may assign this Agreement and may transfer the Security to any Person without any of the Obligors' prior written consent.

9.07 Notice

To be effective, a Notice must be in writing and delivered in accordance with Article 9.00 of the Loan Agreements.

9.08 Powers of Attorney

Each Obligor (subject to the limitations set forth in section 9.04) hereby constitutes and appoints each of the Lenders or either of them, with full power of substitution, as its attorney and agent, with full power and authority, in its name, place and stead, to make, execute, acknowledge, and deliver all documents necessary under this Agreement, the Loan Agreements, or the Security, to commence, continue, or defend any proceedings authorized to be taken under this

Agreement the Loan Agreements, or the Security, and to generally to use the name of each Obligor in the exercise of all or any of the powers conferred on the Lenders in this Agreement, the Loan Agreements, or the Security. This power of attorney is irrevocable and is a power coupled with an interest and is granted to secure the performance by each Obligor of its obligations under this Agreement, the Loan Agreements, or the Security. Each Obligor will be bound by any representations made by its attorney acting in good faith and without negligence under that power of attorney (provided that such representations have been made by it in this Agreement or otherwise in writing by it to its attorney), and each Obligor ratifies and hereby waives all defences that may be available to contest, negate, or disaffirm, all actions of its attorney taken in good faith and without negligence under this power of attorney.

9.09 Governing law

The laws of Nova Scotia and the laws of Canada applicable in Nova Scotia, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.

9.10 Submission to jurisdiction

The parties irrevocably attorn to the jurisdiction of the courts of Nova Scotia, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

9.11 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Agreement.

9.12 Effective date

This Agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.


9.13 Receipt of copy

Each Obligor acknowledges having received a signed copy of this Agreement.


[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first above written.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: 

Brian Ko
ASO

Per: 

Name: A.S. Robinson
ASO A.S.O

THE HALIFAX HERALD LIMITED

Per: _____
Name: _____
Title: _____

G.W.D. INVESTMENTS LIMITED

Per: _____
Name: _____
Title: _____

BOUNTY PRINT LIMITED

Per: _____
Name: _____
Title: _____

HEADLINE PROMOTIONAL PRODUCTS LIMITED


Per: _____
Name: _____
Title: _____

SARAH A. DENNIS FAMILY TRUST (2009)


Per: _____
Name: _____
Title: Trustee

WITNESS: _____
Name: _____

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: 

Brian Ko
ASO

Per: 

Name: A.S. Robinson
ASO A.S.O

SALTWIRE NETWORK INC.

Per: _____
Name: _____
Title: _____

BRACE CAPITAL LIMITED

Per: _____
Name: _____
Title: _____

BRACE HOLDINGS LIMITED

Per: _____
Name: _____
Title: _____

THE MARK LEVER FAMILY TRUST (2017)

Per: _____
Name: _____
Title: Trustee

SARAH A. DENNIS

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first above written.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: _____
Brian Ko
ASO

Per: _____
Brian Ko
ASO

Per: _____
Name: _____
ASO

Per: _____
Name: _____
ASO

THE HALIFAX HERALD LIMITED

SALTWIRE NETWORK INC.

Per: _____
Name: MARK LEVER
Title: _____

Per: _____
Name: MARK LEVER
Title: _____

G.W.D. INVESTMENTS LIMITED

BRACE CAPITAL LIMITED

Per: _____
Name: SARAH DENNIS
Title: _____

Per: _____
Name: MARK LEVER
Title: _____

BOUNTY PRINT LIMITED

BRACE HOLDINGS LIMITED

Per: _____
Name: MARK LEVER
Title: _____

Per: _____
Name: MARK LEVER
Title: _____

HEADLINE PROMOTIONAL PRODUCTS LIMITED

Per: _____
Name: MARK LEVER
Title: _____

SARAH A. DENNIS FAMILY TRUST (2009)

THE MARK LEVER FAMILY TRUST (2017)

Per: _____
Name: SARAH DENNIS
Title: Trustee

Per: _____
Name: MARK LEVER
Title: Trustee

WITNESS: _____
Name: Chris Babcock

SARAH A. DENNIS

SCHEDULE A
HERALD LOAN & SECURITY DOCUMENTS

1. The Herald Loan Agreement, as amended;
2. Collateral mortgage between Herald and Fund III dated July 18, 2012 over the following owned property of Herald;

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

3. Collateral mortgage between Brace Properties Limited and Fund III dated July 20, 2012 over the following owned property of Brace Properties Limited;

Province	Civic Address	Parcel Identification Number
Nova Scotia	88 College Street Antigonish	1228626 1228634

4. General security agreement between Herald and Fund III dated July 19, 2012;
5. General security agreement between Brace Capital and Fund III dated July 19, 2012;
6. General security agreement between Bounty and Fund III dated July 19, 2012;
7. Trademark security agreement between Herald and Fund III dated July 19, 2012;
8. Trademark security agreement between Brace Capital and Fund III dated July 19, 2012;
9. Trademark security agreement between Bounty and Fund III dated July 19, 2012;
10. Guarantee/Pledge agreement between GWD and Fund III dated July 19, 2012, as amended;
11. Guarantee agreement between Brace Capital and Fund III dated July 19, 2012;
12. Guarantee agreement between Bounty and Fund III dated July 19, 2012;
13. Guarantee/Pledge agreement between Dennis and Fund III dated July 19, 2012, as amended;
14. Share pledge agreement between Brace Capital and Fund III dated July 19, 2012, as amended;
15. Guarantee/Pledge by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
16. General security agreement between SaltWire and Fund III dated April 12, 2017;
17. Guarantee agreement between SaltWire and Fund III dated April 12, 2017;
18. Guarantee/Pledge agreement between Dennis Trust and Fund III dated April 12, 2017;
19. Guarantee/Pledge agreement between Lever Trust and Fund III dated April 12, 2017;
20. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated April 12, 2017;
21. Amended and restated guarantee/pledge agreement between Dennis and Fund III dated April 12, 2017;
22. General security agreement between Headline and Fund III dated January 1, 2018;
23. Trademark security agreement between Headline and Fund III dated January 1, 2018;
24. Guarantee between Headline and Fund III dated January 1, 2018; and

25. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated January 1, 2018.

SCHEDULE B

SALTWIRE LOAN & SECURITY DOCUMENTS

1. The SaltWire Loan Agreement, as amended;
2. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
3. General Security Agreement between Herald and Fund V dated April 12, 2017;
4. General Security Agreement between Brace Capital and Fund V dated April 12, 2017;
5. General Security Agreement between Bounty and Fund V dated April 12, 2017;
6. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
7. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
8. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;
9. Trademark Security Agreement between Bounty and Fund V dated April 12, 2017;
10. Guarantee by Herald in favour of Fund V dated April 12, 2017;
11. Guarantee by Brace in favour of Fund V dated April 12, 2017;
12. Guarantee by Bounty in favour of Fund V dated April 12, 2017;
13. Guarantee/Pledge by Dennis dated April 12, 2017;
14. Guarantee/Pledge by Dennis Trust dated April 12, 2017;
15. Guarantee/Pledge by Lever Trust dated April 12, 2017;
16. Guarantee/Pledge by GWD dated April 12, 2017;
17. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
18. Securities Pledge Agreement by Brace Capital dated April 12, 2017;
19. Collateral Mortgage over the following owned real property of SaltWire

Province	Civic Address	Parcel Identification Number
Nova Scotia	2 Second Street, Yarmouth Yarmouth County	90207978
		90288234
		90288242
		90288259
	255 George Street, Sydney Cape Breton County	15395890
352 East River Road, New Glasgow Pictou County	00935221	
	65217002	
	65217010	
	65217028	
Prince Edward Island	165 Prince Street Charlottetown	342600 (comprised of Parcels 1,2,3 and 4)
Newfoundland &	106 West Street, Corner Brook	n/a

Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a
	10-12 North Street, St. Anthony	n/a

- 20. Guarantee by Headline in dated January 1, 2018;
- 21. General Security Agreement between Headline and Fund V dated January 1, 2018
- 22. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
- 23. Amended and Restated guarantee/pledge by Brace Holdings in favour of Fund V;

SCHEDULE C HERALD FORBEARANCE REPAYMENT SCHEDULE

Halifax Herald Limited

Account Number: **IPD31213**

Principal Amount: \$18,000,000.00

Valuation Date: 17-Jul-12

Interest Rate: 6.000%

of Payments: 120

Blended Payment \$236,545.74

Amortization: 96

PIK 0.500%

Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding		
84	15-Jul-19	53,303.39	53,303.39	-	10,660,677.20	x	PIK
85	15-Aug-19	53,303.39	53,303.39	-	10,660,677.20	x	\$ 4,527.14
86	15-Sep-19	53,303.39	53,303.39	-	10,660,677.20		\$ 4,527.14
87	15-Oct-19	53,303.39	53,303.39	-	10,660,677.20		\$ 4,381.10
88	15-Nov-19	53,303.39	53,303.39	-	10,660,677.20		\$ 4,527.14
89	15-Dec-19	53,303.39	53,303.39	-	10,660,677.20		\$ 4,381.10
90	15-Jan-20	53,303.39	53,303.39	-	10,660,677.20		\$ 4,527.14
91	15-Feb-20	53,303.39	53,303.39	-	10,660,677.20		\$ 4,527.14
92	15-Mar-20	236,545.74	53,303.39	183,242.35	10,513,067.80		\$ 4,235.06
93	15-Apr-20	236,545.74	52,565.34	183,980.40	10,329,087.40		
94	15-May-20	236,545.74	51,645.44	184,900.30	10,144,187.10		
95	15-Jun-20	236,545.74	50,720.94	185,824.80	9,958,362.30		
96	15-Jul-20	236,545.74	49,791.81	186,753.93	9,771,608.37		
97	15-Aug-20	236,545.74	48,858.04	187,687.70	9,583,920.67		
98	15-Sep-20	236,545.74	47,919.60	188,626.14	9,395,294.53		
99	15-Oct-20	236,545.74	46,976.47	189,569.27	9,205,725.26		
100	15-Nov-20	236,545.74	46,028.63	190,517.11	9,015,208.15		
101	15-Dec-20	236,545.74	45,076.04	191,469.70	8,823,738.45		
102	15-Jan-21	236,545.74	44,118.69	192,427.05	8,631,311.40		
103	15-Feb-21	236,545.74	43,156.56	193,389.18	8,437,922.22		
104	15-Mar-21	236,545.74	42,189.61	194,356.13	8,243,566.09		
105	15-Apr-21	236,545.74	41,217.83	195,327.91	8,048,238.18		
106	15-May-21	236,545.74	40,241.19	196,304.55	7,851,933.63		
107	15-Jun-21	236,545.74	39,259.67	197,286.07	7,654,647.56		
108	15-Jul-21	236,545.74	38,273.24	198,272.50	7,456,375.06		
109	15-Aug-21	236,545.74	37,281.88	199,263.86	7,257,111.20		
110	15-Sep-21	236,545.74	36,285.56	200,260.18	7,056,851.02		
111	15-Oct-21	236,545.74	35,284.26	201,261.48	6,855,589.54		
112	15-Nov-21	236,545.74	34,277.95	202,267.79	6,653,321.75		
113	15-Dec-21	236,545.74	33,266.61	203,279.13	6,450,042.62		
114	15-Jan-22	236,545.74	32,250.21	204,295.53	6,245,747.09		
115	15-Feb-22	236,545.74	31,228.74	205,317.00	6,040,430.09		
116	15-Mar-22	236,545.74	30,202.15	206,343.59	5,834,086.50		
117	15-Apr-22	236,545.74	29,170.43	207,375.31	5,626,711.19		
118	15-May-22	236,545.74	28,133.56	208,412.18	5,418,299.01		
119	15-Jun-22	236,545.74	27,091.50	209,454.24	5,208,844.77		
120	19-Jul-22	5,237,957.22	29,112.45	5,208,844.77	0.00		

SCHEDULE D SALTWIRE FORBEARANCE REPAYMENT SCHEDULE

Saltwire Network Inc.

Account Number: IPD51716

Principal Amount: \$31,000,000.00

Valuation Date: 10-Apr-17

Interest Rate: 6.000%

of Payments: 96

Blended payment \$452,865.19

Amortization: 84

PIK 0.500%

Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	
27	15-Jul-19	153,387.05	153,387.05	0.00	31,103,484.16	x
28	15-Aug-19	158,499.95	158,499.95	0.00	31,103,484.16	x \$ 13,208.33
29	15-Sep-19	158,499.95	158,499.95	0.00	31,103,484.16	\$ 13,208.33
30	15-Oct-19	153,387.05	153,387.05	0.00	31,103,484.16	\$ 12,782.25
31	15-Nov-19	158,499.95	158,499.95	0.00	31,103,484.16	\$ 13,208.33
32	15-Dec-19	153,387.05	153,387.05	0.00	31,103,484.16	\$ 12,782.25
33	15-Jan-20	158,499.95	158,499.95	0.00	31,103,484.16	\$ 13,208.33
34	15-Feb-20	158,499.95	158,499.95	0.00	31,103,484.16	\$ 13,208.33
35	15-Mar-20	452,865.19	148,274.14	304,591.05	30,902,855.44	\$ 12,356.18
36	15-Apr-20	452,865.19	157,477.56	295,387.63	30,607,467.81	
37	15-May-20	452,865.19	150,940.94	301,924.25	30,305,543.56	
38	15-Jun-20	452,865.19	154,433.73	298,431.46	30,007,112.10	
39	15-Jul-20	452,865.19	147,980.28	304,884.91	29,702,227.19	
40	15-Aug-20	452,865.19	151,359.29	301,505.90	29,400,721.29	
41	15-Sep-20	452,865.19	149,822.85	303,042.34	29,097,678.95	
42	15-Oct-20	452,865.19	143,495.40	309,369.79	28,788,309.16	
43	15-Nov-20	452,865.19	146,702.07	306,163.12	28,482,146.04	
44	15-Dec-20	452,865.19	140,459.90	312,405.29	28,169,740.75	
45	15-Jan-21	452,865.19	143,549.91	309,315.28	27,860,425.47	
46	15-Feb-21	452,865.19	141,973.67	310,891.52	27,549,533.95	
47	15-Mar-21	452,865.19	126,803.33	326,061.86	27,223,472.09	
48	15-Apr-21	452,865.19	138,727.83	314,137.36	26,909,334.73	
49	15-May-21	452,865.19	132,703.57	320,161.62	26,589,173.11	
50	15-Jun-21	452,865.19	135,495.51	317,369.68	26,271,803.43	
51	15-Jul-21	452,865.19	129,559.58	323,305.61	25,948,497.82	
52	15-Aug-21	452,865.19	132,230.70	320,634.49	25,627,863.33	
53	15-Sep-21	452,865.19	130,596.78	322,268.41	25,305,594.92	
54	15-Oct-21	452,865.19	124,794.71	328,070.48	24,977,524.44	
55	15-Nov-21	452,865.19	127,282.73	325,582.46	24,651,941.98	
56	15-Dec-21	452,865.19	121,571.22	331,293.97	24,320,648.01	
57	15-Jan-22	452,865.19	123,935.36	328,929.83	23,991,718.18	
58	15-Feb-22	452,865.19	122,259.17	330,606.02	23,661,112.16	
59	15-Mar-22	452,865.19	108,905.94	343,959.25	23,317,152.91	
60	15-Apr-22	452,865.19	118,821.66	334,043.53	22,983,109.38	
61	15-May-22	452,865.19	113,341.36	339,523.83	22,643,585.55	
62	15-Jun-22	452,865.19	115,389.23	337,475.96	22,306,109.59	
63	15-Jul-22	452,865.19	110,002.73	342,862.46	21,963,247.13	
64	15-Aug-22	452,865.19	111,922.30	340,942.89	21,622,304.24	
65	15-Sep-22	452,865.19	110,184.89	342,680.30	21,279,623.94	
66	15-Oct-22	452,865.19	104,940.61	347,924.58	20,931,699.36	
67	15-Nov-22	452,865.19	106,665.65	346,199.54	20,585,499.82	

**SCHEDULE E
SALE PROPERTIES**

	List Price	Sale Price	Net Proceeds	Capital Gains (estimate)	After-Tax Proceeds	Closing Date
Property Sales						
Sold Properties						
Shelburne, NS	\$50,000	\$66,000	\$61,454	\$(6,000)	\$55,454	14-May
Truro, NS	\$900,000	\$800,000	\$661,301	\$(70,000)	\$591,301	25-Jul
Total	\$950,000	\$866,000	\$722,755		\$(76,000)	\$646,755
Properties under Agreement						
Charlottetown, PEI	\$1,000,000	\$2,050,000	n/a	\$(216,000)	\$1,834,000	30-Aug
Corner Brook, NFLD	\$620,870	\$673,673	n/a	\$(71,000)	\$602,673	31-Aug
New Glasgow, NS	\$290,000	\$330,000	n/a	\$(35,000)	\$295,000	7-Sep
Antigonish, NS	\$400,000	\$450,000	n/a	\$(47,000)	\$403,000	31-Oct
Total	\$2,310,870	\$3,503,673		\$(369,000)	\$3,134,673	
Properties for sale						
Columbus Drive, NFLD	\$2,000,000	n/a	n/a	n/a	n/a	n/a
Sydney, NS	\$2,200,000	n/a	n/a	n/a	n/a	n/a
St. Anthony, NFLD	\$80,000	n/a	n/a	n/a	n/a	n/a
Total	\$ 4,280,000					
Total	\$7,540,870	\$4,369,673	\$722,755	\$(445,000)	\$3,781,428	

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "U" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



SECOND AMENDED AND RESTATED FORBEARANCE AGREEMENT

THIS SECOND AMENDED AND RESTATED FORBEARANCE AGREEMENT (as may be further amended, restated, supplemented, replaced or otherwise modified from time to time, this **"Agreement"**) is made as of the 19th of May, 2020, to be effective as of February 15, 2020.

BETWEEN:

FIERA PRIVATE DEBT FUND III LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (**"Fund III"**)

and

FIERA PRIVATE DEBT FUND V LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (**"Fund V"** and together with Fund III, the **"Lenders"**)

and

THE HALIFAX HERALD LIMITED (the **"Herald"**)

and

SALTWIRE NETWORK INC. (**"SaltWire"**, and together with the Herald the **"Borrowers"**)

and

G.W.D. INVESTMENTS LIMITED (**"GWD"**)
BRACE CAPITAL LIMITED (**"Brace"**)
THE MARK LEVER FAMILY TRUST 2017 (**"Lever Trust"**)
SARAH DENNIS (**"Dennis"**)
SARAH A. DENNIS FAMILY TRUST 2009 (**"Dennis Trust"**)
BRACE HOLDINGS LIMITED (**"Holdings"**)
HEADLINE PROMOTIONAL PRODUCTS LIMITED (**"Headline"**)

(each individually called a **"Guarantor"**, collectively called the **"Guarantors"**, and together with the Borrowers, the **"Obligors"**)

RECITALS:

A. Fund III has made available certain credit facilities to the Herald under a loan agreement dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the **"Herald Loan Agreement"**).

B. Fund V has made available certain credit facilities to SaltWire under a loan agreement dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the **"SaltWire Loan Agreement"** and together with the Herald Loan Agreement, the **"Loan Agreements"**).

C. Pursuant to the terms of the Herald Loan Agreement, the Obligors have executed and delivered to Fund III the documents listed in Schedule A (HERALD LOAN & Security DOCUMENTS) (the “**Herald Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund III that may be outstanding from time to time (the “**Herald Loan Obligations**”).

D. Pursuant to the terms of the SaltWire Loan Agreement, the Obligors have executed and delivered to Fund V the documents listed in Schedule A (HERALD LOAN & Security DOCUMENTS) (the “**SaltWire Security**”, and together with the Herald Security, the “**Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund V that may be outstanding from time to time (the “**SaltWire Loan Obligations**” and together with the Herald Loan Obligations, the “**Obligations**”).

E. The Herald is indebted to Fund III in the amount of \$10,360,856.02 inclusive of interest to the date hereof (the “**Herald Indebtedness**”).

F. SaltWire is indebted to Fund V in the amount of \$30,228,728.90 inclusive of interest to the date hereof (the “**SaltWire Indebtedness**” and together with the Herald Indebtedness, the “**Total Indebtedness**”).

G. The Guarantors (and the Herald in regards to the SaltWire Loan Obligations and SaltWire in regards to the Herald Loan Obligations) guaranteed the Obligations pursuant to the applicable guarantees set out in Schedule A and Schedule A.

H. The Obligors are in default under the Loan Agreements and the Security.

I. The Obligors and the Lenders entered into a forbearance agreement dated February 28, 2019 and effective as of January 15, 2019 (the “**Original Forbearance Agreement**”).

J. The Obligors and the Lenders entered into an amended and restated forbearance agreement dated October 2, 2019 and effective as of June 30, 2019 to amend and restate the Original Forbearance Agreement as provided therein (the “**Amended and Restated Forbearance Agreement**”).

K. The Obligors and the Lenders are entering into this Agreement to further amend and restate the Amended and Restated Forbearance Agreement as provided herein.

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this Agreement, in addition to the terms defined above, the following definitions apply:

“**Bankruptcy Event**” means, relating to any Obligor, that

- (a) it fails to pay or perform its obligations generally as they become due or admits its inability to pay its debts generally,
- (b) it is an insolvent person or commits or threatens to commit an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada),

- (c) a Bankruptcy Proceeding (excluding any Bankruptcy Proceeding instituted against the Obligor that it is contesting in good faith by appropriate proceedings so long as enforcement remains stayed, none of the relief sought is granted (either on an interim or permanent basis), and the Bankruptcy Proceeding is dismissed within 30 days of its commencement), or
- (d) it takes any action to authorize any of the actions set forth in this definition.

“Bankruptcy Proceeding” means, relating to any Obligor, the commencement of any proceeding or the taking of any step, whether voluntary or involuntary or whether instituted by or against that it, under the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), or any other similar legislation of any jurisdiction seeking any of the following or resulting, by operation of law, in the bankruptcy of that Person:

- (a) any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, or other similar relief in respect of any or all of any Obligor’s obligations,
- (b) the winding up, liquidation, or dissolution of any Obligor or all or any part of its businesses, undertaking, properties, and assets,
- (c) any order declaring, finding, or adjudging any Obligor insolvent or bankrupt, or
- (d) the appointment (provisional, interim, or permanent) of any receiver, receiver and manager, trustee, monitor, custodian, liquidator, or other Person with similar powers.

“Business Day” means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.

“Default” means if

- (a) any Obligor defaults in the performance of any obligation under this Agreement, the Loan Agreement, or the Security,
- (b) any representation or warranty made by any Obligor in this Agreement, either of the Loan Agreements, the Security or in any certificate or other document at any time delivered to the Lenders pursuant thereto was incorrect or misleading in any material respect,
- (c) any Obligor denies its obligations under this Agreement, either of the Loan Agreements, or the Security, or claims that any of them is invalid in whole or in part,
- (d) any default by any Obligor in the payment or performance of any of its Obligations,
- (e) a Bankruptcy Event occurs relating to any Obligor, or
- (f) any Obligor takes any corporate or other action to authorize, or in furtherance of, any of the circumstances listed above.

“Forbearance Period” means the period from the execution and delivery by the Obligors of this Agreement and ending upon the earlier of

- (a) the close of business on September 30, 2020 unless extended by the Lenders under section 6.01; and
- (b) termination of the period by the Lenders in accordance with the terms of this Agreement.

“Governmental Authority” means (a) the government of Canada or any other nation, whether federal, provincial, state, municipal, local, or other government or public department, (b) any central bank, court, tribunal, arbitral body, regulatory body (including any stock exchange), commission (including any securities commission), board, bureau, agency, authority, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, any of the foregoing, and (c) any subdivision of any of the foregoing.

“Limited Guarantor” means an Obligor that is only required to have provided a Limited Recourse Guarantee and Pledge Agreement pursuant to the terms of the Loan Agreements or either of them.

“Notice” means any notice, request, direction, or other document that a party can or must make or give under this Agreement.

“Person” includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the Loan Agreements.

1.02 Currency

Unless specified otherwise, all dollar amounts expressed in this Agreement refer to Canadian currency.

1.03 Headings

The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

1.04 Internal references

References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement.

1.05 Number and gender

Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

1.06 Calculation of time

In this Agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Eastern Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period

expires, or the action or event is considered to occur, at 5:00 p.m. Eastern Time on the next Business Day.

1.07 Construction of terms

The parties have each participated in settling the terms of this Agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this Agreement.

1.08 Amendment, Restatement and Novation

This Agreement amends, restates, supersedes and replaces the Amended and Restated Forbearance Agreement in its entirety and is not a novation with respect to the Amended and Restated Forbearance Agreement.

ARTICLE 2 FORBEARANCE

2.01 Forbearance Period

Except as otherwise specifically provided in this Agreement, during the Forbearance Period the Lenders shall refrain from further enforcing their rights and remedies under the Loan Agreements and the Security. Following the Forbearance Period, the Lenders will have no obligations under this Agreement.

2.02 Interest Only Payment Period

- (a) Notwithstanding Schedule "H" (Repayment Schedule) of the Herald Loan Agreement, the Herald shall be required to make interest payments only in accordance with the repayment schedule attached hereto as Schedule C (Herald Forbearance Repayment Schedule) from the date of this Agreement until September 30, 2020, at which time the repayment schedule set out in Schedule "H" of the Herald Loan Agreement will resume.
- (b) Notwithstanding Schedule "H" (Repayment Schedule) of the SaltWire Loan Agreement, SaltWire shall be required to make interest payments only in accordance with the repayment schedule attached hereto as Schedule D (SaltWire Forbearance Repayment Schedule) from the date of this Agreement until September 30, 2020, at which time the repayment schedule set out in Schedule "H" of the SaltWire Loan Agreement will resume.

2.03 Calculation of Financial Ratios

During the Forbearance Period all funds advanced to SaltWire pursuant to the VTB and any PIK Interest shall be excluded from the calculation of the financial ratios contained at Section 5.3 of each Loan Agreement, as applicable.

ARTICLE 3 OBLIGORS' REPRESENTATIONS AND WARRANTIES

Each Obligor jointly and severally represents and warrants to the Lenders that each of the representations and warranties contained in Article 2.00 of each of the Loan Agreements are

true and correct as of the date hereof. Each Obligor further jointly and severally represents and warrants to the Lenders as follows, acknowledging that the Lenders are relying on these representations and warranties:

3.01 Existence

If it is a corporation, it is a corporation incorporated and existing under the laws of the jurisdiction of its incorporation.

3.02 Power and capacity

If it is a corporation, it has the corporate power and capacity to carry on business, to own properties and assets, and to execute, deliver, and perform its obligations under this Agreement.

3.03 Authorization

If it is a corporation, it has taken all necessary corporate action to authorize its execution and delivery of, and the performance of its obligations under, this Agreement.

3.04 Execution and delivery

It has duly executed and delivered this Agreement.

3.05 Enforceability

This Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms.

3.06 No breach

The execution, delivery, and performance of its obligations under this Agreement do not and will not breach or result in a default under

- (a) if applicable, its memorandum of association, articles of association, by-laws, or any shareholders agreement to which it is a party,
- (b) any law to which it is subject,
- (c) any judgment, order, or decree of any court, agency, tribunal, arbitrator, or other authority to which it is subject, or
- (d) any agreement to which it is a party or by which it is bound.

3.07 No regulatory approvals required

It is not required to obtain any action, approval, authorization, consent, or order of, or make any filing, registration, qualification, or recording with, any Governmental Authority or any other Person in connection with the execution or delivery of, or the performance of its obligations under, this Agreement

3.08 Permits and other authorizations

It holds all necessary permits and other authorizations necessary to own, lease, and operate its properties and to conduct its business as it is now carried on.

3.09 Bankruptcy, etc.

No proceedings have been taken or authorized by it or, to its knowledge, by any other Person relating to its bankruptcy, insolvency, liquidation, dissolution, or winding up.

3.10 Books and records, etc.

It has disclosed to the Lenders all information relating to the Obligors and their respective businesses, assets, and financial condition to the date of this Agreement that may be relevant. All of the books and records of the Obligors provided as of the date of this Agreement are true and complete in all respects.

3.11 No barrier to entering into this Agreement

It is not aware of any fact, event, circumstance, or condition relating to any other Obligor that may cause the Lenders not to enter into or accept any of the terms of this Agreement.

ARTICLE 4 OBLIGORS' COVENANTS

Until the payment and performance of all of the Obligations in full, each Obligor jointly and severally covenants with the Lenders to comply with each and every covenant contained in Article 5 of each of the Loan Agreements (each as amended) and as follows, acknowledging that the Lenders are relying on these covenants:

4.01 Real Property Sale

- (a) Notwithstanding section 5.2 (a) of each of the Loan Agreements, the Obligors shall continue to engage a real estate brokerage acceptable to the Lenders pursuant to a listing agreement (the "**Agent**"), to list certain Real Property acceptable to the Lenders, in their sole discretion, for sale including, without limitation, the Real Property listed in Schedule E attached hereto (which may be updated by the Lenders from time to time) (each a "**Sale Property**" and collectively, the "**Sale Properties**"). For certainty, the Lenders may, in their sole discretion, at any time require that SaltWire list for sale any Real Property that is not already a Sale Property by providing SaltWire with Notice of such request ("**Sale Request Notice**"). Upon receipt of a Sale Request Notice, SaltWire covenants and agrees to list the Real Property specified therein for sale promptly, at a minimum sale price satisfactory to the Lender, in its sole discretion, and otherwise in accordance with the terms and conditions of this Agreement. The Agent shall be provided irrevocable authorization and direction to:
 - (i) immediately provide copies of all offers to purchase the Sale Properties received by the Agent to the Lenders;
 - (ii) freely communicate with the Lenders (without any restriction) and provide full disclosure of all aspects of the marketing process to the Lenders in a complete and timely manner; and
 - (iii) direct that all net proceeds from any sale of Real Property be paid to Fund V.

provided that, Fund V may, in its sole discretion, direct net proceeds of any sale of the Sale Properties to be (w) applied to reduce the SaltWire Indebtedness, (x) retained by SaltWire to repay the HST Liability in accordance with Section 4.17, (y) retained by SaltWire to pay any Capital Gains Taxes in accordance with Section 4.18, or (z) applied as it otherwise sees fit.

- (b) No less than monthly and at any more frequent time as requested by the Lenders, the Obligors shall provide to the Lenders a reporting of the status of the sales and marketing of each of the Sale Properties.

4.02 Sales and Financing Offers

The Obligors shall act in good faith to obtain *bona fide* offers and proposals in respect of (i) additional equity investments in the Herald, and (ii) the sale of any Property of the Obligors, including, without limitation, partial, divisional or segmented sales (each a “**Offer**” and collectively, the “**Offers**”). The Obligors shall immediately provide copies of all Offers received by the Obligors to the Lenders, including, without limitation, any term sheet, commitment letter, letter of intent, exclusivity agreement or any other form of offer or proposal as to the financing of the Obligors or the sale of any Property of the Obligors. The Lenders’ prior written consent, which shall not be unreasonably withheld, shall also be required prior to (y) any Obligor accepting, responding to or finalizing any Offer, and (z) the entering into by the applicable Obligor of the agreements, instruments and transactions required to consummate such Offer (collectively, the “**Consummating Transactions**”). By execution of this Agreement, the Obligors hereby provide the Lenders with irrevocable authorization and direction to direct all net proceeds from any Offer and the corresponding Consummating Transactions as they see fit.

4.03 PIK Interest

Notwithstanding section 3.7 of each of the Loan Agreements and the default by the Borrowers under each of the Loan Agreements, PIK Interest shall accrue and be added to the Herald Indebtedness and SaltWire Indebtedness, as applicable, as additional principal on the fifteenth (15th) day of each and every month during the Forbearance Period, and shall thereafter automatically constitute a part of the outstanding principal amount of the Herald Indebtedness and SaltWire Indebtedness, as applicable, for all purposes (except that interest shall not accrue on such portion thereof comprised of PIK Interest).

4.04 Access to Meetings

The Obligors shall provide access to any person designated by the Lenders to attend, as an observer, board, leadership and strategic meetings of the officers or directors of each of the Obligors (the “**Leadership Meetings**”). Each Obligor shall deliver to the Lenders all notices consents, minutes, documents and other information and materials that each Obligor sends to the officers or directors of the Obligors in connection with the Leadership Meetings at the same time as such items are delivered to the officers or directors of the applicable Obligor. The Obligors shall make arrangements reasonably required to permit the Lenders’ nominee to be present, or observe Leadership Meetings in person, or at the Lenders’ option, by telephone or other electronic means. The Lenders’ nominee shall be permitted to take notes at any Leadership Meeting.

4.05 Transcontinental Damages

SaltWire shall provide the Lenders (i) a status update on the last Business Day of each calendar month, and (ii) a copy of any formal settlement offer (a "**Settlement Offer**") promptly upon receipt, in respect of the claim brought by SaltWire against from Transcontinental Nova Scotia Media Inc. ("**TC**") in the Nova Scotia Supreme Court for breach by TC of (x) the purchase agreement between SaltWire and TC dated April 12, 2017 (the "**TC Purchase Agreement**"), and (y) the VTB promissory note issued by SaltWire to TC in connection with the TC Purchase Agreement. With respect to any and all Settlement Offers, the Obligors acknowledge, covenant and agree to and in favour of the Lenders as follows:

- (a) The Lender's prior written consent, which shall not be unreasonably withheld, shall be required prior to SaltWire (or any other Obligor or agent or representative on behalf of any of the Obligors) accepting, responding to or finalizing any Settlement Offer; and
- (b) By execution of this Agreement, SaltWire (or any other Obligor or agent or representative on behalf of any of the Obligors) hereby provides the Lender with irrevocable authorization and direction to direct all net proceeds from any Settlement Offer as they see fit.

4.06 Management Compensation

Notwithstanding section 5.2 (e) of each of the Loan Agreements, during the Forbearance Period no Obligor shall, directly or indirectly, make any payment to any director, officer or employee (i) for compensation for employment services, or (ii) by way of Corporate Distribution, in each case, in excess of (x) ██████████ in aggregate per calendar year to Mark Lever, (y) ██████████ in aggregate per calendar year to more than one other director, officer or employee of any Obligor other than Mark Lever, or (z) ██████████ in aggregate per calendar year to all directors and officers of the Obligors. For certainty, no other director, officer or employee other than as referenced in (x) and (y) above shall, directly or indirectly, receive payment(s) from the Obligors, in the aggregate, as compensation for employment services or by way of Corporate Distributions in excess of ██████████ per calendar year during the Forbearance Period.

4.07 Payment of all amounts when due

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid to the Lenders when due any and all amounts required by this Agreement, the Loan Agreements, or the Security.

4.08 Transparency

Each Obligor shall, at all times, keep the Lenders fully informed and advised of any and all communications and discussions with potential investors in, or purchasers of assets in, its business or assets, including, without limitation, with respect to the Sale Properties and Offers.

4.09 Insurance

Each Obligor shall maintain in good standing all of its insurance policies as reasonably required by the Lenders under the Loan Agreements and the Security from time to time.

4.10 Inspections

Each Obligor shall:

- (a) permit the Lenders and their representatives at any time to inspect, and make copies and summaries of, its books of account, records, and documents, make any enquiries to verify any entries in its books of account, records, and documents; and
- (b) provide the Lenders with all reports that the Lenders may reasonably require (including reports on all relevant sales, purchases, receipts, deposits, payments, contracts, or agreements), and assist the Lenders with the preparation of any reports that the Lenders are required to make.

4.11 No transfer of assets

No Obligor shall transfer any asset to any Person except or specifically contemplated and permitted in accordance with the terms hereof. This covenant shall only apply to any Limited Guarantor in regards to the securities pledged in favour of the Lenders by such Limited Guarantor pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.12 No unauthorized payments

Except as specifically contemplated and permitted pursuant to the terms hereof, each Obligor (other than a Limited Guarantor) shall refrain from (i) declaring any dividends, (ii) making any capital expenditures, or (iii) selling, transferring, releasing, settling, assigning, or moving any of its property or assets. Each Obligor (other than a Limited Guarantor) shall also refrain from (x) making any purchases or payments outside the ordinary course of business, (y) incurring any expenses or liabilities outside the ordinary course of business, or (z) granting any bonuses or salary increases outside of the ordinary course of business in accordance with past practice of the Obligors (and in any event only in compliance with all applicable covenants under the Loan Agreements and the Security). Each Limited Guarantor shall refrain from selling, transferring, releasing, settling or assigning any of the securities pledged in favour of either of the Lenders pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.13 No material changes

No Obligor shall change its name, its jurisdiction of incorporation or location of chief executive office or its fiscal year or effect a material change in the nature and character of its business.

4.14 No loans, etc.

No Obligor shall make or provide the benefit of any loan, facility, guarantee, letter of credit, advance, or other financing or amount provided by either of the Lenders to or on behalf of any Obligor, whether before, on, or after the date of this Agreement, in favour of any Person.

4.15 No merger

- (a) No Obligor shall consolidate, amalgamate, or merge with any other Person.
- (b) No Obligor (other than a Limited Guarantor) shall:

- (i) acquire the shares of any Person outside of the ordinary course of its business, or
- (ii) invest in, lend money to, guarantee, provide any financial assistance, or assume the indebtedness of any Person otherwise than by way of credit or advances in the ordinary course of their business in respect of goods or services required or provided by them.

4.16 No change to share capital

No Obligor (other than a Limited Guarantor) shall:

- (a) increase, reduce, change, classify or reclassify its authorized or issued capital or, except as specifically contemplated and permitted pursuant to the terms of this Agreement, issue any additional shares thereof; or
- (b) purchase, redeem, acquire or retire any of its shares.

4.17 HST Liability

To the extent that Fund V permits SaltWire to retain net proceeds of any sale of the Sale Properties to repay its outstanding HST liabilities (such liability up to an aggregate amount of \$4,535,000 being referred to herein as the “**HST Liability**”) in accordance with Section 4.01(a)(x) above, SaltWire covenants and agrees that it shall use such proceeds to pay or cause to be paid in full all of the HST Liability when due and payable and not for any other purpose. The parties acknowledge and confirm that, as of the date hereof, payment of all HST liabilities of the Obligors, including the HST Liability, have been deferred by the Canada Revenue Agency until June 2020. To the extent that the net proceeds retained by SaltWire in accordance with Section 4.01(a)(x) above are equal to an amount greater than the HST Liability due and payable, then SaltWire covenants and agrees to promptly pay such excess amount to Fund V to be applied as it sees fit, in its sole discretion. Additionally, SaltWire covenants and agrees to pay or provide to the Herald to pay in full all of the Obligors' outstanding HST liabilities when due and payable and not for any other purpose. For certainty, in accordance with section 5.1(i) of each Loan Agreement, each Obligor shall pay or cause to be paid all taxes, rates, government fees and dues levied, assessed or imposed upon it and upon its Property or any part thereof, as and when the same become due and payable, save and except when, and so long as, the validity of any such taxes, rates, fees, dues, levies, assessments or imposts is in good faith, by proper legal proceedings, being contested by it, provided such proceedings effectively postpone enforcement of any lien arising from non-payment.

4.18 Capital Gains Taxes

To the extent that Fund V permits SaltWire to retain net proceeds of any sale of the Sale Properties to repay the Capital Gains Taxes (as defined below) in accordance with Section 4.01(a)(y) above, SaltWire covenants and agrees that it shall use such proceeds to pay or cause to be paid any taxes, rates, government fees and dues levied, assessed or imposed upon it in connection with the sale of such Sale Property (including, for certainty, related to any capital gain realized by an Obligor in connection with such sale) (collectively, “**Capital Gains Taxes**”) when due and payable and not for any other purpose. To the extent that the net proceeds retained by SaltWire in accordance with Section 4.01(a)(y) above are greater than the Capital Gains Taxes then due and payable, then SaltWire covenants and agrees to promptly return such excess amount to Fund V.

ARTICLE 5 OBLIGORS' ACKNOWLEDGEMENTS

Each Obligor acknowledges to the Lenders as follows:

5.01 Borrowers in default

Each of the Obligors acknowledge that each of the Borrowers is in default (and therefore, by implication, all of the Obligors are in default) under each of the Loan Agreements and the Security. The Lenders are entitled to exercise all of their rights and remedies under each of the Loan Agreements and the Security.

5.02 Security valid and enforceable

The Security is fully valid and enforceable by the Lenders against each party to the Security in accordance with its terms.

5.03 Lenders' reasonable notice

The Lenders have provided reasonable notice to each of the Obligors in respect of the exercise of their rights and remedies under each of the Loan Agreements and the Security.

5.04 Waiver of claims

To the extent permitted by law, each Obligor waives any defences and claims against each of the Lenders in connection with the exercise of their rights and remedies under this Agreement, the Loan Agreements, or the Security.

ARTICLE 6 TERMINATION AND EXTENSION OF FORBEARANCE PERIOD

6.01 Termination

Upon the occurrence of any Default at any time during the Forbearance Period or upon the expiry of the Forbearance Period, unless the Obligors have cured all defaults under each of the Loan Agreements to the Lenders' satisfaction, in their sole discretion:

- (a) all of the Obligations, including all of the Indebtedness and all other amounts payable under this Agreement and any amounts incurred or arising in connection with the Loan Agreements and the Security, will become immediately due and payable without Notice;
- (b) the Lenders may immediately exercise any rights or remedies available to them under the Loan Agreements and the Security, and each Obligor shall
 - (i) perform and make payment in full of all of their respective Obligations that remain outstanding at that time (including all the Indebtedness, together with accrued and accruing interest and related costs and expenses) without any further Notice, or
 - (ii) consent to the Lenders' immediate enforcement of all of the Security to which it is a party (including the appointment of a trustee in bankruptcy, the appointment of an agent, a receiver, a manager, or a receiver and

manager, as the Lenders may see fit in their sole absolute discretion without any further Notice).

In the Lenders' sole and absolute discretion, the Forbearance Period may be extended for a period acceptable to the Lenders, provided that no extension will be granted unless the following conditions are met to the Lenders' satisfaction in their sole discretion:

- (c) The Obligors are in compliance with all covenants set out in Article 4 or the Lenders are satisfied that the applicable Obligors are making all necessary efforts to be in compliance therewith and reporting to the Lenders to their satisfaction; and
- (d) All representations and warranties set out in Article 3 remain true and correct in all respects.

Each Obligor (other than a Limited Guarantor) consents to either of the Lenders assigning any Obligor into bankruptcy or consenting to the making of an interim or final receiving order against any Obligor.

ARTICLE 7 RIGHTS AND REMEDIES

7.01 Indemnity

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid, and shall indemnify each of the Lenders against, all reasonable costs incurred relating to:

- (a) any financing statements, financing change statements and notices of security interest filed relating to the Loan Agreements, the exercising of any or all of the Lenders' rights or remedies under this Agreement, the Loan Agreements, or the Security, the taking, recovering or possessing of any or all of the assets of the Obligors, and of any other proceedings taken for the purpose of enforcing the remedies provided in this Agreement, the Loan Agreements, or the Security or by reason of non-payment of the Obligations, including the appointment of an agent, a receiver, a manager, or a receiver and manager (whether by court order or private appointment), and
- (b) all other reasonable fees included in the Obligations, as they accrue, with interest at an annual rate equal to the highest rate borne by any of the Obligations, payable on demand.

7.02 Survival

Article 3 (Obligors' Representations and Warranties) and Article 4 (Obligors' Covenants) and sections 7.01 (Indemnity), 9.09 (Governing law) and 9.10 (Submission to jurisdiction) survive the termination of this Agreement.

7.03 Remedies cumulative

The rights, remedies, and powers provided in this Agreement, either of the Loan Agreements, or the Security to a party are cumulative and in addition to, and are not exclusive of or in substitution for, any rights, remedies, and powers otherwise available to that party.

7.04 Non-merger

The rights, obligations, and representations and warranties under this Agreement, the Loan Agreements, or the Security will not merge upon the taking of a judgment or judgments relating to any of the Obligations.

7.05 Severability

The invalidity or unenforceability of any particular term of this Agreement will not affect or limit the validity or enforceability of the remaining terms.

7.06 Waiver

No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement, the Loan Agreements, or the Security is effective unless it is in writing and signed by the party granting the waiver. No waiver will extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived. No waiver will affect the exercise of any other rights or remedies under this Agreement, the Loan Agreements, or the Security. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

ARTICLE 8 RELEASE

8.01 Release

The Obligors jointly and severally release and discharge the Lenders and their respective directors, officers, employees, and agents, from and against all claims and demands that they may have against either of the Lenders arising up to the date of this Agreement out of any action or omission of either of the Lenders or for any other reason.

ARTICLE 9 GENERAL PROVISIONS

9.01 Entire agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter. This Agreement supersedes any previous agreements and discussions between the parties. There are no representations, covenants, or other terms other than those set forth in this Agreement.

9.02 Further assurances

Each party, upon receipt of Notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

9.03 Amendment

This Agreement may only be amended by a written document signed by each of the parties.

9.04 Conflict of terms

If there is any inconsistency between the terms of this Agreement and the terms of either of the Loan Agreements or the Security, the terms of this Agreement will prevail, provided that, to the extent that either this Agreement or the Loan Agreements or the Security are silent on a particular matter, the Loan Agreement, the Security, or this Agreement, as the case may be, will govern relating to that matter. The parties shall take any necessary steps to conform the inconsistent terms to the terms of this Agreement. For greater certainty, nothing herein affects or expands the limited recourse obligations of any Limited Guarantor as set out in the Limited Recourse Guarantee and Pledge Agreement granted by such Limited Guarantor.

9.05 Binding effect

This Agreement enures to the benefit of and binds the parties and their respective successors, and permitted assigns.

9.06 Assignment

This Agreement may not be assigned by any Obligor without the Lenders' prior written consent. The Lenders may assign this Agreement and may transfer the Security to any Person without any of the Obligors' prior written consent.

9.07 Notice

To be effective, a Notice must be in writing and delivered in accordance with Article 9.00 of the Loan Agreements.

9.08 Powers of Attorney

Each Obligor (subject to the limitations set forth in section 9.04) hereby constitutes and appoints each of the Lenders or either of them, with full power of substitution, as its attorney and agent, with full power and authority, in its name, place and stead, to make, execute, acknowledge, and deliver all documents necessary under this Agreement, the Loan Agreements, or the Security, to commence, continue, or defend any proceedings authorized to be taken under this Agreement the Loan Agreements, or the Security, and to generally to use the name of each Obligor in the exercise of all or any of the powers conferred on the Lenders in this Agreement, the Loan Agreements, or the Security. This power of attorney is irrevocable and is a power coupled with an interest and is granted to secure the performance by each Obligor of its obligations under this Agreement, the Loan Agreements, or the Security. Each Obligor will be bound by any representations made by its attorney acting in good faith and without negligence under that power of attorney (provided that such representations have been made by it in this Agreement or otherwise in writing by it to its attorney), and each Obligor ratifies and hereby waives all defences that may be available to contest, negate, or disaffirm, all actions of its attorney taken in good faith and without negligence under this power of attorney.

9.09 Governing law

The laws of Nova Scotia and the laws of Canada applicable in Nova Scotia, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.

9.10 Submission to jurisdiction

The parties irrevocably attorn to the jurisdiction of the courts of Nova Scotia, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

9.11 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Agreement.

9.12 Effective date

This Agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

9.13 Receipt of copy


Each Obligor acknowledges having received a signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first written above.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: 
Brian Ko
ASO

Per: 
Name: Philip Robson
ASO

THE HALIFAX HERALD LIMITED

Per: _____
Name: _____
Title: _____

G.W.D. INVESTMENTS LIMITED

Per: _____
Name: _____
Title: _____

HEADLINE PROMOTIONAL PRODUCTS LIMITED


Per: _____
Name: _____
Title: _____


SARAH A. DENNIS FAMILY TRUST (2009)

Per: _____
Name: _____
Title: Trustee

WITNESS: _____
Name: _____

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: 
Brian Ko
ASO

Per: 
Name: Philip Robson
ASO

SALTWIRE NETWORK INC.

Per: _____
Name: _____
Title: _____

BRACE CAPITAL LIMITED

Per: _____
Name: _____
Title: _____

BRACE HOLDINGS LIMITED

Per: _____
Name: _____
Title: _____

**THE MARK LEVER FAMILY TRUST
(2017)**

Per: _____
Name: _____
Title: Trustee

SARAH A. DENNIS

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first written above.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: _____
Brian Ko
ASO

Per: _____
Name:
ASO


THE HALIFAX HERALD LIMITED

Per: 
Name: Mark Lever
Title: President & CEO


G.W.D. INVESTMENTS LIMITED

Per: 
Name: Sarah Dennis
Title:

HEADLINE PROMOTIONAL PRODUCTS LIMITED

Per: 
Name: Mark Lever
Title: President

SARAH A. DENNIS FAMILY TRUST (2009)

Per: 
Name: Sarah Dennis
Title: Trustee

WITNESS: 
Name: Owen Barnhill.

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.


Per: _____
Brian Ko
ASO

Per: _____
Name:
ASO

SALTWIRE NETWORK INC.

Per: 
Name: Mark Lever
Title: President & CEO


BRACE CAPITAL LIMITED

Per: 
Name: Mark Lever
Title: President

BRACE HOLDINGS LIMITED

Per: 
Name: Mark Lever
Title: President

THE MARK LEVER FAMILY TRUST (2017)

Per: 
Name: Mark Lever
Title: Trustee


SARAH A. DENNIS

**SCHEDULE A
HERALD LOAN & SECURITY DOCUMENTS**

1. The Herald Loan Agreement, as amended;
2. Collateral mortgage between Herald and Fund III dated July 18, 2012 over the following owned property of Herald;

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

3. Collateral mortgage between Brace Properties Limited and Fund III dated July 20, 2012 over the following owned property of Brace Properties Limited;

Province	Civic Address	Parcel Identification Number
Nova Scotia	88 College Street Antigonish	1228626 1228634

4. General security agreement between Herald and Fund III dated July 19, 2012;
5. Trademark security agreement between Herald and Fund III dated July 19, 2012;
6. Trademark security agreement between Brace Capital and Fund III dated July 19, 2012;
7. Guarantee/Pledge agreement between GWD and Fund III dated July 19, 2012, as amended;
8. Guarantee agreement between Brace Capital and Fund III dated July 19, 2012;
9. Guarantee/Pledge agreement between Dennis and Fund III dated July 19, 2012, as amended;
10. Guarantee/Pledge by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
11. General security agreement between SaltWire and Fund III dated April 12, 2017;
12. Guarantee agreement between SaltWire and Fund III dated April 12, 2017;
13. Guarantee/Pledge agreement between Dennis Trust and Fund III dated April 12, 2017;
14. Guarantee/Pledge agreement between Lever Trust and Fund III dated April 12, 2017;
15. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated April 12, 2017;
16. Amended and restated guarantee/pledge agreement between Dennis and Fund III dated April 12, 2017;
17. General security agreement between Headline and Fund III dated January 1, 2018;
18. Trademark security agreement between Headline and Fund III dated January 1, 2018;
19. Guarantee between Headline and Fund III dated January 1, 2018; and
20. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated January 1, 2018.

SCHEDULE B

SALTWIRE LOAN & SECURITY DOCUMENTS

1. The SaltWire Loan Agreement, as amended;
2. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
3. General Security Agreement between Herald and Fund V dated April 12, 2017;
4. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
5. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
6. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;
7. Guarantee by Herald in favour of Fund V dated April 12, 2017;
8. Guarantee by Brace in favour of Fund V dated April 12, 2017;
9. Guarantee/Pledge by Dennis dated April 12, 2017;
10. Guarantee/Pledge by Dennis Trust dated April 12, 2017;
11. Guarantee/Pledge by Lever Trust dated April 12, 2017;
12. Guarantee/Pledge by GWD dated April 12, 2017;
13. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
14. Collateral Mortgage over the following owned real property of SaltWire

Province	Civic Address	Parcel Identification Number
Nova Scotia	2 Second Street, Yarmouth Yarmouth County	90207978
		90288234
		90288242
		90288259
	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

15. Guarantee by Headline in dated January 1, 2018;
16. General Security Agreement between Headline and Fund V dated January 1, 2018
17. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
18. Amended and Restated guarantee/pledge by Brace Holdings in favour of Fund V;

SCHEDULE C HERALD FORBEARANCE REPAYMENT SCHEDULE

Halifax Herald Limited

Account Number: IPD31213

Principal Amount: \$18,000,000.00

Valuation Date: 17-Jul-12

Interest Rate: 6.000%

of Payments: 120

Blended Payment \$236,545.74

Amortization: 96

PIK 0.500%

Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	Halifax Herald Limited MODIFIED DURATION CALCULATION			
						PV	PVMths.	\$ Years	
90	15-Jan-20	353,124.57	53,303.39	299,821.18	10,360,856.02	\$225,414.77	\$ 20,287,329.72	\$ 26,983,906.20	\$4,527.14
91	15-Feb-20	51,804.28	51,804.28	-	10,360,856.02	\$32,904.40	\$ 2,994,300.72	\$ -	\$4,399.82
92	15-Mar-20	51,804.28	51,804.28	-	10,360,856.02	\$32,740.70	\$ 3,012,144.40	\$ -	\$4,115.96
93	15-Apr-20	51,804.28	51,804.28	-	10,360,856.02	\$32,577.81	\$ 3,029,736.42	\$ -	\$4,399.82
94	15-May-20	51,804.28	51,804.28	-	10,360,856.02	\$32,415.73	\$ 3,047,078.83	\$ -	\$4,257.89
95	15-Jun-20	51,804.28	51,804.28	-	10,360,856.02	\$32,254.46	\$ 3,064,173.70	\$ -	\$4,399.82
96	15-Jul-20	51,804.28	51,804.28	-	10,360,856.02	\$32,093.99	\$ 3,081,023.04	\$ -	\$4,257.89
97	15-Aug-20	51,804.28	51,804.28	-	10,360,856.02	\$31,934.32	\$ 3,097,628.89	\$ -	\$4,399.82
98	15-Sep-20	51,804.28	51,804.28	-	10,360,856.02	\$31,775.44	\$ 3,113,993.24	\$ -	\$4,399.82

SCHEDULE D SALTWIRE FORBEARANCE REPAYMENT SCHEDULE

Saltwire Network Inc.

Account Number: IPD51716

Principal Amount: \$31,000,000.00

Interest Rate: 6.000%

Blended payment \$452,865.19

PIK 0.500%

Valuation Date: 10-Apr-17

of Payments: 96

Amortization: 84

							Saltwire Network Inc.				
							MODIFIED DURATION CALCULATION				
Pymt.		Total	Interest	Principal	Principal		PV	PVMths.	\$ Years		
#	Date	Payment	Portion	Portion	Outstanding						
33	15-Jan-20	1,033,255.21	158,499.95	874,755.26	30,228,728.90	x	\$876,450.85	\$ 28,922,878.00	\$ 28,866,923.58	\$ 13,208.33	
34	15-Feb-20	154,042.29	154,042.29	0.00	30,228,728.90		\$130,015.12	\$ 4,420,514.13	\$ -	\$ 12,836.86	
35	15-Mar-20	144,104.08	144,104.08	0.00	30,228,728.90		\$121,021.94	\$ 4,235,767.95	\$ -	\$ 12,008.67	
36	15-Apr-20	154,042.29	154,042.29	0.00	30,228,728.90	x	\$128,724.66	\$ 4,634,087.65	\$ -	\$ 12,836.86	
37	15-May-20	149,073.18	149,073.18	0.00	30,228,728.90		\$123,952.48	\$ 4,586,241.87	\$ -	\$ 12,422.77	
38	15-Jun-20	154,042.29	154,042.29	0.00	30,228,728.90		\$127,447.00	\$ 4,842,986.03	\$ -	\$ 12,836.86	
39	15-Jul-20	149,073.18	149,073.18	0.00	30,228,728.90		\$122,722.19	\$ 4,786,165.53	\$ -	\$ 12,422.77	
40	15-Aug-20	154,042.29	154,042.29	0.00	30,228,728.90		\$126,182.03	\$ 5,047,281.04	\$ -	\$ 12,836.86	
41	15-Sep-20	154,042.29	154,042.29	0.00	30,228,728.90		\$125,554.25	\$ 5,147,724.44	\$ -	\$ 12,836.86	

**SCHEDULE E
SALE PROPERTIES**

	List Price	Sale Price	Net Proceeds	Capital Gains (estimate)	After-Tax Proceeds	Closing Date
Property Sales						
Sold Properties						
Shelburne, NS	\$50,000	\$66,000	\$61,454	\$(6,000)	\$67,454	14-May-19
Truro, NS	\$900,000	\$800,000	\$661,301	\$(70,000)	\$731,301	25-Jul-19
Charlottetown, PEI	\$1,000,000	\$2,050,000	\$1,402,311	\$(148,000)	\$1,550,311	30-Aug-19
Corner Brook, NFLD	\$620,870	\$673,673	\$583,733	\$(62,000)	\$645,733	31-Aug-19
New Glasgow, NS	\$290,000	\$330,000	\$250,344	\$(26,000)	\$276,344	7-Sep-19
Antigonish, NS	\$400,000	\$450,000	\$433,182	\$(46,000)	\$479,182	31-Oct-19
St. Anthony, NFLD	\$80,000	\$85,000	\$69,500	\$(7,000)	\$76,500	30-Apr-30
Total	\$3,340,870	\$4,454,673	\$3,461,826	\$(365,000)	\$(3,826,826)	
Properties under Agreement						
None.						
Properties for sale						
Columbus Drive, NFLD	\$2,000,000	n/a	n/a	n/a	n/a	n/a
Sydney, NS	\$2,200,000	n/a	n/a	n/a	n/a	n/a
Total	\$ 4,200,000					
Total	\$7,540,870	\$4,454,673	\$3,461,826	\$(365,000)	\$3,826,826	

Form 39.09

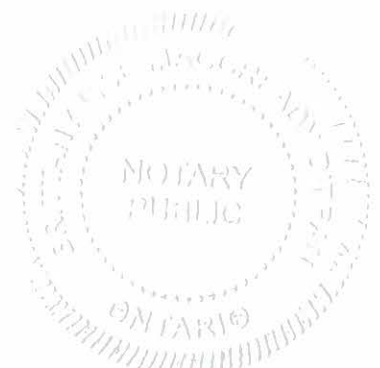
Exhibit Stamp

Hfx No.

This is Exhibit "V" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



THIRD AMENDED AND RESTATED FORBEARANCE AGREEMENT

THIS THIRD AMENDED AND RESTATED FORBEARANCE AGREEMENT (as may be further amended, restated, supplemented, replaced or otherwise modified from time to time, this **"Agreement"**) is made as of the 2nd of November, 2020, to be effective as of the 30th of September, 2020.

BETWEEN:

FIERA PRIVATE DEBT FUND III LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (**"Fund III"**)

and

FIERA PRIVATE DEBT FUND V LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (**"Fund V"** and together with Fund III, the **"Lenders"**)

and

THE HALIFAX HERALD LIMITED (the **"Herald"**)

and

SALTWIRE NETWORK INC. (**"SaltWire"**, and together with the Herald the **"Borrowers"**)

and

G.W.D. INVESTMENTS LIMITED (**"GWD"**)
BRACE CAPITAL LIMITED (**"Brace"**)
THE MARK LEVER FAMILY TRUST 2017 (**"Lever Trust"**)
SARAH DENNIS (**"Dennis"**)
SARAH A. DENNIS FAMILY TRUST 2009 (**"Dennis Trust"**)
BRACE HOLDINGS LIMITED (**"Holdings"**)
HEADLINE PROMOTIONAL PRODUCTS LIMITED (**"Headline"**)

(each individually called a **"Guarantor"**, collectively called the **"Guarantors"**, and together with the Borrowers, the **"Obligors"**)

RECITALS:

A. Fund III has made available certain credit facilities to the Herald under a loan agreement dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the **"Herald Loan Agreement"**).

B. Fund V has made available certain credit facilities to SaltWire under a loan agreement dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as

the “**SaltWire Loan Agreement**” and together with the Herald Loan Agreement, the “**Loan Agreements**”).

C. Pursuant to the terms of the Herald Loan Agreement, the Obligors have executed and delivered to Fund III the documents listed in Schedule A (HERALD LOAN & Security DOCUMENTS) (the “**Herald Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund III that may be outstanding from time to time (the “**Herald Loan Obligations**”).

D. Pursuant to the terms of the SaltWire Loan Agreement, the Obligors have executed and delivered to Fund V the documents listed in Schedule A (HERALD LOAN & Security DOCUMENTS) (the “**SaltWire Security**”, and together with the Herald Security, the “**Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund V that may be outstanding from time to time (the “**SaltWire Loan Obligations**” and together with the Herald Loan Obligations, the “**Obligations**”).

E. The Herald is indebted to Fund III in the amount of \$10,360,856.02 inclusive of interest to the date hereof (the “**Herald Indebtedness**”).

F. SaltWire is indebted to Fund V in the amount of \$30,228,728.90 inclusive of interest to the date hereof (the “**SaltWire Indebtedness**” and together with the Herald Indebtedness, the “**Total Indebtedness**”).

G. The Guarantors (and the Herald in regards to the SaltWire Loan Obligations and SaltWire in regards to the Herald Loan Obligations) guaranteed the Obligations pursuant to the applicable guarantees set out in Schedule A.

H. The Obligors are in default under the Loan Agreements and the Security.

I. The Obligors and the Lenders entered into a forbearance agreement dated February 28, 2019 and effective as of January 15, 2019 (the “**Original Forbearance Agreement**”).

J. The Obligors and the Lenders entered into an amended and restated forbearance agreement dated October 2, 2019 and effective as of June 30, 2019 to amend and restate the Original Forbearance Agreement as provided therein (the “**Amended and Restated Forbearance Agreement**”).

K. The Obligors and the Lenders entered into a second amended and restated forbearance agreement dated May 19, 2020 and effective as of February 15, 2020 to amend and restate the Amended and Restated Forbearance Agreement as provided therein (the “**Second Amended and Restated Forbearance Agreement**”).

L. The Obligors and the Lenders are entering into this Agreement to further amend and restate the Second Amended and Restated Forbearance Agreement as provided herein.

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this Agreement, in addition to the terms defined above, the following definitions apply:

“**Bankruptcy Event**” means, relating to any Obligor, that

- (a) it fails to pay or perform its obligations generally as they become due or admits its inability to pay its debts generally,
- (b) it is an insolvent person or commits or threatens to commit an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada),
- (c) a Bankruptcy Proceeding (excluding any Bankruptcy Proceeding instituted against the Obligor that it is contesting in good faith by appropriate proceedings so long as enforcement remains stayed, none of the relief sought is granted (either on an interim or permanent basis), and the Bankruptcy Proceeding is dismissed within 30 days of its commencement), or
- (d) it takes any action to authorize any of the actions set forth in this definition.

“Bankruptcy Proceeding” means, relating to any Obligor, the commencement of any proceeding or the taking of any step, whether voluntary or involuntary or whether instituted by or against that it, under the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), or any other similar legislation of any jurisdiction seeking any of the following or resulting, by operation of law, in the bankruptcy of that Person:

- (a) any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, or other similar relief in respect of any or all of any Obligor’s obligations,
- (b) the winding up, liquidation, or dissolution of any Obligor or all or any part of its businesses, undertaking, properties, and assets,
- (c) any order declaring, finding, or adjudging any Obligor insolvent or bankrupt, or
- (d) the appointment (provisional, interim, or permanent) of any receiver, receiver and manager, trustee, monitor, custodian, liquidator, or other Person with similar powers.

“Business Day” means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.

“Default” means if

- (a) any Obligor defaults in the performance of any obligation under this Agreement, the Loan Agreement, or the Security,
- (b) any representation or warranty made by any Obligor in this Agreement, either of the Loan Agreements, the Security or in any certificate or other document at any time delivered to the Lenders pursuant thereto was incorrect or misleading in any material respect,
- (c) any Obligor denies its obligations under this Agreement, either of the Loan Agreements, or the Security, or claims that any of them is invalid in whole or in part,
- (d) any default by any Obligor in the payment or performance of any of its Obligations,

- (e) a Bankruptcy Event occurs relating to any Obligor, or
- (f) any Obligor takes any corporate or other action to authorize, or in furtherance of, any of the circumstances listed above.

“Forbearance Period” means the period from the execution and delivery by the Obligors of this Agreement and ending upon the earlier of

- (a) the close of business on March 31, 2021 unless extended by the Lenders under section 6.01; and
- (b) the termination of such period by the Lenders in accordance with the terms of this Agreement.

“Governmental Authority” means (a) the government of Canada or any other nation, whether federal, provincial, state, municipal, local, or other government or public department, (b) any central bank, court, tribunal, arbitral body, regulatory body (including any stock exchange), commission (including any securities commission), board, bureau, agency, authority, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, any of the foregoing, and (c) any subdivision of any of the foregoing.

“Limited Guarantor” means an Obligor that is only required to have provided a Limited Recourse Guarantee and Pledge Agreement pursuant to the terms of the Loan Agreements or either of them.

“Notice” means any notice, request, direction, or other document that a party can or must make or give under this Agreement.

“Person” includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the Loan Agreements.

1.02 Currency

Unless specified otherwise, all dollar amounts expressed in this Agreement refer to Canadian currency.

1.03 Headings

The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

1.04 Internal references

References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement.

1.05 Number and gender

Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

1.06 Calculation of time

In this Agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Eastern Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. Eastern Time on the next Business Day.

1.07 Construction of terms

The parties have each participated in settling the terms of this Agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this Agreement.

1.08 Amendment, Restatement and Novation

This Agreement amends, restates, supersedes and replaces the Second Amended and Restated Forbearance Agreement in its entirety and is not a novation with respect to the Second Amended and Restated Forbearance Agreement.

ARTICLE 2 FORBEARANCE

2.01 Forbearance Period

Except as otherwise specifically provided in this Agreement, during the Forbearance Period the Lenders shall refrain from further enforcing their rights and remedies under the Loan Agreements and the Security. Following the Forbearance Period, the Lenders will have no obligations under this Agreement.

2.02 Repayment of Indebtedness

- (a) Notwithstanding Schedule "H" (Repayment Schedule) of the Herald Loan Agreement, the Herald shall be required to make payments in respect of the Herald Indebtedness in accordance with the repayment schedule attached hereto as Schedule C (Herald Forbearance Repayment Schedule) from the date of this Agreement until March 31, 2021, at which time the repayment schedule set out in Schedule "H" of the Herald Loan Agreement will resume unless Fund III, in its sole discretion, has otherwise agreed in writing to an alternative repayment schedule.
- (b) Notwithstanding Schedule "H" (Repayment Schedule) of the SaltWire Loan Agreement, SaltWire shall be required to make payments in respect of the SaltWire Indebtedness in accordance with the repayment schedule attached hereto as Schedule D (SaltWire Forbearance Repayment Schedule) from the date of this Agreement until March 31, 2021, at which time the repayment schedule set out in Schedule "H" of the SaltWire Loan Agreement will resume unless Fund V, in its sole discretion, has otherwise agreed in writing to an alternative repayment schedule.

2.03 Calculation of Financial Ratios

During the Forbearance Period all funds advanced to SaltWire pursuant to the VTB and any PIK Interest shall be excluded from the calculation of the financial ratios contained at Section 5.3 of each Loan Agreement, as applicable.

ARTICLE 3 OBLIGORS' REPRESENTATIONS AND WARRANTIES

Each Obligor jointly and severally represents and warrants to the Lenders that each of the representations and warranties contained in Article 2.00 of each of the Loan Agreements are true and correct as of the date hereof. Each Obligor further jointly and severally represents and warrants to the Lenders as follows, acknowledging that the Lenders are relying on these representations and warranties:

3.01 Existence

If it is a corporation, it is a corporation incorporated and existing under the laws of the jurisdiction of its incorporation.

3.02 Power and capacity

If it is a corporation, it has the corporate power and capacity to carry on business, to own properties and assets, and to execute, deliver, and perform its obligations under this Agreement.

3.03 Authorization

If it is a corporation, it has taken all necessary corporate action to authorize its execution and delivery of, and the performance of its obligations under, this Agreement.

3.04 Execution and delivery

It has duly executed and delivered this Agreement.

3.05 Enforceability

This Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms.

3.06 No breach

The execution, delivery, and performance of its obligations under this Agreement do not and will not breach or result in a default under

- (a) if applicable, its memorandum of association, articles of association, by-laws, or any shareholders agreement to which it is a party,
- (b) any law to which it is subject,
- (c) any judgment, order, or decree of any court, agency, tribunal, arbitrator, or other authority to which it is subject, or
- (d) any agreement to which it is a party or by which it is bound.

3.07 No regulatory approvals required

It is not required to obtain any action, approval, authorization, consent, or order of, or make any filing, registration, qualification, or recording with, any Governmental Authority or any other Person in connection with the execution or delivery of, or the performance of its obligations under, this Agreement

3.08 Permits and other authorizations

It holds all necessary permits and other authorizations necessary to own, lease, and operate its properties and to conduct its business as it is now carried on.

3.09 Bankruptcy, etc.

No proceedings have been taken or authorized by it or, to its knowledge, by any other Person relating to its bankruptcy, insolvency, liquidation, dissolution, or winding up.

3.10 Books and records, etc.

It has disclosed to the Lenders all information relating to the Obligors and their respective businesses, assets, and financial condition to the date of this Agreement that may be relevant. All of the books and records of the Obligors provided as of the date of this Agreement are true and complete in all respects.

3.11 No barrier to entering into this Agreement

It is not aware of any fact, event, circumstance, or condition relating to any other Obligor that may cause the Lenders not to enter into or accept any of the terms of this Agreement.

ARTICLE 4 OBLIGORS' COVENANTS

Until the payment and performance of all of the Obligations in full, each Obligor jointly and severally covenants with the Lenders to comply with each and every covenant contained in Article 5 of each of the Loan Agreements (each as amended) and as follows, acknowledging that the Lenders are relying on these covenants:

4.01 Real Property Sale

- (a) Notwithstanding section 5.2 (a) of each of the Loan Agreements, the Obligors shall continue to engage a real estate brokerage acceptable to the Lenders pursuant to a listing agreement (the "**Agent**"), to list certain Real Property acceptable to the Lenders, in their sole discretion, for sale including, without limitation, the Real Property listed in Schedule E attached hereto (which may be updated by the Lenders from time to time) (each a "**Sale Property**" and collectively, the "**Sale Properties**"). For certainty, the Lenders may, in their sole discretion, at any time require that SaltWire list for sale any Real Property that is not already a Sale Property by providing SaltWire with written Notice of such request ("**Sale Request Notice**"). Upon receipt of a Sale Request Notice, SaltWire covenants and agrees to list the Real Property specified therein for sale promptly, at a minimum sale price satisfactory to the Lender, in its sole discretion, and otherwise in accordance with the terms and conditions of this

Agreement. The Agent shall be provided irrevocable authorization and direction to:

- (i) immediately provide copies of all offers to purchase the Sale Properties received by the Agent to the Lenders;
- (ii) freely communicate with the Lenders (without any restriction) and provide full disclosure of all aspects of the marketing process to the Lenders in a complete and timely manner; and
- (iii) direct that the net proceeds from any sale of Real Property be paid to Fund V,

provided that, Fund V may, in its sole discretion, direct net proceeds of any sale of the Sale Properties to be (w) applied to reduce the SaltWire Indebtedness, (w) applied to reduce the Herald Indebtedness, (x) retained by SaltWire to repay the HST Liability in accordance with Section 4.17, (y) retained by SaltWire to pay any Capital Gains Taxes in accordance with Section 4.18, or (z) applied as it otherwise sees fit.

- (b) No less than monthly and at any more frequent time as requested by the Lenders, the Obligors shall provide to the Lenders a reporting of the status of the sales and marketing of each of the Sale Properties.

4.02 Sales and Financing Offers

The Obligors shall act in good faith to obtain *bona fide* offers and proposals in respect of (i) additional equity investments in the Herald, and (ii) the sale of any Property of the Obligors, including, without limitation, partial, divisional or segmented sales (each a “**Offer**” and collectively, the “**Offers**”). The Obligors shall immediately provide copies of all Offers received by the Obligors to the Lenders, including, without limitation, any term sheet, commitment letter, letter of intent, exclusivity agreement or any other form of offer or proposal as to the financing of the Obligors or the sale of any Property of the Obligors. The Lenders’ prior written consent, which shall not be unreasonably withheld, shall also be required prior to (y) any Obligor accepting, responding to or finalizing any Offer, and (z) the entering into by the applicable Obligor of the agreements, instruments and transactions required to consummate such Offer (collectively, the “**Consummating Transactions**”). By execution of this Agreement, the Obligors hereby provide the Lenders with irrevocable authorization and direction to direct all net proceeds from any Offer and the corresponding Consummating Transactions as they see fit.

4.03 PIK Interest

Notwithstanding section 3.7 of each of the Loan Agreements and the default by the Borrowers under each of the Loan Agreements, PIK Interest shall accrue and be added to the Herald Indebtedness and SaltWire Indebtedness, as applicable, as additional principal on the fifteenth (15th) day of each and every month during the Forbearance Period, and shall thereafter automatically constitute a part of the outstanding principal amount of the Herald Indebtedness and SaltWire Indebtedness, as applicable, for all purposes (except that interest shall not accrue on such portion thereof comprised of PIK Interest).

4.04 Access to Meetings

The Obligors shall provide access to any person designated by the Lenders to attend, as an observer, board, leadership and strategic meetings of the officers or directors of each of the Obligors (the "**Leadership Meetings**"). Each Obligor shall deliver to the Lenders all notices consents, minutes, documents and other information and materials that each Obligor sends to the officers or directors of the Obligors in connection with the Leadership Meetings at the same time as such items are delivered to the officers or directors of the applicable Obligor. The Obligors shall make arrangements reasonably required to permit the Lenders' nominee to be present, or observe Leadership Meetings in person, or at the Lenders' option, by telephone or other electronic means. The Lenders' nominee shall be permitted to take notes at any Leadership Meeting.

4.05 Transcontinental Damages

SaltWire shall provide the Lenders (i) a status update on the last Business Day of each calendar month, and (ii) a copy of any formal settlement offer (a "**Settlement Offer**") promptly upon receipt, in respect of the claim brought by SaltWire against Transcontinental Nova Scotia Media Inc. ("**TC**") in the Nova Scotia Supreme Court for breach by TC of (x) the purchase agreement between SaltWire and TC dated April 12, 2017 (the "**TC Purchase Agreement**"), and (y) the VTB promissory note issued by SaltWire to TC in connection with the TC Purchase Agreement. With respect to any and all Settlement Offers, the Obligors acknowledge, covenant and agree to and in favour of the Lenders as follows:

- (a) The Lender's prior written consent, which shall not be unreasonably withheld, shall be required prior to SaltWire (or any other Obligor or agent or representative on behalf of any of the Obligors) accepting, responding to or finalizing any Settlement Offer; and
- (b) By execution of this Agreement, SaltWire (or any other Obligor or agent or representative on behalf of any of the Obligors) hereby provides the Lender with irrevocable authorization and direction to direct all net proceeds from any Settlement Offer as they see fit.

4.06 Management Compensation

Notwithstanding section 5.2 (e) of each of the Loan Agreements, during the Forbearance Period no Obligor shall, directly or indirectly, make any payment to any director, officer or employee (i) for compensation for employment services, or (ii) by way of Corporate Distribution, in each case, in excess of (x) ██████████ in aggregate per calendar year to Mark Lever, (y) ██████████ in aggregate per calendar year to more than one other director, officer or employee of any Obligor other than Mark Lever, or (z) ██████████ in aggregate per calendar year to all directors and officers of the Obligors. For certainty, no other director, officer or employee other than as referenced in (x) and (y) above shall, directly or indirectly, receive payment(s) from the Obligors, in the aggregate, as compensation for employment services or by way of Corporate Distributions in excess of ██████████ per calendar year during the Forbearance Period.

4.07 Payment of all amounts when due

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid to the Lenders when due any and all amounts required by this Agreement, the Loan Agreements, or the Security.

4.08 Transparency

Each Obligor shall, at all times, keep the Lenders fully informed and advised of any and all communications and discussions with potential investors in, or purchasers of assets in, its business or assets, including, without limitation, with respect to the Sale Properties and Offers.

4.09 Insurance

Each Obligor shall maintain in good standing all of its insurance policies as reasonably required by the Lenders under the Loan Agreements and the Security from time to time.

4.10 Inspections

Each Obligor shall:

- (a) permit the Lenders and their representatives at any time to inspect, and make copies and summaries of, its books of account, records, and documents, make any enquiries to verify any entries in its books of account, records, and documents; and
- (b) provide the Lenders with all reports that the Lenders may reasonably require (including reports on all relevant sales, purchases, receipts, deposits, payments, contracts, or agreements), and assist the Lenders with the preparation of any reports that the Lenders are required to make.

4.11 No transfer of assets

No Obligor shall transfer any asset to any Person except or specifically contemplated and permitted in accordance with the terms hereof. This covenant shall only apply to any Limited Guarantor in regards to the securities pledged in favour of the Lenders by such Limited Guarantor pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.12 No unauthorized payments

Except as specifically contemplated and permitted pursuant to the terms hereof, each Obligor (other than a Limited Guarantor) shall refrain from (i) declaring any dividends, (ii) making any capital expenditures, or (iii) selling, transferring, releasing, settling, assigning, or moving any of its property or assets. Each Obligor (other than a Limited Guarantor) shall also refrain from (x) making any purchases or payments outside the ordinary course of business, (y) incurring any expenses or liabilities outside the ordinary course of business, or (z) granting any bonuses or salary increases outside of the ordinary course of business in accordance with past practice of the Obligors (and in any event only in compliance with all applicable covenants under the Loan Agreements and the Security). Each Limited Guarantor shall refrain from selling, transferring, releasing, settling or assigning any of the securities pledged in favour of either of the Lenders pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.13 No material changes

No Obligor shall change its name, its jurisdiction of incorporation or location of chief executive office or its fiscal year or effect a material change in the nature and character of its business.

4.14 No loans, etc.

No Obligor shall make or provide the benefit of any loan, facility, guarantee, letter of credit, advance, or other financing or amount provided by either of the Lenders to or on behalf of any Obligor, whether before, on, or after the date of this Agreement, in favour of any Person.

4.15 No merger

- (a) No Obligor shall consolidate, amalgamate, or merge with any other Person.
- (b) No Obligor (other than a Limited Guarantor) shall:
 - (i) acquire the shares of any Person outside of the ordinary course of its business, or
 - (ii) invest in, lend money to, guarantee, provide any financial assistance, or assume the indebtedness of any Person otherwise than by way of credit or advances in the ordinary course of their business in respect of goods or services required or provided by them.

4.16 No change to share capital

No Obligor (other than a Limited Guarantor) shall:

- (a) increase, reduce, change, classify or reclassify its authorized or issued capital or, except as specifically contemplated and permitted pursuant to the terms of this Agreement, issue any additional shares thereof; or
- (b) purchase, redeem, acquire or retire any of its shares.

4.17 HST Liability

To the extent that Fund V permits SaltWire to retain net proceeds of any sale of the Sale Properties to repay its outstanding HST liabilities of approximately \$6,230,000 (such liability being referred to herein as the “**HST Liability**”) in accordance with Section 4.01(a)(x) above, SaltWire covenants and agrees that it shall use all such proceeds up to a maximum aggregate amount of \$4,535,000 to pay or cause to be paid in part the HST Liability when due and payable, subject to any payment deferrals permitted by the Canada Revenue Agency (the “**CRA**”) as a result of the COVID-19 pandemic, and not for any other purpose. The parties acknowledge and confirm that, as of the date hereof, payment of all HST liabilities of the Obligors, including the HST Liability, have been deferred by the Canada Revenue Agency until such time as the CRA provides notice to the Obligors that such deferrals will cease. The Obligors covenant and agree to deliver copies to the Lender of any notice, correspondence or other communication from the CRA pertaining to the deferral of the payment of HST liabilities by the Obligors forthwith upon receipt. To the extent that the net proceeds retained by SaltWire in accordance with Section 4.01(a)(x) above are equal to an amount greater than \$4,535,000 in the aggregate, then SaltWire covenants and agrees to promptly pay such excess amount to Fund V to be applied as it sees fit, in its sole discretion. Additionally, SaltWire covenants and agrees to pay or provide to the Herald to pay in full all of the Obligors' outstanding HST liabilities when due and payable and not for any other purpose. For certainty, in accordance with section 5.1(i) of each Loan Agreement, each Obligor shall pay or cause to be paid all taxes, rates, government fees and dues levied, assessed or imposed upon it and upon its Property or any part thereof, as and when the same become due and payable, save and except when, and so

long as, the validity of any such taxes, rates, fees, dues, levies, assessments or imposts is in good faith, by proper legal proceedings, being contested by it, provided such proceedings effectively postpone enforcement of any lien arising from non-payment.

4.18 Capital Gains Taxes

To the extent that Fund V permits SaltWire to retain net proceeds of any sale of the Sale Properties to repay the Capital Gains Taxes (as defined below) in accordance with Section 4.01(a)(y) above, SaltWire covenants and agrees that it shall use such proceeds to pay or cause to be paid any taxes, rates, government fees and dues levied, assessed or imposed upon it in connection with the sale of such Sale Property (including, for certainty, related to any capital gain realized by an Obligor in connection with such sale) (collectively, “**Capital Gains Taxes**”) when due and payable and not for any other purpose. To the extent that the net proceeds retained by SaltWire in accordance with Section 4.01(a)(y) above are greater than the Capital Gains Taxes then due and payable, then SaltWire covenants and agrees to promptly return such excess amount to Fund V to be applied as it sees fit, in its sole discretion.

ARTICLE 5 OBLIGORS’ ACKNOWLEDGEMENTS

Each Obligor acknowledges, confirms and agrees to the Lenders as follows:

5.01 Borrowers in default

Each of the Obligors acknowledge that each of the Borrowers is in default (and therefore, by implication, all of the Obligors are in default) under each of the Loan Agreements and the Security. The Lenders are entitled to exercise all of their rights and remedies under each of the Loan Agreements and the Security.

5.02 Security valid and enforceable

The Security is fully valid and enforceable by the Lenders against each party to the Security in accordance with its terms.

5.03 Lenders’ reasonable notice

The Lenders have provided reasonable notice to each of the Obligors in respect of the exercise of their rights and remedies under each of the Loan Agreements and the Security.

5.04 Waiver of claims

To the extent permitted by law, each Obligor waives any defences and claims against each of the Lenders in connection with the exercise of their rights and remedies under this Agreement, the Loan Agreements, or the Security.

5.05 Compliance with Loan Agreement and Security

Subject to the terms of this Agreement, each Obligor has fully complied with, and shall in the future continue to fully comply with, all of the covenants contained in Article 5 of the Loan Agreements and all other obligations, covenants and conditions set out in the Loan Agreements and the Security (except as otherwise provided in this Agreement), including, without limitation, the quarterly reporting covenants set out at Section 5.1(e)(ii) and Section 5.1(e)(iii) of the Loan Agreements and the requirement that the Borrowers provide the Lenders, within fifteen (15)

calendar days after the end of each month, with unaudited financial statements of Brace Holdings Limited (on a fully combined basis), prepared in accordance with generally accepted accounting principles applied on a consistent basis.

ARTICLE 6 TERMINATION AND EXTENSION OF FORBEARANCE PERIOD

6.01 Termination

Upon the occurrence of any Default at any time during the Forbearance Period or upon the expiry of the Forbearance Period, unless the Obligors have cured all defaults under each of the Loan Agreements to the Lenders' satisfaction, in their sole discretion:

- (a) all of the Obligations, including all of the Indebtedness and all other amounts payable under this Agreement and any amounts incurred or arising in connection with the Loan Agreements and the Security, will become immediately due and payable without Notice;
- (b) the Lenders may immediately exercise any rights or remedies available to them under the Loan Agreements and the Security, and each Obligor shall
 - (i) perform and make payment in full of all of their respective Obligations that remain outstanding at that time (including all the Indebtedness, together with accrued and accruing interest and related costs and expenses) without any further Notice, or
 - (ii) consent to the Lenders' immediate enforcement of all of the Security to which it is a party (including the appointment of a trustee in bankruptcy, the appointment of an agent, a receiver, a manager, or a receiver and manager, as the Lenders may see fit in their sole absolute discretion without any further Notice).

In the Lenders' sole and absolute discretion, the Forbearance Period may be extended for a period acceptable to the Lenders, provided that no extension will be granted unless the following conditions are met to the Lenders' satisfaction in their sole discretion:

- (c) The Obligors are in compliance with all covenants set out in Article 4 or the Lenders are satisfied that the applicable Obligors are making all necessary efforts to be in compliance therewith and reporting to the Lenders to their satisfaction;
- (d) All representations and warranties set out in Article 3 remain true and correct in all respects; and
- (e) The Borrowers shall maintain a combined "Total Funded Debt to EBITDA Ratio" (as defined in the SaltWire Loan Agreement) of no greater than 7.5:1.0 as of March 31, 2021. For certainty, all funds advanced to SaltWire pursuant to the VTB and any PIK Interest shall be excluded from the calculation of the "Total Funded Debt to EBITDA Ratio" for purposes of this Agreement.

Each Obligor (other than a Limited Guarantor) consents to either of the Lenders assigning any Obligor into bankruptcy or consenting to the making of an interim or final receiving order against any Obligor.

ARTICLE 7 RIGHTS AND REMEDIES

7.01 Indemnity

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid, and shall indemnify each of the Lenders against, all reasonable costs incurred relating to:

- (a) any financing statements, financing change statements and notices of security interest filed relating to the Loan Agreements, the exercising of any or all of the Lenders' rights or remedies under this Agreement, the Loan Agreements, or the Security, the taking, recovering or possessing of any or all of the assets of the Obligors, and of any other proceedings taken for the purpose of enforcing the remedies provided in this Agreement, the Loan Agreements, or the Security or by reason of non-payment of the Obligations, including the appointment of an agent, a receiver, a manager, or a receiver and manager (whether by court order or private appointment), and
- (b) all other reasonable fees included in the Obligations, as they accrue, with interest at an annual rate equal to the highest rate borne by any of the Obligations, payable on demand.

7.02 Survival

Article 3 (Obligors' Representations and Warranties) and Article 4 (Obligors' Covenants) and sections 7.01 (Indemnity), 9.09 (Governing law) and 9.10 (Submission to jurisdiction) survive the termination of this Agreement.

7.03 Remedies cumulative

The rights, remedies, and powers provided in this Agreement, either of the Loan Agreements, or the Security to a party are cumulative and in addition to, and are not exclusive of or in substitution for, any rights, remedies, and powers otherwise available to that party.

7.04 Non-merger

The rights, obligations, and representations and warranties under this Agreement, the Loan Agreements, or the Security will not merge upon the taking of a judgment or judgments relating to any of the Obligations.

7.05 Severability

The invalidity or unenforceability of any particular term of this Agreement will not affect or limit the validity or enforceability of the remaining terms.

7.06 Waiver

No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement, the Loan Agreements, or the Security is effective unless it is in writing and signed by the party granting the waiver. No waiver will extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived. No waiver will affect the exercise of any other rights or remedies under this Agreement, the Loan Agreements, or the Security. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial

exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

ARTICLE 8 RELEASE

8.01 Release

The Obligors jointly and severally release and discharge the Lenders and their respective directors, officers, employees, and agents, from and against all claims and demands that they may have against either of the Lenders arising up to the date of this Agreement out of any action or omission of either of the Lenders or for any other reason.

ARTICLE 9 GENERAL PROVISIONS

9.01 Entire agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter. This Agreement supersedes any previous agreements and discussions between the parties. There are no representations, covenants, or other terms other than those set forth in this Agreement.

9.02 Further assurances

Each party, upon receipt of Notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

9.03 Amendment

This Agreement may only be amended by a written document signed by each of the parties.

9.04 Conflict of terms

If there is any inconsistency between the terms of this Agreement and the terms of either of the Loan Agreements or the Security, the terms of this Agreement will prevail, provided that, to the extent that either this Agreement or the Loan Agreements or the Security are silent on a particular matter, the Loan Agreement, the Security, or this Agreement, as the case may be, will govern relating to that matter. The parties shall take any necessary steps to conform the inconsistent terms to the terms of this Agreement. For greater certainty, nothing herein affects or expands the limited recourse obligations of any Limited Guarantor as set out in the Limited Recourse Guarantee and Pledge Agreement granted by such Limited Guarantor.

9.05 Binding effect

This Agreement enures to the benefit of and binds the parties and their respective successors, and permitted assigns.

9.06 Assignment

This Agreement may not be assigned by any Obligor without the Lenders' prior written consent. The Lenders may assign this Agreement and may transfer the Security to any Person without any of the Obligors' prior written consent.

9.07 Notice

To be effective, a Notice must be in writing and delivered in accordance with Article 9.00 of the Loan Agreements.

9.08 Powers of Attorney

Each Obligor (subject to the limitations set forth in section 9.04) hereby constitutes and appoints each of the Lenders or either of them, with full power of substitution, as its attorney and agent, with full power and authority, in its name, place and stead, to make, execute, acknowledge, and deliver all documents necessary under this Agreement, the Loan Agreements, or the Security, to commence, continue, or defend any proceedings authorized to be taken under this Agreement the Loan Agreements, or the Security, and to generally to use the name of each Obligor in the exercise of all or any of the powers conferred on the Lenders in this Agreement, the Loan Agreements, or the Security. This power of attorney is irrevocable and is a power coupled with an interest and is granted to secure the performance by each Obligor of its obligations under this Agreement, the Loan Agreements, or the Security. Each Obligor will be bound by any representations made by its attorney acting in good faith and without negligence under that power of attorney (provided that such representations have been made by it in this Agreement or otherwise in writing by it to its attorney), and each Obligor ratifies and hereby waives all defences that may be available to contest, negate, or disaffirm, all actions of its attorney taken in good faith and without negligence under this power of attorney.

9.09 Governing law

The laws of Nova Scotia and the laws of Canada applicable in Nova Scotia, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.

9.10 Submission to jurisdiction

The parties irrevocably attorn to the jurisdiction of the courts of Nova Scotia, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

9.11 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Agreement.

9.12 Effective date

This Agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.


9.13 Receipt of copy


Each Obligor acknowledges having received a signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first written above.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: 
Name: Brian Ko
Title: ASO

Per: 
Name: Philip Robson
Title: ASO

THE HALIFAX HERALD LIMITED

Per: _____
Name: _____
Title: _____

G.W.D. INVESTMENTS LIMITED

Per: _____
Name: _____
Title: _____

HEADLINE PROMOTIONAL PRODUCTS LIMITED


Per: _____
Name: _____
Title: _____


SARAH A. DENNIS FAMILY TRUST (2009)

Per: _____
Name: _____
Title: Trustee

WITNESS: _____
Name: _____

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: 
Name: Brian Ko
Title: ASO

Per: 
Name: Philip Robson
Title: ASO

SALTWIRE NETWORK INC.

Per: _____
Name: _____
Title: _____

BRACE CAPITAL LIMITED

Per: _____
Name: _____
Title: _____

BRACE HOLDINGS LIMITED

Per: _____
Name: _____
Title: _____


**THE MARK LEVER FAMILY TRUST
(2017)**

Per: _____
Name: _____
Title: Trustee

SARAH A. DENNIS

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first written above.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: 
Name: Brian Ko
Title: ASO

Per: 
Name: Philip Robson
Title: ASO

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: 
Name: Brian Ko
Title: ASO

Per: 
Name: Philip Robson
Title: ASO


THE HALIFAX HERALD LIMITED

Per: 
Name: Mark Lever
Title: President & CEO

SALTWIRE NETWORK INC.

Per: 
Name: Mark Lever
Title: President & CEO

G.W.D. INVESTMENTS LIMITED

Per: 
Name:
Title:

BRACE CAPITAL LIMITED

Per: 
Name: Mark Lever
Title: President & CEO


HEADLINE PROMOTIONAL PRODUCTS LIMITED

Per: 
Name: Mark Lever
Title: President & CEO

BRACE HOLDINGS LIMITED

Per: 
Name: Mark Lever
Title: President & CEO

SARAH A. DENNIS FAMILY TRUST (2009)

Per: 
Name:
Title: Trustee

THE MARK LEVER FAMILY TRUST (2017)

Per: 
Name: Mark Lever
Title: Trustee

WITNESS: 
Name: Owen Barnhill


Name: SARAH A. DENNIS

**SCHEDULE A
HERALD LOAN & SECURITY DOCUMENTS**

1. The Herald Loan Agreement, as amended;
2. Collateral mortgage between Herald and Fund III dated July 18, 2012 over the following owned property of Herald;

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

3. General security agreement between Herald and Fund III dated July 19, 2012;
4. Trademark security agreement between Herald and Fund III dated July 19, 2012;
5. Trademark security agreement between Brace Capital and Fund III dated July 19, 2012;
6. Guarantee/Pledge agreement between GWD and Fund III dated July 19, 2012, as amended;
7. Guarantee agreement between Brace Capital and Fund III dated July 19, 2012;
8. Guarantee/Pledge agreement between Dennis and Fund III dated July 19, 2012, as amended;
9. Guarantee/Pledge by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
10. General security agreement between SaltWire and Fund III dated April 12, 2017;
11. Guarantee agreement between SaltWire and Fund III dated April 12, 2017;
12. Guarantee/Pledge agreement between Dennis Trust and Fund III dated April 12, 2017;
13. Guarantee/Pledge agreement between Lever Trust and Fund III dated April 12, 2017;
14. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated April 12, 2017;
15. Amended and restated guarantee/pledge agreement between Dennis and Fund III dated April 12, 2017;
16. General security agreement between Headline and Fund III dated January 1, 2018;
17. Trademark security agreement between Headline and Fund III dated January 1, 2018;
18. Guarantee between Headline and Fund III dated January 1, 2018; and
19. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated January 1, 2018.

SCHEDULE B

SALTWIRE LOAN & SECURITY DOCUMENTS

1. The SaltWire Loan Agreement, as amended;
2. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
3. General Security Agreement between Herald and Fund V dated April 12, 2017;
4. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
5. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
6. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;
7. Guarantee by Herald in favour of Fund V dated April 12, 2017;
8. Guarantee by Brace in favour of Fund V dated April 12, 2017;
9. Guarantee/Pledge by Dennis dated April 12, 2017;
10. Guarantee/Pledge by Dennis Trust dated April 12, 2017;
11. Guarantee/Pledge by Lever Trust dated April 12, 2017;
12. Guarantee/Pledge by GWD dated April 12, 2017;
13. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
14. Collateral Mortgage over the following owned real property of SaltWire

Province	Civic Address	Parcel Identification Number
Nova Scotia	2 Second Street, Yarmouth	90207978
	Yarmouth County	90288234
		90288242
		90288259
255 George Street, Sydney	15395890	
Cape Breton County		
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

15. Guarantee by Headline in dated January 1, 2018;
16. General Security Agreement between Headline and Fund V dated January 1, 2018
17. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
18. Amended and Restated guarantee/pledge by Brace Holdings in favour of Fund V;

SCHEDULE C HERALD FORBEARANCE REPAYMENT SCHEDULE

Halifax Herald Limited									
Account Number:		IPD31213							
Principal Amount:		\$18,000,000.00		Valuation Date:		17-Jul-12			
Interest Rate:		6.000%		# of Payments:		120			
Blended Payment		\$236,545.74		Amortization:		96			
PIK		0.500%							
New Payment		\$ 60,380.42							
Halifax Herald Limited									
MODIFIED DURATION CALCULATION									
Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	MODIFIED DURATION CALCULATION			
						PV	PVMths.	\$ Years	PIK
98	15-Sep-20	51,804.28	51,804.28	-	10,360,856.02	\$31,775.44	\$3,113,993.24	\$ -	\$ 4,399.82
99	15-Oct-20	98,961.20	51,804.28	47,156.92	10,313,699.10	\$60,398.32	\$5,979,433.20	\$ 4,668,534.74	\$ 4,257.89
100	15-Nov-20	98,961.20	51,568.50	47,392.70	10,266,306.40	\$60,097.83	\$6,009,782.92	\$ 4,739,270.18	\$ 4,379.79
101	15-Dec-20	98,961.19	51,331.53	47,629.66	10,218,676.74	\$59,798.83	\$6,039,681.85	\$ 4,810,596.05	\$ 4,219.03
102	15-Jan-21	98,961.19	51,093.38	47,867.81	10,170,808.93	\$59,501.32	\$6,069,134.94	\$ 4,882,516.90	\$ 4,339.44
103	15-Feb-21	98,961.19	50,854.04	48,107.15	10,122,701.78	\$59,205.30	\$6,098,145.44	\$ 4,955,036.58	\$ 4,319.11
104	15-Mar-21	98,961.20	50,613.51	48,347.69	10,074,354.09	\$58,910.75	\$6,126,717.50	\$ 5,028,159.44	\$ 3,882.68
105	15-Apr-21	98,961.20	50,371.77	48,589.43	10,025,764.66	\$58,617.66	\$6,154,854.01	\$ 5,101,889.87	\$ 4,278.15
106	15-May-21	98,961.19	50,128.82	48,832.37	9,976,932.29	\$58,326.02	\$6,182,558.58	\$ 5,176,231.50	\$ 4,120.18
107	15-Jun-21	98,961.20	49,884.66	49,076.54	9,927,855.75	\$58,035.85	\$6,209,835.60	\$ 5,251,189.30	\$ 4,236.78
108	15-Jul-21	98,961.20	49,639.28	49,321.92	9,878,533.83	\$57,747.11	\$6,236,688.20	\$ 5,326,767.20	\$ 4,079.94

SCHEDULE D SALTWIRE FORBEARANCE REPAYMENT SCHEDULE

Saltwire Network Inc.

Account Number: **IPD51716**

Principal Amount:	\$31,000,000.00	Valuation Date:	10-Apr-17
Interest Rate:	6.000%	# of Payments:	96
Blended payment	\$452,865.19	Amortization:	84
PIK	0.500%		
New payment	\$176,165.32		

Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	Saltwire Network Inc. MODIFIED DURATION CALCULATION			
						PV	PVMths.	\$ Years	PIK
41	15-Sep-20	154,042.29	154,042.29	0.00	30,228,728.90	\$125,554.25	\$ 5,147,724.44	\$ -	\$ 12,836.86
42	15-Oct-20	286,657.72	149,073.18	137,584.54	30,091,144.36 x	\$232,481.85	\$ 9,764,237.72	\$ 5,778,550.83	\$ 12,422.77
43	15-Nov-20	291,613.64	153,341.17	138,272.47	29,952,871.89	\$235,324.52	\$ 10,118,954.22	\$ 5,945,716.13	\$ 12,778.43
44	15-Dec-20	286,676.62	147,712.79	138,963.83	29,813,908.06	\$230,189.52	\$ 10,128,339.00	\$ 6,114,408.35	\$ 12,309.40
45	15-Jan-21	291,587.06	151,928.41	139,658.65	29,674,249.41	\$232,967.57	\$ 10,483,540.51	\$ 6,284,639.12	\$ 12,660.70
46	15-Feb-21	291,573.66	151,216.72	140,356.94	29,533,892.47	\$231,797.87	\$ 10,662,702.14	\$ 6,456,419.18	\$ 12,601.39
47	15-Mar-21	276,995.54	135,936.82	141,058.72	29,392,833.75	\$219,112.87	\$ 10,298,304.68	\$ 6,629,759.99	\$ 11,328.07
48	15-Apr-21	291,546.68	149,782.66	141,764.02	29,251,069.73	\$229,475.93	\$ 11,014,844.67	\$ 6,804,673.09	\$ 12,481.89
49	15-May-21	286,724.69	144,251.85	142,472.84	29,108,596.89	\$224,557.76	\$ 11,003,330.10	\$ 6,981,169.03	\$ 12,020.99
50	15-Jun-21	291,519.42	148,334.22	143,185.20	28,965,411.69	\$227,177.03	\$ 11,358,851.31	\$ 7,159,260.22	\$ 12,361.18

**SCHEDULE E
SALE PROPERTIES**

	List Price	Sale Price	Net Proceeds	Capital Gains (estimate)	After-Tax Proceeds	Closing Date
Property Sales						
Sold Properties						
Shelburne, NS	\$50,000	\$66,000	\$61,454	\$(6,000)	\$67,454	14-May-19
Truro, NS	\$900,000	\$800,000	\$661,301	\$(70,000)	\$731,301	25-Jul-19
Charlottetown, PEI	\$1,000,000	\$2,050,000	\$1,402,311	\$(148,000)	\$1,550,311	30-Aug-19
Corner Brook, NFLD	\$620,870	\$673,673	\$583,733	\$(62,000)	\$645,733	31-Aug-19
New Glasgow, NS	\$290,000	\$330,000	\$250,344	\$(26,000)	\$276,344	7-Sep-19
Antigonish, NS	\$400,000	\$450,000	\$433,182	\$(46,000)	\$479,182	31-Oct-19
St. Anthony, NFLD	\$80,000	\$85,000	\$69,500	\$(7,000)	\$76,500	30-Apr-30
Total	\$3,340,870	\$4,454,673	\$3,461,826	\$(365,000)	\$(3,826,826)	
Properties under Agreement						
None.						
Properties for sale						
Columbus Drive, NFLD	\$2,000,000	n/a	n/a	n/a	n/a	n/a
Sydney, NS	\$2,200,000	n/a	n/a	n/a	n/a	n/a
Total	\$ 4,200,000					
Total	\$7,540,870	\$4,454,673	\$3,461,826	\$(365,000)	\$3,826,826	

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "W" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



FOURTH AMENDED AND RESTATED FORBEARANCE AGREEMENT

THIS FOURTH AMENDED AND RESTATED FORBEARANCE AGREEMENT (as may be further amended, restated, supplemented, replaced or otherwise modified from time to time, this **"Agreement"**) is made as of the 3rd of May, 2021, to be effective as of the 31st of March, 2021.

BETWEEN:

FIERA PRIVATE DEBT FUND III LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (**"Fund III"**)

and

FIERA PRIVATE DEBT FUND V LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (**"Fund V"** and together with Fund III, the **"Lenders"**)

and

THE HALIFAX HERALD LIMITED (the **"Herald"**)

and

SALTWIRE NETWORK INC. (**"SaltWire"**, and together with the Herald the **"Borrowers"**)

and

G.W.D. INVESTMENTS LIMITED (**"GWD"**)
BRACE CAPITAL LIMITED (**"Brace"**)
THE MARK LEVER FAMILY TRUST 2017 (**"Lever Trust"**)
SARAH DENNIS (**"Dennis"**)
SARAH A. DENNIS FAMILY TRUST 2009 (**"Dennis Trust"**)
BRACE HOLDINGS LIMITED (**"Holdings"**)
HEADLINE PROMOTIONAL PRODUCTS LIMITED (**"Headline"**)

(each individually called a **"Guarantor"**, collectively called the **"Guarantors"**, and together with the Borrowers, the **"Obligors"**)

RECITALS:

A. Fund III has made available certain credit facilities to the Herald under a loan agreement dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the **"Herald Loan Agreement"**).

B. Fund V has made available certain credit facilities to SaltWire under a loan agreement dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the **"SaltWire Loan Agreement"** and together with the Herald Loan Agreement, the **"Loan Agreements"**).

C. Pursuant to the terms of the Herald Loan Agreement, the Obligors have executed and delivered to Fund III the documents listed in Schedule A (HERALD LOAN & Security DOCUMENTS) (the “**Herald Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund III that may be outstanding from time to time (the “**Herald Loan Obligations**”).

D. Pursuant to the terms of the SaltWire Loan Agreement, the Obligors have executed and delivered to Fund V the documents listed in Schedule A (HERALD LOAN & Security DOCUMENTS) (the “**SaltWire Security**”, and together with the Herald Security, the “**Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund V that may be outstanding from time to time (the “**SaltWire Loan Obligations**” and together with the Herald Loan Obligations, the “**Obligations**”).

E. The Herald is indebted to Fund III in the amount of \$10,360,856.02 inclusive of interest to the date hereof (the “**Herald Indebtedness**”).

F. SaltWire is indebted to Fund V in the amount of \$30,228,728.90 inclusive of interest to the date hereof (the “**SaltWire Indebtedness**” and together with the Herald Indebtedness, the “**Total Indebtedness**”).

G. The Guarantors (and the Herald in regards to the SaltWire Loan Obligations and SaltWire in regards to the Herald Loan Obligations) guaranteed the Obligations pursuant to the applicable guarantees set out in Schedule A.

H. The Obligors are in default under the Loan Agreements and the Security.

I. The Obligors and the Lenders entered into a forbearance agreement dated February 28, 2019 and effective as of January 15, 2019 (the “**Original Forbearance Agreement**”).

J. The Obligors and the Lenders entered into an amended and restated forbearance agreement dated October 2, 2019 and effective as of June 30, 2019 to amend and restate the Original Forbearance Agreement as provided therein (the “**Amended and Restated Forbearance Agreement**”).

K. The Obligors and the Lenders entered into a second amended and restated forbearance agreement dated May 19, 2020 and effective as of February 15, 2020 to amend and restate the Amended and Restated Forbearance Agreement as provided therein (the “**Second Amended and Restated Forbearance Agreement**”).

L. The Obligors and the Lenders entered into a third amended and restated forbearance agreement dated 2nd of November, 2020 and effective as of September 30, 2020 to amend and restate the Amended and Restated Forbearance Agreement as provided therein (the “**Third Amended and Restated Forbearance Agreement**”).

M. The Obligors and the Lenders are entering into this Agreement to further amend and restate the Third Amended and Restated Forbearance Agreement as provided herein.

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this Agreement, in addition to the terms defined above, the following definitions apply:

“Bankruptcy Event” means, relating to any Obligor, that

- (a) it fails to pay or perform its obligations generally as they become due or admits its inability to pay its debts generally,
- (b) it is an insolvent person or commits or threatens to commit an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada),
- (c) a Bankruptcy Proceeding (excluding any Bankruptcy Proceeding instituted against the Obligor that it is contesting in good faith by appropriate proceedings so long as enforcement remains stayed, none of the relief sought is granted (either on an interim or permanent basis), and the Bankruptcy Proceeding is dismissed within 30 days of its commencement), or
- (d) it takes any action to authorize any of the actions set forth in this definition.

“Bankruptcy Proceeding” means, relating to any Obligor, the commencement of any proceeding or the taking of any step, whether voluntary or involuntary or whether instituted by or against that it, under the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), or any other similar legislation of any jurisdiction seeking any of the following or resulting, by operation of law, in the bankruptcy of that Person:

- (a) any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, or other similar relief in respect of any or all of any Obligor’s obligations,
- (b) the winding up, liquidation, or dissolution of any Obligor or all or any part of its businesses, undertaking, properties, and assets,
- (c) any order declaring, finding, or adjudging any Obligor insolvent or bankrupt, or
- (d) the appointment (provisional, interim, or permanent) of any receiver, receiver and manager, trustee, monitor, custodian, liquidator, or other Person with similar powers.

“Business Day” means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.

“Default” means if

- (a) any Obligor defaults in the performance of any obligation under this Agreement, the Loan Agreement, or the Security,
- (b) any representation or warranty made by any Obligor in this Agreement, either of the Loan Agreements, the Security or in any certificate or other document at any

time delivered to the Lenders pursuant thereto was incorrect or misleading in any material respect,

- (c) any Obligor denies its obligations under this Agreement, either of the Loan Agreements, or the Security, or claims that any of them is invalid in whole or in part,
- (d) any default by any Obligor in the payment or performance of any of its Obligations,
- (e) a Bankruptcy Event occurs relating to any Obligor, or
- (f) any Obligor takes any corporate or other action to authorize, or in furtherance of, any of the circumstances listed above.

"Forbearance Period" means the period from the execution and delivery by the Obligors of this Agreement and ending upon the earlier of

- (a) the close of business on October 31, 2021 unless extended by the Lenders under section 6.01; and
- (b) the termination of such period by the Lenders in accordance with the terms of this Agreement.

"Governmental Authority" means (a) the government of Canada or any other nation, whether federal, provincial, state, municipal, local, or other government or public department, (b) any central bank, court, tribunal, arbitral body, regulatory body (including any stock exchange), commission (including any securities commission), board, bureau, agency, authority, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, any of the foregoing, and (c) any subdivision of any of the foregoing.

"Limited Guarantor" means an Obligor that is only required to have provided a Limited Recourse Guarantee and Pledge Agreement pursuant to the terms of the Loan Agreements or either of them.

"Notice" means any notice, request, direction, or other document that a party can or must make or give under this Agreement.

"Person" includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the Loan Agreements.

1.02 Currency

Unless specified otherwise, all dollar amounts expressed in this Agreement refer to Canadian currency.

1.03 Headings

The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

1.04 Internal references

References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement.

1.05 Number and gender

Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

1.06 Calculation of time

In this Agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Eastern Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. Eastern Time on the next Business Day.

1.07 Construction of terms

The parties have each participated in settling the terms of this Agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this Agreement.

1.08 Amendment, Restatement and Novation

This Agreement amends, restates, supersedes and replaces the Second Amended and Restated Forbearance Agreement in its entirety and is not a novation with respect to the Second Amended and Restated Forbearance Agreement.

ARTICLE 2 FORBEARANCE

2.01 Forbearance Period

Except as otherwise specifically provided in this Agreement, during the Forbearance Period the Lenders shall refrain from further enforcing their rights and remedies under the Loan Agreements and the Security. Following the Forbearance Period, the Lenders will have no obligations under this Agreement.

2.02 Repayment of Indebtedness

- (a) Notwithstanding Schedule "H" (Repayment Schedule) of the Herald Loan Agreement, the Herald shall be required to make payments in respect of the Herald Indebtedness in accordance with the repayment schedule attached hereto as Schedule C (Herald Forbearance Repayment Schedule) from the date of this Agreement until October 31, 2021, at which time the repayment schedule set out in Schedule "H" of the Herald Loan Agreement will resume unless Fund III, in its sole discretion, has otherwise agreed in writing to an alternative repayment schedule.

- (b) Notwithstanding Schedule "H" (Repayment Schedule) of the SaltWire Loan Agreement, SaltWire shall be required to make payments in respect of the SaltWire Indebtedness in accordance with the repayment schedule attached hereto as Schedule D (SaltWire Forbearance Repayment Schedule) from the date of this Agreement until October 31, 2021, at which time the repayment schedule set out in Schedule "H" of the SaltWire Loan Agreement will resume unless Fund V, in its sole discretion, has otherwise agreed in writing to an alternative repayment schedule.

2.03 Calculation of Financial Ratios

During the Forbearance Period all funds advanced to SaltWire pursuant to the VTB and any PIK Interest shall be excluded from the calculation of the financial ratios contained at Section 5.3 of each Loan Agreement, as applicable.

ARTICLE 3 OBLIGORS' REPRESENTATIONS AND WARRANTIES

Each Obligor jointly and severally represents and warrants to the Lenders that each of the representations and warranties contained in Article 2.00 of each of the Loan Agreements are true and correct as of the date hereof. Each Obligor further jointly and severally represents and warrants to the Lenders as follows, acknowledging that the Lenders are relying on these representations and warranties:

3.01 Existence

If it is a corporation, it is a corporation incorporated and existing under the laws of the jurisdiction of its incorporation.

3.02 Power and capacity

If it is a corporation, it has the corporate power and capacity to carry on business, to own properties and assets, and to execute, deliver, and perform its obligations under this Agreement.

3.03 Authorization

If it is a corporation, it has taken all necessary corporate action to authorize its execution and delivery of, and the performance of its obligations under, this Agreement.

3.04 Execution and delivery

It has duly executed and delivered this Agreement.

3.05 Enforceability

This Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms.

3.06 No breach

The execution, delivery, and performance of its obligations under this Agreement do not and will not breach or result in a default under

- (a) if applicable, its memorandum of association, articles of association, by-laws, or any shareholders agreement to which it is a party,
- (b) any law to which it is subject,
- (c) any judgment, order, or decree of any court, agency, tribunal, arbitrator, or other authority to which it is subject, or
- (d) any agreement to which it is a party or by which it is bound.

3.07 No regulatory approvals required

It is not required to obtain any action, approval, authorization, consent, or order of, or make any filing, registration, qualification, or recording with, any Governmental Authority or any other Person in connection with the execution or delivery of, or the performance of its obligations under, this Agreement

3.08 Permits and other authorizations

It holds all necessary permits and other authorizations necessary to own, lease, and operate its properties and to conduct its business as it is now carried on.

3.09 Bankruptcy, etc.

No proceedings have been taken or authorized by it or, to its knowledge, by any other Person relating to its bankruptcy, insolvency, liquidation, dissolution, or winding up.

3.10 Books and records, etc.

It has disclosed to the Lenders all information relating to the Obligors and their respective businesses, assets, and financial condition to the date of this Agreement that may be relevant. All of the books and records of the Obligors provided as of the date of this Agreement are true and complete in all respects.

3.11 No barrier to entering into this Agreement

It is not aware of any fact, event, circumstance, or condition relating to any other Obligor that may cause the Lenders not to enter into or accept any of the terms of this Agreement.

ARTICLE 4 OBLIGORS' COVENANTS

Until the payment and performance of all of the Obligations in full, each Obligor jointly and severally covenants with the Lenders to comply with each and every covenant contained in Article 5 of each of the Loan Agreements (each as amended) and as follows, acknowledging that the Lenders are relying on these covenants:

4.01 Real Property Sale

- (a) Notwithstanding section 5.2 (a) of each of the Loan Agreements, the Obligors shall continue to engage a real estate brokerage acceptable to the Lenders pursuant to a listing agreement (the "**Agent**"), to list certain Real Property acceptable to the Lenders, in their sole discretion, for sale including, without limitation, the Real Property listed in Schedule E attached hereto (which may be updated by the Lenders from time to time) (each a "**Sale Property**" and

collectively, the “**Sale Properties**”). For certainty, the Lenders may, in their sole discretion, at any time require that SaltWire list for sale any Real Property that is not already a Sale Property by providing SaltWire with written Notice of such request (“**Sale Request Notice**”). Upon receipt of a Sale Request Notice, SaltWire covenants and agrees to list the Real Property specified therein for sale promptly, at a minimum sale price satisfactory to the Lender, in its sole discretion, and otherwise in accordance with the terms and conditions of this Agreement. The Agent shall be provided irrevocable authorization and direction to:

- (i) immediately provide copies of all offers to purchase the Sale Properties received by the Agent to the Lenders;
- (ii) freely communicate with the Lenders (without any restriction) and provide full disclosure of all aspects of the marketing process to the Lenders in a complete and timely manner; and
- (iii) direct that the net proceeds from any sale of Real Property be paid to Fund V,

provided that, Fund V may, in its sole discretion, direct net proceeds of any sale of the Sale Properties to be (w) applied to reduce the SaltWire Indebtedness, (w) applied to reduce the Herald Indebtedness, (x) retained by SaltWire to repay the HST Liability in accordance with Section 4.17, (y) retained by SaltWire to pay any Capital Gains Taxes in accordance with Section 4.18, or (z) applied as it otherwise sees fit.

- (b) No less than monthly and at any more frequent time as requested by the Lenders, the Obligors shall provide to the Lenders a reporting of the status of the sales and marketing of each of the Sale Properties.

4.02 Sales and Financing Offers

The Obligors shall act in good faith to obtain *bona fide* offers and proposals in respect of (i) additional equity investments in the Herald, and (ii) the sale of any Property of the Obligors, including, without limitation, partial, divisional or segmented sales (each a “**Offer**” and collectively, the “**Offers**”). The Obligors shall immediately provide copies of all Offers received by the Obligors to the Lenders, including, without limitation, any term sheet, commitment letter, letter of intent, exclusivity agreement or any other form of offer or proposal as to the financing of the Obligors or the sale of any Property of the Obligors. The Lenders’ prior written consent, which shall not be unreasonably withheld, shall also be required prior to (y) any Obligor accepting, responding to or finalizing any Offer, and (z) the entering into by the applicable Obligor of the agreements, instruments and transactions required to consummate such Offer (collectively, the “**Consummating Transactions**”). By execution of this Agreement, the Obligors hereby provide the Lenders with irrevocable authorization and direction to direct all net proceeds from any Offer and the corresponding Consummating Transactions as they see fit.

4.03 PIK Interest

Notwithstanding section 3.7 of each of the Loan Agreements and the default by the Borrowers under each of the Loan Agreements, PIK Interest shall accrue and be added to the Herald Indebtedness and SaltWire Indebtedness, as applicable, as additional principal on the fifteenth

(15th) day of each and every month during the Forbearance Period, and shall thereafter automatically constitute a part of the outstanding principal amount of the Herald Indebtedness and SaltWire Indebtedness, as applicable, for all purposes (except that interest shall not accrue on such portion thereof comprised of PIK Interest).

4.04 Access to Meetings

The Obligors shall provide access to any person designated by the Lenders to attend, as an observer, board, leadership and strategic meetings of the officers or directors of each of the Obligors (the "**Leadership Meetings**"). Each Obligor shall deliver to the Lenders all notices consents, minutes, documents and other information and materials that each Obligor sends to the officers or directors of the Obligors in connection with the Leadership Meetings at the same time as such items are delivered to the officers or directors of the applicable Obligor. The Obligors shall make arrangements reasonably required to permit the Lenders' nominee to be present, or observe Leadership Meetings in person, or at the Lenders' option, by telephone or other electronic means. The Lenders' nominee shall be permitted to take notes at any Leadership Meeting.

4.05 Transcontinental Damages

SaltWire shall provide the Lenders (i) a status update on the last Business Day of each calendar month, and (ii) a copy of any formal settlement offer (a "**Settlement Offer**") promptly upon receipt, in respect of the claim brought by SaltWire against Transcontinental Nova Scotia Media Inc. ("**TC**") in the Nova Scotia Supreme Court for breach by TC of (x) the purchase agreement between SaltWire and TC dated April 12, 2017 (the "**TC Purchase Agreement**"), and (y) the VTB promissory note issued by SaltWire to TC in connection with the TC Purchase Agreement. With respect to any and all Settlement Offers, the Obligors acknowledge, covenant and agree to and in favour of the Lenders as follows:

- (a) The Lender's prior written consent, which shall not be unreasonably withheld, shall be required prior to SaltWire (or any other Obligor or agent or representative on behalf of any of the Obligors) accepting, responding to or finalizing any Settlement Offer; and
- (b) By execution of this Agreement, SaltWire (or any other Obligor or agent or representative on behalf of any of the Obligors) hereby provides the Lender with irrevocable authorization and direction to direct all net proceeds from any Settlement Offer as they see fit.

4.06 Management Compensation

Notwithstanding section 5.2 (e) of each of the Loan Agreements, during the Forbearance Period no Obligor shall, directly or indirectly, make any payment to any director, officer or employee (i) for compensation for employment services, or (ii) by way of Corporate Distribution, in each case, in excess of (x) ██████████ in aggregate per calendar year to Mark Lever, (y) ██████████ in aggregate per calendar year to more than one other director, officer or employee of any Obligor other than Mark Lever, or (z) ██████████ in aggregate per calendar year to all directors and officers of the Obligors. For certainty, no other director, officer or employee other than as referenced in (x) and (y) above shall, directly or indirectly, receive payment(s) from the Obligors, in the aggregate, as compensation for employment services or by way of Corporate Distributions in excess of ██████████ per calendar year during the Forbearance Period.

4.07 Payment of all amounts when due

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid to the Lenders when due any and all amounts required by this Agreement, the Loan Agreements, or the Security.

4.08 Transparency

Each Obligor shall, at all times, keep the Lenders fully informed and advised of any and all communications and discussions with potential investors in, or purchasers of assets in, its business or assets, including, without limitation, with respect to the Sale Properties and Offers.

4.09 Insurance

Each Obligor shall maintain in good standing all of its insurance policies as reasonably required by the Lenders under the Loan Agreements and the Security from time to time.

4.10 Inspections

Each Obligor shall:

- (a) permit the Lenders and their representatives at any time to inspect, and make copies and summaries of, its books of account, records, and documents, make any enquiries to verify any entries in its books of account, records, and documents; and
- (b) provide the Lenders with all reports that the Lenders may reasonably require (including reports on all relevant sales, purchases, receipts, deposits, payments, contracts, or agreements), and assist the Lenders with the preparation of any reports that the Lenders are required to make.

4.11 No transfer of assets

No Obligor shall transfer any asset to any Person except or specifically contemplated and permitted in accordance with the terms hereof. This covenant shall only apply to any Limited Guarantor in regards to the securities pledged in favour of the Lenders by such Limited Guarantor pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.12 No unauthorized payments

Except as specifically contemplated and permitted pursuant to the terms hereof, each Obligor (other than a Limited Guarantor) shall refrain from (i) declaring any dividends, (ii) making any capital expenditures, or (iii) selling, transferring, releasing, settling, assigning, or moving any of its property or assets. Each Obligor (other than a Limited Guarantor) shall also refrain from (x) making any purchases or payments outside the ordinary course of business, (y) incurring any expenses or liabilities outside the ordinary course of business, or (z) granting any bonuses or salary increases outside of the ordinary course of business in accordance with past practice of the Obligors (and in any event only in compliance with all applicable covenants under the Loan Agreements and the Security). Each Limited Guarantor shall refrain from selling, transferring, releasing, settling or assigning any of the securities pledged in favour of either of the Lenders pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.13 No material changes

No Obligor shall change its name, its jurisdiction of incorporation or location of chief executive office or its fiscal year or effect a material change in the nature and character of its business.

4.14 No loans, etc.

No Obligor shall make or provide the benefit of any loan, facility, guarantee, letter of credit, advance, or other financing or amount provided by either of the Lenders to or on behalf of any Obligor, whether before, on, or after the date of this Agreement, in favour of any Person.

4.15 No merger

- (a) No Obligor shall consolidate, amalgamate, or merge with any other Person.
- (b) No Obligor (other than a Limited Guarantor) shall:
 - (i) acquire the shares of any Person outside of the ordinary course of its business, or
 - (ii) invest in, lend money to, guarantee, provide any financial assistance, or assume the indebtedness of any Person otherwise than by way of credit or advances in the ordinary course of their business in respect of goods or services required or provided by them.

4.16 No change to share capital

No Obligor (other than a Limited Guarantor) shall:

- (a) increase, reduce, change, classify or reclassify its authorized or issued capital or, except as specifically contemplated and permitted pursuant to the terms of this Agreement, issue any additional shares thereof; or
- (b) purchase, redeem, acquire or retire any of its shares.

4.17 HST Liability

To the extent that Fund V permits SaltWire to retain net proceeds of any sale of the Sale Properties to repay its outstanding HST liabilities of approximately \$3,705,000 (such liability being referred to herein as the "**HST Liability**") in accordance with Section 4.01(a)(x) above, SaltWire covenants and agrees that it shall use all such proceeds up to a maximum aggregate amount of \$3,985,000 to pay or cause to be paid in part the HST Liability when due and payable, subject to any payment deferrals permitted by the Canada Revenue Agency (the "**CRA**") as a result of the COVID-19 pandemic, and not for any other purpose. To the extent that the net proceeds retained by SaltWire in accordance with Section 4.01(a)(x) above are equal to an amount greater than \$3,985,000 in the aggregate, then SaltWire covenants and agrees to promptly pay such excess amount to Fund V to be applied as it sees fit, in its sole discretion. Additionally, SaltWire covenants and agrees to pay or provide to the Herald to pay in full all of the Obligors' outstanding HST liabilities when due and payable and not for any other purpose. For certainty, in accordance with section 5.1(i) of each Loan Agreement, each Obligor shall pay or cause to be paid all taxes, rates, government fees and dues levied, assessed or imposed upon it and upon its Property or any part thereof, as and when the same become due and payable, save and except when, and so long as, the validity of any such taxes, rates, fees, dues, levies, assessments or imposts is in good faith, by proper legal proceedings, being

contested by it, provided such proceedings effectively postpone enforcement of any lien arising from non-payment.

4.18 Capital Gains Taxes

To the extent that Fund V permits SaltWire to retain net proceeds of any sale of the Sale Properties to repay the Capital Gains Taxes (as defined below) in accordance with Section 4.01(a)(y) above, SaltWire covenants and agrees that it shall use such proceeds to pay or cause to be paid any taxes, rates, government fees and dues levied, assessed or imposed upon it in connection with the sale of such Sale Property (including, for certainty, related to any capital gain realized by an Obligor in connection with such sale) (collectively, "**Capital Gains Taxes**") when due and payable and not for any other purpose. To the extent that the net proceeds retained by SaltWire in accordance with Section 4.01(a)(y) above are greater than the Capital Gains Taxes then due and payable, then SaltWire covenants and agrees to promptly return such excess amount to Fund V to be applied as it sees fit, in its sole discretion.

ARTICLE 5 OBLIGORS' ACKNOWLEDGEMENTS

Each Obligor acknowledges, confirms and agrees to the Lenders as follows:

5.01 Borrowers in default

Each of the Obligors acknowledge that each of the Borrowers is in default (and therefore, by implication, all of the Obligors are in default) under each of the Loan Agreements and the Security. The Lenders are entitled to exercise all of their rights and remedies under each of the Loan Agreements and the Security.

5.02 Security valid and enforceable

The Security is fully valid and enforceable by the Lenders against each party to the Security in accordance with its terms.

5.03 Lenders' reasonable notice

The Lenders have provided reasonable notice to each of the Obligors in respect of the exercise of their rights and remedies under each of the Loan Agreements and the Security.

5.04 Waiver of claims

To the extent permitted by law, each Obligor waives any defences and claims against each of the Lenders in connection with the exercise of their rights and remedies under this Agreement, the Loan Agreements, or the Security.

5.05 Compliance with Loan Agreement and Security

Subject to the terms of this Agreement, each Obligor has fully complied with, and shall in the future continue to fully comply with, all of the covenants contained in Article 5 of the Loan Agreements and all other obligations, covenants and conditions set out in the Loan Agreements and the Security (except as otherwise provided in this Agreement), including, without limitation, the quarterly reporting covenants set out at Section 5.1(e)(ii) and Section 5.1(e)(iii) of the Loan Agreements and the requirement that the Borrowers provide the Lenders, within fifteen (15) calendar days after the end of each month, with unaudited financial statements of Brace

Holdings Limited (on a fully combined basis), prepared in accordance with generally accepted accounting principles applied on a consistent basis.

ARTICLE 6 TERMINATION AND EXTENSION OF FORBEARANCE PERIOD

6.01 Termination

Upon the occurrence of any Default at any time during the Forbearance Period or upon the expiry of the Forbearance Period, unless the Obligors have cured all defaults under each of the Loan Agreements to the Lenders' satisfaction, in their sole discretion:

- (a) all of the Obligations, including all of the Indebtedness and all other amounts payable under this Agreement and any amounts incurred or arising in connection with the Loan Agreements and the Security, will become immediately due and payable without Notice;
- (b) the Lenders may immediately exercise any rights or remedies available to them under the Loan Agreements and the Security, and each Obligor shall
 - (i) perform and make payment in full of all of their respective Obligations that remain outstanding at that time (including all the Indebtedness, together with accrued and accruing interest and related costs and expenses) without any further Notice, or
 - (ii) consent to the Lenders' immediate enforcement of all of the Security to which it is a party (including the appointment of a trustee in bankruptcy, the appointment of an agent, a receiver, a manager, or a receiver and manager, as the Lenders may see fit in their sole absolute discretion without any further Notice).

In the Lenders' sole and absolute discretion, the Forbearance Period may be extended for a period acceptable to the Lenders, provided that no extension will be granted unless the following conditions are met to the Lenders' satisfaction in their sole discretion:

- (c) The Obligors are in compliance with all covenants set out in Article 4 or the Lenders are satisfied that the applicable Obligors are making all necessary efforts to be in compliance therewith and reporting to the Lenders to their satisfaction;
- (d) All representations and warranties set out in Article 3 remain true and correct in all respects; and
- (e) The Borrowers shall maintain a combined "Total Funded Debt to EBITDA Ratio" (as defined in the SaltWire Loan Agreement) of no greater than 6.0:1.0 as of October 31, 2021. For certainty, all funds advanced to SaltWire pursuant to the VTB and any PIK Interest shall be excluded from the calculation of the "Total Funded Debt to EBITDA Ratio" for purposes of this Agreement.

Each Obligor (other than a Limited Guarantor) consents to either of the Lenders assigning any Obligor into bankruptcy or consenting to the making of an interim or final receiving order against any Obligor.

ARTICLE 7 RIGHTS AND REMEDIES

7.01 Indemnity

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid, and shall indemnify each of the Lenders against, all reasonable costs incurred relating to:

- (a) any financing statements, financing change statements and notices of security interest filed relating to the Loan Agreements, the exercising of any or all of the Lenders' rights or remedies under this Agreement, the Loan Agreements, or the Security, the taking, recovering or possessing of any or all of the assets of the Obligors, and of any other proceedings taken for the purpose of enforcing the remedies provided in this Agreement, the Loan Agreements, or the Security or by reason of non-payment of the Obligations, including the appointment of an agent, a receiver, a manager, or a receiver and manager (whether by court order or private appointment), and
- (b) all other reasonable fees included in the Obligations, as they accrue, with interest at an annual rate equal to the highest rate borne by any of the Obligations, payable on demand.

7.02 Survival

Article 3 (Obligors' Representations and Warranties) and Article 4 (Obligors' Covenants) and sections 7.01 (Indemnity), 9.09 (Governing law) and 9.10 (Submission to jurisdiction) survive the termination of this Agreement.

7.03 Remedies cumulative

The rights, remedies, and powers provided in this Agreement, either of the Loan Agreements, or the Security to a party are cumulative and in addition to, and are not exclusive of or in substitution for, any rights, remedies, and powers otherwise available to that party.

7.04 Non-merger

The rights, obligations, and representations and warranties under this Agreement, the Loan Agreements, or the Security will not merge upon the taking of a judgment or judgments relating to any of the Obligations.

7.05 Severability

The invalidity or unenforceability of any particular term of this Agreement will not affect or limit the validity or enforceability of the remaining terms.

7.06 Waiver

No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement, the Loan Agreements, or the Security is effective unless it is in writing and signed by the party granting the waiver. No waiver will extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived. No waiver will affect the exercise of any other rights or remedies under this Agreement, the Loan Agreements, or the Security. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial

exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

ARTICLE 8 RELEASE

8.01 Release

The Obligors jointly and severally release and discharge the Lenders and their respective directors, officers, employees, and agents, from and against all claims and demands that they may have against either of the Lenders arising up to the date of this Agreement out of any action or omission of either of the Lenders or for any other reason.

ARTICLE 9 GENERAL PROVISIONS

9.01 Entire agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter. This Agreement supersedes any previous agreements and discussions between the parties. There are no representations, covenants, or other terms other than those set forth in this Agreement.

9.02 Further assurances

Each party, upon receipt of Notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

9.03 Amendment

This Agreement may only be amended by a written document signed by each of the parties.

9.04 Conflict of terms

If there is any inconsistency between the terms of this Agreement and the terms of either of the Loan Agreements or the Security, the terms of this Agreement will prevail, provided that, to the extent that either this Agreement or the Loan Agreements or the Security are silent on a particular matter, the Loan Agreement, the Security, or this Agreement, as the case may be, will govern relating to that matter. The parties shall take any necessary steps to conform the inconsistent terms to the terms of this Agreement. For greater certainty, nothing herein affects or expands the limited recourse obligations of any Limited Guarantor as set out in the Limited Recourse Guarantee and Pledge Agreement granted by such Limited Guarantor.

9.05 Binding effect

This Agreement enures to the benefit of and binds the parties and their respective successors, and permitted assigns.

9.06 Assignment

This Agreement may not be assigned by any Obligor without the Lenders' prior written consent. The Lenders may assign this Agreement and may transfer the Security to any Person without any of the Obligors' prior written consent.

9.07 Notice

To be effective, a Notice must be in writing and delivered in accordance with Article 9.00 of the Loan Agreements.

9.08 Powers of Attorney

Each Obligor (subject to the limitations set forth in section 9.04) hereby constitutes and appoints each of the Lenders or either of them, with full power of substitution, as its attorney and agent, with full power and authority, in its name, place and stead, to make, execute, acknowledge, and deliver all documents necessary under this Agreement, the Loan Agreements, or the Security, to commence, continue, or defend any proceedings authorized to be taken under this Agreement the Loan Agreements, or the Security, and to generally to use the name of each Obligor in the exercise of all or any of the powers conferred on the Lenders in this Agreement, the Loan Agreements, or the Security. This power of attorney is irrevocable and is a power coupled with an interest and is granted to secure the performance by each Obligor of its obligations under this Agreement, the Loan Agreements, or the Security. Each Obligor will be bound by any representations made by its attorney acting in good faith and without negligence under that power of attorney (provided that such representations have been made by it in this Agreement or otherwise in writing by it to its attorney), and each Obligor ratifies and hereby waives all defences that may be available to contest, negate, or disaffirm, all actions of its attorney taken in good faith and without negligence under this power of attorney.

9.09 Governing law

The laws of Nova Scotia and the laws of Canada applicable in Nova Scotia, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.

9.10 Submission to jurisdiction

The parties irrevocably attorn to the jurisdiction of the courts of Nova Scotia, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

9.11 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Agreement.

9.12 Effective date

This Agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

9.13 Receipt of copy

Each Obligor acknowledges having received a signed copy of this Agreement.

[signature page follows]


IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first written above.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.


Per: 
Name: Brian Ko
Title: ASO

Per: 
Name: Theresa Shutt
Title: ASO

THE HALIFAX HERALD LIMITED

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO


G.W.D. INVESTMENTS LIMITED

Per: 
Name: Sarah Dennis
Title:

HEADLINE PROMOTIONAL PRODUCTS LIMITED


Per: 
Name: MARK LEVER
Title:

SARAH A. DENNIS FAMILY TRUST (2009)

Per: 
Name: Sarah Dennis
Title: Trustee


WITNESS: 
Name: Owen Barnhill

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: 
Name: Brian Ko
Title: ASO

Per: 
Name: Theresa Shutt
Title: ASO


SALTWIRE NETWORK INC.

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO


BRACE CAPITAL LIMITED

Per: 
Name: MARK LEVER
Title:

BRACE HOLDINGS LIMITED

Per: 
Name: MARK LEVER
Title:

**THE MARK LEVER FAMILY TRUST
(2017)**

Per: 
Name: MARK LEVER
Title: Trustee


Name: **SARAH A. DENNIS**

**SCHEDULE A
HERALD LOAN & SECURITY DOCUMENTS**

1. The Herald Loan Agreement, as amended;
2. Collateral mortgage between Herald and Fund III dated July 18, 2012 over the following owned property of Herald;

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

3. General security agreement between Herald and Fund III dated July 19, 2012;
4. Trademark security agreement between Herald and Fund III dated July 19, 2012;
5. Trademark security agreement between Brace Capital and Fund III dated July 19, 2012;
6. Guarantee/Pledge agreement between GWD and Fund III dated July 19, 2012, as amended;
7. Guarantee agreement between Brace Capital and Fund III dated July 19, 2012;
8. Guarantee/Pledge agreement between Dennis and Fund III dated July 19, 2012, as amended;
9. Guarantee/Pledge by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
10. General security agreement between SaltWire and Fund III dated April 12, 2017;
11. Guarantee agreement between SaltWire and Fund III dated April 12, 2017;
12. Guarantee/Pledge agreement between Dennis Trust and Fund III dated April 12, 2017;
13. Guarantee/Pledge agreement between Lever Trust and Fund III dated April 12, 2017;
14. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated April 12, 2017;
15. Amended and restated guarantee/pledge agreement between Dennis and Fund III dated April 12, 2017;
16. General security agreement between Headline and Fund III dated January 1, 2018;
17. Trademark security agreement between Headline and Fund III dated January 1, 2018;
18. Guarantee between Headline and Fund III dated January 1, 2018; and
19. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated January 1, 2018.

SCHEDULE B

SALTWIRE LOAN & SECURITY DOCUMENTS

1. The SaltWire Loan Agreement, as amended;
2. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
3. General Security Agreement between Herald and Fund V dated April 12, 2017;
4. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
5. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
6. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;
7. Guarantee by Herald in favour of Fund V dated April 12, 2017;
8. Guarantee by Brace in favour of Fund V dated April 12, 2017;
9. Guarantee/Pledge by Dennis dated April 12, 2017;
10. Guarantee/Pledge by Dennis Trust dated April 12, 2017;
11. Guarantee/Pledge by Lever Trust dated April 12, 2017;
12. Guarantee/Pledge by GWD dated April 12, 2017;
13. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
14. Collateral Mortgage over the following owned real property of SaltWire

Province	Civic Address	Parcel Identification Number
Nova Scotia	2 Second Street, Yarmouth	90207978
	Yarmouth County	90288234
		90288242
		90288259
255 George Street, Sydney	15395890	
Cape Breton County		
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

15. Guarantee by Headline in dated January 1, 2018;
16. General Security Agreement between Headline and Fund V dated January 1, 2018
17. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
18. Amended and Restated guarantee/pledge by Brace Holdings in favour of Fund V;

SCHEDULE C HERALD FORBEARANCE REPAYMENT SCHEDULE

Halifax Herald Limited								
Account Number:		IPD31213						
Principal Amount:		\$18,000,000.00	Valuation Date:		17-Jul-12			
Interest Rate:		6.000%	# of Payments:		120			
Blended Payment		\$236,545.74	Amortization:		96			
PIK		0.500%						
New Payment		\$ 60,380.42						

						Halifax Herald Limited		
						MODIFIED DURATION CALCULATION		
Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	PV	PV/Mths.	\$ Years
104	15-Mar-21	98,961.20	50,613.51	48,347.69	10,074,354.09	\$58,910.75	\$ 6,126,717.50	\$ 5,028,159.44 \$ 3,882.68
105	15-Apr-21	124,487.10	50,371.77	74,115.33	10,000,238.76	\$73,737.40	\$ 7,742,427.52	\$ 7,782,109.16 \$ 4,278.15
106	15-May-21	124,359.46	50,001.19	74,358.27	9,925,880.49	\$73,295.33	\$ 7,769,304.60	\$ 7,881,976.68 \$ 4,109.69
107	15-Jun-21	124,231.83	49,629.40	74,602.43	9,851,278.06	\$72,855.83	\$ 7,795,573.39	\$ 7,982,460.38 \$ 4,215.10
108	15-Jul-21	124,104.21	49,256.39	74,847.82	9,776,430.24	\$72,418.88	\$ 7,821,239.55	\$ 8,083,564.18 \$ 4,048.47
109	15-Aug-21	123,976.57	48,882.15	75,094.42	9,701,335.82	\$71,984.48	\$ 7,846,308.86	\$ 8,185,292.30 \$ 4,151.63
110	15-Sep-21	123,848.95	48,506.68	75,342.27	9,625,993.55	\$71,552.62	\$ 7,870,788.01	\$ 8,287,649.53 \$ 4,119.75
111	15-Oct-21	123,721.32	48,129.97	75,591.35	9,550,402.20	\$71,123.27	\$ 7,894,682.51	\$ 8,390,639.87 \$ 3,955.89
112	15-Nov-21	123,593.69	47,752.01	75,841.68	9,474,560.52	\$70,696.41	\$ 7,917,998.15	\$ 8,494,267.88 \$ 4,055.65

SCHEDULE D SALTWIRE FORBEARANCE REPAYMENT SCHEDULE

Saltwire Network Inc.								
Account Number:		IPD51716						
Principal Amount:		\$31,000,000.00	Valuation Date:		10-Apr-17			
Interest Rate:		6.000%	# of Payments:		96			
Blended payment		\$452,865.19	Amortization:		84			
PIK		0.500%						
New payment		\$176,165.32						

Saltwire Network Inc.									
MODIFIED DURATION CALCULATION									
Pymt.	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	PV	PV/Mths.	\$	Years
47	15-Mar-21	276,995.54	135,936.82	141,058.72	29,392,833.75	\$219,112.87	\$	10,298,304.68	\$ 6,629,759.99 \$ 11,328.07
48	15-Apr-21	366,020.78	149,782.66	216,238.12	29,176,595.63	\$288,094.38	\$	13,828,530.15	\$ 10,379,429.99 \$ 12,481.89
49	15-May-21	360,831.52	143,084.58	216,946.94	28,959,648.69	\$282,596.93	\$	13,847,249.62	\$ 10,630,400.03 \$ 11,990.38
50	15-Jun-21	365,234.51	147,575.20	217,659.31	28,741,989.38	\$284,622.16	\$	14,231,108.13	\$ 10,882,965.33 \$ 12,297.93
51	15-Jul-21	360,116.55	141,741.32	218,375.23	28,523,614.15	\$279,237.62	\$	14,241,118.87	\$ 11,137,136.91 \$ 11,811.78
52	15-Aug-21	364,447.95	145,353.21	219,094.74	28,304,519.41	\$281,190.27	\$	14,621,894.24	\$ 11,392,926.23 \$ 12,112.77
53	15-Sep-21	364,054.57	144,236.73	219,817.84	28,084,701.57	\$279,489.32	\$	14,812,933.92	\$ 11,650,345.60 \$ 12,019.73
54	15-Oct-21	359,044.46	138,499.90	220,544.56	27,864,157.01	\$274,271.63	\$	14,810,668.27	\$ 11,909,406.23 \$ 11,541.66
55	15-Nov-21	363,267.60	141,992.69	221,274.91	27,642,882.10	\$276,117.08	\$	15,186,439.37	\$ 12,170,120.19 \$ 11,832.72

**SCHEDULE E
SALE PROPERTIES**

	List Price	Sale Price	Net Proceeds	Capital Gains (estimate)	After-Tax Proceeds	Closing Date
Property Sales						
Sold Properties						
Shelburne, NS	\$50,000	\$66,000	\$61,454	\$(6,000)	\$67,454	14-May-19
Truro, NS	\$900,000	\$800,000	\$661,301	\$(70,000)	\$731,301	25-Jul-19
Charlottetown, PEI	\$1,000,000	\$2,050,000	\$1,402,311	\$(148,000)	\$1,550,311	30-Aug-19
Corner Brook, NFLD	\$620,870	\$673,673	\$583,733	\$(62,000)	\$645,733	31-Aug-19
New Glasgow, NS	\$290,000	\$330,000	\$250,344	\$(26,000)	\$276,344	7-Sep-19
Antigonish, NS	\$400,000	\$450,000	\$433,182	\$(46,000)	\$479,182	31-Oct-19
St. Anthony, NFLD	\$80,000	\$85,000	\$69,500	\$(7,000)	\$76,500	30-Apr-30
Total	\$3,340,870	\$4,454,673	\$3,461,826	\$(365,000)	\$(3,826,826)	
Properties under Agreement						
None.						
Properties for sale						
Columbus Drive, NFLD	\$2,000,000	n/a	n/a	n/a	n/a	n/a
Sydney, NS	\$2,200,000	n/a	n/a	n/a	n/a	n/a
Total	\$ 4,200,000					
Total	\$7,540,870	\$4,454,673	\$3,461,826	\$(365,000)	\$3,826,826	

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "X" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.

Signature



FIFTH AMENDED AND RESTATED FORBEARANCE AGREEMENT

THIS FIFTH AMENDED AND RESTATED FORBEARANCE AGREEMENT (as may be further amended, restated, supplemented, replaced or otherwise modified from time to time, this **"Agreement"**) is made as of the 12th of November, 2021, to be effective as of the 31st of October, 2021.

BETWEEN:

FIERA PRIVATE DEBT FUND III LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (**"Fund III"**)

and

FIERA PRIVATE DEBT FUND V LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (**"Fund V"** and together with Fund III, the **"Lenders"**)

and

THE HALIFAX HERALD LIMITED (the **"Herald"**)

and

SALTWIRE NETWORK INC. (**"SaltWire"**, and together with the Herald the **"Borrowers"**)

and

G.W.D. INVESTMENTS LIMITED (**"GWD"**)
BRACE CAPITAL LIMITED (**"Brace"**)
THE MARK LEVER FAMILY TRUST 2017 (**"Lever Trust"**)
SARAH DENNIS (**"Dennis"**)
SARAH A. DENNIS FAMILY TRUST 2009 (**"Dennis Trust"**)
BRACE HOLDINGS LIMITED (**"Holdings"**)
HEADLINE PROMOTIONAL PRODUCTS LIMITED (**"Headline"**)

(each individually called a **"Guarantor"**, collectively called the **"Guarantors"**, and together with the Borrowers, the **"Obligors"**)

RECITALS:

A. Fund III has made available certain credit facilities to the Herald under a loan agreement dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the **"Herald Loan Agreement"**).

B. As of the date hereof, the Herald is indebted to Fund III in the amount of (i) \$9,550,402.20 of outstanding principal and interest pursuant to the terms of the Herald Loan Agreement and (ii) \$115,778.17 of outstanding PIK Interest pursuant to the terms of the Fourth Amended and Restated Forbearance Agreement (the **"Herald Indebtedness"**).

C. Pursuant to the terms of the Herald Loan Agreement, the Herald Indebtedness is maturing on July 19, 2022.

D. Fund V has made available certain credit facilities to SaltWire under a loan agreement dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**SaltWire Loan Agreement**” and together with the Herald Loan Agreement, the “**Loan Agreements**”).

E. As of the date hereof, SaltWire is indebted to Fund V in the amount of (i) \$27,864,157.01 of outstanding principal and interest pursuant to the terms of the SaltWire Loan Agreement and (ii) \$337,793.21 of outstanding PIK Interest pursuant to the terms of the Fourth Amended and Restated Forbearance Agreement (the “**SaltWire Indebtedness**” and together with the Herald Indebtedness, the “**Total Indebtedness**”).

F. Pursuant to the terms of the SaltWire Loan Agreement, the SaltWire Indebtedness is maturing on April 12, 2025.

G. Pursuant to the terms of the Herald Loan Agreement, the Obligors have executed and delivered to Fund III the documents listed in Schedule A (Herald Loan & Security Documents) (the “**Herald Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund III that may be outstanding from time to time, including but not limited to the Herald Indebtedness (the “**Herald Loan Obligations**”).

H. Pursuant to the terms of the SaltWire Loan Agreement, the Obligors have executed and delivered to Fund V the documents listed in Schedule B (SaltWire Loan & Security Documents) (the “**SaltWire Security**”, and together with the Herald Security, the “**Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund V that may be outstanding from time to time, including but not limited to the SaltWire Indebtedness (the “**SaltWire Loan Obligations**” and together with the Herald Loan Obligations, the “**Obligations**”).

I. The Guarantors (and the Herald in regards to the SaltWire Loan Obligations and SaltWire in regards to the Herald Loan Obligations) guaranteed the Obligations pursuant to the applicable guarantees set out in Schedule A and Schedule B.

J. The Obligors are in default under the Loan Agreements and the Security.

K. The Obligors and the Lenders entered into a forbearance agreement dated February 28, 2019 and effective as of January 15, 2019 (the “**Original Forbearance Agreement**”).

L. The Obligors and the Lenders entered into an amended and restated forbearance agreement dated October 2, 2019 and effective as of June 30, 2019 to amend and restate the Original Forbearance Agreement as provided therein (the “**Amended and Restated Forbearance Agreement**”).

M. The Obligors and the Lenders entered into a second amended and restated forbearance agreement dated May 19, 2020 and effective as of February 15, 2020 to amend and restate the Amended and Restated Forbearance Agreement as provided therein (the “**Second Amended and Restated Forbearance Agreement**”).

N. The Obligors and the Lenders entered into a third amended and restated forbearance agreement dated November 2, 2020 and effective as of September 30, 2020 to amend and restate the Second Amended and Restated Forbearance Agreement as provided therein (the “**Third Amended and Restated Forbearance Agreement**”).

O. The Obligors and the Lenders entered into a fourth amended and restated forbearance agreement dated May 3, 2021 and effective as of March 31, 2021 to amend and restate the Third Amended and Restated Forbearance Agreement as provided therein (the “**Fourth Amended and Restated Forbearance Agreement**”).

P. The Obligors and the Lenders are entering into this Agreement to further amend and restate the Fourth Amended and Restated Forbearance Agreement as provided herein.

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this Agreement, in addition to the terms otherwise defined herein, the following definitions apply:

“**Bankruptcy Event**” means, relating to any Obligor, that

- (a) it fails to pay or perform its obligations generally as they become due or admits its inability to pay its debts generally,
- (b) it is an insolvent person or commits or threatens to commit an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada),
- (c) a Bankruptcy Proceeding (excluding any Bankruptcy Proceeding instituted against the Obligor that it is contesting in good faith by appropriate proceedings so long as enforcement remains stayed, none of the relief sought is granted (either on an interim or permanent basis), and the Bankruptcy Proceeding is dismissed within 30 days of its commencement), or
- (d) it takes any action to authorize any of the actions set forth in this definition.

“**Bankruptcy Proceeding**” means, relating to any Obligor, the commencement of any proceeding or the taking of any step, whether voluntary or involuntary or whether instituted by or against that it, under the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), or any other similar legislation of any jurisdiction seeking any of the following or resulting, by operation of law, in the bankruptcy of that Person:

- (a) any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, or other similar relief in respect of any or all of any Obligor’s obligations,
- (b) the winding up, liquidation, or dissolution of any Obligor or all or any part of its businesses, undertaking, properties, and assets,
- (c) any order declaring, finding, or adjudging any Obligor insolvent or bankrupt, or

- (d) the appointment (provisional, interim, or permanent) of any receiver, receiver and manager, trustee, monitor, custodian, liquidator, or other Person with similar powers.

“Business Day” means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.

“Default” means if

- (a) any Obligor defaults in the payment or performance of any obligation under this Agreement, or any of its Obligations,
- (b) any representation or warranty made by any Obligor in this Agreement, either of the Loan Agreements, the Security or in any certificate or other document at any time delivered to the Lenders pursuant thereto was incorrect or misleading in any material respect,
- (c) any Obligor denies its obligations under this Agreement, either of the Loan Agreements, or the Security, or claims that any of them is invalid in whole or in part,
- (d) the Borrowers fail to deliver the Herald Repayment Plan to the Lenders on or before May 16, 2022 as contemplated in Section 4.02,
- (e) a Bankruptcy Event occurs relating to any Obligor, or
- (f) any Obligor takes any corporate or other action to authorize, or in furtherance of, any of the circumstances listed above.

“Forbearance Period” means the period from the execution and delivery by the Obligors of this Agreement and ending upon the earlier of

- (a) the close of business on July 19, 2022 unless extended by the Lenders under section 6.01; and
- (b) the termination of such period by the Lenders in accordance with the terms of this Agreement.

“Governmental Authority” means (a) the government of Canada or any other nation, whether federal, provincial, state, municipal, local, or other government or public department, (b) any central bank, court, tribunal, arbitral body, regulatory body (including any stock exchange), commission (including any securities commission), board, bureau, agency, authority, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, any of the foregoing, and (c) any subdivision of any of the foregoing.

“Limited Guarantor” means an Obligor that is only required to have provided a Limited Recourse Guarantee and Pledge Agreement pursuant to the terms of the Loan Agreements or either of them.

“Notice” means any notice, request, direction, or other document that a party can or must make or give under this Agreement.

“**Person**” includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the Loan Agreements.

1.02 Currency

Unless specified otherwise, all dollar amounts expressed in this Agreement refer to Canadian currency.

1.03 Headings

The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

1.04 Internal references

References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement.

1.05 Number and gender

Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

1.06 Calculation of time

In this Agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Eastern Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. Eastern Time on the next Business Day.

1.07 Construction of terms

The parties have each participated in settling the terms of this Agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this Agreement.

1.08 Amendment, Restatement and Novation

This Agreement amends, restates, supersedes and replaces the Fourth Amended and Restated Forbearance Agreement in its entirety and is not a novation with respect to the Fourth Amended and Restated Forbearance Agreement.

ARTICLE 2 FORBEARANCE

2.01 Forbearance Period

Except as otherwise specifically provided in this Agreement, during the Forbearance Period the Lenders shall refrain from further enforcing their rights and remedies under the Loan Agreements and the Security. Following the Forbearance Period, the Lenders will have no obligations under this Agreement.

2.02 Repayment of Indebtedness

- (a) Notwithstanding Schedule "H" (Repayment Schedule) of the Herald Loan Agreement, and notwithstanding any Target Minimum Prepayment made as required pursuant to the terms of section **Error! Reference source not found.** hereof, the Herald shall be required to make payments in respect of the Herald Indebtedness in accordance with the repayment schedule attached hereto as Schedule C (Herald Forbearance Repayment Schedule) from the date of this Agreement until July 19, 2022, at which time the Herald Loan Obligations shall be due and payable in full.
- (b) Notwithstanding Schedule "H" (Repayment Schedule) of the SaltWire Loan Agreement, and notwithstanding any Target Minimum Prepayment made as required pursuant to the terms of section 5.01 hereof, SaltWire shall be required to make payments in respect of the SaltWire Indebtedness in accordance with the repayment schedule attached hereto as Schedule D (SaltWire Forbearance Repayment Schedule) from the date of this Agreement until July 19, 2022, at which time the repayment schedule set out in Schedule "H" of the SaltWire Loan Agreement will resume unless Fund V, in its sole discretion, has otherwise agreed in writing to an alternative repayment schedule.

From time to time following payment being made by the Borrowers in accordance with subsections 2.02(a) and 2.02(b) above, or following payment being made by the Borrowers of any Target Minimum Prepayment in accordance with section 4.01 below, and upon request by the Borrowers, the Lenders will provide a current accounting of the outstanding Obligations of the Borrowers taking into account any such payments as of the date of such accounting.

2.03 Calculation of Financial Ratios

During the Forbearance Period all funds advanced to SaltWire pursuant to the VTB and any PIK Interest shall be excluded from the calculation of the financial ratios contained at Section 5.3 of each Loan Agreement, as applicable.

ARTICLE 3 OBLIGORS' REPRESENTATIONS AND WARRANTIES

Each Obligor jointly and severally represents and warrants to the Lenders that each of the representations and warranties contained in Article 2.00 of each of the Loan Agreements are true and correct as of the date hereof. Each Obligor further jointly and severally represents and warrants to the Lenders as follows, acknowledging that the Lenders are relying on these representations and warranties:

3.01 Existence

If it is a corporation, it is a corporation incorporated and existing under the laws of the jurisdiction of its incorporation.

3.02 Power and capacity

If it is a corporation, it has the corporate power and capacity to carry on business, to own properties and assets, and to execute, deliver, and perform its obligations under this Agreement.

3.03 Authorization

If it is a corporation, it has taken all necessary corporate action to authorize its execution and delivery of, and the performance of its obligations under, this Agreement.

3.04 Execution and delivery

It has duly executed and delivered this Agreement.

3.05 Enforceability

This Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms.

3.06 No breach

The execution, delivery, and performance of its obligations under this Agreement do not and will not breach or result in a default under

- (a) if applicable, its memorandum of association, articles of association, by-laws, or any shareholders agreement to which it is a party,
- (b) any law to which it is subject,
- (c) any judgment, order, or decree of any court, agency, tribunal, arbitrator, or other authority to which it is subject, or
- (d) any agreement to which it is a party or by which it is bound.

3.07 No regulatory approvals required

It is not required to obtain any action, approval, authorization, consent, or order of, or make any filing, registration, qualification, or recording with, any Governmental Authority or any other Person in connection with the execution or delivery of, or the performance of its obligations under, this Agreement

3.08 Permits and other authorizations

It holds all necessary permits and other authorizations necessary to own, lease, and operate its properties and to conduct its business as it is now carried on.

3.09 Bankruptcy, etc.

No proceedings have been taken or authorized by it or, to its knowledge, by any other Person relating to its bankruptcy, insolvency, liquidation, dissolution, or winding up.

3.10 Books and records, etc.

It has disclosed to the Lenders all information relating to the Obligors and their respective businesses, assets, and financial condition to the date of this Agreement that may be relevant. All of the books and records of the Obligors provided as of the date of this Agreement are true and complete in all respects.

3.11 No barrier to entering into this Agreement

It is not aware of any fact, event, circumstance, or condition relating to any other Obligor that may cause the Lenders not to enter into or accept any of the terms of this Agreement.

**ARTICLE 4
OBLIGORS' COVENANTS**

Until the payment and performance of all of the Obligations in full, each Obligor jointly and severally covenants with the Lenders to comply with each and every covenant contained in Article 5 of each of the Loan Agreements (each as amended) and as follows, acknowledging that the Lenders are relying on these covenants:

4.01 Target Minimum Prepayment

- (a) Notwithstanding section 3.10 of each of the Loan Agreements, the Borrowers shall make a prepayment in an amount of no less than \$4,850,000 (the "**Target Minimum Prepayment**") on or before April 29, 2022 (the "**Prepayment Date**") to be applied by the Lenders ratably to the Herald Indebtedness and the SaltWire Indebtedness. The Lenders shall waive any prepayment penalties applicable to the Target Minimum Prepayment pursuant to section 3.10(b) of each of the Loan Agreements.
- (b) Failure to pay the full amount of the Target Minimum Prepayment to the Lenders on or before the Prepayment Date shall result in interest being payable on the unpaid amount of the Target Minimum Prepayment until it is paid in full as follows:
 - (i) For the month of May, 2022, the rate set out in Section 3.7 of each of the Loan Agreements plus 0.50%,
 - (ii) For the month of June, 2022, the rate set out in Section 3.7 of each of the Loan Agreements plus 1.00%, and
 - (iii) At all times thereafter until the Target Minimum Prepayment has been paid in full, the rate set out in Section 3.7 of each of the Loan Agreements plus 1.50%.

4.02 Repayment Plan

The Borrowers shall deliver to the Lenders on or before May 16, 2022 a report, in form and substance satisfactory to the Lenders in their sole discretion, describing the Borrowers' plan to repay the Herald Indebtedness in full on or before the expiry of the Forbearance Period or on a timeline acceptable to the Lenders in their sole discretion (the "**Herald Repayment Plan**").

4.03 Audited Financial Statements

The Borrowers shall furnish to the Lenders annual audited consolidated financial statements of each of the Borrowers, each prepared in accordance with generally accepted accounting principles applied on a consistent basis, as at the end of the applicable year and signed by two (2) officers of the applicable Borrower, in accordance with the following schedule:

APPLICABLE AUDITED CONSOLIDATED STATEMENTS	DUE DATE

Herald – year ended December 31, 2020	December 31, 2021
Herald - year ended December 31, 2021	April 30, 2022
Herald - year ended December 31, 2022	April 30, 2023
SaltWire - year ended December 31, 2017	January 31, 2022
SaltWire - year ended December 31, 2018	January 31, 2022
SaltWire - year ended December 31, 2019	April 30, 2022
SaltWire - year ended December 31, 2020	September 30, 2022
SaltWire - year ended December 31, 2021	December 31, 2022
SaltWire - year ended December 31, 2022	April 30, 2023

For certainty, other than as specifically set out above, at all times beginning on April 30, 2022, the Borrowers shall deliver audited financial statements in accordance with their obligations and covenants pursuant to the provisions of each of the Loan Agreements.

4.04 Real Property Sale

- (a) Notwithstanding section 5.2 (a) of each of the Loan Agreements, the Obligors shall continue to engage a real estate brokerage acceptable to the Lenders pursuant to a listing agreement (the “**Agent**”), to list certain Real Property acceptable to the Lenders, in their sole discretion, for sale including, without limitation, the Real Property listed in Schedule E attached hereto (which may be updated by the Lenders from time to time) (each a “**Sale Property**” and collectively, the “**Sale Properties**”). For certainty, the Lenders may, in their sole discretion, at any time require that each of the Borrowers list for sale any Real Property that is not already a Sale Property by providing the applicable Borrower with written Notice of such request (“**Sale Request Notice**”). Upon receipt of a Sale Request Notice, each Borrower covenants and agrees to list the Real Property specified therein for sale promptly, at a minimum sale price satisfactory to the Lender, in its sole discretion, and otherwise in accordance with the terms and conditions of this Agreement. The Agent shall be provided irrevocable authorization and direction to:
- (i) immediately provide copies of all offers to purchase the Sale Properties received by the Agent to the Lenders;
 - (ii) freely communicate with the Lenders (without any restriction) and provide full disclosure of all aspects of the marketing process to the Lenders in a complete and timely manner; and
 - (iii) direct that the net proceeds from any sale of Real Property be paid to either Lender,

provided that, the Lenders may, in their sole discretion, direct net proceeds of any sale of the Sale Properties to be (x) applied to reduce the SaltWire Indebtedness, (y) applied to reduce the Herald Indebtedness, or (z) applied as they otherwise see fit.

- (b) No less than monthly and at any more frequent time as requested by the Lenders, the Obligors shall provide to the Lenders a reporting of the status of the sales and marketing of each of the Sale Properties.

4.05 Sales and Financing Offers

- (a) The Obligors shall act in good faith to obtain *bona fide* offers and proposals in respect of (i) additional equity investments in the Herald, and (ii) the sale of any Property of the Obligors, including, without limitation, partial, divisional or segmented sales (each a “**Offer**” and collectively, the “**Offers**”). The Obligors shall immediately provide copies of all Offers received by the Obligors to the Lenders, including, without limitation, any term sheet, commitment letter, letter of intent, exclusivity agreement or any other form of offer or proposal as to the financing of the Obligors or the sale of any Property of the Obligors. The Lenders’ prior written consent, which shall not be unreasonably withheld shall also be required prior to (y) any Obligor accepting, responding to or finalizing any Offer, and (z) the entering into by the applicable Obligor of the agreements, instruments and transactions required to consummate such Offer (collectively, the “**Consummating Transactions**”). By execution of this Agreement, the Obligors hereby provide the Lenders with irrevocable authorization and direction to direct all net proceeds from any Offer and the corresponding Consummating Transactions as they see fit.
- (b) Without limiting the generality of the provisions of section 4.05(a) above, prior to accepting any Offer or otherwise committing in any way to effect or consummate any Consummating Transaction, the Borrowers shall deliver to the Lenders an analysis of the projected impact on the EBITDA and ongoing business of the applicable Obligor of any proposed sale to be effected by any Consummating Transaction. Such analysis shall be acceptable in form and substance to the Lenders in their sole and reasonable discretion prior to the applicable Obligor accepting any Offer or otherwise committing in any way to effect or consummate the applicable Consummating Transaction.

4.06 PIK Interest

Notwithstanding section 3.7 of each of the Loan Agreements and the default by the Borrowers under each of the Loan Agreements, PIK Interest shall accrue and be added to the Herald Indebtedness and SaltWire Indebtedness, as applicable, as additional principal on the fifteenth (15th) day of each and every month during the Forbearance Period, and shall thereafter automatically constitute a part of the outstanding principal amount of the Herald Indebtedness and SaltWire Indebtedness, as applicable, for all purposes (except that interest shall not accrue on such portion thereof comprised of PIK Interest).

4.07 Access to Meetings

The Obligors shall provide access to any person designated by the Lenders to attend, as an observer, board, leadership and strategic meetings of the officers or directors of each of the

Obligors (the “**Leadership Meetings**”). Each Obligor shall deliver to the Lenders all notices consents, minutes, documents and other information and materials that each Obligor sends to the officers or directors of the Obligors in connection with the Leadership Meetings at the same time as such items are delivered to the officers or directors of the applicable Obligor. The Obligors shall make arrangements reasonably required to permit the Lenders’ nominee to be present, or observe Leadership Meetings in person, or at the Lenders’ option, by telephone or other electronic means. The Lenders’ nominee shall be permitted to take notes at any Leadership Meeting.

4.08 Transcontinental Damages

SaltWire shall provide the Lenders (i) a status update on the last Business Day of each calendar month, and (ii) a copy of any formal settlement offer (a “**Settlement Offer**”) promptly upon receipt, in respect of the claim brought by SaltWire against Transcontinental Nova Scotia Media Inc. (“**TC**”) in the Nova Scotia Supreme Court for breach by TC of (x) the purchase agreement between SaltWire and TC dated April 12, 2017 (the “**TC Purchase Agreement**”), and (y) the VTB promissory note issued by SaltWire to TC in connection with the TC Purchase Agreement. With respect to any and all Settlement Offers, the Obligors acknowledge, covenant and agree to and in favour of the Lenders as follows:

- (a) The Lender’s prior written consent, which shall not be unreasonably withheld, shall be required prior to SaltWire (or any other Obligor or agent or representative on behalf of any of the Obligors) accepting, responding to or finalizing any Settlement Offer; and
- (b) By execution of this Agreement, SaltWire (or any other Obligor or agent or representative on behalf of any of the Obligors) hereby provides the Lender with irrevocable authorization and direction to direct all net proceeds from any Settlement Offer as they see fit.

4.09 Management Compensation

- (a) Notwithstanding section 5.2 (e) of each of the Loan Agreements, during the Forbearance Period no Obligor shall, directly or indirectly, make any payment to any director, officer or employee (i) for compensation for employment services, or (ii) by way of Corporate Distribution, in each case, in excess of (x) ██████████ in aggregate per calendar year to Mark Lever, (y) ██████████ in aggregate per calendar year to more than one other director, officer or employee of any Obligor other than Mark Lever, or (z) ██████████ in aggregate per calendar year to all directors and officers of the Obligors. For certainty, no other director, officer or employee other than as referenced in (x) and (y) above shall, directly or indirectly, receive payment(s) from the Obligors, in the aggregate, as compensation for employment services or by way of Corporate Distributions in excess of ██████████ per calendar year during the Forbearance Period.
- (b) The Borrowers shall deliver to the Lenders on or before April 30, 2022 a report, in form and substance satisfactory to the Lenders in their sole and reasonable discretion, of the auditors of the Obligors (which auditors shall be acceptable to the Lenders in their sole discretion), verifying the executive compensation of each of the Obligors for the year ending December 31, 2021. Such report shall confirm, among other things the Lenders may require in their sole and

reasonable discretion, the executive compensation restrictions and requirements set out in the provisions of section 4.09(a) above.

4.10 Payment of all amounts when due

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid to the Lenders when due any and all amounts required by this Agreement, the Loan Agreements, or the Security.

4.11 Transparency

Each Obligor shall, at all times, keep the Lenders fully informed and advised of any and all communications and discussions with potential investors in, or purchasers of assets in, its business or assets, including, without limitation, with respect to the Sale Properties and Offers.

4.12 Insurance

Each Obligor shall maintain in good standing all of its insurance policies as reasonably required by the Lenders under the Loan Agreements and the Security from time to time.

4.13 Inspections

Each Obligor shall:

- (a) permit the Lenders and their representatives at any time to inspect, and make copies and summaries of, its books of account, records, and documents, make any enquiries to verify any entries in its books of account, records, and documents; and
- (b) provide the Lenders with all reports that the Lenders may reasonably require (including reports on all relevant sales, purchases, receipts, deposits, payments, contracts, or agreements), and assist the Lenders with the preparation of any reports that the Lenders are required to make.

4.14 No transfer of assets

No Obligor shall transfer any asset to any Person except or specifically contemplated and permitted in accordance with the terms hereof. This covenant shall only apply to any Limited Guarantor in regards to the securities pledged in favour of the Lenders by such Limited Guarantor pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.15 No unauthorized payments

Except as specifically contemplated and permitted pursuant to the terms hereof, each Obligor (other than a Limited Guarantor) shall refrain from (i) declaring any dividends, (ii) making any capital expenditures, or (iii) selling, transferring, releasing, settling, assigning, or moving any of its property or assets. Each Obligor (other than a Limited Guarantor) shall also refrain from (x) making any purchases or payments outside the ordinary course of business, (y) incurring any expenses or liabilities outside the ordinary course of business, or (z) granting any bonuses or salary increases outside of the ordinary course of business in accordance with past practice of the Obligors (and in any event only in compliance with all applicable covenants under the Loan Agreements and the Security). Each Limited Guarantor shall refrain from selling, transferring, releasing, settling or assigning any of the securities pledged in favour of either of the Lenders

pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.16 No material changes

No Obligor shall change its name, its jurisdiction of incorporation or location of chief executive office or its fiscal year or effect a material change in the nature and character of its business.

4.17 No loans, etc.

No Obligor shall make or provide the benefit of any loan, facility, guarantee, letter of credit, advance, or other financing or amount provided by either of the Lenders to or on behalf of any Obligor, whether before, on, or after the date of this Agreement, in favour of any Person.

4.18 No merger

- (a) No Obligor shall consolidate, amalgamate, or merge with any other Person.
- (b) No Obligor (other than a Limited Guarantor) shall:
 - (i) acquire the shares of any Person outside of the ordinary course of its business, or
 - (ii) invest in, lend money to, guarantee, provide any financial assistance, or assume the indebtedness of any Person otherwise than by way of credit or advances in the ordinary course of their business in respect of goods or services required or provided by them.

4.19 No change to share capital

No Obligor (other than a Limited Guarantor) shall:

- (a) increase, reduce, change, classify or reclassify its authorized or issued capital or, except as specifically contemplated and permitted pursuant to the terms of this Agreement, issue any additional shares thereof; or
- (b) purchase, redeem, acquire or retire any of its shares.

4.20 HST Liability

Each Obligor shall, at all times, keep the Lenders fully informed and advised of the status of any outstanding HST liabilities or any other liabilities of the Obligors that may rank in priority to the Security (collectively "**Priority Liabilities**").

4.21 Forbearance Fee

The Borrowers shall pay to the Lenders for their ratable benefit a forbearance fee in the amount of \$30,000, which shall be fully earned upon execution of this Agreement and payable on or prior to the last date prior to the expiry or termination of the Forbearance Period.

**ARTICLE 5
OBLIGORS' ACKNOWLEDGEMENTS**

Each Obligor acknowledges, confirms and agrees to the Lenders as follows:

5.01 Borrowers in default

Each of the Obligors acknowledge that each of the Borrowers is in default (and therefore, by implication, all of the Obligors are in default) under each of the Loan Agreements and the Security. The Lenders are entitled to exercise all of their rights and remedies under each of the Loan Agreements and the Security.

5.02 Security valid and enforceable

The Security is fully valid and enforceable by the Lenders against each party to the Security in accordance with its terms.

5.03 Lenders' reasonable notice

The Lenders have provided reasonable notice to each of the Obligors in respect of the exercise of their rights and remedies under each of the Loan Agreements and the Security.

5.04 Waiver of claims

To the extent permitted by law, each Obligor waives any defences and claims against each of the Lenders in connection with the exercise of their rights and remedies under this Agreement, the Loan Agreements, or the Security.

5.05 Compliance with Loan Agreement and Security

Subject to the terms of this Agreement, each Obligor has fully complied with, and shall in the future continue to fully comply with, all of the covenants contained in Article 5 of the Loan Agreements and all other obligations, covenants and conditions set out in the Loan Agreements and the Security (except as otherwise provided in this Agreement), including, without limitation, the quarterly reporting covenants set out at Section 5.1(e)(ii) and Section 5.1(e)(iii) of the Loan Agreements and the requirement that the Borrowers provide the Lenders, within fifteen (15) calendar days after the end of each month, with unaudited financial statements of Brace Holdings Limited (on a fully combined basis), prepared in accordance with generally accepted accounting principles applied on a consistent basis.

ARTICLE 6 TERMINATION AND EXTENSION OF FORBEARANCE PERIOD

6.01 Termination

Upon the occurrence of any Default at any time during the Forbearance Period or upon the expiry of the Forbearance Period, unless the Obligors have cured all defaults under each of the Loan Agreements to the Lenders' satisfaction, in their sole discretion:

- (a) all of the Obligations, including all of the Indebtedness and all other amounts payable under this Agreement and any amounts incurred or arising in connection with the Loan Agreements and the Security, will become immediately due and payable without Notice;
- (b) the Lenders may immediately exercise any rights or remedies available to them under the Loan Agreements and the Security, and each Obligor shall

- (i) perform and make payment in full of all of their respective Obligations that remain outstanding at that time (including all the Indebtedness, together with accrued and accruing interest and related costs and expenses) without any further Notice, or
- (ii) consent to the Lenders' immediate enforcement of all of the Security to which it is a party (including the appointment of a trustee in bankruptcy, the appointment of an agent, a receiver, a manager, or a receiver and manager, as the Lenders may see fit in their sole absolute discretion without any further Notice).

Each Obligor (other than a Limited Guarantor) consents to either of the Lenders assigning any Obligor into bankruptcy or consenting to the making of an interim or final receiving order against any Obligor.

ARTICLE 7 RIGHTS AND REMEDIES

7.01 Indemnity

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid, and shall indemnify each of the Lenders against, all reasonable costs incurred relating to:

- (a) any financing statements, financing change statements and notices of security interest filed relating to the Loan Agreements, the exercising of any or all of the Lenders' rights or remedies under this Agreement, the Loan Agreements, or the Security, the taking, recovering or possessing of any or all of the assets of the Obligors, and of any other proceedings taken for the purpose of enforcing the remedies provided in this Agreement, the Loan Agreements, or the Security or by reason of non-payment of the Obligations, including the appointment of an agent, a receiver, a manager, or a receiver and manager (whether by court order or private appointment), and
- (b) all other reasonable fees included in the Obligations, as they accrue, with interest at an annual rate equal to the highest rate borne by any of the Obligations, payable on demand.

7.02 Survival

Article 3 (Obligors' Representations and Warranties) and Article 4 (Obligors' Covenants) and sections 7.01 (Indemnity), 9.09 (Governing law) and 9.10 (Submission to jurisdiction) survive the termination of this Agreement.

7.03 Remedies cumulative

The rights, remedies, and powers provided in this Agreement, either of the Loan Agreements, or the Security to a party are cumulative and in addition to, and are not exclusive of or in substitution for, any rights, remedies, and powers otherwise available to that party.

7.04 Non-merger

The rights, obligations, and representations and warranties under this Agreement, the Loan Agreements, or the Security will not merge upon the taking of a judgment or judgments relating to any of the Obligations.

7.05 Severability

The invalidity or unenforceability of any particular term of this Agreement will not affect or limit the validity or enforceability of the remaining terms.

7.06 Waiver

No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement, the Loan Agreements, or the Security is effective unless it is in writing and signed by the party granting the waiver. No waiver will extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived. No waiver will affect the exercise of any other rights or remedies under this Agreement, the Loan Agreements, or the Security. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

ARTICLE 8 RELEASE

8.01 Release

The Obligors jointly and severally release and discharge the Lenders and their respective directors, officers, employees, and agents, from and against all claims and demands that they may have against either of the Lenders arising up to the date of this Agreement out of any action or omission of either of the Lenders or for any other reason.

ARTICLE 9 GENERAL PROVISIONS

9.01 Entire agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter. This Agreement supersedes any previous agreements and discussions between the parties. There are no representations, covenants, or other terms other than those set forth in this Agreement.

9.02 Further assurances

Each party, upon receipt of Notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

9.03 Amendment

This Agreement may only be amended by a written document signed by each of the parties.

9.04 Conflict of terms

If there is any inconsistency between the terms of this Agreement and the terms of either of the Loan Agreements or the Security, the terms of this Agreement will prevail, provided that, to the extent that either this Agreement or the Loan Agreements or the Security are silent on a particular matter, the Loan Agreement, the Security, or this Agreement, as the case may be, will govern relating to that matter. The parties shall take any necessary steps to conform the inconsistent terms to the terms of this Agreement. For greater certainty, nothing herein affects or expands the limited recourse obligations of any Limited Guarantor as set out in the Limited Recourse Guarantee and Pledge Agreement granted by such Limited Guarantor.

9.05 Binding effect

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

9.06 Assignment

This Agreement may not be assigned by any Obligor without the Lenders' prior written consent. The Lenders may assign this Agreement and may transfer the Security to any Person without any of the Obligors' prior written consent.

9.07 Notice

To be effective, a Notice must be in writing and delivered in accordance with Article 9.00 of the Loan Agreements.

9.08 Powers of Attorney

Each Obligor (subject to the limitations set forth in section 9.04) hereby constitutes and appoints each of the Lenders or either of them, with full power of substitution, as its attorney and agent, with full power and authority, in its name, place and stead, to make, execute, acknowledge, and deliver all documents necessary under this Agreement, the Loan Agreements, or the Security, to commence, continue, or defend any proceedings authorized to be taken under this Agreement the Loan Agreements, or the Security, and to generally to use the name of each Obligor in the exercise of all or any of the powers conferred on the Lenders in this Agreement, the Loan Agreements, or the Security. This power of attorney is irrevocable and is a power coupled with an interest and is granted to secure the performance by each Obligor of its obligations under this Agreement, the Loan Agreements, or the Security. Each Obligor will be bound by any representations made by its attorney acting in good faith and without negligence under that power of attorney (provided that such representations have been made by it in this Agreement or otherwise in writing by it to its attorney), and each Obligor ratifies and hereby waives all defences that may be available to contest, negate, or disaffirm, all actions of its attorney taken in good faith and without negligence under this power of attorney.

9.09 Governing law

The laws of Nova Scotia and the laws of Canada applicable in Nova Scotia, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.

9.10 Submission to jurisdiction

The parties irrevocably attorn to the jurisdiction of the courts of Nova Scotia, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

9.11 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Agreement.

9.12 Effective date

This Agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

9.13 Receipt of copy

Each Obligor acknowledges having received a signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first written above.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: SO
Name: Brian Ko
ASO

Per: SO
Name: Brian Ko
ASO

Per: [Signature]
Name: Russell French
ASO

Per: [Signature]
Name: Russell French
ASO

THE HALIFAX HERALD LIMITED

SALTWIRE NETWORK INC.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

G.W.D. INVESTMENTS LIMITED

BRACE CAPITAL LIMITED

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

HEADLINE PROMOTIONAL PRODUCTS LIMITED

BRACE HOLDINGS LIMITED

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

SARAH A. DENNIS FAMILY TRUST (2009)

**THE MARK LEVER FAMILY TRUST
(2017)**

Per: _____
Name: _____
Title: Trustee

Per: _____
Name: _____
Title: Trustee

WITNESS: _____
Name: _____

SARAH A. DENNIS

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first written above.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: _____
Name: _____
ASO

Per: _____
Name: _____
ASO


Per: _____
Name: _____
ASO

Per: _____
Name: _____
ASO

THE HALIFAX HERALD LIMITED

SALTWIRE NETWORK INC.


Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

G.W.D. INVESTMENTS LIMITED


BRACE CAPITAL LIMITED


Per: 
Name: SARAH DENNIS
Title: _____

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

HEADLINE PROMOTIONAL PRODUCTS LIMITED

BRACE HOLDINGS LIMITED


Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO


SARAH A. DENNIS FAMILY TRUST (2009)

THE MARK LEVER FAMILY TRUST (2017)

Per: 
Name: SARAH DENNIS
Title: Trustee

Per: 
Name: MARK LEVER
Title: Trustee

WITNESS:

Name: 
Stephanie Stewart


SARAH A. DENNIS

**SCHEDULE A
HERALD LOAN & SECURITY DOCUMENTS**

1. The Herald Loan Agreement, as amended;
2. Collateral mortgage between Herald and Fund III dated July 18, 2012 over the following owned property of Herald;

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

3. General security agreement between Herald and Fund III dated July 19, 2012;
4. Trademark security agreement between Herald and Fund III dated July 19, 2012;
5. Trademark security agreement between Brace Capital and Fund III dated July 19, 2012;
6. Guarantee/Pledge agreement between GWD and Fund III dated July 19, 2012, as amended;
7. Guarantee agreement between Brace Capital and Fund III dated July 19, 2012;
8. Guarantee/Pledge agreement between Dennis and Fund III dated July 19, 2012, as amended;
9. Guarantee/Pledge by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
10. General security agreement between SaltWire and Fund III dated April 12, 2017;
11. Guarantee agreement between SaltWire and Fund III dated April 12, 2017;
12. Guarantee/Pledge agreement between Dennis Trust and Fund III dated April 12, 2017;
13. Guarantee/Pledge agreement between Lever Trust and Fund III dated April 12, 2017;
14. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated April 12, 2017;
15. Amended and restated guarantee/pledge agreement between Dennis and Fund III dated April 12, 2017;
16. General security agreement between Headline and Fund III dated January 1, 2018;
17. Trademark security agreement between Headline and Fund III dated January 1, 2018;
18. Guarantee between Headline and Fund III dated January 1, 2018; and
19. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated January 1, 2018.

SCHEDULE B

SALTWIRE LOAN & SECURITY DOCUMENTS

1. The SaltWire Loan Agreement, as amended;
2. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
3. General Security Agreement between Herald and Fund V dated April 12, 2017;
4. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
5. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
6. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;
7. Guarantee by Herald in favour of Fund V dated April 12, 2017;
8. Guarantee by Brace in favour of Fund V dated April 12, 2017;
9. Guarantee/Pledge by Dennis dated April 12, 2017;
10. Guarantee/Pledge by Dennis Trust dated April 12, 2017;
11. Guarantee/Pledge by Lever Trust dated April 12, 2017;
12. Guarantee/Pledge by GWD dated April 12, 2017;
13. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
14. Collateral Mortgage over the following owned real property of SaltWire

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

15. Guarantee by Headline in dated January 1, 2018;
16. General Security Agreement between Headline and Fund V dated January 1, 2018
17. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
18. Amended and Restated guarantee/pledge by Brace Holdings in favour of Fund V;

**SCHEDULE C
HERALD FORBEARANCE REPAYMENT SCHEDULE**

Halifax Herald Limited

Account Number: IPD31213

Principal Amount: \$ 18,000,000.00

Interest Rate: 6.000%

Blended Payment: \$ 236,545.74

PIK Interest Rate: 0.500%

Pymt.		Total
#	Date	Payment
112	15-Nov-21	\$ 136,484.27
113	15-Dec-21	\$ 136,484.27
114	15-Jan-22	\$ 136,484.27
115	15-Feb-22	\$ 136,484.27
116	15-Mar-22	\$ 136,484.27
117	15-Apr-22	\$ 136,484.27
118	15-May-22	\$ 236,545.74
119	15-Jun-22	\$ 236,545.74
120	15-Jul-22	\$ 236,545.74

**SCHEDULE D
SALTWIRE FORBEARANCE REPAYMENT SCHEDULE**

Saltwire Network Inc.

Account Number: IPD51716

Principal Amount: \$ 31,000,000.00

Interest Rate: 6.000%

Blended Payment: \$ 452,865.19

PIK Interest Rate: 0.500%

Page 1

Pymt. #	Date	Total Payment
55	15-Nov-21	\$ 396,281.51
56	15-Dec-21	\$ 396,281.51
57	15-Jan-22	\$ 396,281.51
58	15-Feb-22	\$ 396,281.51
59	15-Mar-22	\$ 396,281.51
60	15-Apr-22	\$ 396,281.51
61	15-May-22	\$ 452,865.19
62	15-Jun-22	\$ 452,865.19
63	15-Jul-22	\$ 452,865.19

**SCHEDULE E
SALE PROPERTIES**

	List Price	Sale Price	Net Proceeds	Capital Gains (estimate)	After-Tax Proceeds	Closing Date
Properties for Sale						
Columbus Drive, NFLD	\$2,400,000	n/a	n/a	n/a	n/a	n/a
255 George Street, Sydney, NS	\$2,400,000	n/a	n/a	n/a	n/a	n/a
Total	\$ 4,800,000					

Properties not yet listed for Sale

311 Bluewater Road,
Bedford, NS

36 Austin Street, St.
John's, NFLD

Total

Form 39.09

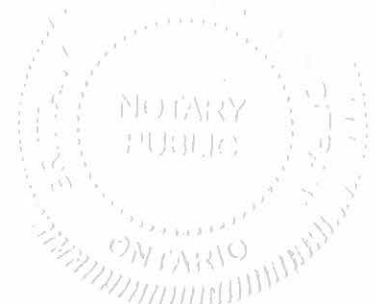
Exhibit Stamp

Hfx No.

This is Exhibit "Y" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



SIXTH AMENDED AND RESTATED FORBEARANCE AGREEMENT

THIS SIXTH AMENDED AND RESTATED FORBEARANCE AGREEMENT (as may be further amended, restated, supplemented, replaced or otherwise modified from time to time, this **"Agreement"**) is made as of August 9, 2022, to be effective as of the 19th of July, 2022.

BETWEEN:

FIERA PRIVATE DEBT FUND III LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (**"Fund III"**)

and

FIERA PRIVATE DEBT FUND V LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (**"Fund V"** and together with Fund III, the **"Lenders"**)

and

THE HALIFAX HERALD LIMITED (the **"Herald"**)

and

SALTWIRE NETWORK INC. (**"SaltWire"**, and together with the Herald the **"Borrowers"**)

and

G.W.D. INVESTMENTS LIMITED (**"GWD"**)
BRACE CAPITAL LIMITED (**"Brace Capital"**)
BRACE HOLDINGS LIMITED (**"Brace Holdings"**)
HEADLINE PROMOTIONAL PRODUCTS LIMITED (**"Headline"**)
THE MARK LEVER FAMILY TRUST 2017 (**"Lever Trust"**)
SARAH A. DENNIS FAMILY TRUST 2009 (**"Dennis Trust"**)
SARAH DENNIS (**"Dennis"**)

(each individually called a **"Guarantor"**, collectively called the **"Guarantors"**, and together with the Borrowers, the **"Obligors"**)

RECITALS:

- A. Fund III has made available certain credit facilities to the Herald under a loan agreement dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the **"Herald Loan Agreement"**).
- B. As of the date hereof, the Herald is indebted to Fund III in the amount of (i) \$8,819,820.00 of outstanding principal and interest pursuant to the terms of the Herald Loan Agreement and (ii) \$150,592.22 of outstanding PIK Interest pursuant to the terms of the Fifth Amended and Restated Forbearance Agreement (the **"Herald Indebtedness"**).

- C. Pursuant to the terms of the Herald Loan Agreement, the Herald Indebtedness is maturing on July 19, 2022 and Fund III, subject in all respects to the terms and conditions of this Agreement, has agreed to extend the Maturity Date (as such term is defined in the Herald Loan Agreement) of the Herald Indebtedness to December 15, 2022 (the “**New Herald Maturity Date**”).
- D. Fund V has made available certain credit facilities to SaltWire under a loan agreement dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**SaltWire Loan Agreement**” and together with the Herald Loan Agreement, the “**Loan Agreements**”).
- E. As of the date hereof, SaltWire is indebted to Fund V in the amount of (i) \$25,977,759.30 of outstanding principal and interest pursuant to the terms of the SaltWire Loan Agreement and (ii) \$438,180.36 of outstanding PIK Interest pursuant to the terms of the Fifth Amended and Restated Forbearance Agreement (the “**SaltWire Indebtedness**” and together with the Herald Indebtedness, the “**Total Indebtedness**”).
- F. Pursuant to the terms of the SaltWire Loan Agreement, the SaltWire Indebtedness is maturing on April 12, 2025.
- G. Pursuant to the terms of the Herald Loan Agreement, the Obligors have executed and delivered to Fund III the documents listed in Schedule A (Herald Loan & Security Documents) (the “**Herald Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund III that may be outstanding from time to time, including but not limited to the Herald Indebtedness (the “**Herald Loan Obligations**”).
- H. Pursuant to the terms of the SaltWire Loan Agreement, the Obligors have executed and delivered to Fund V the documents listed in Schedule B (SaltWire Loan & Security Documents) (the “**SaltWire Security**”, and together with the Herald Security, the “**Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund V that may be outstanding from time to time, including but not limited to the SaltWire Indebtedness (the “**SaltWire Loan Obligations**” and together with the Herald Loan Obligations, the “**Obligations**”).
- I. The Guarantors (and the Herald in regards to the SaltWire Loan Obligations and SaltWire in regards to the Herald Loan Obligations) guaranteed the Obligations pursuant to the applicable guarantees set out in Schedule A and Schedule B.
- J. The Obligors and the Lenders entered into a forbearance agreement dated February 28, 2019 and effective as of January 15, 2019 (the “**Original Forbearance Agreement**”).
- K. The Obligors and the Lenders entered into an amended and restated forbearance agreement dated October 2, 2019 and effective as of June 30, 2019 to amend and restate the Original Forbearance Agreement as provided therein (the “**Amended and Restated Forbearance Agreement**”).
- L. The Obligors and the Lenders entered into a second amended and restated forbearance agreement dated May 19, 2020 and effective as of February 15, 2020 to amend and restate

the Amended and Restated Forbearance Agreement as provided therein (the “**Second Amended and Restated Forbearance Agreement**”).

- M. The Obligors and the Lenders entered into a third amended and restated forbearance agreement dated November 2, 2020 and effective as of September 30, 2020 to amend and restate the Second Amended and Restated Forbearance Agreement as provided therein (the “**Third Amended and Restated Forbearance Agreement**”).
- N. The Obligors and the Lenders entered into a fourth amended and restated forbearance agreement dated May 3, 2021 and effective as of March 31, 2021 to amend and restate the Third Amended and Restated Forbearance Agreement as provided therein (the “**Fourth Amended and Restated Forbearance Agreement**”).
- O. The Obligors and the Lenders entered into a fifth amended and restated forbearance agreement dated November 12, 2021 and effective as of October 31, 2021 to amend and restate the Fourth Amended and Restated Forbearance Agreement as provided therein (the “**Fifth Amended and Restated Forbearance Agreement**” and together with each of the Original Forbearance Agreement, the Amended and Restated Forbearance Agreement, the Second Amended and Restated Forbearance Agreement, the Third Amended and Restated Forbearance Agreement and the Fourth Amended and Restated Forbearance Agreement, the “**Prior Forbearance Agreements**”).
- P. The Obligors continue to be in default under the Loan Agreements and the Security, and under the Fifth Amended and Restated Forbearance Agreement, including but not limited to as follows:
 - (i) Pursuant to section 4.01 of the Fifth Amended and Restated Forbearance Agreement, the Borrowers were required to make a prepayment to the Lenders in an amount of no less than \$4,850,000 (the “**Fifth Forbearance Target Minimum Prepayment**”) on or before April 29, 2022 (the “**Fifth Forbearance Prepayment Date**”) to be applied by the Lenders ratably to the Herald Indebtedness and the SaltWire Indebtedness. Notwithstanding section 4.01 of the Fifth Amended and Restated Forbearance Agreement, the Borrowers failed to make the Fifth Forbearance Target Minimum Prepayment or any portion thereof on, before or after the Fifth Forbearance Prepayment Date.
 - (ii) Pursuant to the terms of those certain waivers and consent to postponement of payment between the Obligors and the Lenders dated June 13, 2022 and July 15, 2022 (the “**Payment Postponement Consents**”), the Lenders waived the requirement of the Borrowers to make their respective scheduled repayments of principal to the Lenders on June 15, 2022 and July 15, respectively, in accordance with Section 2.02 of the Fifth Amended and Restated Forbearance Agreement, which with respect to the Herald was in the amount of \$192,446.64 and with respect to SaltWire was in the amount of \$320,485.38 in each of June and July (the “**Required Principal Payments**”), on the condition that (among other things) the Required Principal Payments be added to the Fifth Forbearance Target Minimum Prepayment. Therefore the total Required Principal Payments as of the date of this Agreement to be added to the Fifth Forbearance Target Minimum Prepayment is \$1,025,864.04.
 - (iii) Pursuant to section 4.03 of the Fifth Amended and Restated Forbearance Agreement, the Borrowers were required to furnish to the Lenders annual audited consolidated financial statements of each of the Borrowers, each prepared in

accordance with generally accepted accounting principles applied on a consistent basis, as at the end of the applicable year and signed by two (2) officers of the applicable Borrower, in accordance with the schedule set out therein. In contravention of section 4.03 of the Fifth Amended and Restated Forbearance Agreement, the Borrowers have not furnished any financial statements to the Lenders.

- (iv) Pursuant to Section 4.09 of the Fifth Amended and Restated Forbearance Agreement, no Obligor is permitted to, directly or indirectly, make any payment to any director, officer or employee (i) for compensation for employment services, or (ii) by way of Corporate Distribution, in each case, in excess of (x) ██████████ in aggregate per calendar year to Mark Lever, (y) ██████████ in aggregate per calendar year to more than one other director, officer or employee of any Obligor other than Mark Lever, or (z) ██████████ in aggregate per calendar year to all directors and officers of the Obligors. In contravention of section 4.09 of the Fifth Amended and Restated Forbearance Agreement, payments for compensation for employment services and/or Corporate Distributions were made in 2021 to Mark Lever in the amount of ██████████ and to Sarah Dennis in the amount of ██████████.
- (v) Pursuant to Section 5.3 in each of the Loan Agreements, the Borrowers are required to maintain a Quick Ratio of 1:30:1, a Total Funded Debt to EBITDA Ratio of 6:00:1 and a Debt Service Coverage Ratio of 1.75:1. In contravention of Section 5.3 of each of the Loan Agreements, the a Quick Ratio was 0.73:1, the Total Funded Debt to EBITDA Ratio was 7.56:1 and the Debt Service Coverage Ratio was 0.96:1 for the fiscal quarter ended March 31, 2022.
- (vi) Pursuant to Section 5.1(i) in each of the Loan Agreements, each of the Borrowers and Guarantors are required to pay or cause to be paid all taxes, rates, government fees and dues levied, assessed or imposed upon them. In contravention of Section 5.1(i) of each of the Loan Agreements, the Borrowers have advised the Lenders that:
 - (A) the HST liabilities owed to Canada Revenue Agency, being Priority Liabilities, are as follows:
 - i. For the Herald, \$3,210,269.65 as of July 4, 2022, representing an increase from the balance of \$2,404,009.05 owed as of October 5, 2021; and
 - ii. For SaltWire, \$1,473,445.00 as of July 4, 2022, representing an increase from the balance of \$382,375.26 owed as of October 5, 2021; and
 - (B) the source deduction liabilities owed to Canada Revenue Agency, being Priority Liabilities, are as follows for each of the Herald and SaltWire as of July 20, 2022:

Herald		
19-Jul-22	RP0002	16,244.00
19-Jul-22	RP0001	107.22
19-Jul-22	RP0001	9,595.67
Total		<u>25,946.89</u>
Saltwire		
19-Jul-22	RP0003	743.19
19-Jul-22	RP0002	-
19-Jul-22	RP0001	-
Total		<u>743.19</u>

- Q. The Obligors have advised the Lenders that they are pursuing the following strategic initiatives and opportunities to strengthen the financial condition of the Borrowers (collectively, the **“Strategic Initiatives”**):
- (i) sale of the Sale Properties in accordance with Section 4.04 of this Agreement;
 - (ii) additional equity investments in the Borrowers in accordance with Section 4.05 of this Agreement,
 - (iii) sale of certain additional Property of the Obligors, including, without limitation, partial, divisional or segmented sales, such as the Newfoundland and Labrador operations of either or both of the Borrowers to Deacon Investments (or otherwise), each in accordance with Section 4.05 of this Agreement;
 - (iv) settlement or sale of the Transcon Litigation in accordance with Section 4.08 of this Agreement.
- R. The Obligors and the Lenders are entering into this Agreement to amend and restate the Fifth Amended and Restated Forbearance Agreement as provided herein.

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this Agreement, in addition to the terms otherwise defined herein, the following definitions apply:

“Bankruptcy Event” means, relating to any Obligor, that

- (a) it fails to pay or perform its obligations generally as they become due or admits its inability to pay its debts generally,
- (b) it is an insolvent person or commits or threatens to commit an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada),

- (c) a Bankruptcy Proceeding (excluding any Bankruptcy Proceeding instituted against the Obligor that it is contesting in good faith by appropriate proceedings so long as enforcement remains stayed, none of the relief sought is granted (either on an interim or permanent basis), and the Bankruptcy Proceeding is dismissed within 30 days of its commencement), or
- (d) it takes any action to authorize any of the actions set forth in this definition.

“Bankruptcy Proceeding” means, relating to any Obligor, the commencement of any proceeding or the taking of any step, whether voluntary or involuntary or whether instituted by or against that it, under the *Bankruptcy and Insolvency Act (Canada)*, the *Companies’ Creditors Arrangement Act (Canada)*, the *Winding-Up and Restructuring Act (Canada)*, or any other similar legislation of any jurisdiction seeking any of the following or resulting, by operation of law, in the bankruptcy of that Person:

- (a) any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, or other similar relief in respect of any or all of any Obligor’s obligations,
- (b) the winding up, liquidation, or dissolution of any Obligor or all or any part of its businesses, undertaking, properties, and assets,
- (c) any order declaring, finding, or adjudging any Obligor insolvent or bankrupt, or
- (d) the appointment (provisional, interim, or permanent) of any receiver, receiver and manager, trustee, monitor, custodian, liquidator, or other Person with similar powers.

“Business Day” means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.

“CSO” means David Boyd, or such other person acceptable to the Lenders in their sole discretion retained as a financial advisor and “chief strategy officer” of the Borrowers for the purposes set out in this Agreement.

“Default” means if

- (a) any Obligor defaults in the payment or performance of any obligation under this Agreement, or any of its Obligations,
- (b) any representation or warranty made by any Obligor in this Agreement, either of the Loan Agreements, the Security or in any certificate or other document at any time delivered to the Lenders pursuant thereto was incorrect or misleading in any material respect,
- (c) any Obligor denies its obligations under this Agreement, either of the Loan Agreements, or the Security, or claims that any of them is invalid in whole or in part,
- (d) any Milestone Date is not achieved,
- (e) (i) the CSO’s engagement is terminated or any terms of engagement relating to the CSO are materially changed without the Lenders’ prior written consent in

their sole discretion or (ii) the CSO reports to the Lenders at any time that the Obligors are not exercising good faith efforts to achieve closing or completion of any of the Strategic Initiatives or that any advice of the CSO or requirements of the Lenders are not being followed or pursued in good faith,

- (f) a Bankruptcy Event occurs relating to any Obligor, or
- (g) any Obligor takes any corporate or other action to authorize, or in furtherance of, any of the circumstances listed above.

“Forbearance Period” means the period from the execution and delivery by the Obligors of this Agreement and ending upon the earlier of

- (a) the close of business on December 15, 2022 unless extended by the Lenders in their sole and absolute discretion; and
- (b) the termination of such period by the Lenders in accordance with the terms of this Agreement.

“Governmental Authority” means (a) the government of Canada or any other nation, whether federal, provincial, state, municipal, local, or other government or public department, (b) any central bank, court, tribunal, arbitral body, regulatory body (including any stock exchange), commission (including any securities commission), board, bureau, agency, authority, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, any of the foregoing, and (c) any subdivision of any of the foregoing.

“Limited Guarantor” means an Obligor that is only required to have provided a Limited Recourse Guarantee and Pledge Agreement pursuant to the terms of the Loan Agreements or either of them.

“Notice” means any notice, request, direction, or other document that a party can or must make or give under this Agreement.

“Person” includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.

“Priority Liabilities” mean any and all HST liabilities, source deduction liabilities, or any other liabilities of each of the Obligors in each case that may rank in priority to the Security.

“Sixth Forbearance Minimum Prepayment” means the amount required to be prepaid on or before the expiry of the Forbearance Period by the Borrowers in accordance with Schedules C and D respectively, as such Schedules may be updated, amended or replaced from time to time by the Lenders (which, absent manifest error, shall govern at all times the outstanding amount of the Sixth Forbearance Minimum Prepayment).

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the Loan Agreements.

1.02 Currency

Unless specified otherwise, all dollar amounts expressed in this Agreement refer to Canadian currency.

1.03 Headings

The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

1.04 Internal references

References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement.

1.05 Number and gender

Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

1.06 Calculation of time

In this Agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Eastern Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. Eastern Time on the next Business Day.

1.07 Construction of terms

The parties have each participated in settling the terms of this Agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this Agreement.

1.08 Amendment, Restatement and Novation

This Agreement amends, restates, supersedes and replaces the Fifth Amended and Restated Forbearance Agreement in its entirety and is not a novation with respect to the Fifth Amended and Restated Forbearance Agreement.

ARTICLE 2 FORBEARANCE

2.01 Forbearance Period

Except as otherwise specifically provided in this Agreement, during the Forbearance Period the Lenders shall refrain from further enforcing their rights and remedies under the Loan Agreements and the Security. Following the Forbearance Period, the Lenders will have no obligations under this Agreement.

2.02 Repayment of Indebtedness

- (a) Notwithstanding Schedule "H" (Repayment Schedule) of the Herald Loan Agreement, notwithstanding any prepayment made towards the Sixth Forbearance Minimum Prepayment made as required pursuant to the terms of

section 4.01 hereof, and subject to the provisions of section 2.02(c) hereof, the Herald shall be required to make payments in respect of the Herald Indebtedness in accordance with the repayment schedule attached hereto as Schedule C (Herald Forbearance Repayment Schedule) from the date of this Agreement until December 15, 2022, at which time the full amount of the Herald Indebtedness shall be due and payable in immediately available funds.

- (b) Notwithstanding Schedule "H" (Repayment Schedule) of the SaltWire Loan Agreement, notwithstanding any prepayment made towards the Sixth Forbearance Minimum Prepayment made as required pursuant to the terms of section 4.01 hereof, and subject to the provisions of section 2.02(c) hereof, SaltWire shall be required to make payments in respect of the SaltWire Indebtedness in accordance with the repayment schedule attached hereto as Schedule D (SaltWire Forbearance Repayment Schedule) from the date of this Agreement until December 15, 2022, at which time the repayment schedule set out in Schedule "H" of the SaltWire Loan Agreement will resume unless Fund V, in its sole discretion, has otherwise agreed in writing to an alternative repayment schedule.
- (c) Each of the Obligors acknowledge and confirm that the repayment schedules set out in Schedules C and D of this Agreement represent payments in the amount of 50% of the monthly principal payment due by each Borrower pursuant to Schedule "H" of each of the Loan Agreements and that the Lenders have agreed to defer the remaining 50% of each monthly principal (only) payments due by each Borrower pursuant to Schedule "H" of each of the Loan Agreements solely upon the terms and conditions of this Agreement. Each of Schedules C and D of this Agreement shall reflect such amounts only so long as no Default has occurred that is continuing and has not been waived by the Lenders, and all deferred amounts shall be added to (and result in a dollar for dollar increase of) the Sixth Forbearance Minimum Prepayment and shall be subject at all times to the provisions of this Agreement relating thereto.

From time to time following payment being made by the Borrowers in accordance with subsections 2.02(a) and 2.02(b) above, or following payment being made by the Borrowers of any prepayment made towards the Sixth Forbearance Minimum Prepayment in accordance with section 4.01 below, and upon request by the Borrowers, the Lenders will provide a current accounting of the outstanding Obligations of the Borrowers taking into account any such payments as of the date of such accounting.

2.03 Calculation of Financial Covenants

During the Forbearance Period:

- (a) calculation of the financial covenants set out in sections 5.3(a) ("**Quick Ratio**"), 5.3(b) ("**Total Funded Debt to EBITDA Ratio**") and 5.3(c) ("**Debt Service Coverage Ratio**") of each of the Loan Agreements shall be suspended; and
- (b) the Borrowers' trailing twelve-month EBITDA, on a consolidated basis and calculated monthly, shall be not less than:
 - (i) \$3,120,000 as of June 30, 2022;

- (ii) \$3,400,000 as of July 31, 2022;
- (iii) \$3,400,000 as of August 31, 2022;
- (iv) \$3,500,000 as of September 30, 2022;
- (v) \$3,900,000 as of October 31, 2022;
- (vi) \$4,300,000 as of November 30, 2022;
- (vii) \$5,500,000 as of December 31, 2022 and each month thereafter through to May 31, 2023; and
- (viii) \$6,000,000 as of June 30, 2023.

ARTICLE 3 OBLIGORS' REPRESENTATIONS AND WARRANTIES

Each Obligor jointly and severally represents and warrants to the Lenders that each of the representations and warranties contained in Article 2.00 of each of the Loan Agreements are true and correct as of the date hereof. Each Obligor further jointly and severally represents and warrants to the Lenders as follows, acknowledging that the Lenders are relying on these representations and warranties:

3.01 Existence

If it is a corporation, it is a corporation incorporated and existing under the laws of the jurisdiction of its incorporation.

3.02 Power and capacity

If it is a corporation, it has the corporate power and capacity to carry on business, to own properties and assets, and to execute, deliver, and perform its obligations under this Agreement.

3.03 Authorization

If it is a corporation, it has taken all necessary corporate action to authorize its execution and delivery of, and the performance of its obligations under, this Agreement.

3.04 Execution and delivery

It has duly executed and delivered this Agreement.

3.05 Enforceability

This Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms.

3.06 No breach

The execution, delivery, and performance of its obligations under this Agreement do not and will not breach or result in a default under

- (a) if applicable, its memorandum of association, articles of association, by-laws, or any shareholders agreement to which it is a party,

- (b) any law to which it is subject,
- (c) any judgment, order, or decree of any court, agency, tribunal, arbitrator, or other authority to which it is subject, or
- (d) any agreement to which it is a party or by which it is bound.

3.07 No regulatory approvals required

It is not required to obtain any action, approval, authorization, consent, or order of, or make any filing, registration, qualification, or recording with, any Governmental Authority or any other Person in connection with the execution or delivery of, or the performance of its obligations under, this Agreement

3.08 Permits and other authorizations

It holds all necessary permits and other authorizations necessary to own, lease, and operate its properties and to conduct its business as it is now carried on.

3.09 Bankruptcy, etc.

No proceedings have been taken or authorized by it or, to its knowledge, by any other Person relating to its bankruptcy, insolvency, liquidation, dissolution, or winding up.

3.10 Books and records, etc.

It has disclosed to the Lenders all information relating to the Obligors and their respective businesses, assets, and financial condition to the date of this Agreement that may be relevant. All of the books and records of the Obligors provided as of the date of this Agreement are true and complete in all respects.

3.11 Priority Liabilities

Other than as disclosed to the Lenders pursuant to the terms of this Agreement, all Priority Liabilities of each of the Obligors are current and not in arrears.

3.12 No barrier to entering into this Agreement

It is not aware of any fact, event, circumstance, or condition relating to any other Obligor that may cause the Lenders not to enter into or accept any of the terms of this Agreement.

ARTICLE 4 OBLIGORS' COVENANTS

Until the payment and performance of all of the Obligations in full, each Obligor jointly and severally covenants with the Lenders to comply with each and every covenant contained in Article 5 of each of the Loan Agreements (each as amended) and as follows, acknowledging that the Lenders are relying on these covenants:

4.01 Sixth Forbearance Minimum Prepayment

- (a) Notwithstanding section 3.10 of each of the Loan Agreements, the Borrowers shall make a prepayment in an amount of no less than the Sixth Forbearance Minimum Prepayment on or before the expiry of the Forbearance Period, to be applied by the Lenders ratably to the Herald Indebtedness and the SaltWire

Indebtedness. For clarity, the Sixth Forbearance Minimum Prepayment may be paid in whole or in part prior to the expiry of the Forbearance Period (resulting in the Lenders providing in due course an updated version of each of Schedule C and D), but shall be paid in full on or before the expiry of the Forbearance Period. The Lenders shall waive any prepayment penalties applicable to the Sixth Forbearance Minimum Prepayment pursuant to section 3.10(b) of each of the Loan Agreements.

- (b) Interest shall accrue on all unpaid amounts of the Sixth Forbearance Minimum Prepayment the rate set out in Section 3.7 of each of the Loan Agreements plus 1.50%.

4.02 Strategic Initiatives

- (a) During the Forbearance Period, the Borrowers shall work, with the assistance of and advice of the CSO, to diligently pursue the Strategic Initiatives such that at least one or more of the Strategic Initiatives generating sufficient capital to pay the Sixth Forbearance Minimum Prepayment shall have been successfully closed effective on or before the expiry of the Forbearance Period.
- (b) On or before August 5, 2022, the Borrowers shall retain the CSO on terms (including but not limited to compensation structure) satisfactory to the Lenders in their sole discretion. The CSO's scope of engagement and primary initial responsibility shall include to assist and advise the Obligors on prudent and market steps and approach to take to achieve successful completion of the Strategic Initiatives prior to the expiry of the Forbearance Period with a continued mandate thereafter to assist with achieving a successful alternative financing to effect a full and final repayment and satisfaction of the Obligations prior to the respective Maturity Dates pursuant to the terms of each of the Loan Agreements (as amended) (the "**Refinancing**"). The Obligors shall make arrangements reasonably required to permit the Lenders' nominee to attend any meetings with the CSO, either in person, or at the Lenders' option, by telephone or other electronic means. The Obligors shall cause the CSO to deliver regular reports (oral and/or written on such intervals determined by the Lenders in their sole discretion) directly to the Lenders regarding progress on each of the Strategic Initiatives and any and all other duties being performed by the CSO. The Lenders shall be entitled to directly discuss with the CSO the progress on any of the Strategic Initiatives and any and all other duties being performed by the CSO. The Obligors shall also cause to be delivered to the Lenders all term sheets, commitment letters, letter of intents, exclusivity agreements or any other forms of offers or proposals in any way relating to any Strategic Initiative forthwith upon receipt by the applicable Obligor or Obligors.
- (c) To assist with the Borrowers' efforts to achieve successful closing of the Refinancing, SaltWire shall, as and when instructed by the Lenders in their sole discretion, retain an operational consultant (the "**OC**") on terms (including but not limited to compensation structure) satisfactory to the Lenders in their sole discretion. The OC's scope of engagement and primary initial responsibility shall include to assist with finding operational efficiencies within the business of the Obligors and increase the Borrowers' consolidated EBITDA, each to assist with achieving the Refinancing. The Obligors shall make arrangements reasonably

required to permit the Lenders' nominee to attend any meetings with the OC, either in person, or at the Lenders' option, by telephone or other electronic means. The Obligors shall cause the OC to deliver regular reports (oral and/or written on such intervals determined by the Lenders in their sole discretion) directly to the Lenders regarding progress on the Refinancing and any and all other duties being performed by the OC. The Lenders shall be entitled to directly discuss with the OC the progress on the Refinancing and any and all other duties being performed by the OC. The Obligors shall also cause to be delivered to the Lenders all term sheets, commitment letters, letter of intents, exclusivity agreements or any other forms of offers or proposals in any way relating to any potential Refinancing forthwith upon receipt by the applicable Obligor or Obligors.

4.03 Financial Reporting

- (a) The Borrowers shall furnish to the Lenders annual consolidated financial statements of each of the Borrowers, each prepared in accordance with generally accepted accounting principles applied on a consistent basis, as at the end of the applicable year and signed by two (2) officers of the applicable Borrower, in accordance with the following schedule and accountant/auditor review level requirements:

<u>APPLICABLE AUDITED CONSOLIDATED STATEMENTS</u>	<u>MINIMUM REQUIRED LEVEL OF REVIEW</u>	<u>DUE DATE</u>
Herald – year ended December 31, 2020	Review engagement	September 30, 2022
Herald - year ended December 31, 2021 and Pension Audit	Audited	October 31, 2022
Herald - year ended December 31, 2022	Audited	April 30, 2023
SaltWire - year ended December 31, 2018	Review engagement	September 30, 2022
SaltWire - year ended December 31, 2019	Review engagement	September 30, 2022
SaltWire - year ended December 31, 2020	Review engagement	September 30, 2022
SaltWire - year ended December 31, 2021	Audited (which may include a reasonable scope qualification)	December 31, 2022
SaltWire - year ended December 31, 2022	Audited	April 30, 2023

For certainty, other than as specifically set out above, at all times beginning on April 30, 2023, the Borrowers shall deliver audited financial statements in accordance with their obligations and covenants pursuant to the provisions of each of the Loan Agreements.

- (b) The Borrowers shall furnish the Lenders with any and all communications received by any Obligor from the Canada Revenue Agency, including, but not limited, to all quarterly statements of accounts, notices of assessment, etc.

4.04 Real Property Sales

- (a) Notwithstanding section 5.2 (a) of each of the Loan Agreements, the Obligors, shall continue to engage a real estate brokerage acceptable to the Lenders and the CSO pursuant to a listing agreement (the “**Agent**”), to list certain Real Property acceptable to the Lenders, in their sole discretion, for sale including, without limitation, the Real Property listed in Schedule E attached hereto (which may be updated by the Lenders from time to time in their sole discretion) (each a “**Sale Property**” and collectively, the “**Sale Properties**”). For certainty, the Lenders may, in their sole discretion, at any time require that each of the Borrowers list for sale any Real Property that is not already a Sale Property by providing the applicable Borrower with written Notice of such requirement (“**Sale Requirement Notice**”). Upon receipt of a Sale Requirement Notice, each Borrower covenants and agrees to list the Real Property specified therein for sale promptly, at a minimum sale price satisfactory to the Lenders, in their sole discretion, and otherwise in accordance with the terms and conditions of this Agreement. The Agent shall be provided irrevocable authorization and direction to:

- (i) immediately provide copies of all offers to purchase the Sale Properties received by the Agent to the Lenders;
- (ii) freely communicate with the Lenders (without any restriction) and provide full disclosure of all aspects of the marketing process to the Lenders in a complete and timely manner; and
- (iii) direct that the net proceeds from any sale of Real Property be paid to either Lender,

provided that, no sale of a Sale Property may be effected without the prior written consent of the Lenders in their sole discretion and the Lenders may, in their sole discretion if they have approved the terms and conditions of a sale of a Sale Property, direct net proceeds of any such sale to be (x) applied to reduce the SaltWire Indebtedness, (y) applied to reduce the Herald Indebtedness, or (z) applied as they otherwise see fit.

- (b) The sale of the Sale Property located at 36 Austin Street, St. John's, NFLD (“**Austin Street**”), shall be concluded on or before October 31, 2022 (the “**NL Milestone Date**”) provided that if the Borrowers fail to achieve such NL Milestone Date, are using best efforts to diligently pursue such sale, and, with the assistance and advice of the CSO, furnish the Lenders with a satisfactory plan (which may include a substitute sale property), the Lenders may in their sole and absolute discretion, extend such NL Milestone Date.

- (c) The sale of the Sale Properties located at each of 255 George Street, Sydney, NS and 311 Bluewater Road, Bedford, NS shall be concluded on or before December 31, 2022 (the “**NS Milestone Date**” and together with the NL Milestone Date, collectively, the “**Milestone Dates**” and individually a “**Milestone Date**”) provided that if the Borrowers fail to achieve such NS Milestone Date, are using best efforts to diligently pursue the applicable sale, and, with the assistance and advice of the CSO, furnish the Lenders with a satisfactory plan (which may include a substitute sale property), the Lenders may in their sole and absolute discretion, extend such NS Milestone Date
- (d) No less than monthly and at any more frequent time as requested by the Lenders, the Obligors shall provide to the Lenders a reporting of the status of the sales and marketing of each of the Sale Properties.

4.05 Sales and Financing Offers

- (a) The Obligors shall act in good faith, with the assistance and advice of the CSO, to obtain *bona fide* offers and proposals in respect of (i) additional equity investments in the Borrowers, and (ii) the sale of any Property of the Obligors, including, without limitation, partial, divisional or segmented sales (each an “**Offer**” and collectively, the “**Offers**”). The Obligors shall immediately provide copies of all Offers received by the Obligors to the Lenders and the CSO, including, without limitation, any term sheet, commitment letter, letter of intent, exclusivity agreement or any other form of offer or proposal as to the financing of the Obligors or the sale of any Property of the Obligors. The Lenders’ prior written consent, which shall not be unreasonably withheld shall also be required prior to (y) any Obligor accepting, responding to or finalizing any Offer, and (z) the entering into by the applicable Obligor of the agreements, instruments and transactions required to consummate such Offer (collectively, the “**Consummating Transactions**”). By execution of this Agreement, the Obligors hereby provide the Lenders with irrevocable authorization and direction to direct all net proceeds from any Offer and the corresponding Consummating Transactions as they see fit.
- (b) Without limiting the generality of the provisions of section 4.05(a) above, prior to accepting any Offer or otherwise committing in any way to effect or consummate any Consummating Transaction, the Borrowers shall deliver to the Lenders an analysis of the projected impact on the EBITDA and ongoing business of the applicable Obligor of any proposed sale to be effected by any Consummating Transaction. Such analysis shall be acceptable in form and substance to the Lenders in their sole and reasonable discretion prior to the applicable Obligor accepting any Offer or otherwise committing in any way to effect or consummate the applicable Consummating Transaction.

4.06 PIK Interest

Notwithstanding section 3.7 of each of the Loan Agreements and the default by the Borrowers under each of the Loan Agreements:

- (a) PIK Interest accrued prior to the date of this Agreement pursuant to the terms of any of the Prior Forbearance Agreements is acknowledged and confirmed by the Obligors to constitute a part of the outstanding principal amount of the Herald

Indebtedness and SaltWire Indebtedness, as applicable, for all purposes (except that interest shall not accrue on such portion thereof comprised of PIK Interest); and

- (b) Commencing on July 20, 2022, PIK Interest shall accrue on the Herald Indebtedness and SaltWire Indebtedness and be payable by each Borrower, as applicable, in cash on the fifteenth (15th) day of each and every month during the Forbearance Period.

4.07 Access to Meetings

The Obligors shall provide access to any person designated by the Lenders to attend, as an observer, board, leadership and strategic meetings of the officers or directors of each of the Obligors (the “**Leadership Meetings**”). Each Obligor shall deliver to the Lenders all notices consents, minutes, documents and other information and materials that each Obligor sends to the officers or directors of the Obligors in connection with the Leadership Meetings at the same time as such items are delivered to the officers or directors of the applicable Obligor. The Obligors shall make arrangements reasonably required to permit the Lenders’ nominee to be present, or observe Leadership Meetings in person, or at the Lenders’ option, by telephone or other electronic means. The Lenders’ nominee shall be permitted to take notes at any Leadership Meeting.

4.08 Transcontinental Damages

- (a) With the assistance and advice of the CSO, SaltWire shall make good faith efforts to settle the claim brought by SaltWire against Transcontinental Nova Scotia Media Inc. (“**Transcon**”) in the Nova Scotia Supreme Court for breach by Transcon of (x) the purchase agreement between SaltWire and Transcon dated April 12, 2017 (the “**Transcon Purchase Agreement**”), and (y) the VTB promissory note issued by SaltWire to Transcon in connection with the Transcon Purchase Agreement (the “**Transcon Litigation**”).
- (b) With the assistance and advice of the CSO, SaltWire shall act in good faith to obtain *bona fide* offers and proposals in respect of a sale of the Transcon Litigation on terms and conditions satisfactory to the Lenders in their sole discretion. SaltWire shall immediately provide copies of all proposals received by SaltWire to the Lenders and the CSO, including, without limitation, any term sheet, commitment letter, letter of intent, exclusivity agreement or any other form of offer or proposal as to the sale of the Transcon Litigation (each a “**Purchase Offer**”). The Lenders’ prior written consent shall be required prior to (y) Saltwire accepting, responding to or finalizing any Purchase Offer, and (z) the entering into by SaltWire of the agreements, instruments and transactions required to consummate such Purchase Offer.
- (c) SaltWire, with the assistance of the CSO, shall provide the Lenders (i) a status update on the last Business Day of each calendar month, and (ii) a copy (if written) or a reporting (if oral) of any and all communications sent, received or otherwise occurring in relation to the Transcon Litigation, including but not limited to any and all Purchase Offers and any and all formal settlement offers (each a “**Settlement Offer**”) promptly upon receipt or occurrence thereof. With respect to any and all Purchase Offers and Settlement Offers, the Obligors acknowledge, covenant and agree to and in favour of the Lenders as follows:

- (i) The Lender's prior written consent, which shall not be unreasonably withheld, shall be required prior to SaltWire (or any other Obligor or agent or representative on behalf of any of the Obligors) accepting, responding to or finalizing any Purchase Offer or Settlement Offer; and
- (ii) By execution of this Agreement, SaltWire (or any other Obligor or agent or representative on behalf of any of the Obligors) hereby provides the Lender with irrevocable authorization and direction to direct all net proceeds from any Purchase Offer or Settlement Offer as they see fit.

4.09 Management Compensation and Reporting

- (a) Notwithstanding section 5.2 (e) of each of the Loan Agreements, during the Forbearance Period no Obligor shall, directly or indirectly, make any payment to any director, officer, equity holder or employee: (i) for compensation for employment services; or (ii) by way of Corporate Distribution (together, "**Compensation**"); in each case, in excess of (x) ██████ in aggregate per calendar year to Mark Lever, (y) ██████ in aggregate per calendar year to more than one other director, officer, equity holder or employee of any Obligor other than Mark Lever, or (z) ██████ in aggregate per calendar year to all directors, officers and equity holders of the Obligors. For certainty, no other director, officer, equity holder or employee other than as referenced in (x) and (y) above shall, directly or indirectly, receive Compensation or other payment(s) from the Obligors, in the aggregate, in excess of ██████ per calendar year during the Forbearance Period.
- (b) Notwithstanding section 4.09(a) above, ██████ of all direct and indirect Compensation allocated to be paid to Mark Lever, Sarah Dennis and any person Controlled by them commencing on August 1, 2022 for the duration of the Forbearance Period shall be deferred and held by the applicable Obligor from which such Compensation was earned or declared (the "**Deferred Compensation**"); *provided however*, upon payment in full of the Sixth Forbearance Minimum Prepayment, and only during all times the Sixth Forbearance Minimum Prepayment remains paid in full, as confirmed by the Lenders in their sole discretion, ██████ of the Deferred Compensation (which, for clarity shall be ██████ of the Compensation to be paid during such month) may be paid.
- (c) The Borrowers shall deliver to the Lenders on or before February 28, 2023, (i) certified copies of the T4s filed with Canada Revenue Agency for the 2022 calendar year for all directors and officers of each Obligor and (ii) a certificate executed by an officer or director of each of the Obligors certifying (x) any and all direct or indirect payments made to any officer, director, employee or equity holder of any Obligor and (y) compliance by all Obligors with the provisions of Section 4.09(a) of this Agreement.
- (d) The Borrowers shall deliver to the Lenders within 30 calendar days of each fiscal quarter end of the Obligors, certified copies of the quarterly year to date payroll and corporate records of each Obligor showing all direct and indirect Compensation and any and all other forms of compensation or payments to made to any and all directors, officers, equity holders and employees of each

Obligor, including, for certainty, Mark Lever and Sarah Dennis and any person Controlled by them.

- (e) Any reference in this Agreement to any employee, officer, director or equity holder of any Obligor shall also mean any person related to any such employee, officer, director or equity holder of any Obligor.

4.10 Payment of all amounts when due

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid to the Lenders when due any and all amounts required by this Agreement, the Loan Agreements, or the Security.

4.11 Transparency

Each Obligor shall, at all times, keep the Lenders fully informed and advised of any and all communications and discussions with potential investors in, or purchasers of assets in, its business or assets, including, without limitation, with respect to each of the Strategic Initiatives and the Refinancing.

4.12 Insurance

Each Obligor shall maintain in good standing all of its insurance policies as reasonably required by the Lenders under the Loan Agreements and the Security from time to time.

4.13 Inspections

Each Obligor shall:

- (a) permit the Lenders and their representatives at any time to inspect, and make copies and summaries of, its books of account, records, and documents, make any enquiries to verify any entries in its books of account, records, and documents; and
- (b) provide the Lenders with all reports that the Lenders may reasonably require (including reports on all relevant sales, purchases, receipts, deposits, payments, contracts, or agreements), and assist the Lenders with the preparation of any reports that the Lenders are required to make.

4.14 No transfer of assets

No Obligor shall transfer any asset to any Person except or specifically contemplated and permitted in accordance with the terms hereof. This covenant shall only apply to any Limited Guarantor in regards to the securities pledged in favour of the Lenders by such Limited Guarantor pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.15 No unauthorized payments

Except as specifically contemplated and permitted pursuant to the terms hereof, each Obligor (other than a Limited Guarantor) shall refrain from (i) declaring any dividends, (ii) making any capital expenditures, or (iii) selling, transferring, releasing, settling, assigning, or moving any of its property or assets. Each Obligor (other than a Limited Guarantor) shall also refrain from (x) making any purchases or payments outside the ordinary course of business, (y) incurring any

expenses or liabilities outside the ordinary course of business, or (z) granting any bonuses or salary increases to employees outside of the ordinary course of business in accordance with past practice of the Obligors (and in any event only in compliance with all applicable covenants under the Loan Agreements and the Security); *provided that* no bonuses, salary increases or other forms of compensation may be granted to any directors, officers or equity holders of any Obligor without the prior written consent of the Lenders in their sole discretion. Each Limited Guarantor shall refrain from selling, transferring, releasing, settling or assigning any of the securities pledged in favour of either of the Lenders pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.16 No material changes

No Obligor shall change its name, its jurisdiction of incorporation or location of chief executive office or its fiscal year or effect a material change in the nature and character of its business.

4.17 No loans, etc.

No Obligor shall make or provide the benefit of any loan, facility, guarantee, letter of credit, advance, or other financing or amount provided by either of the Lenders to or on behalf of any Obligor, whether before, on, or after the date of this Agreement, in favour of any Person.

4.18 No merger

- (a) No Obligor shall consolidate, amalgamate, or merge with any other Person.
- (b) No Obligor (other than a Limited Guarantor) shall:
 - (i) acquire the shares of any Person outside of the ordinary course of its business, or
 - (ii) invest in, lend money to, guarantee, provide any financial assistance, or assume the indebtedness of any Person otherwise than by way of credit or advances in the ordinary course of their business in respect of goods or services required or provided by them.

4.19 No change to share capital

No Obligor (other than a Limited Guarantor) shall:

- (a) increase, reduce, change, classify or reclassify its authorized or issued capital or, except as specifically contemplated and permitted pursuant to the terms of this Agreement, issue any additional shares thereof; or
- (b) purchase, redeem, acquire or retire any of its shares.

4.20 Priority Liabilities

Each Obligor shall, at all times, keep the Lenders fully informed and advised of the status of any outstanding Priority Liabilities.

4.21 Forbearance Fee

The Borrowers shall pay to the Lenders for their ratable benefit a forbearance fee in the amount of \$25,000, which shall be fully earned upon execution of this Agreement and payable on or prior to August 15, 2022.

4.22 Herald Indebtedness Maturity Extension Fee

As a condition precedent to the effectiveness of this Agreement, the Halifax Herald shall pay to Fund III a maturity extension fee in the amount of \$36,750, being equal to 30 bps of the aggregate outstanding amount of the Herald Indebtedness on or prior to July 19, 2022.

ARTICLE 5 OBLIGORS' ACKNOWLEDGEMENTS

Each Obligor acknowledges, confirms and agrees to the Lenders as follows:

5.01 Borrowers in default

Each of the Obligors acknowledge that each of the Borrowers is in default (and therefore, by implication, all of the Obligors are in default) under each of the Loan Agreements and the Security. The Lenders are entitled to exercise all of their rights and remedies under each of the Loan Agreements and the Security.

5.02 Security valid and enforceable

The Security is fully valid and enforceable by the Lenders against each party to the Security in accordance with its terms.

5.03 Lenders' reasonable notice

The Lenders have provided reasonable notice to each of the Obligors in respect of the exercise of their rights and remedies under each of the Loan Agreements and the Security.

5.04 Lenders' Demand and NITES and Obligors' consents

- (a) Each of the Obligors acknowledges and accepts receipt from each of the Lenders of demand for repayment of the Obligations (the "**Demand Letters**") along with notice of intention to enforce security issued in accordance with section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), a copy of which is attached at Schedule F hereto (the "**NITES**"). Each of the Obligors hereby (i) waives its right to the ten (10) day notice period under section 244(2) of the *Bankruptcy and Insolvency Act* (Canada) and consents to immediate enforcement of the Security by the Lenders and (ii) acknowledges and agrees that, subject to section 2.01 above, the Lenders are entitled to immediately enforce on the Security.
- (b) Each of the Obligors acknowledge and agree that the Demand Letters and NITES were validly delivered by the Lenders and shall remain in full force and effect throughout the Forbearance Period and that the Lenders have not, and will not be deemed to have waived, varied, altered or withdrawn same by virtue of entering into this Agreement or otherwise. Each of the Obligors further acknowledges, consents, and confirms that the Lenders may continue to rely on the Demand Letters and NITES and the Lenders shall be entitled to act on same in respect of all of the Obligations and all of the Security without the need to

issue any further, refreshed or new demand or notice of intention to enforce security.

5.05 Waiver of claims

To the extent permitted by law, each Obligor waives any defences and claims against each of the Lenders in connection with the exercise of their rights and remedies under this Agreement, the Loan Agreements, or the Security.

5.06 Compliance with Loan Agreement and Security

Subject to the terms of this Agreement, each Obligor has fully complied with, and shall in the future continue to fully comply with, all of the covenants contained in Article 5 of the Loan Agreements and all other obligations, covenants and conditions set out in the Loan Agreements and the Security (except as otherwise provided in this Agreement), including, without limitation, the quarterly reporting covenants set out at Section 5.1(e)(ii) and Section 5.1(e)(iii) of the Loan Agreements and the requirement that the Borrowers provide the Lenders, within fifteen (15) calendar days after the end of each month, with unaudited financial statements of Brace Holdings Limited (on a fully combined basis), prepared in accordance with generally accepted accounting principles applied on a consistent basis.

ARTICLE 6

TERMINATION OF FORBEARANCE PERIOD AND CONSENT TO RECEIVERSHIP

6.01 Termination

Upon the occurrence of any Default at any time during the Forbearance Period or upon the expiry of the Forbearance Period, unless the Obligors have cured all defaults under each of the Loan Agreements to the Lenders' satisfaction, in their sole discretion:

- (a) all of the Obligations, including all of the Indebtedness and all other amounts payable under this Agreement and any amounts incurred or arising in connection with the Loan Agreements and the Security, will become immediately due and payable without Notice;
- (b) the Lenders may immediately exercise any rights or remedies available to them under the Loan Agreements and the Security, and each Obligor shall
 - (i) perform and make payment in full of all of their respective Obligations that remain outstanding at that time (including all the Indebtedness, together with accrued and accruing interest and related costs and expenses) without any further Notice, or
 - (ii) consent to the Lenders' immediate enforcement of all of the Security to which it is a party (including the appointment of a trustee in bankruptcy, the appointment of an agent, a receiver, a manager, or a receiver and manager, as the Lenders may see fit in their sole absolute discretion without any further Notice).

6.02 Consent to Appointment of a Receiver

- (a) Without limiting the generality of section 6.01 above, each of the Obligors agrees it will not oppose, and hereby consents to, any application by the Lenders, or

either of them, following the termination or expiry of the Forbearance Period seeking the appointment of a receiver or receiver-manager (a “**Receiver**”) over all or any part of the Collateral. Each of the Obligors agrees to fully cooperate with and assist the Lenders in the Lenders’ enforcement of their rights and remedies and consents to any party that the Lenders may seek to appoint in their sole discretion being appointed as Receiver and that the Lenders may rely upon this consent to the appointment of a Receiver and same can be pleaded in any application to appoint a Receiver, as the Lenders may initiate.

- (b) Each of the Obligors acknowledges and confirms that the Lenders shall be unaffected in all respects by any attempt by them, or any of them, to seek protection from creditors, whether pursuant to the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada) or any other legislation allowing a debtor to seek creditor protection. The Lenders shall be allowed to rely upon the provisions hereof as evidence that any stay imposed on the Lenders shall be lifted and the Lenders can plead the provisions hereof as evidence of such consent.

ARTICLE 7 RIGHTS AND REMEDIES

7.01 Indemnity

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid, and shall indemnify each of the Lenders against, all reasonable costs incurred relating to:

- (a) any financing statements, financing change statements and notices of security interest filed relating to the Loan Agreements, the exercising of any or all of the Lenders’ rights or remedies under this Agreement, the Loan Agreements, or the Security, the taking, recovering or possessing of any or all of the assets of the Obligors, and of any other proceedings taken for the purpose of enforcing the remedies provided in this Agreement, the Loan Agreements, or the Security or by reason of non-payment of the Obligations, including the appointment of an agent, a receiver, a manager, or a receiver and manager (whether by court order or private appointment), and
- (b) all other reasonable fees included in the Obligations, as they accrue, with interest at an annual rate equal to the highest rate borne by any of the Obligations, payable on demand.

7.02 Survival

Article 3 (Obligors’ Representations and Warranties) and Article 4 (Obligors’ Covenants) and sections 7.01 (Indemnity), 9.09 (Governing law) and 9.10 (Submission to jurisdiction) survive the termination of this Agreement.

7.03 Remedies cumulative

The rights, remedies, and powers provided in this Agreement, either of the Loan Agreements, or the Security to a party are cumulative and in addition to, and are not exclusive of or in substitution for, any rights, remedies, and powers otherwise available to that party.

7.04 Non-merger

The rights, obligations, and representations and warranties under this Agreement, the Loan Agreements, or the Security will not merge upon the taking of a judgment or judgments relating to any of the Obligations.

7.05 Severability

The invalidity or unenforceability of any particular term of this Agreement will not affect or limit the validity or enforceability of the remaining terms.

7.06 Waiver

No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement, the Loan Agreements, or the Security is effective unless it is in writing and signed by the party granting the waiver. No waiver will extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived. No waiver will affect the exercise of any other rights or remedies under this Agreement, the Loan Agreements, or the Security. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

ARTICLE 8 RELEASE

8.01 Release

The Obligors jointly and severally release and discharge the Lenders and their respective directors, officers, employees, and agents, from and against all claims and demands that they may have against either of the Lenders arising up to the date of this Agreement out of any action or omission of either of the Lenders or for any other reason.

ARTICLE 9 HERALD LOAN AGREEMENT MATURITY DATE EXTENSION

9.01 New Herald Maturity Date

Subject to the terms and conditions of this Agreement in all respects, the parties agree that the "Maturity Date" as defined under the Herald Loan Agreement shall be extended until the New Herald Maturity Date.

ARTICLE 10 GENERAL PROVISIONS

10.01 Entire agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter. This Agreement supersedes any previous agreements and discussions between the parties. There are no representations, covenants, or other terms other than those set forth in this Agreement.

10.02 Further assurances

Each party, upon receipt of Notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

10.03 Amendment

This Agreement may only be amended by a written document signed by each of the parties.

10.04 Conflict of terms

If there is any inconsistency between the terms of this Agreement and the terms of either of the Loan Agreements or the Security, the terms of this Agreement will prevail, provided that, to the extent that either this Agreement or the Loan Agreements or the Security are silent on a particular matter, the Loan Agreement, the Security, or this Agreement, as the case may be, will govern relating to that matter. The parties shall take any necessary steps to conform the inconsistent terms to the terms of this Agreement. For greater certainty, nothing herein affects or expands the limited recourse obligations of any Limited Guarantor as set out in the Limited Recourse Guarantee and Pledge Agreement granted by such Limited Guarantor.

10.05 Binding effect

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

10.06 Assignment

This Agreement may not be assigned by any Obligor without the Lenders' prior written consent. The Lenders may assign this Agreement and may transfer the Security to any Person without any of the Obligors' prior written consent.

10.07 Notice

To be effective, a Notice must be in writing and delivered in accordance with Article 9.00 of the Loan Agreements.

10.08 Powers of Attorney

Each Obligor (subject to the limitations set forth in section 9.04) hereby constitutes and appoints each of the Lenders or either of them, with full power of substitution, as its attorney and agent, with full power and authority, in its name, place and stead, to make, execute, acknowledge, and deliver all documents necessary under this Agreement, the Loan Agreements, or the Security, to commence, continue, or defend any proceedings authorized to be taken under this Agreement the Loan Agreements, or the Security, and to generally to use the name of each Obligor in the exercise of all or any of the powers conferred on the Lenders in this Agreement, the Loan Agreements, or the Security. This power of attorney is irrevocable and is a power coupled with an interest and is granted to secure the performance by each Obligor of its obligations under this Agreement, the Loan Agreements, or the Security. Each Obligor will be bound by any representations made by its attorney acting in good faith and without negligence under that power of attorney (provided that such representations have been made by it in this Agreement or otherwise in writing by it to its attorney), and each Obligor ratifies and hereby

waives all defences that may be available to contest, negate, or disaffirm, all actions of its attorney taken in good faith and without negligence under this power of attorney.

10.09 Governing law

The laws of Nova Scotia and the laws of Canada applicable in Nova Scotia, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.

10.10 Submission to jurisdiction

The parties irrevocably attorn to the jurisdiction of the courts of Nova Scotia, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

10.11 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Agreement.

10.12 Effective date

This Agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

10.13 Receipt of copy

Each Obligor acknowledges having received a signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first written above.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: _____
Name: Russell French
ASO

Per: _____
Name: Brian Ko
ASO

THE HALIFAX HERALD LIMITED

Per: _____
Name:
Title:

G.W.D. INVESTMENTS LIMITED

Per: _____
Name:
Title:

HEADLINE PROMOTIONAL PRODUCTS LIMITED

Per: _____
Name:
Title:

SARAH A. DENNIS FAMILY TRUST (2009)

Per: _____
Name:
Title: Trustee

WITNESS: _____
Name:

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: _____
Name: Russell French
ASO

Per: _____
Name: Brian Ko
ASO

SALTWIRE NETWORK INC.

Per: _____
Name:
Title:

BRACE CAPITAL LIMITED

Per: _____
Name:
Title:

BRACE HOLDINGS LIMITED

Per: _____
Name:
Title:

**THE MARK LEVER FAMILY TRUST
(2017)**

Per: _____
Name:
Title: Trustee

SARAH A. DENNIS

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first written above.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: _____
Name: _____
ASO

Per: _____
Name: _____
ASO

Per: _____
Name: _____
ASO

Per: _____
Name: _____
ASO

THE HALIFAX HERALD LIMITED


SALTWIRE NETWORK INC,

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

Per: 
Name: MARK LEVER
Title: PRES + CEO

G.W.D. INVESTMENTS LIMITED


BRACE CAPITAL LIMITED

Per: 
Name: SARAH DENNIS
Title: _____

Per: 
Name: MARK LEVER
Title: PRES + CEO

HEADLINE PROMOTIONAL PRODUCTS LIMITED

BRACE HOLDINGS LIMITED

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

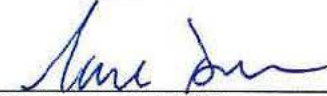
SARAH A. DENNIS FAMILY TRUST (2009)

THE MARK LEVER FAMILY TRUST (2017)

Per: 
Name: SARAH DENNIS
Title: Trustee

Per: 
Name: MARK LEVER
Title: Trustee

WITNESS: 
Name: Imv Scott


Name: SARAH A. DENNIS

**SCHEDULE A
HERALD LOAN & SECURITY DOCUMENTS**

1. The Herald Loan Agreement, as amended;
2. Collateral mortgage between Herald and Fund III dated July 18, 2012, as amended pursuant to a mortgage amending agreement dated April 6, 2022, over the following owned property of Herald:

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

3. General Security Agreement between Herald and Fund III dated July 19, 2012;
4. Trademark security agreement between Herald and Fund III dated July 19, 2012;
5. Trademark security agreement between Brace Capital and Fund III dated July 19, 2012;
6. Guarantee/Pledge agreement between GWD and Fund III dated July 19, 2012, as amended;
7. Guarantee agreement between Brace Capital and Fund III dated July 19, 2012;
8. Guarantee/Pledge agreement between Dennis and Fund III dated July 19, 2012, as amended;
9. Guarantee/Pledge by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
10. General Security Agreement between SaltWire and Fund III dated April 12, 2017;
11. Guarantee agreement between SaltWire and Fund III dated April 12, 2017;
12. Guarantee/Pledge agreement between Dennis Trust and Fund III dated April 12, 2017;
13. Guarantee/Pledge agreement between Lever Trust and Fund III dated April 12, 2017;
14. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated April 12, 2017;
15. Amended and restated guarantee/pledge agreement between Dennis and Fund III dated April 12, 2017;
16. General Security Agreement between Headline and Fund III dated January 1, 2018;
17. Trademark security agreement between Headline and Fund III dated January 1, 2018;
18. Guarantee between Headline and Fund III dated January 1, 2018; and
19. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated January 1, 2018.

SCHEDULE B

SALTWIRE LOAN & SECURITY DOCUMENTS

1. The SaltWire Loan Agreement, as amended;
2. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
3. General Security Agreement between Herald and Fund V dated April 12, 2017;
4. General Security Agreement between Brace Capital and Fund V dated April 12, 2017;
5. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
6. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
7. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;
8. Guarantee by Herald in favour of Fund V dated April 12, 2017;
9. Guarantee by Brace Capital in favour of Fund V dated April 12, 2017;
10. Guarantee/Pledge by Dennis dated April 12, 2017;
11. Guarantee/Pledge by Dennis Trust dated April 12, 2017;
12. Guarantee/Pledge by Lever Trust dated April 12, 2017;
13. Guarantee/Pledge by GWD dated April 12, 2017;
14. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
15. Collateral Mortgage over the following owned real property of SaltWire:

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

16. Guarantee by Headline in dated January 1, 2018;
17. General Security Agreement between Headline and Fund V dated January 1, 2018;
18. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
and
19. Amended and Restated guarantee/pledge by Brace Holdings in favour of Fund V.

SCHEDULE C HERALD FORBEARANCE REPAYMENT SCHEDULE

Halifax Herald Limited

Account Number: IPD31213

Principal Amount:	\$18,000,000.00	Valuation Date:	17-Jul-12
Interest Rate:	6.000%	# of Payments:	120
Blended Payment	5236,545.74	Amortization:	96
PIK	0.500%	Premium Rate	1.50%
New Interest (Jul 20, 2022)	6.500%	Start Date	20-Jul-22
New Blended Payment	\$ 240,952.19	PIK as of Jul 15, 2022	150,592.22

Original Loan					Prepayment Amount			Total Monthly Payment				
Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	Prepayment Balance	Principal Deferral	Additional Interest	Regular Interest	PIK Interest	Principal	Total Payment
			(a)	(b)				(c)	(a) + (c)	(d)	(b)	(a) + (b) + (c) + (d)
118	15-May-22	236,715.28	45,226.09	191,489.19	8,819,820.00	1,229,284.56	-	-	45,226.09	-	191,489.19	236,715.28
119	15-Jun-22	44,991.59	44,991.59	-	8,819,820.00	1,229,284.56	192,446.64	-	44,991.59	-	-	44,991.59
120	15-Jul-22	45,277.87	45,277.87	-	8,819,820.00	1,421,731.20	190,089.10	-	45,277.87	-	-	45,277.87
121	15-Aug-22	144,821.22	48,690.24	96,130.98	8,723,689.03	1,611,820.30	96,130.98	1,722.22	50,412.46	-	96,130.98	146,543.43
122	15-Sep-22	144,821.22	48,159.54	96,661.68	8,627,027.36	1,707,951.28	96,130.98	2,175.88	50,335.42	-	96,661.68	146,997.10
123	15-Oct-22	144,821.22	46,089.60	98,731.62	8,528,295.75	1,804,082.25	96,130.98	2,224.21	48,313.81	-	98,731.62	147,045.43
125	15-Nov-22	144,821.22	47,080.87	97,740.35	8,430,555.41	1,900,213.23	96,130.98	2,420.82	49,501.69	-	97,740.35	147,242.03
124	15-Dec-22	8,475,595.36	45,039.95	8,430,555.41	-	1,996,344.20	-	5,004.53	50,044.48	150,592.22	8,430,555.41	8,631,192.11

SCHEDULE D SALTWIRE FORBEARANCE REPAYMENT SCHEDULE

Saltwire Network Inc.			
Account Number:	IPD51716		
Principal Amount:	\$31,000,000.00	Valuation Date:	10-Apr-17
Interest Rate:	6.000%	# of Payments:	96
Blended payment	\$452,865.19	Amortization:	84
PIK	0.500%	Premium Rate	1.50%
New Interest	6.500%	Start Date	20-Jul-22
New Blended Payment	\$460,332.53	PIK as of July 15, 2022:	438,180.36
Reduced Blended Payment	\$301,872.00		

Original Loan					Prepayment Amount			Total Monthly Payment				
Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	Prepayment Balance	Principal Deferral	Additional Interest	Regular Interest	PIK Interest	Principal	Total Payment
		(a)	(b)			(c)			(a) + (c)	(d)	(b)	(a) + (b) + (c) + (d)
61	15-May-22	453,607.45	130,445.43	323,162.02	25,977,759.30	3,620,715.44	-		130,445.43	-	323,162.02	453,607.45
62	15-Jun-22	134,661.36	134,661.36	0.00	25,977,759.30	3,620,715.44	320,485.38		134,661.36	-	-	134,661.36
63	15-Jul-22	131,829.41	131,829.41	0.00	25,977,759.30	3,941,200.82	317,315.87		131,829.41	-	-	131,829.41
64	15-Aug-22	301,872.00	143,411.47	158,460.53	25,819,298.77	4,258,516.69	158,460.53	4,550.20	147,961.67	-	158,460.53	306,422.20
65	15-Sep-22	301,872.00	142,536.68	159,335.32	25,659,963.45	4,416,977.22	158,460.53	5,627.11	148,163.79	-	159,335.32	307,499.11
66	15-Oct-22	301,872.00	137,087.48	164,784.52	25,495,178.93	4,575,437.75	158,460.53	5,640.95	142,728.43	-	164,784.52	307,512.95
67	15-Nov-22	301,872.00	140,747.36	161,124.64	25,334,054.29	4,733,898.28	158,460.53	6,030.86	146,778.22	-	161,124.64	307,902.86
68	15-Dec-22	5,352,691.34	135,346.32	5,217,345.02	20,277,833.91	4,892,358.81	158,460.53	6,031.68	141,378.00	-	5,217,345.02	5,358,723.01

**SCHEDULE E
SALE PROPERTIES**

	List Price	Sale Price	Net Proceeds	Capital Gains (estimate)	After-Tax Proceeds	Closing Date
Columbus Drive, NFLD	\$2,400,000	n/a	n/a	n/a	n/a	n/a
255 George Street, Sydney, NS	\$2,400,000	n/a	n/a	n/a	n/a	n/a
Total	<u>\$ 4,800,000</u>					

311 Bluewater Road, Bedford, NS

36 Austin Street, St. John's, NFLD

Total

SCHEDULE F
DEMAND LETTERS AND NOTICE OF INTENTION TO ENFORCE SECURITY

See attached.

Cassels

August 8, 2022

DELIVERED

Saltwire Network Inc.

– and –

The Halifax Herald Limited

– and –

G.W.D. Investments Limited

– and –

Brace Capital Limited

– and –

Brace Holdings Limited

– and –

Headline Promotional Products Limited

– and –

The Mark Level Family Trust 2017

– and –

Sarah A. Dennis Family Trust 2009

– and –

Sarah Dennis

2717 Joseph Howe Drive
Halifax, Nova Scotia
B3J 2T2

jbelleissimo@cassels.com

tel: +1 416 860 6572

fax: +1 416 642 7150

t: 416 869 5300

f: 416 360 8877

cassels.com

Cassels Brock & Blackwell LLP

Suite 2100, Scotia Plaza, 40 King Street West

Toronto, ON M5H 3C2 Canada

Dear Mesdames and/or Sirs:

Re: Indebtedness of THE HALIFAX HERALD LIMITED (the “Herald”)

We are counsel to FIERA PRIVATE DEBT FUND III LP, by its sole general partner FIERA PRIVATE DEBT FUND GP INC. (“**Fund III**”)

Fund III has made available certain credit facilities to the Herald under a loan agreement dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**Herald Loan Agreement**”).

Pursuant to the terms of the Herald Loan Agreement, the Herald and each of SALTWIRE NETWORK INC. (“**SaltWire**”), G.W.D. INVESTMENTS LIMITED (“**GWD**”), BRACE CAPITAL LIMITED (“**Brace Capital**”), BRACE HOLDINGS LIMITED (“**Brace Holdings**”), HEADLINE PROMOTIONAL PRODUCTS LIMITED (“**Headline**”), THE MARK LEVER FAMILY TRUST 2017 (“**Lever Trust**”), SARAH A. DENNIS FAMILY TRUST 2009 (“**Dennis Trust**”) and SARAH DENNIS (“**Dennis**”) (collectively with the Herald, the “**Obligors**”) have executed and delivered to Fund III the documents listed in Schedule A (Herald Loan & Security Documents) (the “**Herald Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations to Fund III that may be outstanding from time to time.

The Obligors and Fund III entered into a forbearance agreement dated February 28, 2019 and effective as of January 15, 2019 (the “**Original Forbearance Agreement**”). The Obligors and Fund III entered into an amended and restated forbearance agreement dated October 2, 2019 and effective as of June 30, 2019 to amend and restate the Original Forbearance Agreement as provided therein (the “**Amended and Restated Forbearance Agreement**”). The Obligors and Fund III entered into a second amended and restated forbearance agreement dated May 19, 2020 and effective as of February 15, 2020 to amend and restate the Amended and Restated Forbearance Agreement as provided therein (the “**Second Amended and Restated Forbearance Agreement**”). The Obligors Fund III entered into a third amended and restated forbearance agreement dated November 2, 2020 and effective as of September 30, 2020 to amend and restate the Second Amended and Restated Forbearance Agreement as provided therein (the “**Third Amended and Restated Forbearance Agreement**”). The Obligors and Fund III entered into a fourth amended and restated forbearance agreement dated May 3, 2021 and effective as of March 31, 2021 to amend and restate the Third Amended and Restated Forbearance Agreement as provided therein (the “**Fourth Amended and Restated Forbearance Agreement**”). The Obligors and Fund III entered into a fifth amended and restated forbearance agreement dated November 12, 2021 and effective as of October 31, 2021 to amend and restate

the Fourth Amended and Restated Forbearance Agreement as provided therein (the “**Fifth Amended and Restated Forbearance Agreement**”).

The Herald is in default under the Herald Loan Agreement and the Obligor is in default under the Fifth Amended and Restated Forbearance Agreement and the Herald Security.

As of the date hereof, the Herald is indebted to Fund III in the amount of (i) \$8,819,820.00 of outstanding principal and interest pursuant to the terms of the Herald Loan Agreement and (ii) \$150,592.22 of outstanding PIK Interest pursuant to the terms of the Fifth Amended and Restated Forbearance Agreement (the “**Herald Indebtedness**”).

Fund III hereby demands immediate repayment of the Herald Indebtedness in full.

Unless Fund III receives payment of the Herald Indebtedness, plus accrued and accruing interest, fees, costs, expenses and other allowable charges to the date of payment, within ten (10) days of the date of this demand, Fund III will take such further action, remedy or proceeding as Fund III is entitled to secure payment of the amounts hereby demanded and to protect or enforce its security.

This demand is made pursuant to and in accordance with the Herald Loan Agreement, the Herald Security, the Fifth Amended and Restated Forbearance Agreement and other agreements and documents governing the Herald Indebtedness hereby demanded and is made without prejudice to Fund III’s rights to take such other steps and make such further demands as Fund III may see fit to protect its position.

Concurrently with the delivery of this demand, we are delivering the enclosed Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) in respect of the Herald Security.

Yours truly,

Cassels Brock & Blackwell LLP



Joseph J. Bellissimo
Partner
JB/am
Enclosures

**SCHEDULE A
HERALD LOAN & SECURITY DOCUMENTS**

1. The Herald Loan Agreement, as amended;
2. Collateral mortgage between Herald and Fund III dated July 18, 2012, as amended pursuant to a mortgage amending agreement dated April 6, 2022, over the following owned property of Herald;

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

3. General Security Agreement between Herald and Fund III dated July 19, 2012;
4. Trademark security agreement between Herald and Fund III dated July 19, 2012;
5. Trademark security agreement between Brace Capital and Fund III dated July 19, 2012;
6. Guarantee/Pledge agreement between GWD and Fund III dated July 19, 2012, as amended;
7. Guarantee agreement between Brace Capital and Fund III dated July 19, 2012;
8. Guarantee/Pledge agreement between Dennis and Fund III dated July 19, 2012, as amended;
9. Guarantee/Pledge by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
10. General Security Agreement between SaltWire and Fund III dated April 12, 2017;
11. Guarantee agreement between SaltWire and Fund III dated April 12, 2017;
12. Guarantee/Pledge agreement between Dennis Trust and Fund III dated April 12, 2017;
13. Guarantee/Pledge agreement between Lever Trust and Fund III dated April 12, 2017;
14. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated April 12, 2017;
15. Amended and restated guarantee/pledge agreement between Dennis and Fund III dated April 12, 2017;
16. General Security Agreement between Headline and Fund III dated January 1, 2018;
17. Trademark security agreement between Headline and Fund III dated January 1, 2018;
18. Guarantee between Headline and Fund III dated January 1, 2018; and
19. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated January 1, 2018.

NOTICE OF INTENTION TO ENFORCE SECURITY

TO EACH OF:

THE HALIFAX HERALD LIMITED (the “**Herald**”)

SALTWIRE NETWORK INC. (“**SaltWire**”)

G.W.D. INVESTMENTS LIMITED (“**GWD**”)

BRACE CAPITAL LIMITED (“**Brace Capital**”)

BRACE HOLDINGS LIMITED (“**Brace Holdings**”)

HEADLINE PROMOTIONAL PRODUCTS LIMITED (“**Headline**”)

THE MARK LEVER FAMILY TRUST 2017 (“**Lever Trust**”)

SARAH A. DENNIS FAMILY TRUST 2009 (“**Dennis Trust**”)

SARAH DENNIS (“**Dennis**”)

(collectively, the “**Obligors**”), and each an insolvent person

TAKE NOTICE THAT:

1. Under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), **FIERA PRIVATE DEBT FUND III LP**, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (“**Fund III**”) a secured creditor of the Obligors, intends to enforce its security in all of the following property and assets of the Obligors:
 - a. all real property of the Obligors secured by the Herald Security (as defined below), including those described in Schedule “A” hereto (the “**Real Property**”); and
 - b. all present and future undertaking and property, both real and personal, of the Obligors secured by the Herald Security,

(collectively, the “**Collateral**”).
2. The security that is to be enforced is in the form of, among other things:
 - a. a first mortgage/charge executed by the Herald in favour of the Fund III registered on title to the Real Property on February 10, 2021 as Document Reference: 101148865;
 - b. General security agreement between Herald and Fund III dated July 19, 2012;
 - c. Trademark security agreement between Herald and Fund III dated July 19, 2012;
 - d. Trademark security agreement between Brace Capital and Fund III dated July 19, 2012;
 - e. Guarantee/Pledge agreement between GWD and Fund III dated July 19, 2012, as amended;
 - f. Guarantee agreement between Brace Capital and Fund III dated July 19, 2012;

- g. Guarantee/Pledge agreement between Dennis and Fund III dated July 19, 2012, as amended;
 - h. Guarantee/Pledge by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
 - i. General security agreement between SaltWire and Fund III dated April 12, 2017;
 - j. Guarantee agreement between SaltWire and Fund III dated April 12, 2017;
 - k. General security agreement between Headline and Fund III dated January 1, 2018;
 - l. Trademark security agreement between Headline and Fund III dated January 1, 2018;
 - m. Guarantee between Headline and Fund III dated January 1, 2018;
 - n. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated January 1, 2018;
 - o. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis (limited to pledged shares of Brace Holdings);
 - p. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis Trust (limited to pledged shares of Brace Holdings and GWD);
 - q. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Lever Trust (limited to pledged shares of Brace Holdings); and
 - r. all ancillary, supplemental and additional documents thereto,
(collectively, the “**Herald Security**”)
3. The total amount of indebtedness secured by the Herald Security as of the date hereof (excluding accrued and accruing fees and costs) is (i) \$8,819,820.00 of outstanding principal and interest pursuant to the terms of the loan agreement between Fund III and the Obligors dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 and (ii) \$150,592.22 in accrued PIK interest pursuant to the terms of the fifth amended and restated forbearance agreement between, *inter alia*, Fund III and the Obligors dated November 12, 2021 and effective as of October 31, 2021.
4. Fund III will not have the right to enforce the Herald Security until after the expiry of the ten-day period following the sending of this notice, unless the Obligors consent to an earlier enforcement.

[signature page follows]

DATED at Toronto, the 8th day of August, 2022.

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

By its counsel, Cassels Brock & Blackwell LLP

A handwritten signature in black ink, appearing to read 'J. Bellissimo', written over a horizontal line.

Per: _____
Name: Joseph Bellissimo

SCHEDULE "A"

Real Property

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

Cassels

August 8, 2022

DELIVERED

Saltwire Network Inc.

– and –

The Halifax Herald Limited

– and –

G.W.D. Investments Limited

– and –

Brace Capital Limited

– and –

Brace Holdings Limited

– and –

Headline Promotional Products Limited

– and –

The Mark Level Family Trust 2017

– and –

Sarah A. Dennis Family Trust 2009

– and –

Sarah Dennis

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t: 416 869 5300

f: 416 360 8877

cassels.com

Cassels Brock & Blackwell LLP

Suite 2100, Scotia Plaza, 40 King Street West

Toronto, ON M5H 3C2 Canada

Dear Mesdames and/or Sirs:

Re: Indebtedness of SALTWIRE NETWORK INC. (“SaltWire”)

We are counsel to FIERA PRIVATE DEBT FUND V LP, by its sole general partner FIERA PRIVATE DEBT FUND GP INC. (“**Fund V**”).

Fund V has made available certain credit facilities to SaltWire under a loan agreement dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**SaltWire Loan Agreement**”).

Pursuant to the terms of the SaltWire Loan Agreement, SaltWire and each of THE HALIFAX HERALD LIMITED (“**Herald**”), G.W.D. INVESTMENTS LIMITED (“**GWD**”), BRACE CAPITAL LIMITED (“**Brace Capital**”), BRACE HOLDINGS LIMITED (“**Brace Holdings**”), HEADLINE PROMOTIONAL PRODUCTS LIMITED (“**Headline**”), THE MARK LEVER FAMILY TRUST 2017 (“**Lever Trust**”), SARAH A. DENNIS FAMILY TRUST 2009 (“**Dennis Trust**”) and SARAH DENNIS (“**Dennis**”) (collectively with the Herald, the “**Obligors**”) have executed and delivered to Fund V the documents listed in Schedule A (SaltWire Loan & Security Documents) (the “**SaltWire Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations to Fund V that may be outstanding from time to time.

The Obligors and Fund V entered into a forbearance agreement dated February 28, 2019 and effective as of January 15, 2019 (the “**Original Forbearance Agreement**”). The Obligors and Fund V entered into an amended and restated forbearance agreement dated October 2, 2019 and effective as of June 30, 2019 to amend and restate the Original Forbearance Agreement as provided therein (the “**Amended and Restated Forbearance Agreement**”). The Obligors and Fund V entered into a second amended and restated forbearance agreement dated May 19, 2020 and effective as of February 15, 2020 to amend and restate the Amended and Restated Forbearance Agreement as provided therein (the “**Second Amended and Restated Forbearance Agreement**”). The Obligors and Fund V entered into a third amended and restated forbearance agreement dated November 2, 2020 and effective as of September 30, 2020 to amend and restate the Second Amended and Restated Forbearance Agreement as provided therein (the “**Third Amended and Restated Forbearance Agreement**”). The Obligors and Fund V entered into a fourth amended and restated forbearance agreement dated May 3, 2021 and effective as of March 31, 2021 to amend and restate the Third Amended and Restated Forbearance Agreement as provided therein (the “**Fourth Amended and Restated Forbearance Agreement**”). The Obligors and Fund V entered into a fifth amended and restated forbearance agreement dated November 12, 2021 and effective as of October 31, 2021 to amend and restate the Fourth Amended and Restated Forbearance Agreement as provided therein (the “**Fifth Amended and Restated Forbearance Agreement**”).

SaltWire is in default under the SaltWire Loan Agreement and the Obligors are in default under the Fifth Amended and Restated Forbearance Agreement and the SaltWire Security.

As of the date hereof, SaltWire is indebted to Fund V in the amount of (i) \$25,977,759.30 of outstanding principal and interest pursuant to the terms of the SaltWire Loan Agreement and (ii) \$438,180.36 of outstanding PIK Interest pursuant to the terms of the Fifth Amended and Restated Forbearance Agreement (the "**SaltWire Indebtedness**").

Fund V hereby demands immediate repayment of the SaltWire Indebtedness in full.

Unless Fund V receives payment of the SaltWire Indebtedness, plus accrued and accruing interest, fees, costs, expenses and other allowable charges to the date of payment, within ten (10) days of the date of this demand, Fund V will take such further action, remedy or proceeding as Fund V is entitled to secure payment of the amounts hereby demanded and to protect or enforce its security.

This demand is made pursuant to and in accordance with the SaltWire Loan Agreement, the SaltWire Security, the Fifth Amended and Restated Forbearance Agreement and other agreements and documents governing the SaltWire Indebtedness hereby demanded and is made without prejudice to Fund V's rights to take such other steps and make such further demands as Fund V may see fit to protect its position.

Concurrently with the delivery of this demand, we are delivering the enclosed Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) in respect of the SaltWire Security.

Yours truly,

Cassels Brock & Blackwell LLP



Joseph J. Bellissimo
Partner
JB/am
Enclosures

SCHEDULE A

SALTWIRE LOAN & SECURITY DOCUMENTS

1. The SaltWire Loan Agreement, as amended;
2. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
3. General Security Agreement between Herald and Fund V dated April 12, 2017;
4. General Security Agreement between Brace Capital and Fund V dated April 12, 2017;
5. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
6. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
7. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;
8. Guarantee by Herald in favour of Fund V dated April 12, 2017;
9. Guarantee by Brace Capital in favour of Fund V dated April 12, 2017;
10. Guarantee/Pledge by Dennis dated April 12, 2017;
11. Guarantee/Pledge by Dennis Trust dated April 12, 2017;
12. Guarantee/Pledge by Lever Trust dated April 12, 2017;
13. Guarantee/Pledge by GWD dated April 12, 2017;
14. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
15. Collateral Mortgage over the following owned real property of SaltWire

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

16. Guarantee by Headline in dated January 1, 2018;
17. General Security Agreement between Headline and Fund V dated January 1, 2018
18. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
and
19. Amended and Restated guarantee/pledge by Brace Holdings in favour of Fund V dated January 1, 2018.

NOTICE OF INTENTION TO ENFORCE SECURITY

TO EACH OF:

SALTWIRE NETWORK INC. (“SaltWire”)

THE HALIFAX HERALD LIMITED (the “Herald”)

G.W.D. INVESTMENTS LIMITED (“GWD”)

BRACE CAPITAL LIMITED (“Brace”)

BRACE HOLDINGS LIMITED (“Holdings”)

HEADLINE PROMOTIONAL PRODUCTS LIMITED (“Headline”)

THE MARK LEVER FAMILY TRUST 2017 (“Lever Trust”)

SARAH A. DENNIS FAMILY TRUST 2009 (“Dennis Trust”)

SARAH DENNIS (“Dennis”)

(collectively, the “**Obligors**”), and each an insolvent person

TAKE NOTICE THAT:

1. Under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), **FIERA PRIVATE DEBT FUND V LP**, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (“**Fund V**”), a secured creditor of the Obligors, intends to enforce its security in all of the following property and assets of the Obligors:
 - a. all real property of the Obligors secured by the SaltWire Security (as defined below), including those described in Schedule “A” hereto (the “**Real Property**”); and
 - b. all present and future undertaking and property, both real and personal, of the Obligors secured by the SaltWire Security,(collectively, the “**Collateral**”).
2. The security that is to be enforced is in the form of, among other things:
 - a. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
 - b. General Security Agreement between Herald and Fund V dated April 12, 2017;
 - c. General Security Agreement between Brace Capital and Fund V dated April 12, 2017;
 - d. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
 - e. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
 - f. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;

- g. Guarantee by Herald in favour of Fund V dated April 12, 2017;
- h. Guarantee by Brace in favour of Fund V dated April 12, 2017;
- i. Guarantee/Pledge by GWD dated April 12, 2017;
- j. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
- k. Collateral Mortgage over the following owned real property of SaltWire

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

- l. Guarantee by Headline in dated January 1, 2018;
 - m. General Security Agreement between Headline and Fund V dated January 1, 2018;
 - n. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
 - o. Amended and Restated guarantee/pledge by Brace Holdings in favour of Fund V;
 - p. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis (limited to pledged shares of Brace Holdings);
 - q. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis Trust (limited to pledged shares of Brace Holdings and GWD);
 - r. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Lever Trust (limited to pledged shares of Brace Holdings); and
 - s. all ancillary, supplemental and additional documents thereto,
- (collectively, the "**SaltWire Security**).
3. The total amount of indebtedness secured by the SaltWire Security as the date hereof (excluding accrued and accruing fees and costs) is (i) \$25,977,759.30 of outstanding principal and interest pursuant to the terms of the loan agreement between Fund V and the Obligors dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 and (ii) \$438,180.36 of outstanding PIK Interest pursuant to the terms of the fifth amended and restated forbearance agreement between, *inter alia*, Fund V and the Obligors dated November 12, 2021 and effective as of October 31, 2021.

4. Fund V will not have the right to enforce the SaltWire Security until after the expiry of the ten-day period following the sending of this notice, unless the Obligors consent to an earlier enforcement.

[signature page follows]

DATED at Toronto, the 8th day of August, 2022.

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

By its counsel, Cassels Brock & Blackwell LLP

A handwritten signature in black ink, appearing to read 'J. Bellissimo', written over a horizontal line.

Per: _____
Name: Joseph Bellissimo

SCHEDULE "A"

Real Property

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

AMENDMENT NO. 1 TO SIXTH AMENDED AND RESTATED FORBEARANCE AGREEMENT

(this “**Agreement**”)

This Agreement is dated as of October 31, 2022

BETWEEN:

FIERA PRIVATE DEBT FUND III LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (“**Fund III**”)

and

FIERA PRIVATE DEBT FUND V LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (“**Fund V**” and together with Fund III, the “**Lenders**”)

and

THE HALIFAX HERALD LIMITED (the “**Herald**”)

and

SALTWIRE NETWORK INC. (“**SaltWire**”, and together with the Herald the “**Borrowers**”)

and

G.W.D. INVESTMENTS LIMITED (“**GWD**”)
BRACE CAPITAL LIMITED (“**Brace Capital**”)
BRACE HOLDINGS LIMITED (“**Brace Holdings**”)
HEADLINE PROMOTIONAL PRODUCTS LIMITED (“**Headline**”)
THE MARK LEVER FAMILY TRUST 2017 (“**Lever Trust**”)
TITAN SECURITY & INVESTIGATION INC. (“**Titan**”)
SARAH A. DENNIS FAMILY TRUST 2009 (“**Dennis Trust**”)
SARAH DENNIS (“**Dennis**”)

(each individually called a “**Guarantor**”, collectively called the “**Guarantors**”, and together with the Borrowers, the “**Obligors**”)

RECITALS:

- A. Reference is made to that certain sixth amended and restated forbearance agreement dated as of August 9, 2022 with effective date as of July 19, 2022, (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, the “**Forbearance Agreement**”) among the Lenders and the Obligors;
- B. In contravention of Section 4.03(a) of the Forbearance Agreement, each of the Borrowers have not, among other things, furnished the Lenders with certain of its annual consolidated financial statements by September 30, 2022.

- C. In contravention of Section 5.06 of the Forbearance Agreement, each of the Borrowers have not provided the Lenders with unaudited monthly financial statements in respect of Brace Capital for the months of August 2022 and September 2022, within fifteen (15) calendar days after the end of each month.
- D. Pursuant to Section 5.1(i) in each of the Loan Agreements, each of the Borrowers and Guarantors are required to pay or cause to be paid all taxes, rates, government fees and dues levied, assessed or imposed upon them. In contravention of Section 5.1(i) of each of the Loan Agreements, the Borrowers have advised the Lenders that:
- (i) as of July 4, 2022, the HST liabilities owed to Canada Revenue Agency, being Priority Liabilities, are as follows:
 - (1) for the Herald, \$3,210,269.65; and
 - (2) for SaltWire, \$1,473,445.00; and
 - (ii) as of September 28, 2022, the HST liabilities owed to Canada Revenue Agency, being Priority Liabilities, are as follows:
 - (1) for the Herald, \$3,993,548.57; and
 - (2) for SaltWire, \$2,041,886.02.
- E. The Borrowers have informed the Lenders that they do not expect to complete the sale of Austin Street by the NL Milestone Date, which will result in contravention of Section 4.04(b) of the Forbearance Agreement.
- F. Pursuant to Sections 2.02(a) and 2.02(b) of the Forbearance Agreement, each of the Borrowers were required to make certain payments to the Lenders on October 15, 2022, and are required to make certain additional scheduled monthly payments, each in accordance with Schedule C and Schedule D thereof. The Lenders have agreed to postpone such payments during the Forbearance Period upon execution of this Agreement.
- G. The Borrowers have requested, and the Lenders has agreed, to amend certain provisions of the Forbearance Agreement in accordance with the terms of this Agreement.

NOW THEREFORE in consideration of the Lenders agreeing to amend the Forbearance Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Obligors agree as follows:

Acknowledgements

1. All capitalized terms used (including in the recitals above), but not defined herein, shall have the meanings ascribed to them in the Forbearance Agreement.
2. Each of the Obligors acknowledges, agrees and confirms that:
 - (a) each of the foregoing recitals is true and correct;

- (b) the Security is valid, binding and enforceable in accordance with its terms and the terms and conditions of the Security shall remain in effect, unamended; and
- 3. The covenants and agreements of the Lenders in this Agreement shall not constitute or be deemed or implied to be a waiver by the Lenders of any existing or future Default under, without limitation, the Forbearance Agreement, the Loan Agreements, the Security, or otherwise.
- 4. The Guarantors each acknowledge and agree that their respective guarantees previously provided to each of the Lenders are valid, binding and enforceable in accordance with their terms.
- 5. Each of the Obligors acknowledge that there are no current defences, counterclaims or rights of set-off or reduction to any claims which may be brought by the Lenders under the Security, Loan Agreements, or pursuant to the Forbearance Agreement as of the date of hereof.

Amendments

- 6. Each of the Lenders and the Obligors agrees to amend each of the Forbearance Agreement as follows:
 - (a) Section 1.01 of the Forbearance Agreement hereby amended by inserting the following new definition in the appropriate alphabetical order:

“M&A Advisor” has the meaning given to it in Section 4.23(a) of this Agreement.”
 - (b) Section 1.01 of the Forbearance Agreement is hereby amended by (i) deleting the "or" at the end of the (f) in definition of “Default; (ii) replacing the "." at the end of the (g) in definition of “Default” with ", or" and inserting the following new Section:

“(h) the accrual of any additional HST arrears owed to Canada Revenue Agency.”.
 - (c) Section 2.02(c) of the Forbearance Agreement is hereby deleted in its entirety and place with the following:

“(c) Each of the Obligors acknowledge and confirm that the repayment schedules set out in Schedules C and D of this Agreement represent payments in the amount of 100% of the monthly principal payment due by each Borrower pursuant to Schedule “H” of each of the Loan Agreements and that the Lenders have agreed to a postponement of 100% of each monthly principal (only) payments due by each Borrower pursuant to Schedule “H” of each of the Loan Agreements solely upon the terms and conditions of this Agreement. Each of Schedules C and D of this Agreement shall reflect such amounts only so long as no Default has occurred that is continuing and has not been waived by the Lenders, and all deferred amounts shall be added to (and result in a dollar for dollar increase of) the Sixth Forbearance Minimum Prepayment and shall be subject at all times to the provisions of this Agreement relating thereto.”.
 - (d) Schedule C of the Forbearance Agreement is hereby deleted in its entirety and

replaced with Schedule I hereto.

- (e) Schedule D of the Forbearance Agreement is hereby deleted in its entirety and replaced with Schedule II hereto.
- (f) Section 4.03 of the Forbearance Agreement is hereby amended by adding the following new clauses (c) and (d) thereof:
 - “(c) On or before 5:00 p.m. Atlantic Time on November 2, 2022, the Borrowers shall deliver to the Lenders a weekly cash flow projection for the 13-week period commencing on October 30, 2022 (the “**Initial Cash Flow Projection Date**”), in form, content and detail satisfactory to the Lenders (the “**Cash Flow Projection**”). The Cash Flow Projection shall be prepared internally on a consolidated basis, and shall reflect the projected cash flow requirements of the Borrowers for the 13-week period, calculated on a weekly basis.
 - (d) Commencing on a weekly basis after the Initial Cash Flow Projection Date, the Cash Flow Projection shall be: (i) rolled forward one week for the next 13-week period; (ii) updated to reflect actual receipts and disbursements of the prior week; and (iii) accompanied by a variance report which shall outline, detail, and explain, to the reasonable satisfaction of the Lenders, any variances in the prior week in excess of 10% or \$50,000, whichever is greater, between the actual and projected cash receipts and disbursements. Such updated Cash Flow Projection shall be delivered to the Lenders on or before 5:00 p.m. Atlantic Time on the Wednesday of each week.”.
- (g) Article 4 of the Forbearance Agreement is hereby amended by adding the following new section 4.23 thereof in appropriate numerical order:

“4.23 Engagement of M&A Advisor

- (a) On or before October 31, 2022, or such later date as may be agreed to by the Lenders in writing, the Borrowers shall engage and appoint a professional services advisory firm (the “**M&A Advisor**”), satisfactory to the Lenders in their sole discretion, to advise on the potential sale of the distribution business of the Borrowers (the “**Distribution Business**”).
- (b) The M&A Advisor’s scope of engagement and primary initial responsibility shall include assisting and advising the Obligors on prudent and market steps and approach to take to achieve successful completion of the sale of the Distribution Business. The Obligors shall make arrangements reasonably required to permit the Lenders’ nominee to attend any meetings with the M&A Advisor, either in person, or at the Lenders’ option, by telephone or other electronic means. The Obligors shall cause the M&A Advisor to deliver regular reports (oral and/or written on such intervals determined by the Lenders in their sole discretion) directly to the Lenders regarding progress of the sale of the Distribution Business and any and all other duties being performed by the M&A Advisor, including providing the Lenders, no later than November 15, 2022, with: (i) an assessment of the potential value of the Distribution Business prepared by the M&A Advisor;

(ii) a list of potential purchasers of the Distribution Business; and (iii) the marketing strategy regarding the sale of the Distribution Business prepared by the M&A Advisor. The Lenders shall be entitled to directly discuss with the M&A Advisor the efforts being taken and the progress of the sale of the Distribution Business and any and all other duties being performed by the M&A Advisor. The Obligors shall also cause to be delivered to the Lenders all term sheets, commitment letters, letter of intents, exclusivity agreements or any other forms of offers or proposals in any way relating to the progress of the sale of the Distribution Business forthwith upon receipt by the applicable Obligor or Obligors.”.

- (h) Article 4 of the Forbearance Agreement is hereby amended by adding the following new section 4.24 thereof in appropriate numerical order:

“4.24 Real Property Reporting

On or before November 15, 2022, and as may be requested by the Lenders thereafter from time to time, the Borrowers shall furnish with the Lenders with: (i) a full listing and detailed report, in form and substance satisfactory to the Lenders, of all real property owned by each of the Obligors; and (ii) a detailed listing and report of any liens that affect such real property, including without limitation, any property tax arrears. Without limiting the forgoing, upon request of the Lenders from time to time the Borrowers shall furnish the Lenders with tax certificates issued by the appropriate Governmental Authority.”.

- (i) Article 4 of the Forbearance Agreement is hereby amended by adding the following new section 4.25 thereof in appropriate numerical order:

“4.25 Pension Reporting

On or before November 15, 2022, and as may be requested by the Lenders thereafter from time to time, the Borrowers shall furnish with the Lenders with a full listing and detailed report, in form and substance satisfactory to the Lenders, regarding any pension arrears owed by any of the Obligors.”.

Conditions Precedent

7. This Agreement shall not become effective until each of the following conditions precedent (collectively, the "**Conditions Precedent**") are satisfied or otherwise waived by the Lenders:
- (a) the Lenders shall have received this Agreement duly executed and delivered by the Obligors;
 - (b) the Borrowers shall have complied with all covenants and all other obligations imposed upon it pursuant to this Agreement;
 - (c) payment by the Borrowers of the Lenders’ legal counsel fees incurred in connection with the preparation of this Agreement and any and all outstanding invoices of such counsel incurred and issued to the Borrowers or either of them, including those invoices issued by Cassels Brock & Blackwell LLP dated August 22, 2022 and October 14, 2022; and

- (d) no event shall have occurred and be continuing which constitutes a Default.
- 8. Each of the Obligors hereby specifically acknowledges, confirms and agrees that the Lenders are not under any obligation whatsoever to amend the Forbearance Agreement.
- 9. For certainty, the Lenders have not waived, is not by this Agreement waiving, and have no intention of waiving any breach, default or event of default under the Forbearance Agreement, Loan Agreements, or any of the Security.
- 10. The Lenders expressly reserve all of its rights and remedies under the Forbearance Agreement as a result of or in connection with any breach, default or event of default under the Forbearance Agreement, Loan Agreements, or any of the Security including to demand payment of all amounts owing by the Borrowers to the Lenders.

Representations of the Obligors

- 11. Each of the Obligors represents, warrants and covenants as follows:
 - (a) each of the statements contained in this Agreement are true and accurate in all respects and fully and completely disclose all material information with respect to their subject matter as of the date hereof;
 - (b) the Obligors have disclosed to the Lenders all information concerning the Obligors and their respective businesses, assets and financial condition to the date hereof that may be relevant or material to the Lenders and all of the financial reporting, books and records of the Obligors provided as of the date hereof to the Lenders represent the most accurate and complete presentation of information available;
 - (c) as of the date hereof, none of the Obligors are aware of any fact, event, circumstance or condition relating to any of them that has not been disclosed to the Lenders, either orally or in this Agreement, that may cause the Lenders not to enter into or accept any of the covenants, agreements, undertakings or conditions provided for in this Agreement;
 - (d) all corporate action necessary for the authorization, execution, delivery and performance of this Agreement by each of the Obligors, as applicable, have been duly authorized and taken; and
 - (e) this Agreement, when duly executed and delivered by each of the Obligors will constitute a legal, valid and binding obligation, enforceable against each of the Obligors in accordance with its terms.
- 12. All representations and warranties set out in the Forbearance Agreement as they relate to the Obligors shall be deemed to have been repeated on the date of this Agreement and shall continue in effect for so long as the Borrowers are indebted to the Lenders pursuant to the Forbearance Agreement, subject to any amendments contained herein.

Additional Covenants and General Provisions

- 13. The Forbearance Agreement, Loan Agreements, and the Security, remain in full force and effect. Each of the Obligors will comply with all reporting requirements, financial covenants and non-financial covenants and all other terms set forth in the Forbearance Agreement,

Loan Agreements, and the Security, and all other documentation executed and delivered to the Lenders.

14. The Borrowers agree to pay all reasonable out-of-pocket costs and expenses (whether incurred before or after the date hereof) of the Lenders and all fees incurred by the Lenders and all fees (including amendment fees and forbearance fees) charged by the Lenders to the Borrowers for which the Borrowers are contractually responsible under the Forbearance Agreement and Loan Agreements, including, without limitation, all fees and disbursements incurred by the Lenders in connection with the ongoing review of the financial affairs of the Borrowers, and all reasonable legal fees and disbursements incurred in connection with the Forbearance Agreement, Loan Agreements, Security, this Agreement and any amendments to any of the foregoing including without limitation the preparation, interpretation, negotiation and enforcement of any of the foregoing documents and any waivers, partial discharges and similar matters which may be required in connection therewith.
15. Each of the Obligors hereby agrees, upon request by the Lenders, to duly execute and deliver or cause to be executed or delivered to the Lenders such further instruments, agreements or similar documents as may be necessary or desirable in the opinion of the Lenders, acting reasonably, to carry out the provisions and purposes of this Agreement.
16. Each of the Obligors, and each of their successors and assigns, hereby releases, discharges, waives, disclaims and forfeits all claims, demands, actions, or causes of action, known or unknown, against the Lenders, their successors, assigns, officers, directors, employees, affiliates, advisors and agents which purportedly may be currently available or may become available in the future, arising out of or in any way connected with the Forbearance Agreement and Loan Agreements, the Borrowers' credit facilities with the Lenders. In addition, each of the Obligors jointly and severally agrees to fully indemnify the Lenders from any and all claims, demands, actions, or causes of action, known or unknown, other than claims, demands, actions, or causes of action, known or unknown, arising as a result of a breach of any of the Lenders' obligations under the Forbearance Agreement, Loan Agreements, and this Agreement, which may be brought against the Lenders by any party arising out of or in any way connected with the Forbearance Agreement and Loan Agreements.
17. Each of the Obligors hereby acknowledges and agrees that they have had an opportunity to review this Agreement with legal counsel and, further, that they have been advised of and understand the terms and the consequences of signing same.
18. The Lenders reserve all rights and remedies under the Forbearance Agreement, Loan Agreements, the Security, and all documentation made in connection therewith.
19. The laws of Nova Scotia and the laws of Canada applicable in Nova Scotia, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.
20. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile or other electronic copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement.

[Signature page follows]

Dated as of the first date written above.

**FIERA PRIVATE DEBT FUND III LP,
by its general partner, Fiera Private Debt
Fund GP Inc.**

Per: [Signature]
Name: R. French
ASO

Per: [Signature]
Name: Brian Ko
ASO

**FIERA PRIVATE DEBT FUND V LP,
by its general partner, Fiera Private Debt
Fund GP Inc.**

Per: [Signature]
Name: R. French
ASO

Per: [Signature]
Name: Brian Ko
ASO

THE HALIFAX HERALD LIMITED

Per: [Signature]
Name: MARK LEVER
Title: PRESIDENT

G.W.D. INVESTMENTS LIMITED

Per: [Signature]
Name: SAUL DENNIS
Title: PRESIDENT

**HEADLINE PROMOTIONAL PRODUCTS
LIMITED**

Per: [Signature]
Name: MARK LEVER
Title: PRESIDENT

SARAH A. DENNIS FAMILY TRUST (2009)

Per: [Signature]
Name: SARAH DENNIS
Title: Trustee

TITAN SECURITY & INVESTIGATION INC.

Per: [Signature]
Name: MARK LEVER
Title: PRESIDENT

WITNESS: [Signature]
Name: IAN SCOTT

SALTWIRE NETWORK INC.

Per: [Signature]
Name: MARK LEVER
Title: PRESIDENT

BRACE CAPITAL LIMITED

Per: [Signature]
Name: MARK LEVER
Title: PRESIDENT

BRACE HOLDINGS LIMITED

Per: [Signature]
Name: MARK LEVER
Title: PRESIDENT

**THE MARK LEVER FAMILY TRUST
(2017)**

Per: [Signature]
Name: MARK LEVER
Title: Trustee

[Signature]
SARAH A. DENNIS

[Signature page to Amendment No. 1 to Sixth Amendment to Second Amended and Restated
Forbearance Agreement]

Schedule I
SCHEDULE C
HERALD FORBEARANCE REPAYMENT SCHEDULE

Halifax Herald Limited			
Account Number:	IPD31213		
Principal Amount:	\$18,000,000.00	Valuation Date:	17-Jul-12
Interest Rate:	6.000%	# of Payments:	120
Blended Payment	5236,545.74	Amortization:	96
PIK	0.500%	Premium Rate	1.50%
New Interest (Jul 20, 2022)	6.500%	Start Date	20-Jul-22
New Blended Payment	\$ 240,952.19	PIK as of Jul 15, 2022	150,592.22

Original Loan					Prepayment Amount			Total Monthly Payment				
Pymt. #	Date	Total Payment	Interest Portion (a)	Principal Portion (b)	Principal Outstanding	Prepayment Balance	Principal Deferral	Additional Interest (c)	Regular Interest (a) + (c)	PIK Interest (d)	Principal (b)	Total Payment (a) + (b) + (c) + (d)
118	15-May-22	236,715.28	45,226.09	191,489.19	8,819,820.00	1,229,284.56	-	-	45,226.09	-	191,489.19	236,715.28
119	15-Jun-22	44,991.59	44,991.59	-	8,819,820.00	1,229,284.56	192,446.64	-	44,991.59	-	-	44,991.59
120	15-Jul-22	45,277.87	45,277.87	-	8,819,820.00	1,421,731.20	190,089.10	-	45,277.87	-	-	45,277.87
121	15-Aug-22	144,821.22	48,690.24	96,130.98	8,723,689.03	1,611,820.30	96,130.98	1,722.22	50,412.46	-	96,130.98	146,543.43
122	15-Sep-22	144,555.87	48,159.54	96,396.33	8,627,292.71	1,707,951.28	96,396.33	2,175.88	50,335.42	-	96,396.33	146,731.75
123	15-Oct-22	46,091.02	46,091.02	-	8,627,292.71	1,804,347.60	194,861.17	2,224.54	48,315.56	-	-	48,315.56
125	15-Nov-22	47,627.38	47,627.38	-	8,627,292.71	1,999,208.77	193,324.81	2,546.94	50,174.32	-	-	50,174.32
124	15-Dec-22	8,673,383.73	46,091.02	8,627,292.71	-	2,192,533.58	-	5,496.35	51,587.37	150,592.22	8,627,292.71	8,829,472.30

Schedule II

SCHEDULE D SALTWIRE FORBEARANCE REPAYMENT SCHEDULE

Saltwire Network Inc.			
Account Number:	IPDS1716		
Principal Amount:	\$31,000,000.00	Valuation Date:	10-Apr-17
Interest Rate:	6.000%	# of Payments:	96
Blended payment	\$452,865.19	Amortization:	84
PIK	0.500%	Premium Rate	1.50%
New Interest	6.500%	Start Date	20-Jul-22
New Blended Payment	\$460,332.53	PIK as of July 15, 202:	438,180.36
Reduced Blended Payment	\$301,872.00		

Original Loan					Prepayment Amount			Total Monthly Payment				
Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	Prepayment Balance	Principal Deferral	Additional Interest	Regular Interest	PIK Interest	Principal	Total Payment
			(a)	(b)				(c)	(a) + (c)	(d)	(b)	(a) + (b) + (c) + (d)
61	15-May-22	453,607.45	130,445.43	323,162.02	25,977,759.30	3,620,715.44	-	-	130,445.43	-	323,162.02	453,607.45
62	15-Jun-22	134,661.36	134,661.36	0.00	25,977,759.30	3,620,715.44	320,485.38	-	134,661.36	-	-	134,661.36
63	15-Jul-22	131,829.41	131,829.41	0.00	25,977,759.30	3,941,200.82	317,315.87	-	131,829.41	-	-	131,829.41
64	15-Aug-22	301,872.00	143,411.47	158,460.53	25,819,298.77	4,258,516.69	158,460.53	4,550.20	147,961.67	-	158,460.53	306,422.20
65	15-Sep-22	301,872.00	142,536.68	159,335.32	25,659,963.45	4,416,977.22	158,460.53	5,627.11	148,163.79	-	159,335.32	307,499.11
66	15-Oct-22	137,087.48	137,087.48	0.00	25,659,963.45	4,575,437.75	323,245.05	5,640.95	142,728.43	-	-	142,728.43
67	15-Nov-22	141,657.06	141,657.06	0.00	25,659,963.45	4,898,682.80	318,675.47	6,240.79	147,897.85	-	-	147,897.85
68	15-Dec-22	5,677,690.00	137,087.48	5,540,603.32	20,119,360.13	5,217,358.27	323,245.05	6,432.36	143,519.84	-	5,540,603.32	5,684,123.16
69	15-Jan-23	460,332.53	111,069.89	349,262.64	19,770,097.49	-	-	-	111,069.89	-	349,262.64	460,332.53
70	15-Feb-23	460,332.53	109,141.77	351,190.76	19,418,906.73	-	-	-	109,141.77	-	351,190.76	460,332.53
71	15-Mar-23	460,332.53	96,828.52	363,504.01	19,055,402.72	-	-	-	96,828.52	-	363,504.01	460,332.53
72	15-Apr-23	460,332.53	105,196.26	355,136.27	18,700,266.45	-	-	-	105,196.26	-	355,136.27	460,332.53
73	15-May-23	460,332.53	99,905.53	360,427.00	18,339,839.45	-	-	-	99,905.53	-	360,427.00	460,332.53
74	15-Jun-23	460,332.53	101,245.96	359,086.57	17,980,752.88	-	-	-	101,245.96	-	359,086.57	460,332.53
75	15-Jul-23	460,332.53	96,061.56	364,270.97	17,616,481.91	-	-	-	96,061.56	-	364,270.97	460,332.53
76	15-Aug-23	460,332.53	97,252.63	363,079.90	17,253,402.01	-	-	-	97,252.63	-	363,079.90	460,332.53
77	15-Sep-23	460,332.53	95,248.23	365,084.30	16,888,317.71	-	-	-	95,248.23	-	365,084.30	460,332.53
78	15-Oct-23	460,332.53	90,225.26	370,107.27	16,518,210.44	-	-	-	90,225.26	-	370,107.27	460,332.53
79	15-Nov-23	460,332.53	91,189.57	369,142.96	16,149,067.48	-	-	-	91,189.57	-	369,142.96	460,332.53
80	15-Dec-23	460,332.53	86,275.84	374,056.69	15,775,010.79	-	-	-	86,275.84	-	374,056.69	460,332.53
81	15-Jan-24	460,332.53	87,086.70	373,245.83	15,401,764.96	-	-	-	87,086.70	-	373,245.83	460,332.53
82	15-Feb-24	460,332.53	85,026.18	375,306.35	15,026,458.61	-	-	-	85,026.18	-	375,306.35	460,332.53
83	15-Mar-24	460,332.53	77,602.40	382,730.13	14,643,728.48	-	-	-	77,602.40	-	382,730.13	460,332.53
84	15-Apr-24	460,332.53	80,841.41	379,491.12	14,264,237.36	-	-	-	80,841.41	-	379,491.12	460,332.53
85	15-May-24	460,332.53	76,206.20	384,126.33	13,880,111.03	-	-	-	76,206.20	-	384,126.33	460,332.53
86	15-Jun-24	460,332.53	76,625.82	383,706.71	13,496,404.32	-	-	-	76,625.82	-	383,706.71	460,332.53
87	15-Jul-24	460,332.53	72,104.08	388,228.45	13,108,175.87	-	-	-	72,104.08	-	388,228.45	460,332.53
88	15-Aug-24	460,332.53	72,364.31	387,968.22	12,720,207.65	-	-	-	72,364.31	-	387,968.22	460,332.53
89	15-Sep-24	460,332.53	70,222.52	390,110.01	12,330,097.64	-	-	-	70,222.52	-	390,110.01	460,332.53
90	15-Oct-24	460,332.53	65,873.12	394,459.41	11,935,638.23	-	-	-	65,873.12	-	394,459.41	460,332.53
91	15-Nov-24	460,332.53	65,891.26	394,441.27	11,541,196.96	-	-	-	65,891.26	-	394,441.27	460,332.53
92	15-Dec-24	460,332.53	61,658.45	398,674.08	11,142,522.88	-	-	-	61,658.45	-	398,674.08	460,332.53
93	15-Jan-25	460,332.53	61,512.83	398,819.70	10,743,703.18	-	-	-	61,512.83	-	398,819.70	460,332.53
94	15-Feb-25	460,332.53	59,311.13	401,021.40	10,342,681.78	-	-	-	59,311.13	-	401,021.40	460,332.53
95	15-Mar-25	460,332.53	51,571.73	408,760.80	9,933,920.98	-	-	-	51,571.73	-	408,760.80	460,332.53
96	15-Apr-25	460,332.53	54,840.69	405,491.84	9,528,429.14	-	-	-	54,840.69	-	405,491.84	460,332.53

AMENDMENT NO. 2 TO SIXTH AMENDED AND RESTATED FORBEARANCE AGREEMENT

(this “**Agreement**”)

This Agreement is dated as of November 22, 2022

BETWEEN:

FIERA PRIVATE DEBT FUND III LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (“**Fund III**”)

and

FIERA PRIVATE DEBT FUND V LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (“**Fund V**” and together with Fund III, the “**Lenders**”)

and

THE HALIFAX HERALD LIMITED (the “**Herald**”)

and

SALTWIRE NETWORK INC. (“**SaltWire**”, and together with the Herald the “**Borrowers**”)

and

G.W.D. INVESTMENTS LIMITED (“**GWD**”)
BRACE CAPITAL LIMITED (“**Brace Capital**”)
BRACE HOLDINGS LIMITED (“**Brace Holdings**”)
HEADLINE PROMOTIONAL PRODUCTS LIMITED (“**Headline**”)
THE MARK LEVER FAMILY TRUST 2017 (“**Lever Trust**”)
TITAN SECURITY & INVESTIGATION INC. (“**Titan**”)
SARAH A. DENNIS FAMILY TRUST 2009 (“**Dennis Trust**”)
SARAH DENNIS (“**Dennis**”)

(each individually called a “**Guarantor**”, collectively called the “**Guarantors**”, and together with the Borrowers, the “**Obligors**”)

RECITALS:

- A. Reference is made to that certain sixth amended and restated forbearance agreement dated as of August 9, 2022 with effective date as of July 19, 2022, as amended by that certain Amendment No. 1 to Sixth Amended and Restated Forbearance Agreement dated as of October 31, 2022 (as may be further amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, the “**Forbearance Agreement**”) among the Lenders and the Obligors;
- B. In contravention of Section 4.03(a) of the Forbearance Agreement, the Herald has not provided the Lenders with its consolidated audited financial statements for its fiscal year

ended December 31, 2021 (the “**Herald 2021 Audited Financial Statements**”) (or Pension Audit) by October 31, 2022.

- C. Pursuant to Section 4.03(a) of the Forbearance Agreement, SaltWire is required to deliver to the Lenders its consolidated audited financial statements for its fiscal year ended December 31, 2021 (the “**SaltWire 2021 Audit Financial Statements** and together with the Herald 2021 Audited Financial Statement, the “**2021 Audit Financial Statements**”) on or before December 31, 2022.
- D. The Borrowers have requested that the level of assurance of the 2021 Audit Financial Statements be reduced from an audit level basis to a review level basis and that they be delivered by on or before December 31, 2022 (the “**Request**”).
- E. The Borrowers have requested, and the Lenders have agreed, to amend certain provisions of the Forbearance Agreement, including the Request, in accordance with the terms of this Agreement.

NOW THEREFORE in consideration of the Lenders agreeing to amend the Forbearance Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Obligors agree as follows:

Acknowledgements

1. All capitalized terms used (including in the recitals above), but not defined herein, shall have the meanings ascribed to them in the Forbearance Agreement.
2. Each of the Obligors acknowledges, agrees and confirms that:
 - (a) each of the foregoing recitals is true and correct;
 - (b) the Security is valid, binding and enforceable in accordance with its terms and the terms and conditions of the Security shall remain in effect, unamended; and
3. The covenants and agreements of the Lenders in this Agreement shall not constitute or be deemed or implied to be a waiver by the Lenders of any existing or future Default under, without limitation, the Forbearance Agreement, the Loan Agreements, the Security, or otherwise.
4. The Guarantors each acknowledge and agree that their respective guarantees previously provided to each of the Lenders are valid, binding and enforceable in accordance with their terms.
5. Each of the Obligors acknowledge that there are no current defences, counterclaims or rights of set-off or reduction to any claims which may be brought by the Lenders under the Security, Loan Agreements, or pursuant to the Forbearance Agreement as of the date of hereof.

Amendments

6. Each of the Lenders and the Obligors agrees to amend the Forbearance Agreement as follows:

- (a) The table referenced at Section 4.03(a) of the Forbearance Agreement is hereby deleted in its entirety and replaced with the following table:

<u>APPLICABLE AUDITED CONSOLIDATED STATEMENTS</u>	<u>MINIMUM REQUIRED LEVEL OF ASSURANCE</u>	<u>DUE DATE</u>
Herald – year ended December 31, 2020	Review engagement	September 30, 2022
Herald - year ended December 31, 2021 and Pension Audit	Review engagement	December 31, 2022
Herald - year ended December 31, 2022	Audited	April 30, 2023
SaltWire - year ended December 31, 2018	Review engagement	September 30, 2022
SaltWire - year ended December 31, 2019	Review engagement	September 30, 2022
SaltWire - year ended December 31, 2020	Review engagement	September 30, 2022
SaltWire - year ended December 31, 2021	Review engagement	December 31, 2022
SaltWire - year ended December 31, 2022	Audited	April 30, 2023

Conditions Precedent

7. This Agreement shall not become effective until each of the following conditions precedent (collectively, the "**Conditions Precedent**") are satisfied or otherwise waived by the Lenders:

- (a) the Lenders shall have received this Agreement duly executed and delivered by the Obligors;
- (b) the Borrowers shall have complied with all covenants and all other obligations imposed upon it pursuant to this Agreement;
- (c) as a condition to, and in consideration for the Lenders entering into this agreement and making the foregoing amendment, the Borrowers shall have paid to the

Lenders an amendment fee of \$15,000.00 (the “**Amendment Fee**”). The Amendment Fee shall be fully earned as of the signing of this Agreement and added to (and result in a dollar for dollar increase of) the outstanding Obligations;

- (d) the payment by the Borrowers of the Lenders’ legal counsel, Cassels Brock & Blackwell LLP, outstanding invoices issued to the Borrowers or either of them dated August 22, 2022 in the amount of \$38,651.54 and October 14, 2022 in the amount of \$31,717.69; and
 - (e) no event shall have occurred and be continuing which constitutes a Default.
8. Each of the Obligors hereby specifically acknowledges, confirms and agrees that the Lenders are not under any obligation whatsoever to amend the Forbearance Agreement.
 9. For certainty, the Lenders have not waived, is not by this Agreement waiving, and have no intention of waiving any breach, default or event of default under the Forbearance Agreement, Loan Agreements, or any of the Security.
 10. The Lenders expressly reserve all of its rights and remedies under the Forbearance Agreement as a result of or in connection with any breach, default or event of default under the Forbearance Agreement, Loan Agreements, or any of the Security including to demand payment of all amounts owing by the Borrowers to the Lenders.

Representations of the Obligors

11. Each of the Obligors represents, warrants and covenants as follows:
 - (a) each of the statements contained in this Agreement are true and accurate in all respects and fully and completely disclose all material information with respect to their subject matter as of the date hereof;
 - (b) the Obligors have disclosed to the Lenders all information concerning the Obligors and their respective businesses, assets and financial condition to the date hereof that may be relevant or material to the Lenders and all of the financial reporting, books and records of the Obligors provided as of the date hereof to the Lenders represent the most accurate and complete presentation of information available;
 - (c) as of the date hereof, none of the Obligors are aware of any fact, event, circumstance or condition relating to any of them that has not been disclosed to the Lenders, either orally or in this Agreement, that may cause the Lenders not to enter into or accept any of the covenants, agreements, undertakings or conditions provided for in this Agreement;
 - (d) all corporate action necessary for the authorization, execution, delivery and performance of this Agreement by each of the Obligors, as applicable, have been duly authorized and taken; and
 - (e) this Agreement, when duly executed and delivered by each of the Obligors will constitute a legal, valid and binding obligation, enforceable against each of the Obligors in accordance with its terms.

12. All representations and warranties set out in the Forbearance Agreement as they relate to the Obligors shall be deemed to have been repeated on the date of this Agreement and shall continue in effect for so long as the Borrowers are indebted to the Lenders pursuant to the Forbearance Agreement, subject to any amendments contained herein.

Additional Covenants and General Provisions

13. The Forbearance Agreement, Loan Agreements, and the Security, remain in full force and effect. Each of the Obligors will comply with all reporting requirements, financial covenants and non-financial covenants and all other terms set forth in the Forbearance Agreement, Loan Agreements, and the Security, and all other documentation executed and delivered to the Lenders.
14. The Borrowers agree to pay all reasonable out-of-pocket costs and expenses (whether incurred before or after the date hereof) of the Lenders and all fees incurred by the Lenders and all fees (including amendment fees and forbearance fees) charged by the Lenders to the Borrowers for which the Borrowers are contractually responsible under the Forbearance Agreement and Loan Agreements, including, without limitation, all fees and disbursements incurred by the Lenders in connection with the ongoing review of the financial affairs of the Borrowers, and all reasonable legal fees and disbursements incurred in connection with the Forbearance Agreement, Loan Agreements, Security, this Agreement and any amendments to any of the foregoing including without limitation the preparation, interpretation, negotiation and enforcement of any of the foregoing documents and any waivers, partial discharges and similar matters which may be required in connection therewith.
15. Each of the Obligors hereby agrees, upon request by the Lenders, to duly execute and deliver or cause to be executed or delivered to the Lenders such further instruments, agreements or similar documents as may be necessary or desirable in the opinion of the Lenders, acting reasonably, to carry out the provisions and purposes of this Agreement.
16. Each of the Obligors, and each of their successors and assigns, hereby releases, discharges, waives, disclaims and forfeits all claims, demands, actions, or causes of action, known or unknown, against the Lenders, their successors, assigns, officers, directors, employees, affiliates, advisors and agents which purportedly may be currently available or may become available in the future, arising out of or in any way connected with the Forbearance Agreement and Loan Agreements, the Borrowers' credit facilities with the Lenders. In addition, each of the Obligors jointly and severally agrees to fully indemnify the Lenders from any and all claims, demands, actions, or causes of action, known or unknown, other than claims, demands, actions, or causes of action, known or unknown, arising as a result of a breach of any of the Lenders' obligations under the Forbearance Agreement, Loan Agreements, and this Agreement, which may be brought against the Lenders by any party arising out of or in any way connected with the Forbearance Agreement and Loan Agreements.
17. Each of the Obligors hereby acknowledges and agrees that they have had an opportunity to review this Agreement with legal counsel and, further, that they have been advised of and understand the terms and the consequences of signing same.
18. The Lenders reserve all rights and remedies under the Forbearance Agreement, Loan Agreements, the Security, and all documentation made in connection therewith.


19. The laws of Nova Scotia and the laws of Canada applicable in Nova Scotia, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.
20. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of a facsimile or other electronic copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement.

[Signature page follows]

Dated as of the first date written above.

**FIERA PRIVATE DEBT FUND III LP,
by its general partner, Fiera Private Debt
Fund GP Inc.**

Per: 
Name: Russell French
ASO

Per: 
Name: Brian Ko
ASO

THE HALIFAX HERALD LIMITED

Per: _____
Name: _____
Title: _____

G.W.D. INVESTMENTS LIMITED

Per: _____
Name: _____
Title: _____

**HEADLINE PROMOTIONAL PRODUCTS
LIMITED**

Per: _____
Name: _____
Title: _____

SARAH A. DENNIS FAMILY TRUST (2009)

Per: _____
Name: _____
Title: Trustee


TITAN SECURITY & INVESTIGATION INC.

Per: _____
Name: _____
Title: _____

WITNESS: _____
Name: _____

**FIERA PRIVATE DEBT FUND V LP,
by its general partner, Fiera Private Debt
Fund GP Inc.**

Per: 
Name: Russell French
ASO

Per: 
Name: Brian Ko
ASO

SALTWIRE NETWORK INC.

Per: _____
Name: _____
Title: _____

BRACE CAPITAL LIMITED

Per: _____
Name: _____
Title: _____

BRACE HOLDINGS LIMITED

Per: _____
Name: _____
Title: _____

**THE MARK LEVER FAMILY TRUST
(2017)**

Per: _____
Name: _____
Title: Trustee

SARAH A. DENNIS

Dated as of the first date written above.

**FIERA PRIVATE DEBT FUND III LP,
by its general partner, Fiera Private Debt
Fund GP Inc.**

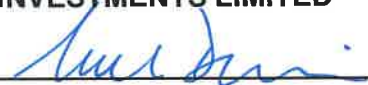
Per: _____
Name: _____
ASO

Per: _____
Name: _____
ASO


THE HALIFAX HERALD LIMITED

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO


G.W.D. INVESTMENTS LIMITED

Per: 
Name: Sarah Dennis
Title: President

**HEADLINE PROMOTIONAL PRODUCTS
LIMITED**

Per: 
Name: MARK LEVER
Title: PRESIDENT

SARAH A. DENNIS FAMILY TRUST (2009)

Per: 
Name: Sarah Dennis
Title: Trustee

TITAN SECURITY & INVESTIGATION INC.

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO


WITNESS: 
Name: Chace Hynes

**FIERA PRIVATE DEBT FUND V LP,
by its general partner, Fiera Private Debt
Fund GP Inc.**


Per: _____
Name: _____
ASO

Per: _____
Name: _____
ASO


SALTWIRE NETWORK INC.

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

BRACE CAPITAL LIMITED

Per: 
Name: MARK LEVER
Title: PRESIDENT

BRACE HOLDINGS LIMITED

Per: 
Name: MARK LEVER
Title: PRESIDENT

**THE MARK LEVER FAMILY TRUST
(2017)**

Per: 
Name: _____
Title: Trustee



SARAH A. DENNIS

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "Z" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



SEVENTH AMENDED AND RESTATED FORBEARANCE AGREEMENT

THIS SEVENTH AMENDED AND RESTATED FORBEARANCE AGREEMENT (as may be further amended, restated, supplemented, replaced, or otherwise modified from time to time, this **"Agreement"**) is made as of January 5, 2023, to be effective as of the 15th of December 2022.

BETWEEN:

FIERA PRIVATE DEBT FUND III LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** ("**Fund III**")

and

FIERA PRIVATE DEBT FUND V LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** ("**Fund V**") and together with Fund III, the "**Lenders**")

and

THE HALIFAX HERALD LIMITED (the "**Herald**")

and

SALTWIRE NETWORK INC. ("**SaltWire**", and together with the Herald the "**Borrowers**")

and

G.W.D. INVESTMENTS LIMITED ("**GWD**")
BRACE CAPITAL LIMITED ("**Brace Capital**")
BRACE HOLDINGS LIMITED ("**Brace Holdings**")
HEADLINE PROMOTIONAL PRODUCTS LIMITED ("**Headline**")
THE MARK LEVER FAMILY TRUST 2017 ("**Lever Trust**")
TITAN SECURITY & INVESTIGATION INC. ("**Titan**")
SARAH A. DENNIS FAMILY TRUST 2009 ("**Dennis Trust**")
SARAH DENNIS ("**Dennis**")

(each individually called a "**Guarantor**", collectively called the "**Guarantors**", and together with the Borrowers, the "**Obligors**")

RECITALS:

- A. Fund III has made available certain credit facilities to the Herald under a loan agreement dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the "**Herald Loan Agreement**").
- B. As of the date hereof, the Herald is indebted to Fund III in the amount of (i) \$8,630,801.53 of outstanding principal and interest pursuant to the terms of the Herald Loan Agreement

and (ii) \$150,592.22 of outstanding PIK Interest pursuant to the terms of the Sixth Amended and Restated Forbearance Agreement (the “**Herald Indebtedness**”).

- C. Pursuant to the terms of the Herald Loan Agreement, the Herald Indebtedness matured on July 19, 2022, and, in the Sixth Amended and Restated Forbearance Agreement (defined below), Fund III, subject in all respects to the terms and conditions of that Agreement, agreed to extend the Maturity Date (as such term is defined in the Herald Loan Agreement) of the Herald Indebtedness to December 15, 2022 and subject to the terms hereof, the Maturity Date (as such term is defined in the Herald Loan Agreement) shall be further extended to April 14, 2023 (the “**New Herald Maturity Date**”).
- D. Fund V has made available certain credit facilities to SaltWire under a loan agreement dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**SaltWire Loan Agreement**” and together with the Herald Loan Agreement, the “**Loan Agreements**”).
- E. As of the date hereof, SaltWire is indebted to Fund V in the amount of (i) \$25,671,189.27 of outstanding principal and interest pursuant to the terms of the SaltWire Loan Agreement and (ii) \$438,180.36 of outstanding PIK Interest pursuant to the terms of the Sixth Amended and Restated Forbearance Agreement (the “**SaltWire Indebtedness**” and together with the Herald Indebtedness, the “**Total Indebtedness**”).
- F. Pursuant to the terms of the SaltWire Loan Agreement, the SaltWire Indebtedness is maturing on April 12, 2025.
- G. Pursuant to the terms of the Herald Loan Agreement, the Obligors have executed and delivered to Fund III the documents listed in Schedule A (Herald Loan & Security Documents) (the “**Herald Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund III that may be outstanding from time to time, including but not limited to the Herald Indebtedness (the “**Herald Loan Obligations**”).
- H. Pursuant to the terms of the SaltWire Loan Agreement, the Obligors have executed and delivered to Fund V the documents listed in Schedule B (SaltWire Loan & Security Documents) (the “**SaltWire Security**”, and together with the Herald Security, the “**Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations of the Obligors to Fund V that may be outstanding from time to time, including but not limited to the SaltWire Indebtedness (the “**SaltWire Loan Obligations**” and together with the Herald Loan Obligations, the “**Obligations**”).
- I. The Guarantors (and the Herald in regards to the SaltWire Loan Obligations and SaltWire in regards to the Herald Loan Obligations) guaranteed the Obligations pursuant to the applicable guarantees set out in Schedule A and Schedule B.
- J. The Obligors and the Lenders entered into a forbearance agreement dated February 28, 2019 and effective as of January 15, 2019 (the “**Original Forbearance Agreement**”).
- K. The Obligors and the Lenders entered into an amended and restated forbearance agreement dated October 2, 2019 and effective as of June 30, 2019 to amend and restate

the Original Forbearance Agreement as provided therein (the “**Amended and Restated Forbearance Agreement**”).

- L. The Obligors and the Lenders entered into a second amended and restated forbearance agreement dated May 19, 2020 and effective as of February 15, 2020 to amend and restate the Amended and Restated Forbearance Agreement as provided therein (the “**Second Amended and Restated Forbearance Agreement**”).
- M. The Obligors and the Lenders entered into a third amended and restated forbearance agreement dated November 2, 2020 and effective as of September 30, 2020 to amend and restate the Second Amended and Restated Forbearance Agreement as provided therein (the “**Third Amended and Restated Forbearance Agreement**”).
- N. The Obligors and the Lenders entered into a fourth amended and restated forbearance agreement dated May 3, 2021 and effective as of March 31, 2021 to amend and restate the Third Amended and Restated Forbearance Agreement as provided therein (the “**Fourth Amended and Restated Forbearance Agreement**”).
- O. The Obligors and the Lenders entered into a fifth amended and restated forbearance agreement dated November 12, 2021, and effective as of October 31, 2021 to amend and restate the Fourth Amended and Restated Forbearance Agreement as provided therein (the “**Fifth Amended and Restated Forbearance Agreement**”).
- P. The Obligors and the Lenders entered into a sixth amended and restated forbearance agreement dated August 9, 2022, and effective as of July 19, 2022 to amend and restate the Fifth Amended and Restated Forbearance Agreement, which was further amended by Amending Agreement No. 1 dated the October 31, 2022 and Amending Agreement No. 2 dated the November 22, 2022 (the “**Sixth Amended and Restated Forbearance Agreement**”) and together with each of the Original Forbearance Agreement, the Amended and Restated Forbearance Agreement, the Second Amended and Restated Forbearance Agreement, the Third Amended and Restated Forbearance Agreement, the Fourth Amended and Restated Forbearance Agreement, and the Fifth Amended and Restated Forbearance Agreement the “**Prior Forbearance Agreements**”).
- Q. Pursuant to Amending Agreement No. 2 to the Sixth Amended and Restated Forbearance Agreement, the Obligors were to pay a \$15,000.00 amendment fee, which was paid in kind as of November 22, 2022 and added to the principal balance of the Herald Indebtedness and the SaltWire Indebtedness as follows: \$3,774.18 to Fund III and \$11,225.82 to Fund V.
- R. The Obligors continue to be in default under the Loan Agreements and the Security, and under the Prior Forbearance Agreements, including but not limited to as follows:
 - (i) Pursuant to Section 4.01 of the Fifth Amended and Restated Forbearance Agreement, the Borrowers were required to make the Sixth Forbearance Minimum Prepayment on or before December 15, 2022 (the “**Sixth Forbearance Prepayment Date**”) to be applied by the Lenders ratably to the Herald Indebtedness and the SaltWire Indebtedness. Notwithstanding section 4.01 of the Sixth Amended and Restated Forbearance Agreement, the Borrowers failed to make the Sixth Forbearance Minimum Prepayment or any portion thereof on, before or after the Sixth Forbearance Prepayment Date.

- (ii) Pursuant to Section 6 of the Amending Agreement No. 1 to the Sixth Amended and Restated Forbearance Agreement, the Lenders waived the requirement of the Borrowers to make their respective scheduled repayments of principal to the Lenders on October 15, 2022 and November 15, 2022 respectively, in accordance with Section 2.02 of the Sixth Amended and Restated Forbearance Agreement, which with respect to the Herald was in the aggregate amount of \$388,188.86 and with respect to SaltWire was in the aggregate amount of \$641,920.52 for October and November (the “**Deferred Principal Payments**”), on the condition that (among other things) the Required Principal Payments be added to the Sixth Forbearance Minimum Prepayment.
- (iii) The Borrowers failed to make their respective scheduled repayments of principal to December 15, 2022, which with respect Herald was in the amount of \$194,842.43 and with respect to SaltWire was in the amount of \$323,185.08 (the “**Required December Principal Payments**”) for December.
- (iv) Pursuant to Section 4.03 of the Sixth Amended and Restated Forbearance Agreement, the Borrowers were required to furnish to the Lenders annual consolidated financial statements of each of the Borrowers, each prepared in accordance with generally accepted accounting principles applied on a consistent basis, as at the end of the applicable year and signed by two (2) officers of the applicable Borrower and audited or reviewed by an external accountant, in accordance with the schedule set out therein. In contravention of Section 4.03 of the Sixth Amended and Restated Forbearance Agreement, the Borrowers have not furnished the 2021 annual financial statements of the Herald to the Lenders.
- (v) Pursuant to Section 4.09 of the Fifth Amended and Restated Forbearance Agreement, no Obligor is permitted to, directly or indirectly, make any payment to any director, officer or employee (i) for compensation for employment services, or (ii) by way of Corporate Distribution, in each case, in excess of (x) ██████████ in aggregate per calendar year to Mark Lever, (y) ██████████ in aggregate per calendar year to more than one other director, officer or employee of any Obligor other than Mark Lever, or (z) ██████████ in aggregate per calendar year to all directors and officers of the Obligors. In contravention of section 4.09 of the Sixth Amended and Restated Forbearance Agreement, payments for compensation for employment services and/or Corporate Distributions were made in 2021 to Mark Lever in the amount of ██████████ and to Sarah Dennis in the amount of ██████████.
- (vi) Pursuant to Section 4.23 of the Sixth Amended and Restated Forbearance Agreement, the Borrowers were to engage and appoint a professional services advisory firm, satisfactory to the Lenders in their sole discretion, on or before October 31, 2022 to advise on the potential sale of the distribution business of the Borrowers (the “**Distribution Business**”). In contravention of Section 4.23 of the Sixth Amended and Restated Forbearance Agreement, the Borrowers have not engaged such professional services advisory firm.
- (vii) In contravention of Subsection 4.04(b) of the Sixth Amended and Restated Forbearance Agreement, the Borrowers did not complete the sale of the Real Property located at 36 Austin Street, St. John’s, Newfoundland and Labrador on or before October 31, 2022.

- (viii) In contravention of Subsection 4.04(b) of the Sixth Amended and Restated Forbearance Agreement, the Borrowers have informed the Lenders that they do not expect to complete the sale of the Real Property located at each of 255 George Street, Sydney, Nova Scotia and 311 Bluewater Road, Bedford, Nova Scotia on or before December 31, 2022.
 - (ix) Pursuant to Subsection 5.1(i) in each of the Loan Agreements, each of the Borrowers and Guarantors are required to pay or cause to be paid all taxes, rates, government fees and dues levied, assessed or imposed upon them. In contravention of Section 5.1(i) of each of the Loan Agreements and of Amending Agreement No.1 to the Sixth Amended and Restated Forbearance Agreement, the Borrowers have advised the Lenders that the HST liabilities owed to Canada Revenue Agency, being Priority Liabilities, remain unpaid and have increased, and are now as follows:
 - (i) For the Herald, \$4,304,628 as of November 28, 2022, representing an increase from the balance of \$3,993,548 owed as of September 28, 2022, and
 - (ii) For SaltWire, \$2,060,285 as of November 28, 2022, representing an increase from the balance of \$2,041,886 as of September 28, 2022.
 - (x) In further contravention of Section 5.1(i) of each of the Loan Agreements, the Borrowers have advised the Lenders that property taxes owed against the Real Property to the applicable municipalities, being Priority Liabilities, are as follows:
 - (i) For the Herald, \$112,656 as of November 28, 2022; and
 - (ii) For SaltWire, \$75,784 as of November 28, 2022.
- S. The Obligors have advised the Lenders that they are pursuing the following strategic initiatives and opportunities to strengthen the financial condition of the Borrowers (collectively, the “**Strategic Initiatives**”):
- (i) sale of the Real Property in accordance with Section 4.04 of this Agreement,
 - (ii) additional equity investments in the Borrowers in accordance with Section 4.05 of this Agreement,
 - (iii) sale of certain additional Property of the Obligors, including, without limitation, partial, divisional or segmented sales, such as the Distribution Business, each in accordance with Section 4.05 of this Agreement, and
 - (iv) settlement, sale or financing of the Transcon Litigation in accordance with Section 4.08 of this Agreement.
- T. The Obligors and the Lenders are entering into this Agreement to amend and restate the Sixth Amended and Restated Forbearance Agreement as provided herein.

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this Agreement, in addition to the terms otherwise defined herein, the following definitions apply:

“Bankruptcy Event” means, relating to any Obligor, that

- (a) it fails to pay or perform its obligations generally as they become due or admits its inability to pay its debts generally,
- (b) it is an insolvent person or commits or threatens to commit an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada),
- (c) a Bankruptcy Proceeding (excluding any Bankruptcy Proceeding instituted against the Obligor that it is contesting in good faith by appropriate proceedings so long as enforcement remains stayed, none of the relief sought is granted (either on an interim or permanent basis), and the Bankruptcy Proceeding is dismissed within 30 days of its commencement), or
- (d) it takes any action to authorize any of the actions set forth in this definition.

“Bankruptcy Proceeding” means, relating to any Obligor, the commencement of any proceeding or the taking of any step, whether voluntary or involuntary or whether instituted by or against that it, under the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), or any other similar legislation of any jurisdiction seeking any of the following or resulting, by operation of law, in the bankruptcy of that Person:

- (a) any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, or other similar relief in respect of any or all of any Obligor’s obligations,
- (b) the winding up, liquidation, or dissolution of any Obligor or all or any part of its businesses, undertaking, properties, and assets,
- (c) any order declaring, finding, or adjudging any Obligor insolvent or bankrupt, or
- (d) the appointment (provisional, interim, or permanent) of any receiver, receiver and manager, trustee, monitor, custodian, liquidator, or other Person with similar powers.

“Business Day” means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.

“Cash Flow Projection” means the weekly cash flow projection prepared by the Borrowers for period through to April 14, 2023 and attached as Schedule G.

“CSO” means David Boyd of PricewaterhouseCoopers Inc., or such other person acceptable to the Lenders in their sole discretion retained as a financial advisor and “chief strategy officer” of the Borrowers for the purposes set out in this Agreement.

“Default” means if

- (a) any Obligor defaults in the payment or performance of any obligation under this Agreement, or any of its Obligations,
- (b) any representation or warranty made by any Obligor in this Agreement, either of the Loan Agreements, the Security or in any certificate or other document at any

time delivered to the Lenders pursuant thereto was incorrect or misleading in any material respect,

- (c) any Obligor denies its obligations under this Agreement, either of the Loan Agreements, or the Security, or claims that any of them is invalid in whole or in part,
- (d) (i) the CSO's engagement is terminated or any terms of engagement relating to the CSO are materially changed without the Lenders' prior written consent in their sole discretion, or (ii) the CSO reports to the Lenders at any time that the Obligors are not exercising good faith efforts to achieve closing or completion of any of the Strategic Initiatives or that any advice of the CSO or requirements of the Lenders are not being followed or pursued in good faith,
- (e) (i) the M&A Advisor's engagement is terminated or any terms of engagement relating to the M&A advisor are materially changed without the Lenders' prior written consent in their sole discretion, or (ii) the M&A Advisor reports to the Lenders at any time that the Obligors are not exercising good faith efforts to achieve closing or completion of the SISP (as defined hereafter),
- (f) the SISP Launch Milestone (as defined hereafter) is not achieved,
- (g) at least one non-binding Offer, acceptable to the Lenders in their sole discretion, is not received by the Bid Deadline (as defined hereafter),
- (h) a Bankruptcy Event occurs relating to any Obligor,
- (i) any Obligor takes any corporate or other action to authorize, or in furtherance of, any of the circumstances listed above, or
- (j) the accrual of any additional HST arrears owed to Canada Revenue Agency.

"Forbearance Period" means the period from the execution and delivery by the Obligors of this Agreement and ending upon the earlier of

- (a) the close of business on April 14, 2023 unless extended by the Lenders in their sole and absolute discretion; and
- (b) the termination of such period by the Lenders in accordance with the terms of this Agreement.

"Governmental Authority" means (a) the government of Canada or any other nation, whether federal, provincial, state, municipal, local, or other government or public department, (b) any central bank, court, tribunal, arbitral body, regulatory body (including any stock exchange), commission (including any securities commission), board, bureau, agency, authority, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, any of the foregoing, and (c) any subdivision of any of the foregoing.

"Limited Guarantor" means an Obligor that is only required to have provided a Limited Recourse Guarantee and Pledge Agreement pursuant to the terms of the Loan Agreements or either of them.

"M&A Advisor" means PricewaterhouseCoopers Corporate Finance Inc.

“Notice” means any notice, request, direction, or other document that a party can or must make or give under this Agreement.

“Person” includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.

“Priority Liabilities” mean any and all HST liabilities, source deduction liabilities, or any other liabilities of each of the Obligors in each case that may rank in priority to the Security.

“Seventh Forbearance Minimum Prepayment” means the amount required to be prepaid on or before the expiry of the Forbearance Period by the Borrowers in accordance with Schedules C and D respectively, as such Schedules may be updated, amended or replaced from time to time by the Lenders (which, absent manifest error, shall govern at all times the outstanding amount of the Seventh Forbearance Minimum Prepayment). For greater certainty, the Seventh Forbearance Minimum Prepayment includes the Sixth Forbearance Minimum Prepayment as defined under the Sixth Amended and Restated Forbearance Agreement, the Deferred Principal Payments, the Required Principal Payments and all additional amounts deferred under this Agreement.

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the Loan Agreements and the Prior Forbearance Agreements.

1.02 Currency

Unless specified otherwise, all dollar amounts expressed in this Agreement refer to Canadian currency.

1.03 Headings

The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.

1.04 Internal references

References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement.

1.05 Number and gender

Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.

1.06 Calculation of time

In this Agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. Eastern Time on the last day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. Eastern Time on the next Business Day.

1.07 Construction of terms

The parties have each participated in settling the terms of this Agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this Agreement.

1.08 Amendment, Restatement and Novation

This Agreement amends, restates, supersedes and replaces the Sixth Amended and Restated Forbearance Agreement in its entirety and is not a novation with respect to the Sixth Amended and Restated Forbearance Agreement.

ARTICLE 2 FORBEARANCE

2.01 Forbearance Period

Except as otherwise specifically provided in this Agreement, during the Forbearance Period the Lenders shall refrain from further enforcing their rights and remedies under the Loan Agreements and the Security. Following the Forbearance Period, the Lenders will have no obligations under this Agreement.

2.02 Repayment of Indebtedness

- (a) Notwithstanding Schedule "H" (Repayment Schedule) of the Herald Loan Agreement, notwithstanding any prepayment made towards the Seventh Forbearance Minimum Prepayment made as required pursuant to the terms of section 4.01 hereof, and subject to the provisions of section 2.02(c) hereof, the Herald shall be required to make payments in respect of the Herald Indebtedness in accordance with the repayment schedule attached hereto as Schedule C (Herald Forbearance Repayment Schedule) from the date of this Agreement until April 14, 2023, at which time the full amount of the Herald Indebtedness shall be due and payable in immediately available funds.
- (b) Notwithstanding Schedule "H" (Repayment Schedule) of the SaltWire Loan Agreement, notwithstanding any prepayment made towards the Seventh Forbearance Minimum Prepayment made as required pursuant to the terms of section 4.01 hereof, and subject to the provisions of section 2.02(c) hereof, SaltWire shall be required to make payments in respect of the SaltWire Indebtedness in accordance with the repayment schedule attached hereto as Schedule D (SaltWire Forbearance Repayment Schedule) from the date of this Agreement until April 14, 2023, at which time the repayment schedule set out in Schedule "H" of the SaltWire Loan Agreement will resume unless Fund V, in its sole discretion, has otherwise agreed in writing to an alternative repayment schedule.
- (c) Each of the Obligors acknowledge and confirm that the repayment schedules set out in Schedules C and D of this Agreement represent payments in the amount of 100% of the monthly principal payment due by each Borrower pursuant to Schedule "H" of each of the Loan Agreements and that the Lenders have agreed to a postponement of 100% of each monthly principal (only) payments due by each Borrower pursuant to Schedule "H" of each of the Loan Agreements solely upon the terms and conditions of this Agreement. Each of Schedules C and D of this Agreement shall reflect such amounts only so long as no Default has occurred that is continuing and has not been waived by the Lenders, and all deferred amounts shall be added to (and result in a dollar for dollar increase of) the Seventh Forbearance Minimum Prepayment and shall be subject at all times to the provisions of this Agreement relating thereto.

From time to time following payment being made by the Borrowers in accordance with subsections 2.02(a) and 2.02(b) above, or following payment being made by the Borrowers of any prepayment made towards the Seventh Forbearance Minimum Prepayment in accordance with section 4.01 below, and upon request by the Borrowers, the Lenders will provide a current accounting of the outstanding Obligations of the Borrowers taking into account any such payments and of the Property Tax Reserve Account as of the date of such accounting.

2.03 Calculation of Financial Covenants

During the Forbearance Period:

- (a) calculation of the financial covenants set out in sections 5.3(a) (“**Quick Ratio**”), 5.3(b) (“**Total Funded Debt to EBITDA Ratio**”) and 5.3(c) (“**Debt Service Coverage Ratio**”) of each of the Loan Agreements shall be suspended,
- (b) the Borrowers’ trailing twelve-month EBITDA, on a consolidated basis and calculated monthly, shall not be less than:
 - (i) \$4,220,000 as of November 30, 2022;
 - (ii) \$4,300,000 as of December 31, 2022 and each month thereafter through to May 31, 2023; and
 - (iii) \$6,000,000 as of June 30, 2023, and
- (c) the Borrowers’ cumulative net cash flow for any given week shall not vary unfavourably from the cumulative net cash flow in the Cash Flow Projection by more than 15%.

ARTICLE 3 OBLIGORS’ REPRESENTATIONS AND WARRANTIES

Each Obligor jointly and severally represents and warrants to the Lenders that each of the representations and warranties contained in Article 2.00 of each of the Loan Agreements are true and correct as of the date hereof. Each Obligor further jointly and severally represents and warrants to the Lenders as follows, acknowledging that the Lenders are relying on these representations and warranties:

3.01 Existence

If it is a corporation, it is a corporation incorporated and existing under the laws of the jurisdiction of its incorporation.

3.02 Power and capacity

If it is a corporation, it has the corporate power and capacity to carry on business, to own properties and assets, and to execute, deliver, and perform its obligations under this Agreement.

3.03 Authorization

If it is a corporation, it has taken all necessary corporate action to authorize its execution and delivery of, and the performance of its obligations under, this Agreement.

3.04 Execution and delivery

It has duly executed and delivered this Agreement.

3.05 Enforceability

This Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms.

3.06 No breach

The execution, delivery, and performance of its obligations under this Agreement do not and will not breach or result in a default under

- (a) if applicable, its memorandum of association, articles of association, by-laws, or any shareholders agreement to which it is a party,
- (b) any law to which it is subject,
- (c) any judgment, order, or decree of any court, agency, tribunal, arbitrator, or other authority to which it is subject, or
- (d) any agreement to which it is a party or by which it is bound.

3.07 No regulatory approvals required

It is not required to obtain any action, approval, authorization, consent, or order of, or make any filing, registration, qualification, or recording with, any Governmental Authority or any other Person in connection with the execution or delivery of, or the performance of its obligations under, this Agreement

3.08 Permits and other authorizations

It holds all necessary permits and other authorizations necessary to own, lease, and operate its properties and to conduct its business as it is now carried on.

3.09 Bankruptcy, etc.

No proceedings have been taken or authorized by it or, to its knowledge, by any other Person relating to its bankruptcy, insolvency, liquidation, dissolution, or winding up.

3.10 Books and records, etc.

It has disclosed to the Lenders all information relating to the Obligors and their respective businesses, assets, and financial condition to the date of this Agreement that may be relevant. All of the books and records of the Obligors provided as of the date of this Agreement are true and complete in all respects.

3.11 Priority Liabilities

Other than as disclosed to the Lenders pursuant to the terms of this Agreement, all Priority Liabilities of each of the Obligor are current and not in arrears.

3.12 No barrier to entering into this Agreement

It is not aware of any fact, event, circumstance, or condition relating to any other Obligor that may cause the Lenders not to enter into or accept any of the terms of this Agreement.

ARTICLE 4 OBLIGORS' COVENANTS

Until the payment and performance of all of the Obligations in full, each Obligor jointly and severally covenants with the Lenders to comply with each and every covenant contained in Article 5 of each of the Loan Agreements (each as amended) and as follows, acknowledging that the Lenders are relying on these covenants:

4.01 Seventh Forbearance Minimum Prepayment

- (a) Notwithstanding section 3.10 of each of the Loan Agreements, the Borrowers shall make a prepayment in an amount of no less than the Seventh Forbearance Minimum Prepayment on or before the expiry of the Forbearance Period, to be applied by the Lenders ratably to the Herald Indebtedness and the SaltWire Indebtedness. For clarity, the Seventh Forbearance Minimum Prepayment may be paid in whole or in part prior to the expiry of the Forbearance Period (resulting in the Lenders providing in due course an updated version of each of Schedule C and D) but shall be paid in full on or before the expiry of the Forbearance Period. The Lenders shall waive any prepayment penalties applicable to the Seventh Forbearance Minimum Prepayment pursuant to section 3.10(b) of each of the Loan Agreements.
- (b) From December 16, 2022, interest shall accrue on all unpaid amounts of the Seventh Forbearance Minimum Prepayment the rate set out in Section 3.7 of each of the Loan Agreements plus 2.50%.

4.02 Strategic Initiatives

- (a) During the Forbearance Period, the Borrowers shall work, with the assistance of and advice of the CSO, to diligently pursue the Strategic Initiatives such that at least one or more of the Strategic Initiatives generating sufficient capital to pay the Seventh Forbearance Minimum Prepayment shall have been successfully closed effective on or before the expiry of the Forbearance Period.
- (b) The CSO's scope of engagement shall include to assist and advise the Obligor on prudent and market steps and approach to take to achieve successful completion of the Strategic Initiatives prior to the expiry of the Forbearance Period and other such initiatives to affect a full and final repayment and satisfaction of the Obligations prior to the respective Maturity Dates pursuant to the terms of each of the Loan Agreements (as amended). The Obligor shall make arrangements reasonably required to permit the Lenders' nominee and Lenders' financial and / or legal advisors to attend any meetings with the CSO, either in person, or at the Lenders' option, by telephone or other electronic means. The Obligor shall cause

the CSO to deliver regular reports (oral and / or written on such intervals determined by the Lenders in their sole discretion) directly to the Lenders regarding progress on each of the Strategic Initiatives and any and all other duties being performed by the CSO. The Lenders shall be entitled to directly discuss with the CSO the progress on any of the Strategic Initiatives and any and all other duties being performed by the CSO.

- (c) To assist with the Borrowers’ efforts to achieve successful closing of the Refinancing, the Borrowers shall, as and when instructed by the Lenders in their sole discretion, retain an operational consultant (the “OC”) on terms (including but not limited to compensation structure) satisfactory to the Lenders in their sole discretion. The OC’s scope of engagement and primary initial responsibility shall include to assist with finding operational efficiencies within the business of the Obligors and increase the Borrowers’ consolidated EBITDA, each to assist with achieving the Refinancing. The Obligors shall make arrangements reasonably required to permit the Lenders’ nominee to attend any meetings with the OC, either in person, or at the Lenders’ option, by telephone or other electronic means. The Obligors shall cause the OC to deliver regular reports (oral and/or written on such intervals determined by the Lenders in their sole discretion) directly to the Lenders regarding progress on the Refinancing and any and all other duties being performed by the OC. The Lenders shall be entitled to directly discuss with the OC the progress on the Refinancing and any and all other duties being performed by the OC. The Obligors shall also cause to be delivered to the Lenders all term sheets, commitment letters, letter of intents, exclusivity agreements or any other forms of offers or proposals in any way relating to any potential Refinancing forthwith upon receipt by the applicable Obligor or Obligors.

4.03 Financial Reporting

- (a) The Borrowers shall furnish to the Lenders annual consolidated financial statements of each of the Borrowers, each prepared in accordance with generally accepted accounting principles applied on a consistent basis, as at the end of the applicable year and signed by two (2) officers of the applicable Borrower, in accordance with the following schedule and external accountant assurance level requirements:

APPLICABLE FINANCIAL STATEMENTS	MINIMUM REQUIRED LEVEL OF ASSURANCE	DUE DATE
Herald, year ended December 31, 2021 and pension plan	Review engagement	January 31, 2023
Herald, year ended December 31, 2022	Review engagement	April 30, 2023
SaltWire, year ended December 31, 2020	Review engagement	January 31, 2023
SaltWire, year ended December 31, 2021	Review engagement	January 31, 2023
SaltWire, year ended December 31, 2022	Review engagement	April 30, 2023

For certainty, other than as specifically set out above, at all other times, the Borrowers shall deliver audited financial statements in accordance with their obligations and covenants pursuant to the provisions of each of the Loan Agreements.

- (b) By 5:00 p.m. Eastern Time on the Wednesday of each week, the Borrowers shall provide to the Lenders a report of the actual cash receipts and disbursements for the prior week and shall include management discussion and analysis of any material variances from the Cash Flow Projection.
- (c) Within thirty (30) days after the end of each fiscal month, the Borrowers shall deliver to the Lenders:
 - (i) Internally prepared financial statements (including income statement, balance sheet and schedule of capital expenditures) for such month and the portion of the fiscal year through to the end of such month, and shall include management discussion and analysis of any material variances in the financial results in such month from the recent financial projection presented to the Lenders and from the prior fiscal year, and
 - (ii) Online statements of account for each of the Borrowers from Canada Revenue Agency.
- (d) Within five (5) Business Days of receipt, the Borrowers shall provide to the Lenders copies of any and all communications received by any Obligor from the Canada Revenue Agency, including, but not limited, all statements of accounts, notices of assessment, etc.

4.04 Real Property Matters

- (a) Notwithstanding section 5.2 (a) of each of the Loan Agreements, the Obligors, shall continue to engage a real estate brokerage acceptable to the Lenders, the CSO and the M&A Advisor pursuant to a listing agreement (the “**Agent**”), to list certain Real Property acceptable to the Lenders, in their sole discretion, for sale including, without limitation, the Real Property listed in Schedule E attached hereto (which may be updated by the Lenders from time to time in their sole discretion) (each a “**Sale Property**” and collectively, the “**Sale Properties**”). For certainty, the Lenders may, in their sole discretion, at any time require that each of the Borrowers list for sale any Real Property that is not already a Sale Property by providing the applicable Borrower with written Notice of such requirement (“**Sale Requirement Notice**”). Upon receipt of a Sale Requirement Notice, each Borrower covenants and agrees to list the Real Property specified therein for sale promptly, at a minimum sale price satisfactory to the Lenders, in their sole discretion, and otherwise in accordance with the terms and conditions of this Agreement. The Agent shall be provided irrevocable authorization and direction to:
 - (i) immediately provide copies of all offers to purchase the Sale Properties received by the Agent to the Lenders;
 - (ii) freely communicate with the Lenders (without any restriction) and provide full disclosure of all aspects of the marketing process to the Lenders in a complete and timely manner; and

- (iii) direct that the net proceeds from any sale of Real Property be paid to either Lender,

provided that, no sale of a Sale Property may be effected without the prior written consent of the Lenders in their sole discretion and the Lenders may, in their sole discretion if they have approved the terms and conditions of a sale of a Sale Property, direct net proceeds of any such sale to be (x) applied to reduce the SaltWire Indebtedness, (y) applied to reduce the Herald Indebtedness, or (z) applied as they otherwise see fit.

- (b) No less than monthly and at any more frequent time as requested by the Lenders, the Obligors shall provide to the Lenders and their financial and legal advisors a reporting of the status of the sales and marketing of each of the Sale Properties.
- (c) As a condition precedent to this agreement, the Obligors shall (i) a lump sum of \$55,000 to the Lenders' property tax reserve account (the "**PTR Account**") which will be applied by the Lenders toward outstanding property taxes with respect to the properties listed in Schedule "B" and "E"; (ii) continue to pay a monthly property tax reserve amount directly to the PTR Account to be applied by Lenders against any outstanding property taxes owing on the properties listed in Schedule "B" and "E"; (iii) hereby consent and agree to the Lenders making the payments against any outstanding property taxes as contemplated above, and notwithstanding such payments, acknowledge and agree the Lenders' payment of the outstanding property taxes does not diminish or obviate the responsibility of the Obligors to pay such amounts, and (iv) acknowledge and agree that the amounts paid to the PTR Account shall be subject to the Lenders' Security and included within the description of "all present and after acquired personal property" as referred to in the Lenders' General Security Agreements listed in Schedule "A" and "B".
- (d) Within five (5) Business Days of receipt, the Borrowers shall provide to the Lenders copies of any and all communications received by any Obligor from any municipality in respect of any Real Property, including, but not limited, all statements of accounts, notices of assessment, etc.

4.05 Sale and Investment Solicitation Process

- (a) The Obligors shall act in good faith, with the assistance and advice of the CSO and the M&A Advisor, to obtain *bona fide* offers and proposals through a sale and investment solicitation process (the "**SISP**") involving the Distribution Business.
- (b) As a condition precedent to the effectiveness of this Agreement, the Borrowers shall retain the M&A Advisor on terms (including but not limited to compensation structure) satisfactory to the Lenders in their sole discretion. The M&A Advisor's scope of engagement shall include to assist and advise the Obligors on prudent and market steps and approach for the SISP.
- (c) The Obligors shall make arrangements reasonably required to permit the Lenders' nominee and Lenders' financial and / or legal advisors to attend any meetings with the M&A Advisor, either in person, or at the Lenders' option, by telephone or other electronic means. The Obligors shall cause the M&A Advisor to deliver regular reports (oral and / or written on such intervals determined by the Lenders in their sole discretion) directly to the Lenders regarding progress on the SISP and any

and all other duties being performed by the M&A Advisor. The Lenders shall be entitled to directly discuss with the M&A Advisor the progress on the SISP and any and all other duties being performed by the M&A Advisor.

- (d) The Obligors shall cause the M&A Advisor to have completed preparation of a confidential information memorandum (the "**CIM**"), a virtual data room and such other marketing material necessary to support the SISP and to have begun approaching prospective purchasers by no later than February 10, 2023 (the "**SISP Launch Milestone**"). The Obligors shall cause the M&A Advisor provide copies of all marketing materials (including, without limitation, the CIM) to the Lenders.
- (e) Immediately upon receipt, the Obligors shall also cause to be delivered to the Lenders and their financial and legal advisors copies of all offers (each an "**Offer**"), including any term sheet, commitment letter, letter of intent, exclusivity agreement or any other forms of offer or proposal. Within two (2) Business Days of the receipt of an Offer, the Obligors and the Lenders agree to meet to discuss the terms of such Offer. After such time and regardless of whether such Offer is acceptable to the Obligor, the Lender shall be permitted to communicate directly with the party making such Offer. The Lenders' prior written consent, which shall not be unreasonably withheld shall also be required prior to (y) any Obligor accepting, responding to or finalizing any Offer, and (z) the entering into by the applicable Obligor of the agreements, instruments and transactions required to consummate such Offer (collectively, the "**Consummating Transactions**"). By execution of this Agreement, the Obligors hereby provide the Lenders with irrevocable authorization and direction to direct all proceeds (net of the success fee payable to the M&A Advisor pursuant to the engagement letter dated December 23, 2022) from any Offer and the corresponding Consummating Transactions as they see fit.
- (f) The submission deadline for Offers in the SISP shall be no later than March 24, 2023 (the "**Bid Deadline**").
- (g) Without limiting the generality of the provisions of section 4.05(e) above, prior to accepting any Offer or otherwise committing in any way to effect or consummate any Consummating Transaction, the Borrowers shall deliver to the Lenders an analysis of the projected impact on the EBITDA and ongoing business of the applicable Obligor of any proposed sale to be affected by any Consummating Transaction. Such analysis shall be acceptable in form and substance to the Lenders in their sole and reasonable discretion prior to the applicable Obligor accepting any Offer or otherwise committing in any way to effect or consummate the applicable Consummating Transaction.

4.06 PIK Interest

Notwithstanding section 3.7 of each of the Loan Agreements and the default by the Borrowers under each of the Loan Agreements:

- (a) PIK Interest accrued prior to the date of this Agreement pursuant to the terms of any of the Prior Forbearance Agreements is acknowledged and confirmed by the Obligors to constitute a part of the outstanding principal amount of the Herald Indebtedness and SaltWire Indebtedness, as applicable, for all purposes (except that interest shall not accrue on such portion thereof comprised of PIK Interest); and

- (b) Commencing on July 20, 2022, PIK Interest shall accrue on the Herald Indebtedness and SaltWire Indebtedness and be payable by each Borrower, as applicable, in cash on the fifteenth (15th) day of each and every month during the Forbearance Period.

4.07 Access to Meetings

The Obligors shall provide access to any person designated by the Lenders including their financial and legal advisors to attend, as an observer, board, leadership and strategic meetings of the officers or directors of each of the Obligors (the “**Leadership Meetings**”). Each Obligor shall deliver to the Lenders all notices consents, minutes, documents and other information and materials that each Obligor sends to the officers or directors of the Obligors in connection with the Leadership Meetings at the same time as such items are delivered to the officers or directors of the applicable Obligor. The Obligors shall make arrangements reasonably required to permit the Lenders’ nominee, financial or legal advisors to be present, or observe Leadership Meetings in person, or at the Lenders’ option, by telephone or other electronic means. The Lenders’ nominee shall be permitted to take notes at any Leadership Meeting.

4.08 Transcontinental Damages

- (a) With the assistance and advice of the CSO, SaltWire shall make good faith efforts to settle the claim brought by SaltWire against Transcontinental Nova Scotia Media Inc. (“**Transcon**”) in the Nova Scotia Supreme Court for breach by Transcon of (x) the purchase agreement between SaltWire and Transcon dated April 12, 2017 (the “**Transcon Purchase Agreement**”), and (y) the VTB promissory note issued by SaltWire to Transcon in connection with the Transcon Purchase Agreement (the “**Transcon Litigation**”).
- (b) With the assistance and advice of the CSO, SaltWire shall act in good faith to obtain *bona fide* offers and proposals in respect of a sale or financing of the Transcon Litigation on terms and conditions satisfactory to the Lenders in their sole discretion. SaltWire shall immediately provide copies of all proposals received by SaltWire to the Lenders and the CSO, including, without limitation, any term sheet, commitment letter, letter of intent, exclusivity agreement or any other form of offer or proposal as to the sale of the Transcon Litigation (each a “**Purchase Offer**”). The Lenders’ prior written consent shall be required prior to (y) Saltwire accepting, responding to or finalizing any Purchase Offer, and (z) the entering into by SaltWire of the agreements, instruments and transactions required to consummate such Purchase Offer.
- (c) SaltWire, with the assistance of the CSO, shall provide the Lenders and their financial and legal advisors (i) a status update on the last Business Day of each calendar month, and (ii) a copy (if written) or a reporting (if oral) of any and all communications sent, received or otherwise occurring in relation to the Transcon Litigation, including but not limited to any and all Purchase Offers and any and all formal settlement offers (each a “**Settlement Offer**”) promptly upon receipt or occurrence thereof. With respect to any and all Purchase Offers and Settlement Offers, the Obligors acknowledge, covenant and agree to and in favour of the Lenders as follows:
 - (i) The Lender’s prior written consent, which shall not be unreasonably withheld, shall be required prior to SaltWire (or any other Obligor or agent

or representative on behalf of any of the Obligor(s) accepting, responding to or finalizing any Purchase Offer or Settlement Offer; and

- (ii) By execution of this Agreement, SaltWire (or any other Obligor or agent or representative on behalf of any of the Obligor(s)) hereby provides the Lender with irrevocable authorization and direction to direct all net proceeds from any Purchase Offer or Settlement Offer as they see fit.

4.09 Management Compensation and Reporting

- (a) Notwithstanding section 5.2 (e) of each of the Loan Agreements, during the Forbearance Period no Obligor shall, directly or indirectly, make any payment to any director, officer, equity holder or employee: (i) for compensation for employment services; or (ii) by way of Corporate Distribution (together, “**Compensation**”); in each case, in excess of (x) ██████████ in aggregate per calendar year to Mark Lever, (y) ██████████ in aggregate per calendar year to Sarah Denis, and (z) ██████████ in aggregate per calendar year to all other directors, officers, or equity holders. Mark Lever and Sarah Denis may draw down shareholder loan liability balances from any of the Obligor(s), or related parties to the Obligor(s), each at the same annual limits set out above in lieu of employment income. The combination of employment income and shareholder loan repayments shall not exceed the respective individual limits noted.
- (b) The Borrowers shall deliver to the Lenders on or before February 28, 2023, (i) certified copies of the T4s filed with Canada Revenue Agency for the 2022 calendar year for all directors and officers of each Obligor and (ii) a certificate executed by an officer or director of each of the Obligor(s) certifying (x) any and all direct or indirect payments (including any draw downs of shareholder loans contemplated under Section 4.09(a)) made to any officer, director, employee or equity holder of any Obligor and (y) compliance by all Obligor(s) with the provisions of Section 4.09(a) of this Agreement.
- (c) The Borrowers shall deliver to the Lenders within 30 calendar days of each fiscal quarter end of the Obligor(s), certified copies of the quarterly year to date payroll and corporate records of each Obligor showing all direct and indirect Compensation and any and all other forms of compensation or payments to made to any and all directors, officers, equity holders and employees of each Obligor, including, for certainty, Mark Lever and Sarah Dennis and any person Controlled by them.
- (d) Any reference in this Agreement to any employee, officer, director or equity holder of any Obligor shall also mean any person related to any such employee, officer, director or equity holder of any Obligor.

4.10 Payment of all amounts when due

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid to the Lenders when due any and all amounts required by this Agreement, the Loan Agreements, or the Security.

4.11 Transparency

Each Obligor shall, at all times, keep the Lenders fully informed and advised of any and all communications and discussions with potential investors in, or purchasers of assets in, its

business or assets, including, without limitation, with respect to each of the Strategic Initiatives and the Refinancing.

4.12 Insurance

Each Obligor shall maintain in good standing all of its insurance policies as reasonably required by the Lenders under the Loan Agreements and the Security from time to time.

4.13 Inspections

Each Obligor shall:

- (a) permit the Lenders and their representatives at any time to inspect, and make copies and summaries of, its books of account, records, and documents, make any enquiries to verify any entries in its books of account, records, and documents; and
- (b) provide the Lenders with all reports that the Lenders may reasonably require (including reports on all relevant sales, purchases, receipts, deposits, payments, contracts, or agreements), and assist the Lenders with the preparation of any reports that the Lenders are required to make.

4.14 No transfer of assets

No Obligor shall transfer any asset to any Person except or specifically contemplated and permitted in accordance with the terms hereof. This covenant shall only apply to any Limited Guarantor in regards to the securities pledged in favour of the Lenders by such Limited Guarantor pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.15 No unauthorized payments or intergroup advances

Except as specifically contemplated and permitted pursuant to the terms hereof, each Obligor (other than a Limited Guarantor) shall refrain from (i) declaring any dividends, (ii) making any capital expenditures, (iii) making any intercompany or intergroup transfers of any tax refund, credit, or re-imbusement, including but not limited to any "media tax credits", or (iv) selling, transferring, releasing, settling, assigning, or moving any of its property or assets. Each Obligor (other than a Limited Guarantor) shall also refrain from (x) making any purchases or payments outside the ordinary course of business, (y) incurring any expenses or liabilities outside the ordinary course of business, or (z) granting any bonuses or salary increases to employees outside of the ordinary course of business in accordance with past practice of the Obligors (and in any event only in compliance with all applicable covenants under the Loan Agreements and the Security); *provided that* no bonuses, salary increases or other forms of compensation may be granted to any directors, officers or equity holders of any Obligor without the prior written consent of the Lenders in their sole discretion. Each Limited Guarantor shall refrain from selling, transferring, releasing, settling or assigning any of the securities pledged in favour of either of the Lenders pursuant to the terms of the Limited Recourse Guarantee and Pledge Agreements granted by such Limited Guarantor.

4.16 No material changes

No Obligor shall change its name, its jurisdiction of incorporation or location of chief executive office or its fiscal year or effect a material change in the nature and character of its business.

4.17 No loans, etc.

No Obligor shall make or provide the benefit of any loan, facility, guarantee, letter of credit, advance, or other financing or amount provided by either of the Lenders to or on behalf of any Obligor, whether before, on, or after the date of this Agreement, in favour of any Person.

4.18 No merger

- (a) No Obligor shall consolidate, amalgamate, or merge with any other Person.
- (b) No Obligor (other than a Limited Guarantor) shall:
 - (i) acquire the shares of any Person outside of the ordinary course of its business, or
 - (ii) invest in, lend money to, guarantee, provide any financial assistance, or assume the indebtedness of any Person otherwise than by way of credit or advances in the ordinary course of their business in respect of goods or services required or provided by them.

4.19 No change to share capital

No Obligor (other than a Limited Guarantor) shall:

- (a) increase, reduce, change, classify or reclassify its authorized or issued capital or, except as specifically contemplated and permitted pursuant to the terms of this Agreement, issue any additional shares thereof; or
- (b) purchase, redeem, acquire or retire any of its shares.

4.20 Priority Liabilities

Each Obligor shall, at all times, keep the Lenders fully informed and advised of the status of any outstanding Priority Liabilities.

4.21 Forbearance Fee

As a condition precedent to the effectiveness of this Agreement, the Borrowers shall pay to the Lenders for their ratable benefit a forbearance fee in the amount of \$25,000 (the "Forbearance Fee"). For each Business Day from December 23, 2022 until this Agreement is effective, the Forbearance Fee shall be increased \$500.

4.22 Herald Indebtedness Maturity Extension Fee

As a condition precedent to the effectiveness of this Agreement, the Herald shall to Fund III a maturity extension fee in the amount of \$26,065 (the "**Maturity Extension Fee**").

4.23 Previous Amendment Fee

As a condition precedent to the effectiveness of this Agreement, the Borrowers shall pay to the Lenders the amount of \$15,000 in cash (the "**Previous Amendment Fee**") that was required to be paid under Amending Agreement No. 2 to the Sixth Amended and Restated Forbearance

Agreement. The Previous Amendment Fee shall be applied by the Lenders rateably to the Herald Indebtedness and the SaltWire Indebtedness.

4.24 Cash Sweep

Notwithstanding any clause in the Loan Agreements and in consideration of the postponement of regular principal payments due and owing under the Loan Agreements during the Forbearance Period, any excess cash of the Borrower in excess of \$1,000,000 shall be paid to the Lenders, unless agreed otherwise by the Lenders, within three (3) Business Days and applied towards the Seventh Forbearance Minimum Prepayment.

ARTICLE 5 OBLIGORS' ACKNOWLEDGEMENTS

Each Obligor acknowledges, confirms and agrees to the Lenders as follows:

5.01 Borrowers in default

Each of the Obligors acknowledge that each of the Borrowers is in default (and therefore, by implication, all of the Obligors are in default) under each of the Loan Agreements and the Security. The Lenders are entitled to exercise all of their rights and remedies under each of the Loan Agreements and the Security.

5.02 Security valid and enforceable

The Security is fully valid and enforceable by the Lenders against each party to the Security in accordance with its terms.

5.03 Lenders' reasonable notice

The Lenders have provided reasonable notice to each of the Obligors in respect of the exercise of their rights and remedies under each of the Loan Agreements and the Security.

5.04 Lenders' Demand and NITES and Obligors' consents

- (a) Each of the Obligors acknowledges prior receipt from each of the Lenders of demand for repayment of the Obligations (the "**Demand Letters**") along with notice of intention to enforce security issued in accordance with section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), a copy of which is attached at Schedule F hereto (the "**NITES**"). Each of the Obligors hereby (i) waives its right to the ten (10) day notice period under section 244(2) of the *Bankruptcy and Insolvency Act* (Canada) and consents to immediate enforcement of the Security by the Lenders and (ii) acknowledges and agrees that, subject to section 2.01 above, the Lenders are entitled to immediately enforce on the Security.
- (b) Each of the Obligors acknowledge and agree that the Demand Letters and NITES were validly delivered by the Lenders and shall remain in full force and effect throughout the Forbearance Period and that the Lenders have not, and will not be deemed to have waived, varied, altered or withdrawn same by virtue of entering into this Agreement or otherwise. Each of the Obligors further acknowledges, consents, and confirms that the Lenders may continue to rely on the Demand

Letters and NITES and the Lenders shall be entitled to act on same in respect of all of the Obligations and all of the Security without the need to issue any further, refreshed or new demand or notice of intention to enforce security.

5.05 Waiver of claims

To the extent permitted by law, each Obligor waives any defences and claims against each of the Lenders in connection with the exercise of their rights and remedies under this Agreement, the Loan Agreements, or the Security.

5.06 Compliance with Loan Agreement and Security

Subject to the terms of this Agreement, each Obligor has fully complied with, and shall in the future continue to fully comply with, all of the covenants contained in Article 5 of the Loan Agreements and all other obligations, covenants and conditions set out in the Loan Agreements and the Security (except as otherwise provided in this Agreement), including, without limitation, the quarterly reporting covenants set out at Section 5.1(e)(ii) and Section 5.1(e)(iii) of the Loan Agreements and the requirement that the Borrowers provide the Lenders, within fifteen (15) calendar days after the end of each month, with unaudited financial statements of Brace Holdings Limited (on a fully combined basis), prepared in accordance with generally accepted accounting principles applied on a consistent basis.

ARTICLE 6

TERMINATION OF FORBEARANCE PERIOD AND CONSENT TO RECEIVERSHIP

6.01 Termination

Upon the occurrence of any Default at any time during the Forbearance Period or upon the expiry of the Forbearance Period, unless the Obligors have cured all defaults under each of the Loan Agreements to the Lenders' satisfaction, in their sole discretion:

- (a) all of the Obligations, including all of the Indebtedness and all other amounts payable under this Agreement and any amounts incurred or arising in connection with the Loan Agreements and the Security, will become immediately due and payable without Notice;
- (b) the Lenders may immediately exercise any rights or remedies available to them under the Loan Agreements and the Security, and each Obligor shall
 - (i) perform and make payment in full of all of their respective Obligations that remain outstanding at that time (including all the Indebtedness, together with accrued and accruing interest and related costs and expenses) without any further Notice, or
 - (ii) consent to the Lenders' immediate enforcement of all of the Security to which it is a party (including the appointment of a trustee in bankruptcy, the appointment of an agent, a receiver, a manager, or a receiver and manager, as the Lenders may see fit in their sole absolute discretion without any further Notice).

6.02 Consent to Appointment of a Receiver

- (a) Without limiting the generality of section 6.01 above, each of the Obligors agrees it will not oppose, and hereby consents to, any application by the Lenders, or either of them, following the termination or expiry of the Forbearance Period seeking the appointment of a receiver or receiver-manager (a “**Receiver**”) over all or any part of the Collateral. Each of the Obligors agrees to fully cooperate with and assist the Lenders in the Lenders’ enforcement of their rights and remedies and consents to any party that the Lenders may seek to appoint in their sole discretion being appointed as Receiver and that the Lenders may rely upon this consent to the appointment of a Receiver and same can be pleaded in any application to appoint a Receiver, as the Lenders may initiate.
- (b) Each of the Obligors acknowledges and confirms that the Lenders shall be unaffected in all respects by any attempt by them, or any of them, to seek protection from creditors, whether pursuant to the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada) or any other legislation allowing a debtor to seek creditor protection. The Lenders shall be allowed to rely upon the provisions hereof as evidence that any stay imposed on the Lenders shall be lifted and the Lenders can plead the provisions hereof as evidence of such consent.

ARTICLE 7 RIGHTS AND REMEDIES

7.01 Indemnity

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid, and shall indemnify each of the Lenders against, all reasonable costs incurred relating to:

- (a) any financing statements, financing change statements and notices of security interest filed relating to the Loan Agreements, the exercising of any or all of the Lenders’ rights or remedies under this Agreement, the Loan Agreements, or the Security, the taking, recovering or possessing of any or all of the assets of the Obligors, and of any other proceedings taken for the purpose of enforcing the remedies provided in this Agreement, the Loan Agreements, or the Security or by reason of non-payment of the Obligations, including the appointment of an agent, a receiver, a manager, or a receiver and manager (whether by court order or private appointment), and
- (b) all other reasonable fees included in the Obligations, as they accrue, with interest at an annual rate equal to the highest rate borne by any of the Obligations, payable on demand.

7.02 Survival

Article 3 (Obligors’ Representations and Warranties) and Article 4 (Obligors’ Covenants) and sections 7.01 (Indemnity), 10.09 (Governing law) and 10.10 (Submission to jurisdiction) survive the termination of this Agreement.

7.03 Remedies cumulative

The rights, remedies, and powers provided in this Agreement, either of the Loan Agreements, or the Security to a party are cumulative and in addition to, and are not exclusive of or in substitution for, any rights, remedies, and powers otherwise available to that party.

7.04 Non-merger

The rights, obligations, and representations and warranties under this Agreement, the Loan Agreements, or the Security will not merge upon the taking of a judgment or judgments relating to any of the Obligations.

7.05 Severability

The invalidity or unenforceability of any particular term of this Agreement will not affect or limit the validity or enforceability of the remaining terms.

7.06 Waiver

No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement, the Loan Agreements, or the Security is effective unless it is in writing and signed by the party granting the waiver. No waiver will extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived. No waiver will affect the exercise of any other rights or remedies under this Agreement, the Loan Agreements, or the Security. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

ARTICLE 8 RELEASE

8.01 Release

The Obligors jointly and severally release and discharge the Lenders and their respective directors, officers, employees, and agents, from and against all claims and demands that they may have against either of the Lenders arising up to the date of this Agreement out of any action or omission of either of the Lenders or for any other reason.

ARTICLE 9 HERALD LOAN AGREEMENT MATURITY DATE EXTENSION

9.01 New Herald Maturity Date

Subject to the terms and conditions of this Agreement in all respects, the parties agree that the "Maturity Date" as defined under the Herald Loan Agreement shall be the New Herald Maturity Date.

ARTICLE 10 GENERAL PROVISIONS

10.01 Entire agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter. This Agreement supersedes any previous agreements and discussions between the parties.

There are no representations, covenants, or other terms other than those set forth in this Agreement.

10.02 Further assurances

Each party, upon receipt of Notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

10.03 Amendment

This Agreement may only be amended by a written document signed by each of the parties.

10.04 Conflict of terms

If there is any inconsistency between the terms of this Agreement and the terms of either of the Loan Agreements or the Security, the terms of this Agreement will prevail, provided that, to the extent that either this Agreement or the Loan Agreements or the Security are silent on a particular matter, the Loan Agreement, the Security, or this Agreement, as the case may be, will govern relating to that matter. The parties shall take any necessary steps to conform the inconsistent terms to the terms of this Agreement. For greater certainty, nothing herein affects or expands the limited recourse obligations of any Limited Guarantor as set out in the Limited Recourse Guarantee and Pledge Agreement granted by such Limited Guarantor.

10.05 Binding effect

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

10.06 Assignment

This Agreement may not be assigned by any Obligor without the Lenders' prior written consent. The Lenders may assign this Agreement and may transfer the Security to any Person without any of the Obligors' prior written consent.

10.07 Notice

To be effective, a Notice must be in writing and delivered in accordance with Article 9.00 of the Loan Agreements.

10.08 Powers of Attorney

Each Obligor (subject to the limitations set forth in section 9.04) hereby constitutes and appoints each of the Lenders or either of them, with full power of substitution, as its attorney and agent, with full power and authority, in its name, place and stead, to make, execute, acknowledge, and deliver all documents necessary under this Agreement, the Loan Agreements, or the Security, to commence, continue, or defend any proceedings authorized to be taken under this Agreement the Loan Agreements, or the Security, and to generally to use the name of each Obligor in the exercise of all or any of the powers conferred on the Lenders in this Agreement, the Loan Agreements, or the Security. This power of attorney is irrevocable and is a power coupled with an interest and is granted to secure the performance by each Obligor of its obligations under this Agreement, the Loan Agreements, or the Security. Each Obligor will be bound by any representations made by its attorney acting in good faith and without negligence under that power of attorney (provided that such representations have been made by it in this Agreement or

otherwise in writing by it to its attorney), and each Obligor ratifies and hereby waives all defences that may be available to contest, negate, or disaffirm, all actions of its attorney taken in good faith and without negligence under this power of attorney.

10.09 Governing law

The laws of Nova Scotia and the laws of Canada applicable in Nova Scotia, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.

10.10 Submission to jurisdiction

The parties irrevocably attorn to the jurisdiction of the courts of Nova Scotia, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

10.11 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Agreement.

10.12 Effective date

This Agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

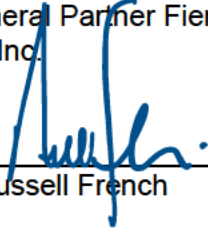
10.13 Receipt of copy


Each Obligor acknowledges having received a signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first written above.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: 
Name: Russell French
ASO

Per: 
Name: Rory O'Leary
ASO

THE HALIFAX HERALD LIMITED

Per: _____
Name: _____
Title: _____

G.W.D. INVESTMENTS LIMITED

Per: _____
Name: _____
Title: _____

HEADLINE PROMOTIONAL PRODUCTS LIMITED

Per: _____
Name: _____
Title: _____


SARAH A. DENNIS FAMILY TRUST (2009)

Per: _____
Name: _____
Title: Trustee

WITNESS: _____
Name: _____

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: 
Name: Russell French
ASO

Per: 
Name: Rory O'Leary
ASO

SALTWIRE NETWORK INC.

Per: _____
Name: _____
Title: _____

BRACE CAPITAL LIMITED

Per: _____
Name: _____
Title: _____

BRACE HOLDINGS LIMITED

Per: _____
Name: _____
Title: _____

**THE MARK LEVER FAMILY TRUST
(2017)**

Per: _____
Name: _____
Title: Trustee

SARAH A. DENNIS

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first written above.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: _____
Name: Russell French
ASO

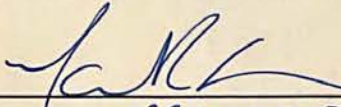
Per: _____
Name: Russell French
ASO

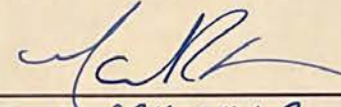
Per: _____
Name: Brian Ko
ASO

Per: _____
Name: Brian Ko
ASO

THE HALIFAX HERALD LIMITED

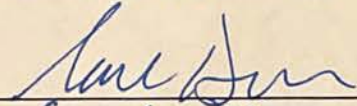
SALTWIRE NETWORK INC.

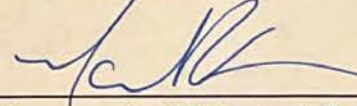
Per: 
Name: MARK LEVER
Title: PRESIDENT & CEO

Per: 
Name: MARK LEVER
Title: PRESIDENT & CEO

G.W.D. INVESTMENTS LIMITED

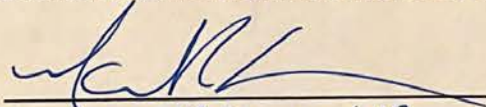
BRACE CAPITAL LIMITED


Per: 
Name: Sarah Dennis
Title:

Per: 
Name: MARK LEVER
Title: PRESIDENT & CEO

HEADLINE PROMOTIONAL PRODUCTS LIMITED


BRACE HOLDINGS LIMITED


Per: 
Name: MARK LEVER
Title: PRESIDENT & CEO

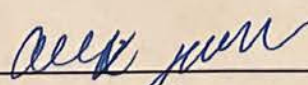
Per: 
Name: MARK LEVER
Title: PRESIDENT & CEO

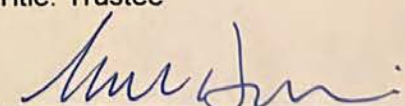
SARAH A. DENNIS FAMILY TRUST (2009)

**THE MARK LEVER FAMILY TRUST
(2017)**

Per: 
Name: Sarah Dennis
Title: Trustee

Per: 
Name: _____
Title: Trustee

WITNESS: 
Name: Alexandra Jenkins


SARAH A. DENNIS

TITAN SECURITY & INVESTIGATION INC.

Per: 
Name: RESIDENT & CEO
Title: MARK LEVER

**SCHEDULE A
HERALD LOAN & SECURITY DOCUMENTS**

1. The Herald Loan Agreement, as amended;
2. Collateral mortgage between Herald and Fund III dated July 18, 2012, as amended pursuant to a mortgage amending agreement dated April 6, 2022, over the following owned property of Herald:

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

3. General Security Agreement between Herald and Fund III dated July 19, 2012;
4. Trademark security agreement between Herald and Fund III dated July 19, 2012;
5. Trademark security agreement between Brace Capital and Fund III dated July 19, 2012;
6. Guarantee/Pledge agreement between GWD and Fund III dated July 19, 2012, as amended;
7. Guarantee agreement between Brace Capital and Fund III dated July 19, 2012;
8. Guarantee/Pledge agreement between Dennis and Fund III dated July 19, 2012, as amended;
9. Guarantee/Pledge by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
10. General Security Agreement between SaltWire and Fund III dated April 12, 2017;
11. Guarantee agreement between SaltWire and Fund III dated April 12, 2017;
12. Guarantee/Pledge agreement between Dennis Trust and Fund III dated April 12, 2017;
13. Guarantee/Pledge agreement between Lever Trust and Fund III dated April 12, 2017;
14. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated April 12, 2017;
15. Amended and restated guarantee/pledge agreement between Dennis and Fund III dated April 12, 2017;
16. General Security Agreement between Headline and Fund III dated January 1, 2018;
17. Trademark security agreement between Headline and Fund III dated January 1, 2018;
18. Guarantee between Headline and Fund III dated January 1, 2018; and
19. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated January 1, 2018.

SCHEDULE B

SALTWIRE LOAN & SECURITY DOCUMENTS

1. The SaltWire Loan Agreement, as amended;
2. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
3. General Security Agreement between Herald and Fund V dated April 12, 2017;
4. General Security Agreement between Brace Capital and Fund V dated April 12, 2017;
5. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
6. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
7. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;
8. Guarantee by Herald in favour of Fund V dated April 12, 2017;
9. Guarantee by Brace Capital in favour of Fund V dated April 12, 2017;
10. Guarantee/Pledge by Dennis dated April 12, 2017;
11. Guarantee/Pledge by Dennis Trust dated April 12, 2017;
12. Guarantee/Pledge by Lever Trust dated April 12, 2017;
13. Guarantee/Pledge by GWD dated April 12, 2017;
14. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
15. Collateral Mortgage over the following owned real property of SaltWire:

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

16. Guarantee by Headline in dated January 1, 2018;
17. General Security Agreement between Headline and Fund V dated January 1, 2018;
18. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
and
19. Amended and Restated guarantee/pledge by Brace Holdings in favour of Fund V.

SCHEDULE C
HERALD FORBEARANCE REPAYMENT SCHEDULE

Halifax Herald Limited

Account Number: IPD31213

Principal Amount:	\$18,000,000.00	Valuation Date:	17-Jul-12
Interest Rate:	6.000%	# of Payments:	120
Blended Payment	\$236,545.74	Amortization:	96
PIK	0.500%	Premium Rate	1.50% 2.50%
New Interest (Jul 20, 2022)	6.500%	Start Date	20-Jul-22 16-Dec-22
New Blended Payment	\$ 240,952.19	PIK as of Jul 15, 2022	150,592.22

Original Loan					Prepayment Amount			Total Monthly Payment				
Pymt. #	Date	Total Payment	Interest Portion	Principal Portion	Principal Outstanding	Prepayment Balance	Principal Deferral	Additional Interest	Regular Interest	PIK Interest	Principal	Total Payment
			(a)	(b)				(c)	(a) + (c)	(d)	(b)	(a) + (b) + (c) + (d)
118	15-May-22	236,715.28	45,226.09	191,489.19	8,819,820.00	1,229,284.56	-	-	45,226.09	-	191,489.19	236,715.28
119	15-Jun-22	44,991.59	44,991.59	-	8,819,820.00	1,229,284.56	192,446.64	-	44,991.59	-	-	44,991.59
120	15-Jul-22	45,277.87	45,277.87	-	8,819,820.00	1,421,731.20	190,089.10	-	45,277.87	-	-	45,277.87
121	15-Aug-22	144,821.22	48,690.24	96,130.98	8,723,689.03	1,611,820.30	96,130.98	1,722.22	50,412.46	-	96,130.98	146,543.43
122	15-Sep-22	144,821.22	48,159.54	96,661.68	8,627,027.35	1,707,951.28	96,130.97	2,175.88	50,335.42	-	96,661.68	146,997.10
123	15-Oct-22	46,089.60	46,089.60	-	8,627,027.35	1,804,082.25	194,862.59	2,224.21	48,313.81	-	-	48,313.81
125	15-Nov-22	47,625.92	47,625.92	(3,774.18)	8,630,801.53	1,998,944.84	193,326.27	2,546.60	50,172.52	-	-	50,172.52
124	15-Dec-22	49,883.94	46,109.76	3,774.18	8,627,027.35	2,192,271.11	194,842.43	2,702.80	48,812.56	-	3,774.18	52,586.74
125	15-Jan-23	47,625.92	47,625.92	-	8,627,027.35	2,387,113.54	193,326.27	5,068.53	52,694.45	-	-	52,694.45
126	15-Feb-23	47,625.92	47,625.92	-	8,627,027.35	2,580,439.81	193,326.27	5,479.02	53,104.94	-	-	53,104.94
127	15-Mar-23	43,016.96	43,016.96	-	8,627,027.35	2,773,766.08	197,935.23	5,319.55	48,336.51	-	-	48,336.51
127	14-Apr-23	8,673,116.95	46,089.60	8,627,027.35	-	2,971,701.31	-	6,106.24	52,195.84	150,592.22	8,627,027.35	8,829,815.41

SCHEDULE D
SALTWIRE FORBEARANCE REPAYMENT SCHEDULE

Saltwire Network Inc.

Account Number: IPD51716

Principal Amount:	\$31,000,000.00	Valuation Date:	10-Apr-17	
Interest Rate:	6.000%	# of Payments:	96	
Blended payment	\$452,865.19	Amortization:	84	
PIK	0.500%	Premium Rate	1.50%	2.50%
New Interest	6.500%	Start Date	20-Jul-22	16-Dec-22
New Blended Payment	\$460,332.53	PIK as of July 15, 2022	438,180.36	
Reduced Blended Payment	\$301,872.00			

Original Loan					Prepayment Amount			Total Monthly Payment				
Pymt. #	Date	Total Payment	Interest Portion (a)	Principal Portion (b)	Principal Outstanding	Prepayment Balance	Principal Deferral	Additional Interest (c)	Regular Interest (a) + (c)	PIK Interest (d)	Principal (b)	Total Payment (a) + (b) + (c) + (d)
61	15-May-22	453,607.45	130,445.43	323,162.02	25,977,759.30	3,620,715.44	-	-	130,445.43	-	323,162.02	453,607.45
62	15-Jun-22	134,661.36	134,661.36	-	25,977,759.30	3,620,715.44	320,485.38	-	134,661.36	-	-	134,661.36
63	15-Jul-22	131,829.41	131,829.41	-	25,977,759.30	3,941,200.82	317,315.87	-	131,829.41	-	-	131,829.41
64	15-Aug-22	301,872.00	143,411.47	158,460.53	25,819,298.77	4,258,516.69	158,460.53	4,550.20	147,961.67	-	158,460.53	306,422.20
65	15-Sep-22	301,872.00	142,536.68	159,335.32	25,659,963.45	4,416,977.22	158,460.53	5,627.11	148,163.79	-	159,335.32	307,499.11
66	15-Oct-22	137,087.48	137,087.48	-	25,659,963.45	4,575,437.75	323,245.05	5,640.95	142,728.43	-	-	142,728.43
67	15-Nov-22	141,657.06	141,657.06	(11,225.82)	25,671,189.27	4,898,682.80	318,675.47	6,240.79	147,897.85	-	-	147,897.85
68	15-Dec-22	148,373.27	137,147.45	11,225.82	25,659,963.45	5,217,358.27	323,185.08	6,432.36	143,579.81	-	11,225.82	154,805.63
69	15-Jan-23	141,657.06	141,657.06	-	25,659,963.45	5,540,543.35	318,675.47	11,764.17	153,421.23	-	-	153,421.23
70	15-Feb-23	141,657.06	141,657.06	-	25,659,963.45	5,859,218.82	318,675.47	12,440.81	154,097.87	-	-	154,097.87
71	15-Mar-23	127,948.31	127,948.31	-	25,659,963.45	6,177,894.29	332,384.22	11,848.02	139,796.33	-	-	139,796.33
72	14-Apr-23	25,797,050.93	137,087.48	25,659,963.45	-	6,510,278.51	-	13,377.28	150,464.76	438,180.36	25,659,963.45	26,248,608.57

**SCHEDULE E
SALE PROPERTIES**

	List Price	Sale Price	Net Proceeds	Capital Gains (estimate)	After-Tax Proceeds	Closing Date
Columbus Drive, NFLD	\$2,400,000	n/a	n/a	n/a	n/a	n/a
255 George Street, Sydney, NS	\$2,400,000	n/a	n/a	n/a	n/a	n/a
Total	\$ 4,800,000					

311 Bluewater Road, Bedford, NS

36 Austin Street, St. John's, NFLD

Total

SCHEDULE F
DEMAND LETTERS AND NOTICE OF INTENTION TO ENFORCE SECURITY

See attached.

Cassels

August 8, 2022

DELIVERED

Saltwire Network Inc.

– and –

The Halifax Herald Limited

– and –

G.W.D. Investments Limited

– and –

Brace Capital Limited

– and –

Brace Holdings Limited

– and –

Headline Promotional Products Limited

– and –

The Mark Level Family Trust 2017

– and –

Sarah A. Dennis Family Trust 2009

– and –

Sarah Dennis

2717 Joseph Howe Drive
Halifax, Nova Scotia
B3J 2T2

jbelleissimo@cassels.com

tel: +1 416 860 6572

fax: +1 416 642 7150

t: 416 869 5300

f: 416 360 8877

cassels.com

Cassels Brock & Blackwell LLP

Suite 2100, Scotia Plaza, 40 King Street West

Toronto, ON M5H 3C2 Canada

Dear Mesdames and/or Sirs:

Re: Indebtedness of THE HALIFAX HERALD LIMITED (the “Herald”)

We are counsel to FIERA PRIVATE DEBT FUND III LP, by its sole general partner FIERA PRIVATE DEBT FUND GP INC. (“**Fund III**”)

Fund III has made available certain credit facilities to the Herald under a loan agreement dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**Herald Loan Agreement**”).

Pursuant to the terms of the Herald Loan Agreement, the Herald and each of SALTWIRE NETWORK INC. (“**SaltWire**”), G.W.D. INVESTMENTS LIMITED (“**GWD**”), BRACE CAPITAL LIMITED (“**Brace Capital**”), BRACE HOLDINGS LIMITED (“**Brace Holdings**”), HEADLINE PROMOTIONAL PRODUCTS LIMITED (“**Headline**”), THE MARK LEVER FAMILY TRUST 2017 (“**Lever Trust**”), SARAH A. DENNIS FAMILY TRUST 2009 (“**Dennis Trust**”) and SARAH DENNIS (“**Dennis**”) (collectively with the Herald, the “**Obligors**”) have executed and delivered to Fund III the documents listed in Schedule A (Herald Loan & Security Documents) (the “**Herald Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations to Fund III that may be outstanding from time to time.

The Obligors and Fund III entered into a forbearance agreement dated February 28, 2019 and effective as of January 15, 2019 (the “**Original Forbearance Agreement**”). The Obligors and Fund III entered into an amended and restated forbearance agreement dated October 2, 2019 and effective as of June 30, 2019 to amend and restate the Original Forbearance Agreement as provided therein (the “**Amended and Restated Forbearance Agreement**”). The Obligors and Fund III entered into a second amended and restated forbearance agreement dated May 19, 2020 and effective as of February 15, 2020 to amend and restate the Amended and Restated Forbearance Agreement as provided therein (the “**Second Amended and Restated Forbearance Agreement**”). The Obligors Fund III entered into a third amended and restated forbearance agreement dated November 2, 2020 and effective as of September 30, 2020 to amend and restate the Second Amended and Restated Forbearance Agreement as provided therein (the “**Third Amended and Restated Forbearance Agreement**”). The Obligors and Fund III entered into a fourth amended and restated forbearance agreement dated May 3, 2021 and effective as of March 31, 2021 to amend and restate the Third Amended and Restated Forbearance Agreement as provided therein (the “**Fourth Amended and Restated Forbearance Agreement**”). The Obligors and Fund III entered into a fifth amended and restated forbearance agreement dated November 12, 2021 and effective as of October 31, 2021 to amend and restate

the Fourth Amended and Restated Forbearance Agreement as provided therein (the “**Fifth Amended and Restated Forbearance Agreement**”).

The Herald is in default under the Herald Loan Agreement and the Obligor is in default under the Fifth Amended and Restated Forbearance Agreement and the Herald Security.

As of the date hereof, the Herald is indebted to Fund III in the amount of (i) \$8,819,820.00 of outstanding principal and interest pursuant to the terms of the Herald Loan Agreement and (ii) \$150,592.22 of outstanding PIK Interest pursuant to the terms of the Fifth Amended and Restated Forbearance Agreement (the “**Herald Indebtedness**”).

Fund III hereby demands immediate repayment of the Herald Indebtedness in full.

Unless Fund III receives payment of the Herald Indebtedness, plus accrued and accruing interest, fees, costs, expenses and other allowable charges to the date of payment, within ten (10) days of the date of this demand, Fund III will take such further action, remedy or proceeding as Fund III is entitled to secure payment of the amounts hereby demanded and to protect or enforce its security.

This demand is made pursuant to and in accordance with the Herald Loan Agreement, the Herald Security, the Fifth Amended and Restated Forbearance Agreement and other agreements and documents governing the Herald Indebtedness hereby demanded and is made without prejudice to Fund III’s rights to take such other steps and make such further demands as Fund III may see fit to protect its position.

Concurrently with the delivery of this demand, we are delivering the enclosed Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) in respect of the Herald Security.

Yours truly,

Cassels Brock & Blackwell LLP



Joseph J. Bellissimo
Partner
JB/am
Enclosures

**SCHEDULE A
HERALD LOAN & SECURITY DOCUMENTS**

1. The Herald Loan Agreement, as amended;
2. Collateral mortgage between Herald and Fund III dated July 18, 2012, as amended pursuant to a mortgage amending agreement dated April 6, 2022, over the following owned property of Herald;

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

3. General Security Agreement between Herald and Fund III dated July 19, 2012;
4. Trademark security agreement between Herald and Fund III dated July 19, 2012;
5. Trademark security agreement between Brace Capital and Fund III dated July 19, 2012;
6. Guarantee/Pledge agreement between GWD and Fund III dated July 19, 2012, as amended;
7. Guarantee agreement between Brace Capital and Fund III dated July 19, 2012;
8. Guarantee/Pledge agreement between Dennis and Fund III dated July 19, 2012, as amended;
9. Guarantee/Pledge by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
10. General Security Agreement between SaltWire and Fund III dated April 12, 2017;
11. Guarantee agreement between SaltWire and Fund III dated April 12, 2017;
12. Guarantee/Pledge agreement between Dennis Trust and Fund III dated April 12, 2017;
13. Guarantee/Pledge agreement between Lever Trust and Fund III dated April 12, 2017;
14. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated April 12, 2017;
15. Amended and restated guarantee/pledge agreement between Dennis and Fund III dated April 12, 2017;
16. General Security Agreement between Headline and Fund III dated January 1, 2018;
17. Trademark security agreement between Headline and Fund III dated January 1, 2018;
18. Guarantee between Headline and Fund III dated January 1, 2018; and
19. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated January 1, 2018.

NOTICE OF INTENTION TO ENFORCE SECURITY

TO EACH OF:

THE HALIFAX HERALD LIMITED (the “**Herald**”)

SALTWIRE NETWORK INC. (“**SaltWire**”)

G.W.D. INVESTMENTS LIMITED (“**GWD**”)

BRACE CAPITAL LIMITED (“**Brace Capital**”)

BRACE HOLDINGS LIMITED (“**Brace Holdings**”)

HEADLINE PROMOTIONAL PRODUCTS LIMITED (“**Headline**”)

THE MARK LEVER FAMILY TRUST 2017 (“**Lever Trust**”)

SARAH A. DENNIS FAMILY TRUST 2009 (“**Dennis Trust**”)

SARAH DENNIS (“**Dennis**”)

(collectively, the “**Obligors**”), and each an insolvent person

TAKE NOTICE THAT:

1. Under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), **FIERA PRIVATE DEBT FUND III LP**, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (“**Fund III**”) a secured creditor of the Obligors, intends to enforce its security in all of the following property and assets of the Obligors:
 - a. all real property of the Obligors secured by the Herald Security (as defined below), including those described in Schedule “A” hereto (the “**Real Property**”); and
 - b. all present and future undertaking and property, both real and personal, of the Obligors secured by the Herald Security,

(collectively, the “**Collateral**”).
2. The security that is to be enforced is in the form of, among other things:
 - a. a first mortgage/charge executed by the Herald in favour of the Fund III registered on title to the Real Property on February 10, 2021 as Document Reference: 101148865;
 - b. General security agreement between Herald and Fund III dated July 19, 2012;
 - c. Trademark security agreement between Herald and Fund III dated July 19, 2012;
 - d. Trademark security agreement between Brace Capital and Fund III dated July 19, 2012;
 - e. Guarantee/Pledge agreement between GWD and Fund III dated July 19, 2012, as amended;
 - f. Guarantee agreement between Brace Capital and Fund III dated July 19, 2012;

- g. Guarantee/Pledge agreement between Dennis and Fund III dated July 19, 2012, as amended;
 - h. Guarantee/Pledge by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
 - i. General security agreement between SaltWire and Fund III dated April 12, 2017;
 - j. Guarantee agreement between SaltWire and Fund III dated April 12, 2017;
 - k. General security agreement between Headline and Fund III dated January 1, 2018;
 - l. Trademark security agreement between Headline and Fund III dated January 1, 2018;
 - m. Guarantee between Headline and Fund III dated January 1, 2018;
 - n. Amended and restated guarantee/pledge agreement between Brace Holdings and Fund III dated January 1, 2018;
 - o. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis (limited to pledged shares of Brace Holdings);
 - p. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis Trust (limited to pledged shares of Brace Holdings and GWD);
 - q. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Lever Trust (limited to pledged shares of Brace Holdings); and
 - r. all ancillary, supplemental and additional documents thereto,
(collectively, the “**Herald Security**”)
3. The total amount of indebtedness secured by the Herald Security as of the date hereof (excluding accrued and accruing fees and costs) is (i) \$8,819,820.00 of outstanding principal and interest pursuant to the terms of the loan agreement between Fund III and the Obligors dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 and (ii) \$150,592.22 in accrued PIK interest pursuant to the terms of the fifth amended and restated forbearance agreement between, *inter alia*, Fund III and the Obligors dated November 12, 2021 and effective as of October 31, 2021.
4. Fund III will not have the right to enforce the Herald Security until after the expiry of the ten-day period following the sending of this notice, unless the Obligors consent to an earlier enforcement.

[signature page follows]

DATED at Toronto, the 8th day of August, 2022.

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

By its counsel, Cassels Brock & Blackwell LLP

A handwritten signature in black ink, appearing to read 'J. Bellissimo', written over a horizontal line.

Per: _____
Name: Joseph Bellissimo

SCHEDULE "A"

Real Property

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

Cassels

August 8, 2022

DELIVERED

Saltwire Network Inc.

– and –

The Halifax Herald Limited

– and –

G.W.D. Investments Limited

– and –

Brace Capital Limited

– and –

Brace Holdings Limited

– and –

Headline Promotional Products Limited

– and –

The Mark Level Family Trust 2017

– and –

Sarah A. Dennis Family Trust 2009

– and –

Sarah Dennis

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cassels.com

Cassels Brock & Blackwell LLP

Suite 2100, Scotia Plaza, 40 King Street West

Toronto, ON M5H 3C2 Canada

Dear Mesdames and/or Sirs:

Re: Indebtedness of SALTWIRE NETWORK INC. (“SaltWire”)

We are counsel to FIERA PRIVATE DEBT FUND V LP, by its sole general partner FIERA PRIVATE DEBT FUND GP INC. (“**Fund V**”).

Fund V has made available certain credit facilities to SaltWire under a loan agreement dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**SaltWire Loan Agreement**”).

Pursuant to the terms of the SaltWire Loan Agreement, SaltWire and each of THE HALIFAX HERALD LIMITED (“**Herald**”), G.W.D. INVESTMENTS LIMITED (“**GWD**”), BRACE CAPITAL LIMITED (“**Brace Capital**”), BRACE HOLDINGS LIMITED (“**Brace Holdings**”), HEADLINE PROMOTIONAL PRODUCTS LIMITED (“**Headline**”), THE MARK LEVER FAMILY TRUST 2017 (“**Lever Trust**”), SARAH A. DENNIS FAMILY TRUST 2009 (“**Dennis Trust**”) and SARAH DENNIS (“**Dennis**”) (collectively with the Herald, the “**Obligors**”) have executed and delivered to Fund V the documents listed in Schedule A (SaltWire Loan & Security Documents) (the “**SaltWire Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations to Fund V that may be outstanding from time to time.

The Obligors and Fund V entered into a forbearance agreement dated February 28, 2019 and effective as of January 15, 2019 (the “**Original Forbearance Agreement**”). The Obligors and Fund V entered into an amended and restated forbearance agreement dated October 2, 2019 and effective as of June 30, 2019 to amend and restate the Original Forbearance Agreement as provided therein (the “**Amended and Restated Forbearance Agreement**”). The Obligors and Fund V entered into a second amended and restated forbearance agreement dated May 19, 2020 and effective as of February 15, 2020 to amend and restate the Amended and Restated Forbearance Agreement as provided therein (the “**Second Amended and Restated Forbearance Agreement**”). The Obligors and Fund V entered into a third amended and restated forbearance agreement dated November 2, 2020 and effective as of September 30, 2020 to amend and restate the Second Amended and Restated Forbearance Agreement as provided therein (the “**Third Amended and Restated Forbearance Agreement**”). The Obligors and Fund V entered into a fourth amended and restated forbearance agreement dated May 3, 2021 and effective as of March 31, 2021 to amend and restate the Third Amended and Restated Forbearance Agreement as provided therein (the “**Fourth Amended and Restated Forbearance Agreement**”). The Obligors and Fund V entered into a fifth amended and restated forbearance agreement dated November 12, 2021 and effective as of October 31, 2021 to amend and restate the Fourth Amended and Restated Forbearance Agreement as provided therein (the “**Fifth Amended and Restated Forbearance Agreement**”).

SaltWire is in default under the SaltWire Loan Agreement and the Obligors are in default under the Fifth Amended and Restated Forbearance Agreement and the SaltWire Security.

As of the date hereof, SaltWire is indebted to Fund V in the amount of (i) \$25,977,759.30 of outstanding principal and interest pursuant to the terms of the SaltWire Loan Agreement and (ii) \$438,180.36 of outstanding PIK Interest pursuant to the terms of the Fifth Amended and Restated Forbearance Agreement (the "**SaltWire Indebtedness**").

Fund V hereby demands immediate repayment of the SaltWire Indebtedness in full.

Unless Fund V receives payment of the SaltWire Indebtedness, plus accrued and accruing interest, fees, costs, expenses and other allowable charges to the date of payment, within ten (10) days of the date of this demand, Fund V will take such further action, remedy or proceeding as Fund V is entitled to secure payment of the amounts hereby demanded and to protect or enforce its security.

This demand is made pursuant to and in accordance with the SaltWire Loan Agreement, the SaltWire Security, the Fifth Amended and Restated Forbearance Agreement and other agreements and documents governing the SaltWire Indebtedness hereby demanded and is made without prejudice to Fund V's rights to take such other steps and make such further demands as Fund V may see fit to protect its position.

Concurrently with the delivery of this demand, we are delivering the enclosed Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) in respect of the SaltWire Security.

Yours truly,

Cassels Brock & Blackwell LLP



Joseph J. Bellissimo
Partner
JB/am
Enclosures

SCHEDULE A

SALTWIRE LOAN & SECURITY DOCUMENTS

1. The SaltWire Loan Agreement, as amended;
2. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
3. General Security Agreement between Herald and Fund V dated April 12, 2017;
4. General Security Agreement between Brace Capital and Fund V dated April 12, 2017;
5. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
6. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
7. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;
8. Guarantee by Herald in favour of Fund V dated April 12, 2017;
9. Guarantee by Brace Capital in favour of Fund V dated April 12, 2017;
10. Guarantee/Pledge by Dennis dated April 12, 2017;
11. Guarantee/Pledge by Dennis Trust dated April 12, 2017;
12. Guarantee/Pledge by Lever Trust dated April 12, 2017;
13. Guarantee/Pledge by GWD dated April 12, 2017;
14. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
15. Collateral Mortgage over the following owned real property of SaltWire

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

16. Guarantee by Headline in dated January 1, 2018;
17. General Security Agreement between Headline and Fund V dated January 1, 2018
18. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
and
19. Amended and Restated guarantee/pledge by Brace Holdings in favour of Fund V dated January 1, 2018.

NOTICE OF INTENTION TO ENFORCE SECURITY

TO EACH OF:

SALTWIRE NETWORK INC. (“SaltWire”)

THE HALIFAX HERALD LIMITED (the “Herald”)

G.W.D. INVESTMENTS LIMITED (“GWD”)

BRACE CAPITAL LIMITED (“Brace”)

BRACE HOLDINGS LIMITED (“Holdings”)

HEADLINE PROMOTIONAL PRODUCTS LIMITED (“Headline”)

THE MARK LEVER FAMILY TRUST 2017 (“Lever Trust”)

SARAH A. DENNIS FAMILY TRUST 2009 (“Dennis Trust”)

SARAH DENNIS (“Dennis”)

(collectively, the “**Obligors**”), and each an insolvent person

TAKE NOTICE THAT:

1. Under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), **FIERA PRIVATE DEBT FUND V LP**, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (“**Fund V**”), a secured creditor of the Obligors, intends to enforce its security in all of the following property and assets of the Obligors:
 - a. all real property of the Obligors secured by the SaltWire Security (as defined below), including those described in Schedule “A” hereto (the “**Real Property**”); and
 - b. all present and future undertaking and property, both real and personal, of the Obligors secured by the SaltWire Security,(collectively, the “**Collateral**”).
2. The security that is to be enforced is in the form of, among other things:
 - a. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
 - b. General Security Agreement between Herald and Fund V dated April 12, 2017;
 - c. General Security Agreement between Brace Capital and Fund V dated April 12, 2017;
 - d. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
 - e. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
 - f. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;

- g. Guarantee by Herald in favour of Fund V dated April 12, 2017;
- h. Guarantee by Brace in favour of Fund V dated April 12, 2017;
- i. Guarantee/Pledge by GWD dated April 12, 2017;
- j. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
- k. Collateral Mortgage over the following owned real property of SaltWire

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

- l. Guarantee by Headline in dated January 1, 2018;
 - m. General Security Agreement between Headline and Fund V dated January 1, 2018;
 - n. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
 - o. Amended and Restated guarantee/pledge by Brace Holdings in favour of Fund V;
 - p. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis (limited to pledged shares of Brace Holdings);
 - q. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis Trust (limited to pledged shares of Brace Holdings and GWD);
 - r. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Lever Trust (limited to pledged shares of Brace Holdings); and
 - s. all ancillary, supplemental and additional documents thereto,
(collectively, the "**SaltWire Security**").
3. The total amount of indebtedness secured by the SaltWire Security as the date hereof (excluding accrued and accruing fees and costs) is (i) \$25,977,759.30 of outstanding principal and interest pursuant to the terms of the loan agreement between Fund V and the Obligors dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 and (ii) \$438,180.36 of outstanding PIK Interest pursuant to the terms of the fifth amended and restated forbearance agreement between, *inter alia*, Fund V and the Obligors dated November 12, 2021 and effective as of October 31, 2021.

4. Fund V will not have the right to enforce the SaltWire Security until after the expiry of the ten-day period following the sending of this notice, unless the Obligors consent to an earlier enforcement.

[signature page follows]

DATED at Toronto, the 8th day of August, 2022.

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

By its counsel, Cassels Brock & Blackwell LLP

A handwritten signature in black ink, appearing to read 'J. Bellissimo', written over a horizontal line.

Per: _____
Name: Joseph Bellissimo

SCHEDULE "A"

Real Property

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

SCHEDULE G
CASH FLOW PROJECTION

Saltwire & Herald

Weekly Cash Flow

	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
	23-Dec	30-Dec	6-Jan	13-Jan	20-Jan	27-Jan	3-Feb	10-Feb	17-Feb	24-Feb	3-Mar	10-Mar	17-Mar	24-Mar	31-Mar	7-Apr	14-Apr	
Inflows																		
Revenue collection	1,004,000	1,255,000	1,987,720	993,860	1,325,147	1,325,147	1,925,634	797,174	1,328,623	1,062,898	2,143,314	805,932	1,343,221	1,074,576	1,215,567	2,034,837	1,017,419	
Outflows																		
Payroll	50,000	743,281	52,000	774,481	52,000	774,481	52,000	774,481	52,000	774,481	52,000	774,481	52,000	774,481	52,000	737,762	52,000	
Distributor payments	360,000	143,000	360,000	143,000	360,000	143,000	360,000	143,000	360,000	143,000	360,000	143,000	360,000	143,000	360,000	143,000	360,000	
AP payments	612,342	612,342	612,342	612,342	612,342	612,342	595,126	595,126	595,126	595,126	436,648	436,648	436,648	436,648	436,648	620,298	620,298	
HST remittances	-	-	364,609	-	-	-	290,158	-	-	-	289,288	-	-	-	-	-	371,651	
Debt service payments	-	-	-	-	193,000	-	-	-	193,000	-	-	-	193,000	-	-	-	-	
	1,022,342	1,498,623	1,388,951	1,529,823	1,217,342	1,529,823	1,297,284	1,512,607	1,200,126	1,512,607	1,137,936	1,354,128	1,041,648	1,354,128	848,648	1,501,060	1,403,949	
Change in cash	(18,342)	(243,623)	598,769	(535,963)	107,805	(204,676)	628,350	(715,433)	128,497	(449,708)	1,005,378	(548,196)	301,573	(279,552)	366,920	533,778	(386,531)	
Opening cash	507,203	488,861	245,238	844,007	308,044	415,849	211,172	839,522	124,089	252,586	(197,123)	808,255	260,059	561,632	282,080	649,000	1,182,778	
Closing cash	488,861	245,238	844,007	308,044	415,849	211,172	839,522	124,089	252,586	(197,123)	808,255	260,059	561,632	282,080	649,000	1,182,778	796,247	
Cumulative change in cash	(18,342)	(261,965)	336,804	(199,159)	(91,354)	(296,031)	332,319	(383,114)	(254,617)	(704,326)	301,052	(247,144)	54,429	(225,123)	141,797	675,575	289,044	



Via E-Mail

PRIVATE AND CONFIDENTIAL

June 29, 2023

The Halifax Herald Limited
Saltwire Network Inc.
The other entities listed on Schedule "A" hereto

Attention: Mark Lever

RE: Seventh Amended and Restated Forbearance Agreement dated January 5, 2023, and effective as of December 15, 2023 (the "Forbearance Agreement") by and among, The Halifax Herald Limited ("Herald"), Saltwire Network Inc. ("Saltwire" and together with Herald, the "Borrowers"), the entities listed on Schedule "A" hereto (the "Guarantors") and Fiera Private Debt Fund III LP and Fiera Private Debt Fund V LP, each by their general partner, Fiera Private Debt Fund GP Inc. (collectively, the "Lenders")

Dear Sir,

Capitalized terms used herein and not otherwise defined have the meaning given to them in the Forbearance Agreement.

The Borrowers and the Guarantors acknowledge and agree that they continue to be in default under the Loan Agreements and that the Forbearance Period under the Forbearance Agreement has expired.

The Lenders have agreed to further extend the Forbearance Period on an interim basis pursuant to Forbearance Agreement subject to the amendments set out in this this letter, which each of the Obligors hereby acknowledges, confirms and agrees, effective as of April 14, 2023:

1. The Forbearance Period is extended to July 14, 2023;
2. Effective April 15, 2023, interest on all Obligations under the Loan Agreements shall accrue at a rate of 8.00%;
3. ~~Schedules "C" and "D" of the Forbearance Agreement are replaced by Schedule "B" and "C" hereto;~~
4. Reference to the "Seventh Forbearance Minimum Prepayment" and related provisions are removed;

DS

DS

DS



5. Sarah Dennis and Mark Lever shall provide current personal net worth statements, along with sworn affidavits affirming that the information provided in each such statement is true and accurate by no later than July 7, 2023;
6. The Lenders shall have received subordination and postponement agreements in form and substance satisfactory to them, in their sole discretion, from Abgilex Investments Limited and G.W.D. Investments Limited by no later than July 7, 2023; and
7. Failure to comply with paragraph 5 or 6 above shall constitute a Default under the Forbearance Agreement.


This letter is conditional upon the following:

1. The Obligors shall have signed this letter agreement;
2. The Borrowers shall have sent by way of wire transfer to the Lenders, a forbearance fee of \$15,000;
3. The Herald shall have sent by way of wire transfer to Fund III a maturity extension fee in the amount of \$21,272.12; and
4. The Borrowers shall have sent by way of wire transfer to Norton Rose Fulbright Canada LLP an amount of \$21,179.53 in respect of their outstanding legal fees.

Yours Truly,

FIERA PRIVATE DEBT FUND III LP by its
 general partner, **FIERA PRIVATE DEBT FUND
 GP INC.** and **FIERA PRIVATE DEBT FUND V
 LP** by its general partner, **FIERA PRIVATE
 DEBT FUND GP INC.**

By: 
 Name: Russell French
 Title: Managing Director

By: 
 Name: Brian Ko
 Title: Managing Director

Acknowledged and agreed as of the date first written above.

THE HALIFAX HERALD LIMITED

Per: [Signature]
Name: MARK LEVER
Title: PRESIDENT & CEO

SALTWIRE NETWORK INC.

Per: [Signature]
Name: MARK LEVER
Title: PRESIDENT & CEO

G.W.D. INVESTMENTS LIMITED

Per: [Signature]
Name: SARAH DENNIS
Title: ~~CEO~~

BRACE CAPITAL LIMITED

Per: [Signature]
Name: MARK LEVER
Title: PRESIDENT & CEO

HEADLINE PROMOTIONAL PRODUCTS LIMITED

Per: [Signature]
Name: MARK LEVER
Title: PRESIDENT & CEO

BRACE HOLDINGS LIMITED

Per: [Signature]
Name: MARK LEVER
Title: PRESIDENT & CEO

SARAH A. DENNIS FAMILY TRUST (2009)

Per: [Signature]
Name: SARAH DENNIS
Title: Trustee

THE MARK LEVER FAMILY TRUST (2017)

Per: [Signature]
Name: MARK LEVER
Title: Trustee

TITAN SECURITY & INVESTIGATION INC.

Per: [Signature]
Name: MARK LEVER
Title: PRESIDENT & CEO

WITNESS: [Signature]
Name:

[Signature]
SARAH A. DENNIS

SCHEDULE "A"

G.W.D. INVESTMENTS LIMITED
BRACE CAPITAL LIMITED
BRACE HOLDINGS LIMITED
HEADLINE PROMOTIONAL PRODUCTS LIMITED
THE MARK LEVER FAMILY TRUST 2017
TITAN SECURITY & INVESTIGATION INC.
SARAH A. DENNIS FAMILY TRUST 2009
SARAH DENNIS

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "AA" referred to in
the affidavit of Russell French, sworn to
before me on March 8, 2024.



Signature



EIGHTH AMENDED AND RESTATED FORBEARANCE AGREEMENT

THIS EIGHTH AMENDED AND RESTATED FORBEARANCE AGREEMENT (as may be further amended, restated, supplemented, replaced, or otherwise modified from time to time, this “**Agreement**”) is made as of October 27, 2023, to be effective as of July 15, 2023.

BY AND AMONG:

FIERA PRIVATE DEBT FUND III LP, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (“**Fund III**”) and **FIERA PRIVATE DEBT FUND V LP**, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (“**Fund V**” and together with Fund III, the “**Lenders**”);

THE HALIFAX HERALD LIMITED (the “**Herald**”) and **SALTWIRE NETWORK INC.** (“**SaltWire**”, and together with the Herald the “**Borrowers**”); and

G.W.D. INVESTMENTS LIMITED, BRACE CAPITAL LIMITED, BRACE HOLDINGS LIMITED, HEADLINE PROMOTIONAL PRODUCTS LIMITED (“**Headline**”), **THE MARK LEVER FAMILY TRUST 2017, TITAN SECURITY & INVESTIGATION INC.** (“**Titan**”), **SARAH A. DENNIS FAMILY TRUST 2009, SARAH DENNIS** (each individually called a “**Guarantor**”, collectively called the “**Guarantors**”, and together with the Borrowers, the “**Obligors**”).

RECITALS:

- A. Fund III has made available certain credit facilities to the Herald under a loan agreement dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**Herald Loan Agreement**”).
- B. Fund V has made available certain credit facilities to SaltWire under a loan agreement dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**SaltWire Loan Agreement**” and together with the Herald Loan Agreement, the “**Loan Agreements**”).
- C. The Obligors and the Lenders entered into a Seventh amended and restated forbearance agreement dated January 5, 2023, and effective as of December 15, 2023, to amend and restate the sixth amended and restated forbearance agreement as provided therein (as amended by the letter agreement dated June 29, 2023, the “**Seventh Amended and Restated Forbearance Agreement**”).
- D. The Obligors continue to be in default under the Loan Agreements and the Security including, without limitation, those Events of Default set out on Schedule “A” hereto (the “**Existing Events of Default**”);
- E. The Forbearance Period under the Seventh Amended and Restated Forbearance Agreement has expired;
- F. The Obligors and the Lenders are entering into this Agreement to amend and restate the Seventh Amended and Restated Forbearance Agreement as provided herein.

ARTICLE 1 INTERPRETATION

1.01 Definitions

Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the Loan Agreements.

1.02 Currency

Unless specified otherwise, all dollar amounts expressed in this Agreement refer to Canadian currency.

1.03 Amendment, Restatement and Novation

This Agreement amends, restates, supersedes and replaces the Seventh Amended and Restated Forbearance Agreement in its entirety and is not a novation with respect to the Seventh Amended and Restated Forbearance Agreement.

ARTICLE 2 FORBEARANCE

2.01 Notice of Default

The Lender hereby notifies the Loan Parties of the occurrence of the Existing Events of Default which are continuing.

2.02 Forbearance Period

Except as otherwise specifically provided in this Agreement, the Lenders hereby agree to refrain from further enforcing their rights and remedies under the Loan Agreements and the Security for the period commencing on the Effective Date ending on the earlier of (i) January 31, 2024; and (ii) the date on which this Forbearance Agreement is terminated pursuant to Section 8.01 (the **Forbearance Period**). Following the Forbearance Period, the Lenders will have no obligations under this Agreement.

The Lenders have not waived, and is not by this Forbearance Agreement waiving, and have no intention of waiving, any other Event of Default which may be existing on the date hereof or which may occur after the date hereof (whether the same or similar to the Existing Events of Default), and the Lenders have not agreed to forbear with respect to any of their rights or remedies concerning any such other Event of Default, the Lenders hereby reserve the right to exercise any rights, remedies and recourses that they may have under the Loan Documents and/or applicable law at any time should the Lenders determine in their sole discretion that the position of the Lenders have been adversely affected, including, without limitation, if any other Event of Default exists on the date hereof or occurs after the date hereof.

2.03 Acknowledgements of the Obligors

Each Obligor acknowledges, confirms and agrees to the Lenders as follows:

- (a) As at October 1, 2023;

- (i) the Herald is indebted to Fund III in the amount of (i) \$8,627,027.36 of outstanding principal and (ii) \$150,592.22 of outstanding PIK Interest, together with accrued interest and costs (the “**Herald Indebtedness**”); and
 - (ii) SaltWire is indebted to Fund V in the amount of (i) \$25,659,963.45 of outstanding principal and (ii) \$438,180.36 of outstanding PIK Interest, together with accrued interest and costs (the “**SaltWire Indebtedness**” and together with the Herald Indebtedness, the “**Total Indebtedness**”).
- (b) Each of the Obligors acknowledge that each of the Borrowers is in default (and therefore, by implication, all of the Obligors are in default) under each of the Loan Agreements and the Security. The Lenders are entitled to exercise all of their rights and remedies under each of the Loan Agreements and the Security.
 - (c) The Security is fully valid and enforceable by the Lenders against each party to the Security in accordance with its terms.
 - (d) The Lenders have provided reasonable notice to each of the Obligors in respect of the exercise of their rights and remedies under each of the Loan Agreements and the Security.
 - (e) To the extent permitted by law, each Obligor waives any defences and claims against each of the Lenders in connection with the exercise of their rights and remedies under this Agreement, the Loan Agreements, or the Security.

ARTICLE 3 AMENDMENTS TO LOAN AGREEMENTS

3.01 Repayment and Prepayment of Indebtedness

- (a) Notwithstanding the payment schedules set out in the Loan Agreements, during the Forbearance Period the Herald and SaltWire shall be required to make interest only payments, to be applied to the Loans on a pro rata basis on each of October 15, 2023, November 15, 2023, December 15, 2023 and January 15, 2024.
- (b) In addition to the payments set out in 3.01(a) above, any amounts received in respect of any federal or provincial corporate tax refunds shall be used to prepay the applicable Loans, such amounts to be paid within 3 Business Days of receipt of such funds.

3.02 Interest Calculation

- (a) The principal amount outstanding from time to time under the Herald Loan Agreement and the SaltWire Loan Agreement shall bear interest at a rate of 8.00%.
- (b) Interest shall be calculated and payable monthly on the daily outstanding principal, and shall accrue both after and before maturity, default and judgment, with interest on overdue interest at the same rate computed from the date of each advance calculated and payable monthly, in arrears, on the fifteenth (15th) day of each and every month in each and every year during the term including any extension or renewal thereof.

3.03 Calculation of Financial Covenants

During the Forbearance Period:

- (a) calculation of the financial covenants set out in sections 5.3(a) (“**Quick Ratio**”), 5.3(b) (“**Total Funded Debt to EBITDA Ratio**”) and 5.3(c) (“**Debt Service Coverage Ratio**”) of each of the Loan Agreements shall be suspended.
- (b) the Borrowers’ trailing twelve-month EBITDA, on a consolidated basis and calculated monthly, shall not be less than \$5,000,000.
- (c) the Borrowers’ cumulative net cash flow for any given week shall not vary unfavourably from the cumulative net cash flow in the previous cash flow projection or the Revised Cash Flow Projection by more than 15%.
- (d) the Borrowers’ cumulative cash disbursements for any given week shall not vary unfavourably from the cumulative cash disbursements in the previous cash flow projection or the Revised Cash Flow Projection by more than 15%.

ARTICLE 4 ADDITIONAL FORBEARANCE OBLIGATIONS

In addition to the obligations and covenants of the Obligors set out in the Loan Agreements, during the Forbearance Period, each Obligor hereby jointly and severally covenants and agrees as follows:

4.01 Recapitalization

The Borrowers shall undertake process to attract new investors, financiers or purchasers for their business (the “**Recapitalization**”) with the objective of repaying the Total Indebtedness in full. In connection with the Recapitalization:

- (a) The Borrowers has retained a corporate finance advisor (“**CFA**”), FTI Capital Advisors-Canada ULC (together with its affiliates, “**FTI**”) – the retainer of FTI is acceptable to the Lenders for the purposes of acting as an CFA and for no other purpose.
- (b) Starting the Friday after the first full week of its engagement, the CFA shall deliver a weekly report by no later than 5 p.m. Eastern Time each Friday, to the Lenders which shall include, among other things, (i) an update on the status of the Recapitalization; (ii) the identities of all parties who have been contacted (whether by the CFA, the Borrowers or Mark Lever or other members of management or the board), (iii) the progress of all discussions, stages of due diligence; and (iv) any other information which may be requested by the Lenders in their sole discretion.
- (c) The Borrowers and CFA shall provide the Lenders with advanced copies of all marketing materials prepared including any teaser, confidential information memorandum, form of confidentiality agreement and access to any virtual data room established by the CFA.
- (d) The Borrowers shall have received and delivered to the Lenders, at least one letter of intent in the Recapitalization on or prior to January 31, 2024, which

Recapitalization LOI shall be on terms and conditions acceptable to the Lenders in their sole discretion (“**Recapitalization LOI**”).

- (e) Copies of any and all Recapitalization LOIs, expressions of interest or other offers in respect of the Recapitalization shall be provided to the Lenders forthwith after receipt by the Borrowers or the CFA.

4.02 Financial Reporting

- (a) The Borrowers shall furnish to the Lenders annual financial statements of each of the Borrowers as well as combined financial statements for the Borrowers, each prepared in accordance with generally accepted accounting principles applied on a consistent basis, as at the end of the applicable year and signed by two (2) officers of the applicable Borrower, in accordance with the following schedule and external accountant assurance level requirements:

APPLICABLE FINANCIAL STATEMENTS	MINIMUM REQUIRED LEVEL OF ASSURANCE	DUE DATE
The Herald Retirement Plan, year ended December 31, 2022	Review engagement	November 15, 2023
Herald, year ended December 31, 2022	Review engagement	November 15, 2023
SaltWire, year ended December 31, 2022	Review engagement	October 31, 2023
SaltWire and Herald, combined, year ended December 31, 2022	Review engagement	December 31, 2023
Titan, year ended December 31, 2022	Review engagement	October 31, 2023
Headline, year ended December 31, 2022	Review engagement	October 31, 2023

For certainty, other than as specifically set out above, at all other times, the Borrowers shall deliver audited financial statements in accordance with their obligations and covenants pursuant to the provisions of each of the Loan Agreements.

- (b) By November 3, 2023, the Borrowers shall deliver to the Lenders a revised cash flow projection (the “**Revised Cash Flow Projection**”) and acceptable to the Lenders in their sole discretion.
- (c) By 5 p.m. Eastern Time on the Wednesday of each week, the Borrowers shall deliver to the Lenders a report (the “**Weekly Cash Flow Report**”) of the actual cash receipts and disbursements for the prior week and shall include management discussion and analysis of any material variances from the Revised Cash Flow Projection.

- (d) Within thirty (30) days after the end of each fiscal month, the Borrowers shall deliver to the Lenders (the “**Monthly Reports**”):
- (i) Internally prepared financial statements (including income statement, balance sheet, cash flow statement, aged accounts payable and accounts receivable listings, and schedule of capital expenditures) for such month and the portion of the fiscal year through to the end of such month, and shall include management discussion and analysis of any material variances in the financial results in such month from the recent financial projection presented to the Lenders and from the prior fiscal year. Such management discussion and analysis shall address relevant key performance indicators, including, but not limited to, membership count, revenue per member, full-time employee (FTE) count, and packages delivered,
 - (ii) Internally prepared divisional financial statements for Door Direct (including income statement and balance sheet) for such month and the portion of the fiscal year through to the end of such month,
 - (iii) Schedule of all related party account balances as at the end of the month, reconciled to each Borrower’s respective balance sheet,
 - (iv) Schedule of all long term debt as at the end of the month, reconciled to each Borrower’s respective balance sheet
 - (v) Schedule detailing the calculation of all financial covenants for the month, including those which are suspended,
 - (vi) Statements of account from Manulife Financial in respect to contributions to employee pension plans,, and
 - (vii) Online statements of account for each of the Borrowers from Canada Revenue Agency.
- (e) Within thirty (30) days after the end of each fiscal month, Titan and Headline shall deliver to the Lenders Internally prepared financial statements (including income statement, balance sheet, aged accounts payable and accounts receivable listings) for such month and the portion of the fiscal year through to the end of such month.
- (f) Within five (5) Business Days of receipt, the Borrowers shall provide to the Lenders copies of any and all communications received by any Obligor from the Canada Revenue Agency, including, but not limited, all statements of accounts and notices of assessment.

4.03 Other Reporting

The Obligors shall make arrangements as reasonably required to permit the Lenders’ nominee and Lenders’ financial and/ or legal advisors (including the Lender FA) to attend any meetings with David Boyd in his capacity as chief strategy officer (“**CSO**”) or the CFA (the “**Retained Advisors**”), either in person, or at the Lenders’ option, by telephone or other electronic means. The Obligors shall cause each of the Retained Advisors to deliver regular reports (oral and/or

written on such intervals determined by the Lenders in their sole discretion) to the Lenders. The Lenders shall be entitled to directly discuss with the Retained Advisors the progress on any of any of the work being carried out by them and any and all other duties being performed by each of the Retained Advisors.

4.04 2024 Budget and Business Plan

By no later than January 1, 2024, the Borrowers shall deliver to the Lenders their proposed budget and business plan for fiscal year 2024 (including income statement, balance sheet, cash flow statement, and schedule of capital expenditures) (the “**2024 Budget and Business Plan**”). The Borrowers shall detail the major assumptions and key performance indicators supporting the 2024 Budget and Business Plan and provide management discussion and analysis of the projected financial results from the prior fiscal year. The 2024 Budget and Business Plan shall have been reviewed by the CSO and be acceptable to the Lenders in their sole discretion.

4.05 Late Reporting

If any reporting required to be made pursuant to this Agreement or the Loan Agreements is not provided when the same is due, the Lenders may charge a late reporting fee (the “**Late Reporting Fee**”) equal to: (a) \$1,000; plus (b) \$1,000 for each consecutive occurrence in which the Borrowers have provided any such late reporting. The Late Reporting Fee shall be charged for each occurrence of late reporting in the Lenders’ sole and absolute discretion, is in consideration of the Lenders’ time, effort and diligence in following up and obtaining the reporting required hereunder after the Borrowers’ failure to provide the same, and shall be fully earned and payable when the same is charged by the Lenders.

4.06 Financial Advisor

- (a) The Obligors acknowledge that the Lenders have engaged KSV Advisory Inc. (the “**Lender FA**”) to act as the Lender’s financial advisor pursuant to the terms of an engagement letter dated October [24], 2023.
- (b) The Obligors acknowledge and agree that they will cooperate fully with the Lender FA including, without limitation, by providing promptly upon request, any and all cash flow projections including the Revised Cash Flow Projection, Weekly Cash Flow Reports, Monthly Reports, 2024 Budget and Business Plans, financial information, information pertaining to the status of the sale of the Obligor’s real property, information pertaining to the status of Door Direct, information pertaining to the status of the litigation claim by SaltWire against Transcontinental Nova Scotia Media Group Inc., et. al. and other information requested by the Lenders or Lender FA during the Forbearance Period, the whole at the Obligors’ sole cost and expense and shall cause the CFA, the CSO or any other person as may be requested by the Lender FA to meet with or provide reports to the Lender FA.

4.07 Access to Meetings

The Obligors shall provide access to any person designated by the Lenders including their financial and legal advisors (including the Lender FA) to attend, as an observer, board, leadership and strategic meetings of the officers or directors of each of the Obligors (the “**Leadership Meetings**”) and shall contemporaneously provide all materials that each Obligor sends to the officers or directors of the Obligors in connection with the Leadership Meetings.

4.08 Property Tax Reserve Amount

- (a) The Obligors shall (i) continue to pay a monthly property tax reserve amount directly to the property tax reserve account (the "**PTR Account**") which amount, as of November 15, 2023, shall be \$45,000; (ii) hereby consent and agree to the Lenders making the payments against any property taxes which may become due and owing and notwithstanding such payments, acknowledge and agree the Lenders' payment of the outstanding property taxes does not diminish or obviate the responsibility of the Obligors to pay such amounts, and (iii) acknowledge and agree that the amounts paid to the PTR Account shall be subject to the Lenders' Security and included within the description of "all present and after acquired personal property" as referred to in the applicable Loan Documents.
- (b) Within five (5) Business Days of receipt, the Borrowers shall provide to the Lenders copies of any and all communications received by any Obligor from any municipality in respect of any Real Property, including, but not limited, all statements of accounts, notices of assessment, etc.

4.09 Management Compensation and Reporting

- (a) Notwithstanding section 5.2(e) of each of the Loan Agreements, during the Forbearance Period no Obligor shall, directly or indirectly, pay any salary, bonus, management fee, any other form remuneration, distribution, dividend or interest on or repayment of any shareholder or related party loans or advances (together, "**Compensation**"), in each case, in excess of (x) ██████████ in aggregate per calendar year to Sarah Dennis, and (y) ██████████ in aggregate per calendar year to all other directors, officers, equity holders or any individuals related to Mark Lever or Sarah Dennis. Sarah Dennis may draw down shareholder loan liability balances from any of the Obligors, or related parties to the Obligors, each at the same annual limits set out above in lieu of employment income. The combination of employment income and shareholder loan repayments shall not exceed the respective individual limits noted. Effective, November 1, no further Compensation shall be paid to Mark Lever during the Forbearance Period.
- (b) The Borrowers shall deliver to the Lenders on or before February 28 of each year, (i) certified copies of the T4s filed with Canada Revenue Agency for the immediately preceding taxation year for all directors and officers of each Obligor and (ii) a certificate executed by an officer or director of each of the Obligors certifying (x) any and all direct or indirect payments (including any draw downs of shareholder loans contemplated under Section 4.07(a)) made to any officer, director, employee or equity holder of any Obligor and (y) compliance by all Obligors with the provisions of Section 4.07(a) of this Agreement.
- (c) The Borrowers shall deliver to the Lenders within 30 calendar days of each fiscal quarter end of the Obligors, certified copies of the quarterly year to date payroll and corporate records of each Obligor showing all direct and indirect Compensation and any and all other forms of compensation or payments to made to any and all directors, officers, equity holders and employees of each Obligor, including, for certainty, Mark Lever and Sarah Dennis and any person Controlled by them.

- (d) Sarah Dennis shall continue to have monthly pro rata withholdings from her Compensation which withheld amounts will be used to repay in full by December 31, 2023, the Compensation that was paid to her in excess of her prescribed limit in 2022 (the “**Excess Compensation**”). The Borrowers shall provide prompt evidence to the Lenders of such withholdings and reduced outstanding balance of the excess Compensation on a monthly basis.

4.10 Payment of all amounts when due

Each Obligor (other than a Limited Guarantor) shall pay or cause to be paid to the Lenders when due any and all amounts required by this Agreement, the Loan Agreements, or the Security.

4.11 Insurance

Each Obligor shall maintain in good standing all of its insurance policies as reasonably required by the Lenders under the Loan Agreements and the Security from time to time.

4.12 Inspections

Each Obligor shall:

- (a) permit the Lenders and their representatives at any time to inspect, and make copies and summaries of, its books of account, records, and documents, make any enquiries to verify any entries in its books of account, records, and documents; and
- (b) provide the Lenders with all reports that the Lenders may reasonably require (including reports on all relevant sales, purchases, receipts, deposits, payments, contracts, or agreements), and assist the Lenders with the preparation of any reports that the Lenders are required to make.

4.13 No transfer of assets

No Obligor shall transfer any asset to any Person except or specifically contemplated and permitted in accordance with the terms hereof. This covenant shall only apply to any Obligor whose security is limited to the securities pledged in favour of the Lenders (a “**Limited Guarantor**”) by such Limited Guarantor pursuant to the terms of the relevant guarantee and pledge agreements entered into by such Limited Guarantor.

4.14 No unauthorized payments or intergroup advances

Except as specifically contemplated and permitted pursuant to the terms hereof, each Obligor (other than a Limited Guarantor) shall refrain from (i) declaring any dividends, (ii) making any capital expenditures, (iii) making any intercompany or intergroup transfers of any tax refund, credit, or re-imbursement, including but not limited to any “media tax credits”, or (iv) selling, transferring, releasing, settling, assigning, or moving any of its property or assets. Each Obligor (other than Limited Guarantor) shall also refrain from (x) making any purchases or payments outside the ordinary course of business, (y) incurring any expenses or liabilities outside the ordinary course of business, or (z) granting any bonuses or salary increases to employees outside of the ordinary course of business in accordance with past practice of the Obligors (and in any event only in compliance with all applicable covenants under the Loan Agreements and the Security); *provided that* no bonuses, salary increases or other forms of compensation may be

granted to any directors, officers or equity holders of any Obligor without the prior written consent of the Lenders in their sole discretion. Each Limited Guarantor, shall refrain from selling, transferring, releasing, settling or assigning any of the securities pledged in favour of either of the Lenders pursuant to the terms of the relevant guarantee and pledge agreements entered into by such Limited Guarantor.

4.15 No material changes

No Obligor shall change its name, its jurisdiction of incorporation or location of chief executive office or its fiscal year or effect a material change in the nature and character of its business.

4.16 No loans, etc.

No Obligor shall make or provide the benefit of any loan, facility, guarantee, letter of credit, advance, or other financing or amount provided by either of the Lenders to or on behalf of any Obligor, whether before, on, or after the date of this Agreement, in favour of any Person.

4.17 No merger

- (a) No Obligor shall consolidate, amalgamate, or merge with any other Person.
- (b) No Obligor (other than a Limited Guarantor) shall:
 - (i) acquire the shares of any Person outside of the ordinary course of its business, or
 - (ii) invest in, lend money to, guarantee, provide any financial assistance, or assume the indebtedness of any Person otherwise than by way of credit or advances in the ordinary course of their business in respect of goods or services required or provided by them.

4.18 No change to share capital

No Obligor (other than a Limited Guarantor) shall:

- (a) increase, reduce, change, classify or reclassify its authorized or issued capital or issue any additional shares thereof, except as specifically contemplated and permitted pursuant to the terms of this Agreement; or
- (b) purchase, redeem, acquire or retire any of its shares.

4.19 Priority Liabilities

Each Obligor shall, at all times, keep the Lenders fully informed and advised of the status of any outstanding HST liabilities, source deduction liabilities, employee pension liabilities, or any other liabilities of each of the Obligors in each case that may rank in priority to the Security (the "**Priority Liabilities**").

4.20 Advisor Fees

The Borrowers irrevocably agree that, on the 15th day of every month after presentation of invoices, the Lenders may debit their accounts for the payment of any and all fees and expenses otherwise due and payable by the Borrowers under the Loan Agreements or under this Agreement or any amendments thereto (including legal fees and the Lender FA fees).

4.21 Lenders' Demand and NITES and Obligors' consents

- (a) Each of the Obligors acknowledges receipt from each of the Lenders of demand for repayment of the Obligations dated October 27, 2023 (the "**Refreshed Demand Letters**") along with notice of intention to enforce security issued in accordance with section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), a copy of which is attached at Schedule F hereto (the "**Refreshed NITES**"). Each of the Obligors hereby (i) waives its right to the ten (10) day notice period under section 244(2) of the *Bankruptcy and Insolvency Act* (Canada) and consents to immediate enforcement of the Security by the Lenders; and (ii) acknowledges and agrees that, subject to section 2.02 above, the Lenders are entitled to immediately enforce on the Security.
- (b) Each of the Obligors acknowledge and agree that the Refreshed Demand Letters and Refreshed NITES were validly delivered by the Lenders and shall remain in full force and effect throughout the Forbearance Period and that the Lenders have not, and will not be deemed to have waived, varied, altered or withdrawn same by virtue of entering into this Agreement or otherwise. Each of the Obligors further acknowledges, consents, and confirms that the Lenders may continue to rely on the Refreshed Demand Letters and Refreshed NITES and the Lenders shall be entitled to act on same in respect of all of the Obligations and all of the Security without the need to issue any further, refreshed or new demand or notice of intention to enforce security.

ARTICLE 5 OBLIGORS' REPRESENTATIONS AND WARRANTIES

Each Obligor jointly and severally represents and warrants to the Lenders that each of the representations and warranties contained in Article 2.00 of each of the Loan Agreements are true and correct as of the date hereof. Each Obligor further jointly and severally represents and warrants to the Lenders as follows, acknowledging that the Lenders are relying on these representations and warranties:

- (a) If it is a corporation, it is a corporation incorporated and existing under the laws of the jurisdiction of its incorporation.
- (b) If it is a corporation, it has the corporate power and capacity to carry on business, to own properties and assets, and to execute, deliver, and perform its obligations under this Agreement.
- (c) If it is a corporation, it has taken all necessary corporate action to authorize its execution and delivery of, and the performance of its obligations under, this Agreement.
- (d) It has duly executed and delivered this Agreement.
- (e) This Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms

- (f) The execution, delivery, and performance of its obligations under this Agreement do not and will not breach or result in a default under
 - (i) if applicable, its memorandum of association, articles of association, by-laws, or any shareholders agreement to which it is a party,
 - (ii) any law to which it is subject,
 - (iii) any judgment, order, or decree of any court, agency, tribunal, arbitrator, or other authority to which it is subject, or
 - (iv) any agreement to which it is a party or by which it is bound.
- (g) It is not required to obtain any action, approval, authorization, consent, or order of, or make any filing, registration, qualification, or recording with, any Governmental Authority or any other Person in connection with the execution or delivery of, or the performance of its obligations under, this Agreement.
- (h) It holds all necessary permits and other authorizations necessary to own, lease, and operate its properties and to conduct its business as it is now carried on.
- (i) No proceedings have been taken or authorized by it or, to its knowledge, by any other Person relating to its bankruptcy, insolvency, liquidation, dissolution, or winding up.
- (j) It has disclosed to the Lenders all information relating to the Obligors and their respective businesses, assets, and financial condition to the date of this Agreement that may be relevant. All of the books and records of the Obligors provided as of the date of this Agreement are true and complete in all respects.
- (k) Other than as disclosed to the Lenders pursuant to the terms of this Agreement, all Priority Liabilities of each of the Obligors are current and not in arrears.
- (l) It is not aware of any fact, event, circumstance, or condition relating to any other Obligor that may cause the Lenders not to enter into or accept any of the terms of this Agreement.

ARTICLE 6 FEES

As a condition precedent to the effectiveness of this Agreement, the Borrowers shall pay to the Lenders for their ratable benefit a forbearance fee in the amount of \$90,000 (the "**Forbearance Fee**").

ARTICLE 7 CONDITIONS TO EFFECTIVENESS

This Agreement shall not become effective (the "**Effective Date**") until each of the following conditions precedent (collectively, the "**Conditions Precedent**") are satisfied or otherwise waived by the Lenders:

- (a) the Lenders shall have received this Agreement duly executed and delivered by the Obligors;

- (b) The Lenders shall have received evidence to its satisfaction, that balance owing to the Lenders as of October 27, 2023 in respect of Excess Compensation is \$19,609.00;
- (c) the Forbearance Fee shall have been received by the applicable payee;
- (d) the Borrowers shall have paid the outstanding legal fees and disbursements of Norton Rose Fulbright Canada LLP of \$45,943.98;
- (e) the Borrowers shall have complied with all covenants and all other obligations imposed upon it pursuant to this Agreement;
- (f) no event shall have occurred and be continuing which constitutes a Default other than the Existing Events of Default; and
- (g) the Lenders shall have received an executed consent from the Obligors, in the form set out in **Schedule "B"** hereto (the "**Enforcement Consent**"), to the immediate private or court-appointment of an interim receiver, receiver, receiver and manager or monitor, which consent shall be held in escrow by the Lender's counsel, Norton Rose Fulbright Canada LLP, and used in the event of the termination, expiration or non-commencement of the Forbearance Period.

ARTICLE 8

TERMINATION OF FORBEARANCE PERIOD AND CONSENT TO RECEIVERSHIP

8.01 Termination

Upon the occurrence of any of the following event, which event has not been cured within two (2) Business Days, this Agreement shall forthwith terminate:

- (a) any Obligor defaults in the payment or performance of any obligation under this Agreement, or any of its Obligations;
- (b) any representation or warranty made by any Obligor in this Agreement, either of the Loan Agreements, the Security or in any certificate or other document at any time delivered to the Lenders pursuant thereto was incorrect or misleading in any material respect,
- (c) any Obligor denies its obligations under this Agreement, either of the Loan Agreements, or the Security, or claims that any of them is invalid in whole or in part,
- (d) (i) any of the Retained Advisor's engagements is terminated or any terms of engagement relating to any Retained Advisor are materially changed without the Lenders' prior written consent in their sole discretion, or (ii) any Retained Advisor reports to the Lenders at any time that the Obligors are not exercising good faith efforts to achieve closing or completion of any of the Recapitalization or other undertakings in connection with a Retained Advisor is assisting, or that any advice of any Retained Advisor or requirements of the Lenders are not being followed or pursued in good faith;
- (e) any additional Default or Event of Default arises under the applicable Loan Agreement;

- (f) the Excess Compensation is not fully repaid by December 31, 2023; and
- (g) any individual Obligor fails to make payment of any Priority Liabilities as and when due or allows the balance of any outstanding Priority Liabilities to increase other than to the extent such Priority Liabilities are not yet due and payable.

8.02 Impact of Termination

Upon the termination of the Forbearance Period:

- (a) all of the Obligations, including all of the Indebtedness and all other amounts payable under this Agreement and any amounts incurred or arising in connection with the Loan Agreements and the Security, will become immediately due and payable without Notice;
- (b) the Lenders may immediately exercise any rights or remedies available to them under the Loan Agreements and the Security, and each Obligor shall
 - (i) perform and make payment in full of all of their respective Obligations that remain outstanding at that time (including all the Indebtedness, together with accrued and accruing interest and related costs and expenses) without any further Notice, or
 - (ii) consent to the Lenders' immediate enforcement of all of the Security to which it is a party (including the appointment of a trustee in bankruptcy, the appointment of an agent, a receiver, a manager, or a receiver and manager, as the Lenders may see fit in their sole absolute discretion without any further Notice).

ARTICLE 9 RELEASE

9.01 Release

The Obligors jointly and severally release and discharge the Lenders and their respective directors, officers, employees, and agents, from and against all claims and demands that they may have against either of the Lenders arising up to the date of this Agreement out of any action or omission of either of the Lenders or for any other reason.

ARTICLE 10 GENERAL PROVISIONS

10.01 Entire agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter. This Agreement supersedes any previous agreements and discussions between the parties. There are no representations, covenants, or other terms other than those set forth in this Agreement.

10.02 Further assurances

Each party, upon receipt of Notice by another party, shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

10.03 Amendment

This Agreement may only be amended by a written document signed by each of the parties.

10.04 Conflict of terms

If there is any inconsistency between the terms of this Agreement and the terms of either of the Loan Agreements or the Security, the terms of this Agreement will prevail, provided that, to the extent that either this Agreement or the Loan Agreements or the Security are silent on a particular matter, the Loan Agreement, the Security, or this Agreement, as the case may be, will govern relating to that matter. The parties shall take any necessary steps to conform the inconsistent terms to the terms of this Agreement.

10.05 Binding effect

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

10.06 Assignment

This Agreement may not be assigned by any Obligor without the Lenders' prior written consent. The Lenders may assign this Agreement and may transfer the Security to any Person without any of the Obligors' prior written consent.

10.07 Notice

To be effective, a Notice must be in writing and delivered in accordance with Article 9.00 of the Loan Agreements.

10.08 Powers of Attorney

Each Obligor hereby constitutes and appoints each of the Lenders or either of them, with full power of substitution, as its attorney and agent, with full power and authority, in its name, place and stead, to make, execute, acknowledge, and deliver all documents necessary under this Agreement, the Loan Agreements, or the Security, to commence, continue, or defend any proceedings authorized to be taken under this Agreement the Loan Agreements, or the Security, and to generally to use the name of each Obligor in the exercise of all or any of the powers conferred on the Lenders in this Agreement, the Loan Agreements, or the Security. This power of attorney is irrevocable and is a power coupled with an interest and is granted to secure the performance by each Obligor of its obligations under this Agreement, the Loan Agreements, or the Security. Each Obligor will be bound by any representations made by its attorney acting in good faith and without negligence under that power of attorney (provided that such representations have been made by it in this Agreement or otherwise in writing by it to its attorney), and each Obligor ratifies and hereby waives all defences that may be available to contest, negate, or disaffirm, all actions of its attorney taken in good faith and without negligence under this power of attorney.

10.09 Governing law

The laws of Nova Scotia and the laws of Canada applicable in Nova Scotia, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.

10.10 Submission to jurisdiction

The parties irrevocably attorn to the jurisdiction of the courts of Nova Scotia, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

10.11 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Agreement.


10.12 Receipt of copy


Each Obligor acknowledges having received a signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first written above.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

DocuSigned by:

Per: 6165962494FA41B...
Name: Russell French
ASO

DocuSigned by:

Per: ACFF4F38444048E...
Name: Brian Ko
ASO

THE HALIFAX HERALD LIMITED

Per: _____
Name: _____
Title: _____

G.W.D. INVESTMENTS LIMITED

Per: _____
Name: _____
Title: _____

HEADLINE PROMOTIONAL PRODUCTS LIMITED


Per: _____
Name: _____
Title: _____

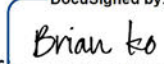
SARAH A. DENNIS FAMILY TRUST (2009)

Per: _____
Name: _____
Title: Trustee

WITNESS: _____
Name: _____

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

DocuSigned by:

Per: 6165962494FA41B...
Name: Russell French
ASO

DocuSigned by:

Per: ACEE4E38444048E...
Name: Brian Ko
ASO

SALTWIRE NETWORK INC.

Per: _____
Name: _____
Title: _____

BRACE CAPITAL LIMITED

Per: _____
Name: _____
Title: _____

BRACE HOLDINGS LIMITED

Per: _____
Name: _____
Title: _____

**THE MARK LEVER FAMILY TRUST
(2017)**

Per: _____
Name: _____
Title: Trustee

SARAH A. DENNIS

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of date first written above.

FIERA PRIVATE DEBT FUND III LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

FIERA PRIVATE DEBT FUND V LP,
by its General Partner Fiera Private Debt
Fund GP Inc.

Per: _____
Name: Russell French
ASO


Per: _____
Name: Russell French
ASO

Per: _____
Name: Brian Ko
ASO

Per: _____
Name: Brian Ko
ASO

THE HALIFAX HERALD LIMITED

SALTWIRE NETWORK INC.

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

G.W.D. INVESTMENTS LIMITED

BRACE CAPITAL LIMITED

Per: 
Name:
Title:

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

HEADLINE PROMOTIONAL PRODUCTS LIMITED


BRACE HOLDINGS LIMITED

Per: 
Name: MARK LEVER
Title:

Per: 
Name: MARK LEVER
Title:

SARAH A. DENNIS FAMILY TRUST (2009)

THE MARK LEVER FAMILY TRUST (2017)

Per: 
Name:
Title: Trustee

Per: 
Name: MARK LEVER
Title: Trustee


WITNESS: 
Name: Dawn Scott


SARAH A. DENNIS

TITAN SECURITY & INVESTIGATION INC.

Per: _____

Name: _____


MARK LEVEL

SCHEDULE “A” – EXISTING EVENTS OF DEFAULT

All Defaults and Events of Default set out in the Seventh Amended and Restated Forbearance Agreement along with the following:

- The Borrowers failed to provide weekly cash flow reporting from August 26, 2023 to October 13, 2023.
- The Borrowers have failed to make monthly employee related contributions under their defined contribution pension plans, which amounts, as at October 4, 2023 are: SaltWire \$142,000; Halifax Herald \$187,000.
- HST Liabilities have increased and have the following balances as at October 4, 2023: SaltWire \$2,513,850; Halifax Herald \$4,883,285.
- The Obligors have failed to deliver required annual financial statements for the 2022 financial year.
- The Obligors have failed to sell any of their Real Property or, in the case of 311 Bluewater Road, list such property for sale.
- The Borrowers have failed to meet their trailing twelve month EBITDA requirement of \$4.3MM as at March 31, 2023 or \$6.0MM as of June 30, 2023.

SCHEDULE "B"
ENFORCEMENT CONSENT


TO: FIERA PRIVATE DEBT FUND III LP, by its sole general partner FIERA PRIVATE DEBT FUND GP INC. ("Fund III") and FIERA PRIVATE DEBT FUND V LP, by its sole general partner FIERA PRIVATE DEBT FUND GP INC. ("Fund V" and together with Fund III, the "Lenders")

AND TO: their solicitors, Norton Rose Fulbright Canada LLP


THE HALIFAX HERALD LIMITED, SALTWIRE NETWORK INC., G.W.D. INVESTMENTS LIMITED, BRACE CAPITAL LIMITED, BRACE HOLDINGS LIMITED, HEADLINE PROMOTIONAL PRODUCTS LIMITED, THE MARK LEVER FAMILY TRUST 2017, TITAN SECURITY & INVESTIGATION INC., SARAH A. DENNIS FAMILY TRUST 2009 and SARAH DENNIS hereby consent to: (i) the immediate appointment by the Lender of a private receiver or receiver and manager in respect of the Debtors' assets, property and undertaking and any and all of the Debtors' books and records (collectively, the **Assets**); (ii) the immediate appointment by Court Order of an interim receiver, receiver or receiver and manager of the Assets pursuant to subsections 47(1) and 243(1) of the *Bankruptcy and Insolvency Act* and any applicable provincial legislation; and/or (iii) the commencement of creditor-led proceedings pursuant to the *Companies' Creditors Arrangement Act*.

DATED as of the _____ day of _____, 2023.


THE HALIFAX HERALD LIMITED

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO


SALTWIRE NETWORK INC.

Per: 
Name: MARK LEVER
Title: PRESIDENT + CEO

G.W.D. INVESTMENTS LIMITED


Per: 
Name: Sarah Dennis

BRACE CAPITAL LIMITED

Per: 
Name: MARK LEVER


Title:

HEADLINE PROMOTIONAL PRODUCTS LIMITED

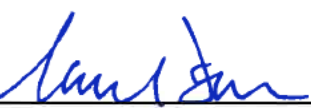
Per: 
Name: MARK LEVER
Title:

Title:

BRACE HOLDINGS LIMITED


Per: 
Name: MARK LEVER
Title:

SARAH A. DENNIS FAMILY TRUST (2009)

Per: 
Name:
Title: Trustee

THE MARK LEVER FAMILY TRUST (2017)

Per: 
Name: MARK LEVER
Title: Trustee

WITNESS: 
Name: TIM SCOTT


SARAH A. DENNIS

TITAN SECURITY & INVESTIGATION INC.

Per: 

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "BB" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



October 27, 2023

DELIVERED

**Saltwire Network Inc.
The Halifax Herald Limited
G.W.D. Investments Limited
Brace Capital Limited
Brace Holdings Limited
Headline Promotional Products Limited
Titan Security & Investigation Inc.
The Mark Level Family Trust 2017
Sarah A. Dennis Family Trust 2009
Sarah Dennis**

2717 Joseph Howe Drive
Halifax, Nova Scotia
B3J 2T2

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, Ontario M5K 1E7 Canada

F: +1 416.216.3930

nortonrosefulbright.com

Jennifer Stam
+1 416.202.6707
jennifer.stam@nortonrosefulbright.com

Dear Mesdames and/or Sirs:

Re: Indebtedness of THE HALIFAX HERALD LIMITED (the “Herald”)

We are counsel to FIERA PRIVATE DEBT FUND III LP, by its sole general partner FIERA PRIVATE DEBT FUND GP INC. (“**Fund III**”).

Fund III has made available certain credit facilities to the Herald under a loan agreement dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**Herald Loan Agreement**”).

Pursuant to the terms of the Herald Loan Agreement, the Herald and each of SALTWIRE NETWORK INC. (“**SaltWire**”), G.W.D. INVESTMENTS LIMITED (“**GWD**”), BRACE CAPITAL LIMITED (“**Brace Capital**”), BRACE HOLDINGS LIMITED (“**Brace Holdings**”), HEADLINE PROMOTIONAL PRODUCTS LIMITED (“**Headline**”), TITAN SECURITY & INVESTIGATION INC. (“**Titan**”), THE MARK LEVER FAMILY TRUST 2017 (“**Lever Trust**”), SARAH A. DENNIS FAMILY TRUST 2009 (“**Dennis Trust**”) and SARAH DENNIS (“**Dennis**”) (collectively with the Herald, the “**Obligors**”) have executed and delivered to Fund III the documents listed in Schedule A (Herald Loan & Security Documents) (the “**Herald Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations to Fund III that may be outstanding from time to time.

The Obligors and the Lenders entered into a seventh amended and restated forbearance agreement dated January 5, 2023, and effective as of December 15, 2023, to amend and restate the sixth amended and restated forbearance agreement as provided therein (as amended by the letter agreement dated June 29, 2023, the “**Seventh Amended and Restated Forbearance Agreement**”). The forbearance period under the Seventh Amended and Restated Forbearance Period has expired.

The Obligors and Lenders have agreed to enter into the eighth amended and restated forbearance agreement dated as of October 27, 2023, to be effective as of July 15, 2023 (the “**Eighth Amended and Restated Forbearance Agreement**”).

The Obligors continue to be in default under the Herald Loan Agreement and the Herald Security including, without limitation, those Events of Default set out on Schedule “B” hereto (the “**Existing Events of Default**”).

October 27, 2023



As of the date hereof, the Herald is indebted to Fund III in the amount of (i) \$8,647,826.77 of outstanding principal and interest pursuant to the terms of the Herald Loan Agreement; and (ii) \$150,592.22 of outstanding PIK Interest pursuant to the terms of the Eighth Amended and Restated Forbearance Agreement (the “**Herald Indebtedness**”). Interest continues to accrue at a rate of \$1,890.86 per day.

Fund III hereby demands immediate repayment of the Herald Indebtedness in full.

Unless Fund III receives payment of the Herald Indebtedness, plus accrued and accruing interest, fees, costs, expenses and other allowable charges to the date of payment, within ten (10) days of the date of this demand, Fund III will take such further action, remedy or proceeding as Fund III is entitled to secure payment of the amounts hereby demanded and to protect or enforce its security.

This demand is made pursuant to and in accordance with the Herald Loan Agreement, the Herald Security, the Eighth Amended and Restated Forbearance Agreement and other agreements and documents governing the Herald Indebtedness hereby demanded and is made without prejudice to Fund III’s rights to take such other steps and make such further demands as Fund III may see fit to protect its position.

Concurrently with the delivery of this demand, we are delivering the enclosed Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) in respect of the Herald Security.

Yours truly,

A handwritten signature in black ink, appearing to be 'JS' with a flourish.

Jennifer Stam
Partner

JS/am
Enclosures

SCHEDULE A
HERALD LOAN & SECURITY DOCUMENTS

1. The Herald Loan Agreement, as amended;
2. Collateral mortgage between Herald and Fund III dated July 18, 2012, as amended pursuant to a mortgage amending agreement dated April 6, 2022, over the following owned property of Herald;

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

3. General Security Agreement between Herald and Fund III dated July 19, 2012;
4. General Security Agreement between Brace Capital and Fund III dated July 19, 2012;
5. Trademark Security Agreement between Herald and Fund III dated July 19, 2012;
6. Trademark Security Agreement between Brace Capital and Fund III dated July 19, 2012;
7. Guarantee/Pledge Agreement between GWD and Fund III dated July 19, 2012, as amended;
8. Guarantee Agreement between Brace Capital and Fund III dated July 19, 2012;
9. Guarantee/Pledge Agreement between Dennis and Fund III dated July 19, 2012, as amended;
10. Guarantee/Pledge Agreement by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
11. General Security Agreement between SaltWire and Fund III dated April 12, 2017;
12. Guarantee Agreement between SaltWire and Fund III dated April 12, 2017;
13. General Security Agreement between Headline and Fund III dated January 1, 2018;
14. Trademark Security Agreement between Headline and Fund III dated January 1, 2018;
15. Guarantee Agreement between Headline and Fund III dated January 1, 2018;
16. Amended and Restated Guarantee/Pledge Agreement between Brace Holdings and Fund III dated January 1, 2018;
17. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis (limited to pledged shares of Brace Holdings);
18. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis Trust (limited to pledged shares of Brace Holdings and GWD);
19. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Lever Trust (limited to pledged shares of Brace Holdings);
20. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Brace Holdings (limited to pledged shares of Brace Capital, Herald and Saltwire)
21. General Security Agreement between Titan and Fund III dated September 16, 2022;
22. Guarantee Agreement between Titan and Fund III dated September 16, 2022; and
23. Share Pledge Agreement between Brace Capital and Fund III dated September 16, 2022.

SCHEDULE B

1. All Defaults and Events of Default set out in the Seventh Amended and Restated Forbearance Agreement along with the following:
 - The Borrower failed to provide weekly cash flow reporting from August 26, 2023 to October 13, 2023.
 - The Borrower failed to make monthly employee related contributions under their defined contribution pension plans, which amounts, as at October 4, 2023 are \$187,000.
 - HST Liabilities have increased and have the following balance as at October 4, 2023: \$4,883,285.
 - The Obligors have failed to deliver required annual financial statements for the 2022 financial year.
 - The Obligors have failed to sell any of their Real Property or, in the case of 311 Bluewater Road, list such property for sale.
 - The Borrower failed to meet its trailing twelve month EBITDA requirement of \$4.3MM as at March 31, 2023 or \$6.0MM as of June 30, 2023.

NOTICE OF INTENTION TO ENFORCE SECURITY

TO EACH OF:

THE HALIFAX HERALD LIMITED (the “**Herald**”)

SALTWIRE NETWORK INC. (“**SaltWire**”)

G.W.D. INVESTMENTS LIMITED (“**GWD**”)

BRACE CAPITAL LIMITED (“**Brace Capital**”)

BRACE HOLDINGS LIMITED (“**Brace Holdings**”)

HEADLINE PROMOTIONAL PRODUCTS LIMITED (“**Headline**”)

THE MARK LEVER FAMILY TRUST 2017 (“**Lever Trust**”)

SARAH A. DENNIS FAMILY TRUST 2009 (“**Dennis Trust**”)

SARAH DENNIS (“**Dennis**”)

TITAN SECURITY & INVESTIGATION INC. (“**Titan**”)

(collectively, the “**Obligors**”), and each an insolvent person

TAKE NOTICE THAT:

1. Under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), **FIERA PRIVATE DEBT FUND III LP**, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC.** (“**Fund III**”) a secured creditor of the Obligors, intends to enforce its security in all of the following property and assets of the Obligors:
 - a. all real property of the Obligors secured by the Herald Security (as defined below), including those described in Schedule “A” hereto (the “**Real Property**”); and
 - b. all present and future undertaking and property, both real and personal, of the Obligors secured by the Herald Security,(collectively, the “**Collateral**”).
2. The security that is to be enforced is in the form of, among other things:
 - a. a first mortgage/charge executed by the Herald in favour of the Fund III registered on title to the Real Property on February 10, 2021 as Document Reference: 101148865;
 - b. General Security Agreement between Herald and Fund III dated July 19, 2012;
 - c. General Security Agreement between Brace Capital and Fund III dated July 19, 2012;
 - d. Trademark Security Agreement between Herald and Fund III dated July 19, 2012;
 - e. Trademark Security Agreement between Brace Capital and Fund III dated July 19, 2012;
 - f. Guarantee/Pledge Agreement between GWD and Fund III dated July 19, 2012, as amended;
 - g. Guarantee Agreement between Brace Capital and Fund III dated July 19, 2012;
 - h. Guarantee/Pledge Agreement between Dennis and Fund III dated July 19, 2012, as amended;


- i. Guarantee/Pledge Agreement by Brace Holdings (as successor to Halifax Herald Holdings Limited) dated December 11, 2013;
 - j. General Security Agreement between SaltWire and Fund III dated April 12, 2017;
 - k. Guarantee agreement between SaltWire and Fund III dated April 12, 2017;
 - l. General Security Agreement between Headline and Fund III dated January 1, 2018;
 - m. Trademark Security Agreement between Headline and Fund III dated January 1, 2018;
 - n. Guarantee Agreement between Headline and Fund III dated January 1, 2018;
 - o. Amended and Restated Guarantee/Pledge Agreement between Brace Holdings and Fund III dated January 1, 2018;
 - p. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis (limited to pledged shares of Brace Holdings);
 - q. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis Trust (limited to pledged shares of Brace Holdings and GWD);
 - r. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Lever Trust (limited to pledged shares of Brace Holdings);
 - s. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Brace Holdings (limited to pledged shares of Brace Capital, Herald and Saltwire)
 - t. General Security Agreement between Titan and Fund III dated September 16, 2022;
 - u. Guarantee Agreement between Titan and Fund III dated September 16, 2022;
 - v. Share Pledge Agreement between Brace Capital and Fund III dated September 16, 2022; and
 - w. all ancillary, supplemental and additional documents thereto,
- (collectively, the “**Herald Security**”)
3. The total amount of indebtedness secured by the Herald Security as of the date hereof (excluding accrued and accruing fees and costs) is (i) 8,647,826.77of outstanding principal and interest pursuant to the terms of the loan agreement between Fund III and the Obligors dated July 19, 2012, as amended by amending agreements dated June 5, 2013, December 11, 2013, February 17, 2015, May 5, 2016, April 12, 2017, January 1, 2018, and May 14, 2018 and (ii) \$150,592.22 in accrued PIK interest pursuant to the terms of the eighth amended and restated forbearance agreement between, *inter alia*, Fund III and the Obligors dated as of October 27, 2023 to be effective as of July 15, 2023. Interest continues to accrue at a rate of \$1,890.86 per day.
4. Fund III will not have the right to enforce the Herald Security until after the expiry of the ten-day period following the sending of this notice, unless the Obligors consent to an earlier enforcement.

[signature page follows]

DATED at Toronto, this 27th day of October, 2023.

FIERA PRIVATE DEBT FUND III LP, by its General Partner
Fiera Private Debt Fund GP Inc.

By its counsel, Norton Rose Fulbright Canada LLP

Per:  _____
Name: Jennifer Stam

SCHEDULE "A"

Real Property

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

October 27, 2023

DELIVERED

**Saltwire Network Inc.
The Halifax Herald Limited
G.W.D. Investments Limited
Brace Capital Limited
Brace Holdings Limited
Headline Promotional Products Limited
Titan Security & Investigation Inc.
The Mark Level Family Trust 2017
Sarah A. Dennis Family Trust 2009
Sarah Dennis**

2717 Joseph Howe Drive
Halifax, Nova Scotia
B3J 2T2

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, Ontario M5K 1E7 Canada

F: +1 416.216.3930

nortonrosefulbright.com

Jennifer Stam
+1 416.202.6707
jennifer.stam@nortonrosefulbright.com

Dear Mesdames and/or Sirs:

Re: Indebtedness of SALTWIRE NETWORK INC. (“SaltWire”)

We are counsel to FIERA PRIVATE DEBT FUND V LP, by its sole general partner FIERA PRIVATE DEBT FUND GP INC. (“**Fund V**”).

Fund V has made available certain credit facilities to SaltWire under a loan agreement dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 (such loan agreement and each amending agreement together referred to herein as the “**SaltWire Loan Agreement**”).

Pursuant to the terms of the SaltWire Loan Agreement, SaltWire and each of THE HALIFAX HERALD LIMITED (“**Herald**”), G.W.D. INVESTMENTS LIMITED (“**GWD**”), BRACE CAPITAL LIMITED (“**Brace Capital**”), BRACE HOLDINGS LIMITED (“**Brace Holdings**”), HEADLINE PROMOTIONAL PRODUCTS LIMITED (“**Headline**”), TITAN SECURITY & INVESTIGATION INC. (“**Titan**”), THE MARK LEVER FAMILY TRUST 2017 (“**Lever Trust**”), SARAH A. DENNIS FAMILY TRUST 2009 (“**Dennis Trust**”) and SARAH DENNIS (“**Dennis**”) (collectively with the Herald, the “**Obligors**”) have executed and delivered to Fund V the documents listed in Schedule A (SaltWire Loan & Security Documents) (the “**SaltWire Security**”) for the purpose of guaranteeing and securing the payment and performance of all present and future debts, liabilities, and obligations to Fund V that may be outstanding from time to time.

The Obligors and the Lenders entered into a seventh amended and restated forbearance agreement dated January 5, 2023, and effective as of December 15, 2023, to amend and restate the sixth amended and restated forbearance agreement as provided therein (as amended by the letter agreement dated June 29, 2023, the “**Seventh Amended and Restated Forbearance Agreement**”). The forbearance period under the Seventh Amended and Restated Forbearance Period has expired.

The Obligors and Lenders have agreed to enter into the eighth amended and restated forbearance agreement dated as of October 27, 2023, to be effective as of July 15, 2023 (the “**Eighth Amended and Restated Forbearance Agreement**”).

The Obligors continue to be in default under the Saltwire Loan Agreement and the Saltwire Security including, without limitation, those Events of Default set out on Schedule “B” hereto (the “**Existing Events of Default**”).

October 27, 2023



As of the date hereof, SaltWire is indebted to Fund V in the amount of (i) \$25,721,828.57 of outstanding principal and interest pursuant to the terms of the SaltWire Loan Agreement and (ii) \$438,180.36 of outstanding PIK Interest pursuant to the terms of the Fifth Amended and Restated Forbearance Agreement (the "**SaltWire Indebtedness**"). Interest continues to daily at a rate of \$5,624.10 per day.

Fund V hereby demands immediate repayment of the SaltWire Indebtedness in full.

Unless Fund V receives payment of the SaltWire Indebtedness, plus accrued and accruing interest, fees, costs, expenses and other allowable charges to the date of payment, within ten (10) days of the date of this demand, Fund V will take such further action, remedy or proceeding as Fund V is entitled to secure payment of the amounts hereby demanded and to protect or enforce its security.

This demand is made pursuant to and in accordance with the SaltWire Loan Agreement, the SaltWire Security, the Eighth Amended and Restated Forbearance Agreement and other agreements and documents governing the SaltWire Indebtedness hereby demanded and is made without prejudice to Fund V's rights to take such other steps and make such further demands as Fund V may see fit to protect its position.

Concurrently with the delivery of this demand, we are delivering the enclosed Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) in respect of the SaltWire Security.

Yours truly,

A handwritten signature in black ink, appearing to read "JS", with a long horizontal flourish extending to the right.

Jennifer Stam
Partner

JS/am
Enclosures

SCHEDULE A

SALTWIRE LOAN & SECURITY DOCUMENTS

1. The SaltWire Loan Agreement, as amended;
2. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
3. General Security Agreement between Herald and Fund V dated April 12, 2017;
4. General Security Agreement between Brace Capital and Fund V dated April 12, 2017;
5. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
6. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
7. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;
8. Guarantee by Herald in favour of Fund V dated April 12, 2017;
9. Guarantee by Brace Capital in favour of Fund V dated April 12, 2017;
10. Guarantee/Pledge by Dennis dated April 12, 2017;
11. Guarantee/Pledge by Dennis Trust dated April 12, 2017;
12. Guarantee/Pledge by Lever Trust dated April 12, 2017;
13. Guarantee/Pledge by GWD dated April 12, 2017;
14. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
15. Share Pledge Agreement by Brace Capital in favour of Fund V dated April 12, 2017;
16. Collateral Mortgage over the following owned real property of SaltWire

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

17. Guarantee by Headline in favour of Fund V in dated January 1, 2018;
18. General Security Agreement between Headline and Fund V dated January 1, 2018
19. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
20. Amended and Restated Guarantee/Pledge by Brace Holdings in favour of Fund V dated January 1, 2018;
21. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis (limited to pledge shares of Brace Holdings);
22. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis Trust (limited to pledge shares of Brace Holdings and GWD);
23. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Lever Trust (limited to pledge shares of Brace Holdings);
24. General Security Agreement between Titan and Fund V dated September 16, 2022;
25. Guarantee by Titan in favour of Fund V dated September 16, 2022; and
26. Share Pledge Agreement by Brace Capital in favour of Fund V dated September 16, 2022;

SCHEDULE B

1. All Defaults and Events of Default set out in the Seventh Amended and Restated Forbearance Agreement along with the following:
2.
 - The Borrower failed to provide weekly cash flow reporting from August 26, 2023 to October 13, 2023.
 - The Borrower failed to make monthly employee related contributions under their defined contribution pension plans, which amounts, as at October 4, 2023 are \$142,000
 - HST Liabilities have increased and have the following balance as at October 4, 2023: \$2,513,850.
 - The Obligors have failed to deliver required annual financial statements for the 2022 financial year.
 - The Obligors have failed to sell any of their Real Property or, in the case of 311 Bluewater Road, list such property for sale.
 - The Borrower failed to meet its trailing twelve month EBITDA requirement of \$4.3MM as at March 31, 2023 or \$6.0MM as of June 30, 2023.

NOTICE OF INTENTION TO ENFORCE SECURITY

TO EACH OF:

SALTWIRE NETWORK INC. (“SaltWire”)

THE HALIFAX HERALD LIMITED (the “Herald”)

G.W.D. INVESTMENTS LIMITED (“GWD”)

BRACE CAPITAL LIMITED (“Brace Capital”)

BRACE HOLDINGS LIMITED (“Brace Holdings”)

HEADLINE PROMOTIONAL PRODUCTS LIMITED (“Headline”)

THE MARK LEVER FAMILY TRUST 2017 (“Lever Trust”)

SARAH A. DENNIS FAMILY TRUST 2009 (“Dennis Trust”)

SARAH DENNIS (“Dennis”)

TITAN SECURITY & INVESTIGATION INC. (“Titan”)

(collectively, the “**Obligors**”), and each an insolvent person

TAKE NOTICE THAT:

1. Under section 244(1) of the *Bankruptcy and Insolvency Act* (Canada), **FIERA PRIVATE DEBT FUND V LP**, by its sole general partner **FIERA PRIVATE DEBT FUND GP INC. (“Fund V”)**, a secured creditor of the Obligors, intends to enforce its security in all of the following property and assets of the Obligors:
 - a. all real property of the Obligors secured by the SaltWire Security (as defined below), including those described in Schedule “A” hereto (the “**Real Property**”); and
 - b. all present and future undertaking and property, both real and personal, of the Obligors secured by the SaltWire Security,

(collectively, the “**Collateral**”).
2. The security that is to be enforced is in the form of, among other things:
 - a. General Security Agreement between SaltWire and Fund V dated April 12, 2017;
 - b. General Security Agreement between Herald and Fund V dated April 12, 2017;
 - c. General Security Agreement between Brace Capital and Fund V dated April 12, 2017;
 - d. Trademark Security Agreement between SaltWire and Fund V dated April 12, 2017;
 - e. Trademark Security Agreement between Herald and Fund V dated April 12, 2017;
 - f. Trademark Security Agreement between Brace Capital and Fund V dated April 12, 2017;

- g. Guarantee by Herald in favour of Fund V dated April 12, 2017;
- h. Guarantee by Brace Capital in favour of Fund V dated April 12, 2017;
- i. Guarantee/Pledge by Dennis dated April 12, 2017;
- j. Guarantee/Pledge by Dennis Trust dated April 12, 2017;
- k. Guarantee/Pledge by Lever Trust dated April 12, 2017;
- l. Guarantee/Pledge by GWD dated April 12, 2017;
- m. Guarantee/Pledge by Brace Holdings dated April 12, 2017;
- n. Share Pledge Agreement by Brace Capital in favour of Fund V dated April 12, 2017;
- o. Collateral Mortgage over the following owned real property of SaltWire

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

- p. Guarantee by Headline in favour of Fund V dated January 1, 2018;
- q. General Security Agreement between Headline and Fund V dated January 1, 2018;
- r. Trademark Security Agreement by Headline in favour of Fund V dated January 1, 2018;
- s. Amended and Restated Guarantee/Pledge by Brace Holdings in favour of Fund V;
- t. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis (limited to pledged shares of Brace Holdings);
- u. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Dennis Trust (limited to pledged shares of Brace Holdings and GWD);
- v. Limited Recourse Guarantee and Pledge Agreement of the obligations of the Borrower issued by Lever Trust (limited to pledged shares of Brace Holdings);
- w. General Security Agreement between Titan and Fund V dated September 16, 2022;
- x. Guarantee by Titan in favour of Fund V dated September 16, 2022;
- y. Share Pledge Agreement by Brace Capital in favour of Fund V dated September

16, 2022; and

- z. all ancillary, supplemental and additional documents thereto,
(collectively, the "**SaltWire Security**).
3. The total amount of indebtedness secured by the SaltWire Security as the date hereof (excluding accrued and accruing fees and costs) is (i) 25,721,828.57 of outstanding principal and interest pursuant to the terms of the loan agreement between Fund V and the Obligors dated April 12, 2017, as amended by amending agreements dated January 1, 2018 and May 14, 2018 and (ii) \$438,180.36 of outstanding PIK Interest pursuant to the terms of the eighth amended and restated forbearance agreement between, *inter alia*, Fund V and the Obligors dated as of October 27, 2023 to be effective as of July 15, 2023. Interest continues to daily at a rate of \$5,624.10 per day.
 4. Fund V will not have the right to enforce the SaltWire Security until after the expiry of the ten-day period following the sending of this notice, unless the Obligors consent to an earlier enforcement.

[signature page follows]

DATED at Toronto, this 27th day of October, 2023.

FIERA PRIVATE DEBT FUND V LP, by its General
Partner Fiera Private Debt Fund GP Inc.

By its counsel, Norton Rose Fulbright Canada LLP

Per:

DocuSigned by:
Jennifer Stam

Name: Jennifer Stam

SCHEDULE "A"

Real Property

Province	Civic Address	Parcel Identification Number
Nova Scotia	311 Bluewater Road Bedford	40873648

Province	Civic Address	Parcel Identification Number
Nova Scotia	255 George Street, Sydney Cape Breton County	15395890
Newfoundland & Labrador	36 Austin Street, St. John's	n/a
	400 Topsail Road, St. John's	n/a

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "CC" referred to in
the affidavit of Russell French, sworn to
before me on March 8, 2024.



Signature



SUBORDINATION AGREEMENT

THIS AGREEMENT dated as of April 12, 2017 among TRANSCONTINENTAL NOVA SCOTIA MEDIA GROUP INC. (the "**Subordinate Creditor**"), INTEGRATED PRIVATE DEBT FUND III LP, by its sole general partner INTEGRATED PRIVATE DEBT FUND GP INC. ("**IPD Fund III**") as lender under that certain Loan Agreement dated as of July 19, 2012 between, among others, THE HALIFAX HERALD LIMITED. ("**Herald**"), as borrower and IPD III (as the same may be amended, restated or replaced from time to time, the "**Fund III Loan Agreement**") and INTEGRATED PRIVATE DEBT FUND V LP, by its sole general partner INTEGRATED PRIVATE DEBT FUND GP INC. ("**IPD Fund V**" and together with IPD Fund III, the "**Senior Lender**"), as lender under that certain Loan Agreement dated as of April 12, 2017 between, among others, SALTWIRE NETWORK INC. ("**Saltwire**", and together with Herald, the "**Debtors**"), as borrower and IPD Fund V (as the same may be amended, restated or replaced from time to time, the "**Fund V Loan Agreement**" and together with the Fund III Loan Agreement, the "**Loan Agreement**").

WHEREAS Saltwire has borrowed Cdn \$10,000,000, (the "**Subordinate Loan**") from the Subordinate Creditor, and Herald has guaranteed the obligations of Saltwire to the Subordinate Creditor, as evidenced by the terms of a VTB promissory note issued by Saltwire in favour of the Subordinate Creditor dated as of April 12, 2017 (the "**Subordinate Note**");

WHEREAS it is desirable that the Subordinate Creditor, the Senior Lender and the Debtors confirm the respective priorities of the Subordinate Creditor, on the one hand, and the Senior Lender, on the other hand, as creditors of the Debtors and their affiliates; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, it is agreed as follows:

1. Subordination to Senior Debt.
 - 1.1 To the extent and in the manner set forth in this Agreement, the Subordinate Loan including payment of all principal, interest and other amounts under the Subordinate Note, or any claim which is the equivalent of or a substitute for any such principal, interest or other amount, or for damages arising from the acquisition of the Subordinate Note or for reimbursement or contribution on account of such a claim, or any other obligation of the Debtors or any of their affiliates to the Subordinate Creditor under or in respect of the Subordinate Loan or the Subordinate Note (collectively the "**Subordinate Debt**") are hereby expressly made subordinate and subject in right of payment to the prior payment in full in cash of all indebtedness and liabilities of any and every nature whatsoever, direct or indirect, absolute or contingent, matured or unmatured, whether as primary debtor or as surety, which the Debtors or any of their affiliates have incurred or are under or may hereafter incur or be under to the Senior Lender pursuant to or in respect of the Loan Agreement.
 - 1.2 Subject to subsection 1.4, the Subordinate Creditor shall not take or receive from the Debtors or any of their affiliates, directly or indirectly, cash or other assets or by set-off or in any other manner, and the Debtors shall not make, and shall ensure that their affiliates do not make, any payment of any of the Subordinate Debt at any time until such time as the Senior Debt has been paid in full in cash and any agreement or obligation on the part of the Senior Lender to make further financial accommodation to either of the Debtors has been

terminated as confirmed in writing by the Senior Lender to the Subordinate Creditor.

- 1.3 Subject to subsection 1.4, without limitation of subsection 1.2 hereof, the Debtors shall not pay, and the Subordinate Creditor shall not accept payment of, directly or indirectly, any principal of the Subordinate Debt, and none of the Debtors and their affiliates shall purchase or otherwise acquire all or any part of the Subordinate Note prior to such time, and the Subordinate Creditor shall not sell or otherwise transfer all or any part of the Subordinate Note to either of the Debtors or any of the Debtors' affiliates prior to such time as the Senior Debt has been paid in full in cash and the Loan Agreement has been terminated as confirmed in writing by the Senior Lender to the Subordinate Creditor, which confirmation shall be sent promptly after such termination.
- 1.4 Notwithstanding the terms of sections 1.2 and 1.3 hereof, the Subordinate Creditor shall be entitled to obtain from Saltwire and retain regularly scheduled payments of principal in accordance with the terms of section 2 of the Subordinate Note, and shall be entitled to obtain from Saltwire and retain interest payable by Saltwire to the Subordinate Creditor on the Subordinate Debt at a rate and with payment frequency as set out in the Subordinate Note until any default or event of default occurs under the Subordinate Note or the Subordinate Creditor receives notice or learns:
- (a) from the Debtors, the Senior Lender or any other person, that either of the Debtors is in default of payment of any of its indebtedness, liability or obligations to the Senior Lender; or
 - (b) from the Debtors, the Senior Lender or any other person that the Senior Lender has determined that any other Event of Default under and as defined in the Loan Agreement has occurred and is then continuing.

Upon and following such occurrence or receipt by the Subordinate Creditor of any such notice or knowledge, the terms of sections 1.2 and 1.3 hereof shall apply and the Subordinate Creditor shall not obtain or receive payment of any further principal, interest or otherwise from either of the Debtors.

- 1.5 The Subordinate Creditor shall not take, receive or hold at any time from either of the Debtors or any of their affiliates, and none of the Debtors and their affiliates shall provide to or for the benefit of the Subordinate Creditor, any lien or security interest with respect to any assets of the Debtors or any of their affiliates to secure all or any part of the Subordinate Debt. If any such lien or security interest is taken, received or held at any time contrary to the foregoing, such lien or security interest shall be and hereby is expressly made subordinate to all liens and security interests with respect to such assets held at any time and from time to time by or for the benefit of the Senior Lender, irrespective of (i) the time or sequence of execution, delivery or registration of any security document; (ii) the attachment or perfection of any security interest relating to such security document; (iii) the time or sequence of any advances under the Senior Debt or Subordinate Debt; (iv) the time or sequence of any demand, default or event of default under any security document; or (v) any other factor of legal relevance that would otherwise establish priorities.

2. Liquidation, Dissolution, Bankruptcy.

- 2.1 In the event of distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of the Debtors or any of their affiliates, or the proceeds thereof, to creditors, or any proposal by either of the Debtors or any of their affiliates to creditors for a readjustment, reamortization or restructuring of the Senior Debt or the Subordinate Debt, or other readjustment of any of the indebtedness or liabilities of the Debtors or any of their affiliates, whether any of the foregoing is by reason of liquidation, bankruptcy, arrangement, receivership, assignment for the benefit of creditors, marshalling of the assets or liabilities of the Debtors or any of their affiliates or any other action or proceeding involving the readjustment of all or any part of the Senior Debt or the Subordinate Debt, or the application of the assets of the Debtors or any of their affiliates to the payment or liquidation thereof, or upon the dissolution or other winding-up of the business of the Debtors or any of their affiliates, or upon the sale of all or substantially all of the business of the Debtors and any of their affiliates, the Senior Lender shall be entitled to receive payment in full in cash of the Senior Debt (including interest accruing to the date of receipt of such payment at the rate applicable to the relevant part of the Senior Debt before the Subordinate Creditor is entitled to receive any direct payment or distribution of any cash or other assets of the Debtors or any of their affiliates on account of the Subordinate Debt and, to that end, the Senior Lender shall be entitled to receive directly, for application in payment of the Senior Debt (to the extent necessary to pay all Senior Debt in full in cash after giving effect to any substantially concurrent payment or distribution to the Senior Lender in respect of the Senior Debt), any payment or distribution of any kind or character, whether in cash or other assets, which shall be payable or deliverable in any of the circumstances referred to in this subsection upon or with respect to the Subordinate Debt. To the extent any payment of Senior Debt (whether by or on behalf of the Debtors, as proceeds of security or enforcement of any right of set-off or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar person under any bankruptcy, insolvency, receivership or similar law, then if such payment is recoverable by, or paid over to, such trustee, receiver or other person, the Senior Debt or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred. For greater certainty, however, the foregoing shall not be applicable to any conveyance, sale, lease, transfer or other disposition of any assets or business of the Debtors or any of their affiliates, or any amalgamation, consolidation or merger of the Debtors or any of their affiliates, or any liquidation, winding up or dissolution of any of the Debtors' affiliates, that is specifically permitted by the Loan Agreement and is not prohibited by any of the terms of the Subordinate Debt.
- 2.2 In order to enable the Senior Lender to enforce its rights hereunder in any of the actions or proceedings described in subsection 2.1 hereof, upon the Subordinate Creditor's failure to make and present on a timely basis a proof of claim against the Debtors or any of their affiliates on account of the Subordinate Debt or other motion or pleading as may be reasonably necessary to establish the Subordinate Creditor's entitlement to payment of any Subordinate Debt, in any such case for at least 30 days after written request therefor by or on behalf of the Senior Lender to the Subordinate Creditor or until 10 days prior to when such proof of claim or other such motion or pleading is required by applicable law to be filed or taken, whenever is earlier, the Senior Lender is hereby irrevocably authorized

and empowered (but shall not be obliged), (i) to make and present for and on behalf of the Subordinate Creditor such proofs of claims or other such motions or pleadings and to demand, sue for, receive and collect any and all dividends or other payments or disbursements made thereon in whatever form the same may be paid or issued and to apply the same on account of the Senior Debt and (ii) to demand, sue for, collect and receive each of the aforesaid payments and distributions and give acquittance therefor and to file claims and take such other actions, in its own name or in the name of the Subordinate Creditor or otherwise, as the Senior Lender may deem necessary or advisable for the enforcement of this Agreement. For greater certainty, however, the foregoing shall not prohibit the Subordinate Creditor from making or presenting proofs of claim against the Debtors or any of their affiliates on account of the Subordinate Debt or from making any other motion or pleading as may be proper to establish the Subordinate Creditor's entitlement to payment of any Subordinate Debt.

3. Acceleration of Subordinate Debt. The Subordinate Creditor shall not accelerate the payment date of any principal, interest or other amount included in the Subordinate Debt until the Senior Lender has demanded immediate payment of all of the Senior Debt. Notwithstanding such acceleration of the Subordinate Debt, none of the Debtors and their affiliates shall, directly or indirectly, shall make, and neither the Subordinate Creditor nor any person on its behalf shall take or receive from the Debtors or any of their affiliates, directly or indirectly, in cash or other assets or by set-off or in any other manner, any payment of any of the Subordinate Debt after such acceleration so long as any of the Senior Debt remains outstanding.
4. Payments Received by the Subordinate Creditor. If the Subordinate Creditor shall receive any direct payment from or distribution of assets of the Debtors or any of their affiliates on account of the Subordinate Debt, which under the provisions of this Agreement and to the Subordinate Creditor's knowledge, it is not authorized to receive, then the Subordinate Creditor shall receive and hold such payment or distribution in trust for the benefit of the Senior Lender and shall promptly pay the same over to the Senior Lender in precisely the form received (except for the endorsement or assignment of the Subordinate Creditor or other person where necessary) to the extent necessary to pay the Senior Debt in full after giving effect to any substantially concurrent payment or distribution to or for the benefit of the Senior Lender in respect of the Senior Debt.
5. Subrogation to Rights of Senior Lender.
 - 5.1 After the Senior Debt has been paid in full (or other property satisfactory to the Senior Lender, acting reasonably) and any agreement or obligation on the part of the Senior Lender to make further financial accommodation to the Debtors, or either of them, has been terminated, the Subordinate Creditor shall be subrogated to the rights of the Senior Lender to receive payments and distributions of cash and other assets applicable to the Senior Debt, to the extent of the payments or distributions made to the Senior Lender in respect of, or otherwise applied to the payment of, the Senior Debt pursuant to this Agreement, until the Subordinate Debt shall be paid in full. For purposes of such subrogation, no payments or distributions to the Senior Lender of any cash or other assets to which the Subordinate Creditor would have been entitled except for the provisions of this Agreement, and no payments over pursuant to the provisions of this Agreement to the Senior Lender by the Subordinate Creditor shall, as among the Debtors or any of their affiliates and their respective creditors (other than the

Subordinate Creditor and the Senior Lender), be deemed to be a payment or distribution by the Debtors or any of their affiliates to or on account of the Senior Debt, it being understood that the provisions of this Agreement are solely for the purposes of defining the relative rights of the Subordinate Creditor on the one hand in relation to the rights of the Senior Lender on the other hand.

- 5.2 If any payment or distribution to which the Subordinate Creditor would otherwise have been entitled but for the provisions of this Agreement shall have been applied, pursuant to the provisions hereof, to the payment in full (or other property satisfactory to the Senior Lender, acting reasonably) of the Senior Debt, the Subordinate Creditor shall be entitled to receive from the Senior Lender (unless otherwise required by applicable law) any substantially contemporaneous payments or distributions received by or on behalf of the Senior Lender in excess of the amount sufficient to pay in full all of the Senior Debt.
- 5.3 The Debtors and the Senior Lender acknowledge and agree that payments made to the Subordinate Creditor which are required to be applied or paid over to the Senior Lender do not reduce the obligations of the Debtors to the Subordinate Creditor.
6. Rights of Subordinate Creditor Not to Be Impaired. Nothing contained in this Agreement is intended to or shall (i) impair, as among the Debtors and their creditors (other than the Senior Lender and the Subordinate Creditor), the obligation of the Debtors, which is absolute and unconditional, to pay to the Subordinate Creditor the Subordinate Debt as and when the same shall become due and payable, or (ii) affect the relative rights of the Subordinate Creditor, on the one hand, and the creditors of the Debtors (other than the Senior Lender), on the other hand, against the Debtors.
7. No Waiver of Subordination Provisions. No right of the Senior Lender to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Debtors or any of their affiliates or by any act or failure to act by the Senior Lender or any other agent of or trustee for the Senior Lender, or by any non-compliance by the Debtors or any of their affiliates with any of the agreements or instruments relating to the Subordinate Debt, regardless of any knowledge thereof which the Senior Lender may have or be otherwise charged with. Without limitation of the foregoing, but in no way relieving the Debtors of their obligations under this Agreement, the Senior Lender may, at any time and from time to time, without the consent of or notice to the Subordinate Creditor, without incurring responsibility to the Subordinate Creditor and without impairing or releasing the subordination and other benefits provided in this Agreement or the obligations hereunder of the Subordinate Creditor to the Senior Lender, do any one or more of the following:
 - (a) change the manner, place or terms of payment or change or extend the time of payment of, or renew, exchange, amend or alter the terms of any Senior Debt, any security therefor or guarantee thereof or any liability of either of the Debtors, or any guarantor of the Senior Debt, or any liability incurred directly or indirectly in respect thereof, or otherwise increase, reduce, amend, alter, renew, exchange, modify or supplement in any manner the Senior Debt or any instrument evidencing or guaranteeing or securing the same or any agreement under which any of the Senior Debt is outstanding;

- (b) sell, exchange, realize upon, enforce or otherwise deal with in any manner or otherwise securing the Senior Debt, notwithstanding subsection 5.1 hereof, or release or discharge any liability of the Debtors or any guarantor of the Senior Debt, or any liability incurred directly or indirectly in respect thereof;
- (c) settle or compromise any Senior Debt or any other liability of the Debtors or any guarantor of the Senior Debt, or any security therefor or any liability incurred directly or indirectly in respect thereof, and apply any sums by whomsoever paid and however realized to any liability (including the Senior Debt) in any manner or order; and
- (d) fail to take or to record or otherwise perfect, or release, surrender or discharge, any lien or security interest securing the Senior Debt, exercise any right or remedy against the Debtors or any guarantor of the Senior Debt or any security or any other person, and elect any remedy and otherwise deal freely with the Debtors and any guarantor of the Senior Debt and with any security.

The Subordinate Creditor hereby agrees that all payments received by the Senior Lender may be applied, reversed and reapplied, in whole or in part, to any of the Senior Debt, as the Senior Lender in its sole discretion deem appropriate.

8. Subordinate Creditor's Waivers; Acknowledgements. All of the Senior Debt shall be deemed to have been made or incurred and continued in reliance upon this Agreement. The Subordinate Creditor expressly waives any notice of the acceptance by the Senior Lender of the subordination and other provisions of this Agreement and all other notices not specifically required pursuant to the terms of this Agreement, and the Subordinate Creditor expressly waives notice of reliance by the Senior Lender upon the subordination and other agreements as herein provided. The Subordinate Creditor agrees that the Senior Lender has made no warranties or representations with respect to the due execution, legality, validity, completeness or enforceability of any agreement or instrument relating to the Senior Debt or the collectability of the Senior Debt, that the Senior Lender shall be entitled to manage and supervise its financial accommodation to the Debtors in accordance with applicable law and its usual practices, modified from time to time as it deems appropriate under the circumstances, without regard to the existence of any rights that the Subordinate Creditor may now or hereafter have in or to any of the assets of the Debtors or any of their affiliates. The Senior Lender agrees that the Subordinate Creditor has made no warranties or representations with respect to the due execution, legality, validity, completeness or enforceability of any agreement or instrument relating to the Subordinate Debt or the collectability of the Subordinate Debt, that the Subordinate Creditor shall be entitled to manage and supervise its financial accommodation to the Debtors in accordance with applicable law and its usual practices, modified from time to time as it deems appropriate under the circumstances, without regard to the existence of any rights that the Senior Lender may now or hereafter have in or to any of the assets of the Debtors or any of their affiliates (but subject always to the terms of this Agreement).
9. Senior Lender's Waivers. No waiver shall be deemed to be made by the Senior Lender of any of its rights hereunder, unless the same shall be in writing signed by the Senior Lender, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Senior Lender or the

obligations of the Subordinate Creditor to the Senior Lender in any other respect or at any other time.

10. Successors and Assigns; Assignment of Senior Debt. All of the terms, conditions, covenants and provisions of this Agreement shall be binding upon the Subordinate Creditor and its successors and assigns and shall enure to the benefit of the Senior Lender and its successors and assigns and to any persons which purchase or refinance all or any part of the Senior Debt. The Senior Lender and the Subordinate Creditor shall have the right to assign, sell or transfer (including without limitation the sale of a participation) all or any part of the Senior Debt and the Subordinate Debt, respectively, provided that any assignee of the Subordinate Creditor shall, prior to the effectiveness of the respective assignment, agree to be bound by all of the terms and conditions of this agreement in the place of the Subordinate Creditor. Any person acquiring an interest in the Senior Debt and the Subordinate Debt, as the case may be, from the Senior Lender or the Subordinate Creditor, or any successor or assignee of the Senior Lender or the Subordinate Creditor, or any person refinancing all or any part of the Senior Debt, shall have the benefit of this Agreement and each acknowledgement relating hereto as if such person were an original party hereto.
11. Notices. Any notice desired or required to be given under this Agreement shall be in writing and shall be deemed to have been validly served, given or delivered (i) three days after deposit in a post office, properly addressed, with proper postage prepaid, (ii) when sent, after receipt of confirmation of transmission by facsimile, telex or similar transmission, (iii) the next business day after deposited with a reputable overnight courier in Toronto with all charges prepaid or (iv) when delivered, if hand delivered by messenger; all of which shall be when properly addressed to the party to be notified and sent to the address or number indicated as follows:

If to the Debtors:

2717 Joseph Howe Drive
Halifax, Nova Scotia B3J 2T2
Attention: President, with a copy to the Chief Financial Officer
Facsimile: (902) 426-1164

If to the Subordinate Creditor:

1 Place Ville-Marie, Suite 3240
Montreal, Quebec, H3B 0G1
Attention: Chief Legal Officer and Corporate Secretary
Facsimile: (514) 954-2802

If to the Senior Lender:

70 University Avenue
Suite 1200
Toronto, Ontario M5J 2M4
Attention: Brian Ko
Facsimile: (416) 367-2594


or to such other address of a party hereto as it may designate to the other parties hereto in the manner herein prescribed.

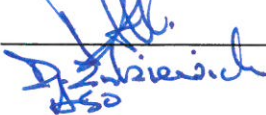
12. Exchange of Information. The Debtors agree (and the Debtors on behalf of each of their affiliates agree) that the Senior Lender and the Subordinate Creditor may provide the other with information concerning the Debtors and their affiliates.
13. Entire Agreement; Severability. This Agreement contains the entire subordination agreement among the parties hereto with respect to the indebtedness, liabilities and assets of the Debtors and their affiliates. If any of the provisions of this Agreement shall be held invalid or unenforceable by any court having jurisdiction, this Agreement shall be construed as if not containing those provisions, and the rights and obligations of the parties hereto should be construed and enforced accordingly.
14. Cumulative Rights. The rights, powers and remedies of the Senior Lender under this Agreement shall be in addition to all rights, powers and remedies given to the Senior Lender by virtue of any statute or rule of law, any agreement or instrument relating to the Senior Debt or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised excessively or concurrently.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Province of Nova Scotia.
16. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Next page is the Signing Page]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

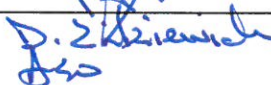
**INTEGRATED PRIVATE DEBT FUND III LP,
by its general partner INTEGRATED
PRIVATE DEBT FUND GP INC.**

By: 
Name: Brian K
Title: ASO

By: 
Name: D. Z. Kienreich
Title: ASO

**INTEGRATED PRIVATE DEBT FUND V LP,
by its general partner INTEGRATED
PRIVATE DEBT FUND GP INC.**

By: 
Name: Brian K
Title: ASO

By: 
Name: D. Z. Kienreich
Title: ASO

**TRANSCONTINENTAL NOVA SCOTIA
MEDIA GROUP INC.**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

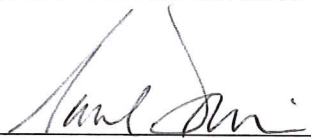
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

**TRANSCONTINENTAL NOVA SCOTIA
MEDIA GROUP INC.,** as the Subordinate
Creditor


By: 
Name: Nelson Gentiletti
Title: Chief Financial and
Development Officer

By: 
Name: Donald LeCavalier
Title: Senior Vice President,
Finance

SALTWIRE NETWORK INC.

By: 
Name: *Sarah A. Dennis*
Title: *Secretary*

THE HALIFAX HERALD LIMITED

By: 
Name: *Sarah A. Dennis*
Title: *Chairman & Publisher*

SCHEDULE "A"
SUBORDINATE NOTE
[see attached]

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "DD" referred to in
the affidavit of Russell French, sworn to
before me on March 8, 2024.



Signature



2018



Hfx No. 487088

SUPREME COURT OF NOVA SCOTIA

BETWEEN:

SALTWIRE NETWORK INC.

Plaintiff

-and-

GROUPE DES MÉDIAS TRANSCONTINENTAL DE LA NOUVELLE-ÉCOSSE INC./TRANSCONTINENTAL NOVA SCOTIA MEDIA GROUP INC., GROUPE DES MÉDIAS TRANSCONTINENTAL DES PROVINCES DE L'ATLANTIQUE S.E.N.C./TRANSCONTINENTAL ATLANTIC MEDIA GROUP G.P., IMPRIMERIES TRANSCONTINENTAL INC./ TRANSCONTINENTAL PRINTING INC., IMPRIMERIES TRANSCONTINENTAL 2005 S.E.N.C. / TRANSCONTINENTAL PRINTING 2005 G.P., and OPTIPRESS PRINTING G.P. /IMPRIMERIES OPTIPRESS S.E.N.C.

Defendants

-and-

THE HALIFAX HERALD LIMITED

Third Party

AFFIDAVIT SWORN TO AND AFFIRMED BY IAN SCOTT (Responding to the Defendants' Motion Herein for Security for Costs)

I, **Ian Scott**, Businessperson, of Halifax, Nova Scotia, swear, affirm, and give my evidence as follows:

Preamble:

1) I am the Plaintiff's Chief Operating Officer, and I have personal knowledge of the facts and matters sworn to and affirmed below, unless the contrary is expressly stated.

2) This Affidavit is in response to the Notice of Motion (Security for Costs) ("the Motion") which was filed in these proceedings on behalf of the Defendants on June 14th, 2023.

3) The Motion is returnable for hearing on January 24th, 2024.

4) According to the Motion, the Defendants' evidence in support of the Motion will be:

A solicitor's affidavit to be sworn and filed before the deadline, concerning the status of the litigation and the Plaintiff's financial capacity to satisfy a judgment in costs.

5) I have been informed by the Plaintiff's Counsel, Gavin Giles, K.C., that he knows of no such solicitor's affidavit to date.

6) As for the Defendants' reasons for the Motion, they appear to have been set out in correspondence directed by their Counsel, Kevin Latimer, K.C., to Mr. Giles, K.C., on May 2nd, 2023.

7) A copy of that correspondence is attached as Exhibit "A".

8) According to the correspondence directed by Mr. Latimer, K.C.:

The more immediate issue, however, concerns a motion for security for costs. We understand that CAR holds a judgment in excess of \$3 million against [the Plaintiff] with a further judgement [sic] against [the Third Party] for \$3.2 million (see copies attached). Further, our understanding is that [the Plaintiff's] default to the IPD Fund remains uncured. Again, please advise if that's the case, and confirm the amount of the current indebtedness. If the CRA judgement [sic] and IPD indebtedness are outstanding, our instructions are to seek an order for security for costs against [the Plaintiff] unless your client is prepared to consent to posting security in the amount of \$500,000 (based on the amount involved and the applicable Tariff).

The Plaintiff's Financial Status:

9) As of the date herein, the Plaintiff is a solvent company, fully able and capable of meeting all of its financial obligations as they come due.

10) Regarding the Defendants' Motion generally, I have reviewed the rebuttable presumption provisions of *Civil Procedure Rule 45.02(3)(a)-(d)*.

11) The Plaintiff is a Nova Scotia business corporation which carries on business throughout Nova Scotia, and in other places, from its registered offices located at Halifax, Nova Scotia.

12) I know of no outstanding or unsatisfied judgment for Costs to which the Plaintiff is a party.

13) The Plaintiff is an operating company with owned and leased premises, vehicles of different types, other assets, employees, business operations which produce a consistent revenue stream, and it is not in any manner a "nominal party".

14) Since the Plaintiff's commencement of these proceedings, it has maintained the same consistent address.

15) In addition to its business operations which produce a consistent revenue stream, the Plaintiff owns several pieces of real property: a building in Sydney, Nova Scotia, appraised at a minimum value of \$2Million, a building in Yarmouth, Nova Scotia, appraised at a minimum value of \$300,000, and a building in St. John's, Newfoundland and Labrador, appraised at a minimum value of \$5.4Million.

16) Though subject to mortgages, the mortgage on each one of these several pieces of real property are current and have been kept current.

The CRA Judgment:

17) As disclosed by Mr. Latimer, K.C. by way of his correspondence of May 2nd, 2023, to which I have made reference in Paragraph 6 above, a Certificate of Judgment against the Plaintiff was issued out of the Federal Court, in favour of the Minister of National Revenue, on September 11th, 2019, in the sum of \$3,079,978.88 ("the Certificate of Judgment").

18) A copy of the Certificate of Judgment is attached as Exhibit "B".

19) The Certificate of Judgment relates to HST remittances.

20) I know of no legal process initiated by the Minister of National Revenue against the Plaintiff, and to which the Plaintiff was permitted to respond, prior to the Certificate of Judgment being issued.

21) According to the Certificate of Judgment, the \$3,079,978.88 to which I have made reference in Paragraph 15 above, was due as of August 9th, 2019.

22) A substantial portion of the \$3,079,978.88 to which I have made reference in Paragraph 21 above, arose solely, or in part, because of the Defendants' breaches of their obligations and contractual agreements to remit HST for that certain period as detailed in the Plaintiff's Amended Statement of Claim herein dated October 3rd, 2019.

23) As such, the \$3,079,978.88 to which I have made reference in Paragraph 22 above, related to HST remittances due from the Defendants and the Plaintiff both before and after the acquisition of the Defendants' assets by the Plaintiff as detailed in the Plaintiff's Amended Statement of Claim herein dated October 3rd, 2019.

24) Nevertheless, between August 9th, 2019 and the present, the \$3,079,978.88 to which I have made reference in Paragraph 23 above has been reduced to approximately \$1,850,000.

25) Moreover, and because of a recent change to Federal taxation legislation relating specifically to the newspaper publishing industry in Canada and known as the "Federal Journalism Labour Tax Credit", the Plaintiff will receive an additional annual income tax refund of approximately \$1Million, which the Plaintiff expects will be applied to the \$1,850,000 balance to which I have made reference in Paragraph 24 above.

26) An Additional source of income which will soon be available to the Plaintiff, to further liquidate the HST balance to which I have made reference in Paragraph 26 above, and for other purposes, will be the \$100Million annually, which, through its negotiations with the Federal government pursuant to the provisions of the *On-Line News Act*, Google has agreed to pay to members of the Canadian journalism industry, one of which is the Plaintiff.

27) According to the formula agreed between Google and the Federal government, the Plaintiff's annual share of the annual \$100Million to which I have made reference in Paragraph 27 above, is expected to range between \$2Million and \$2.5Million.

IPD Fund:

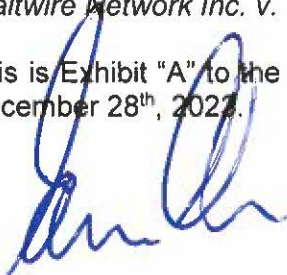
28) It is not correct for the Defendants to imply that the Plaintiff is in default of any obligation to the IPD Fund, as the Plaintiff and IPD are parties to a written Forbearance Agreement, the provisions, terms and conditions of which, are and have consistently been maintained current by the Plaintiff.

2018

Hfx No. 487088

Saltwire Network Inc. v. Transcontinental Nova Scotia Media Group Inc. et. al.

This is Exhibit "A" to the Affidavit sworn to and affirmed herein by Ian Scott on December 28th, 2022.

A handwritten signature in blue ink, appearing to be 'Ian Scott', is written over the text of the affidavit.

Gavin Giles, K.C.,
A Barrister of the Supreme Court of Nova Scotia

May 2, 2023

VIA Email: gavin.giles@mcinnescooper.com

Gavin Giles K.C.
McInnes Cooper
McInnes Cooper Tower – Purdy's Wharf
Halifax, NS B3J 2V1

Dear Gavin:

**Re: Saltwire Network Inc. v. Transcontinental Nova Scotia Media Group Inc.
Hfx No. 487088**

We write in response to your letter of April 11, 2023, to first address your request for additional documents, and then to raise two matters on behalf of our client.

We have discussed your request for additional records with Transcon. Our client will conduct further investigations as appropriate to ensure that any additional relevant, non-privileged documents in Transcon's possession that are responsive to the requests are obtained and disclosed in due course.

The more immediate issue, however, concerns a motion for security for costs. We understand that CRA holds a judgement in excess of \$3 million against Saltwire with a further judgement against the Herald for \$3.2 million (see copies attached). Please advise whether the Saltwire judgement is, in fact, outstanding. Further, our understanding is that Saltwire's default to the IPD Fund remains uncured. Again, please advise if that's the case and confirm the amount of the current indebtedness. If the CRA judgement and IPD indebtedness are outstanding, our instructions are to seek an order for security for costs against Saltwire unless your client is prepared to consent to posting security in the amount of \$500,000 (based on the amount involved and the applicable Tariff).

Finally, once security for costs is addressed and the parties return their focus to disclosure, we note, with respect, that the Plaintiff's disclosure is seriously deficient. In particular, we note a lack of documentation regarding:

- (a) Deloitte's file concerning its due diligence investigations and recommendations prior to the sale, and any post-sale investigations or discussions.

Kevin Latimer | Partner

Direct 902 491 4212 Main 902 421-6262 Fax 902 421-3130 Email klatimer@coxandpalmer.com
Nova Centre | South Tower, Suite 1500, 1625 Grafton Street, Halifax, NS B3J 0E8
Correspondence PO Box 2380 Central Halifax NS B3J 3E5

*10042133/00001/4858373/v1

- (b) Records supporting the alleged damages. A letter dated August 7, 2018, from Mr. Scott to Mr. Bendavid notes, among other items, the following alleged damages:
 - (i) An estimated \$3 million of damages arising from flyer printing and distribution issues;
 - (ii) \$180,000 in costs arising from the disposal and other costs due to excess flyers;
 - (iii) An estimated \$2 million in repairs costs for deferred maintenance;
 - (iv) \$7 million in losses arising from the fall-off in EBITDA and reduced sales infrastructure.
 - (v) \$1 million in losses due to the Defendants overestimating the synergies; and
 - (vi) \$250,000 cost related to restructuring the sales force.

The current disclosure does not contain records substantiating the amounts alleged by the Plaintiff.

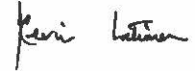
- (c) Records pertaining to the alleged restructuring, including records of any personnel terminations that occurred in the two years post-closing;
- (d) Communications, both internal and to external entities, and related records pertaining to the \$1.7 million that was not remitted to CRA.
- (e) Records pertaining to the alleged post-closing investigations that could not have occurred pre-closing.
- (f) Internal communications concerning due-diligence, post-closing concerns, and the failure to make scheduled payments to the IPD Funds and the Defendants.
- (g) Financial statements from post-closing to present; and
- (h) Records showing the employee time and costs required to handle the legal legacy issues or the corresponding reputational damage.

May 2, 2023

Page 3

We look forward to hearing from you. Should you wish to discuss this matter further at this point, we will make ourselves available.

Yours very truly,

A handwritten signature in black ink that reads "Kevin Latimer". The signature is written in a cursive style with a large initial 'K'.

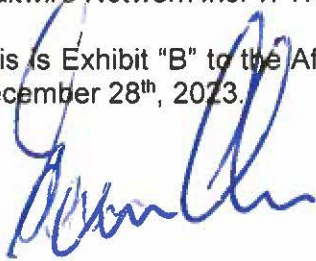
Kevin Latimer
DKL/JTB
Enclosure

2018


Hfx No. 487088

Saltwire Network Inc. v. Transcontinental Nova Scotia Media Group Inc. et. al.

This is Exhibit "B" to the Affidavit sworn to and affirmed herein by Ian Scott on December 28th, 2023.



Gavin Giles, K.C.,
A Barrister of the Supreme Court of Nova Scotia

- e - docu. 		ETA-6727-19
F I L E D	FEDERAL COURT COUR FEDERALE	D E P O S E
	Sep 11, 2019	
	Jonathan Macena	
Ottawa, ONT		1

Court File No.: ETA-6727-19

TO THE FEDERAL COURT

In the matter of the *Excise Tax Act*, R.S.C.,
1985, c. E-15,

- and -

In the matter of an assessment or
assessments by the Minister of National
Revenue under the *Excise Tax Act*, against:

SALTWIRE NETWORK INC.
c/o Owen Barnhill
Post Office Box 610 Station Central,
Halifax, Nova Scotia.
B3J 2T2

CERTIFICATE

The undersigned certifies, under section 316 of the *Excise Tax Act*, that, in addition to such other amounts as may have been previously certified, the following amount payable by the above named that has not been paid, namely, **\$3,079,978.88**.

Penalty and interest at the rate prescribed under the *Excise Tax Act* applicable from time to time, compounded daily, are payable on the amount of **\$3,079,978.88** from the 9th day of **August, 2019**, to the day of payment.

This Certificate is executed under the *Excise Tax Act*.

Certified at Ottawa, Ontario this 11th day of **September**, A.D. 2019.



4

Director, Collections
Collections and Verification Branch
Canada Revenue Agency

GST305 E (18)
(AKS)

TO THE FEDERAL COURT

In the matter of the *Excise Tax Act*, R.S.C., 1985,
c. E-15,

- and -

In the matter of an assessment or assessments by the
Minister of National Revenue under the *Excise Tax
Act*, against:

SALTWIRE NETWORK INC.

CERTIFICATE

Filed by
Commissioner of Canada Revenue Agency

**Assistant Director, Revenue Collections
Canada Revenue Agency
Nova Scotia Tax Services Office (Halifax)
100 - 145 Hobsons Lake Drive
P.O. Box 638, Station Central
Halifax, Nova Scotia
B3J 2T5
Telephone: (800) 667-7199**

GST305 E (18)

e-document	ETA-6727-19
F I L E D	FEDERAL COURT COUR FÉDÉRALE
	SEP 11 2019
Jonathan Macena	
Ottawa, ONT	2

Court File No.: ETA-6727-19

Form 46

Certificate of Certificate Registration (Certificate of Judgment)
 Purpose: To record a judgment in the judgment roll established under the
 Land Registration Act

(Instrument code: 707)

Registration district:	Cape Breton County
Submitter's user number:	
Submitter's name:	Canada Revenue Agency

For Office Use

Court File No.:	
Name of court	Federal Court

In the matter of the *Excise Tax Act*, R.S.C., 1985, c. E-15,
 - and -

In the matter of an assessment or assessments by the Minister of National Revenue under the *Excise Tax Act*, against:

SALTWIRE NETWORK INC.

Judgment creditor information

Company Name: Canada Revenue Agency
 Assistant Director, Revenue Collections
 Nova Scotia Tax Services Office

Address:

Mailing Address: Post Office Box 638, Halifax, Nova Scotia, B3J 2T5

Civic Address: 100-145 Hobsons Lake Drive, Halifax, Nova Scotia,
 B3J 2T5

Other Information: Telephone: (800) 667-7199

Judgment debtor information

Name: SALTWIRE NETWORK INC.

Address: c/o Owen Barnhill
 Post Office Box 610 Station Central,
 Halifax, Nova Scotia,
 B3J 2T2

Other Information: Date of Birth: N/A

Debt	\$3,079,978.88
Interest	
Costs	
Judgment	\$3,079,978.88

I hereby certify that a Certificate, having the same effect as if it were a judgment obtained in the Court, has been registered in the above noted matter for the Canada Revenue Agency, against **SALTWIRE NETWORK INC.** plus interest pursuant to the said Acts, compounded daily, is payable, at the rate prescribed under the *Excise Tax Act* applicable from time to time, on the sum of **\$3,079,978.88**, from the **9th** day of **August, 2019**, to the day of payment.

I further certify that the foregoing is a true abstract of the original Certificate in the above-noted matter, registered in the records of the said Court at Ottawa, Ontario, which Certificate was duly registered on the **11th** day of **September, 2019**.

Given under Seal of the said Federal Court at Ottawa, Ontario, this **11th** day of **September A.D. 2019**.

of the Federal Court

FEDERAL COURT

In the matter of the *Excise Tax Act*, R.S.C., 1985, c. E-15,

- and -

In the matter of an assessment or assessments by the
Minister of National Revenue under the *Excise Tax Act*,
against:

SALTWIRE NETWORK INC.

**CERTIFICATE OF CERTIFICATE
REGISTRATION
(Certificate of Judgment)**

GST307 E (18)

e-document ETA-6727-19

F I L E D	FEDERAL COURT COUR FÉDÉRALE	D E P O S É
	Sep 11, 2019	
Jonathan Macena		
Ottawa, ONT		3

Court File No.: ETA-6727-19

Form 46
Certificate of Certificate Registration (Certificate of Judgment)
*Purpose: To record a judgment in the judgment roll established under the
 Land Registration Act*

(Instrument code: 707)

Registration district:	Colchester County
Submitter's user number:	
Submitter's name:	Canada Revenue Agency

For Office Use

Court File No.:	
Name of court	Federal Court

In the matter of the *Excise Tax Act*, R.S.C., 1985, c. E-15,
 - and -

In the matter of an assessment or assessments by the Minister of National Revenue under the *Excise Tax Act*, against:

SALTWIRE NETWORK INC.

Judgment creditor information

Company Name: Canada Revenue Agency
 Assistant Director, Revenue Collections
 Nova Scotia Tax Services Office

Address:

Mailing Address: Post Office Box 638, Halifax, Nova Scotia, B3J 2T5

Civic Address: 100-145 Hobsons Lake Drive, Halifax, Nova Scotia,
 B3J 2T5

Other Information: Telephone: (800) 667-7199

Judgment debtor information

Name: SALTWIRE NETWORK INC.

Address: c/o Owen Barnhill
 Post Office Box 610 Station Central,
 Halifax, Nova Scotia,
 B3J 2T2

Other Information: Date of Birth: N/A

Debt	\$3,079,978.88
Interest	
Costs	
Judgment	\$3,079,978.88

I hereby certify that a Certificate, having the same effect as if it were a judgment obtained in the Court, has been registered in the above noted matter for the Canada Revenue Agency, against **SALTWIRE NETWORK INC.** plus interest pursuant to the said Acts, compounded daily, is payable, at the rate prescribed under the *Excise Tax Act* applicable from time to time, on the sum of **\$3,079,978.88**, from the **9th** day of **August, 2019**, to the day of payment.

I further certify that the foregoing is a true abstract of the original Certificate in the above-noted matter, registered in the records of the said Court at Ottawa, Ontario, which Certificate was duly registered on the **11th** day of **September, 2019**.

Given under Seal of the said Federal Court at Ottawa, Ontario, this **11th** day of **September A.D. 2019**.

of the Federal Court

FEDERAL COURT

In the matter of the *Excise Tax Act*, R.S.C., 1985, c. E-15,

- and -

In the matter of an assessment or assessments by the
Minister of National Revenue under the *Excise Tax Act*,
against:

SALTWIRE NETWORK INC.

**CERTIFICATE OF CERTIFICATE
REGISTRATION
(Certificate of Judgment)**

GST307 E (18)

e-document	ETA-6727 19
F I L E D	FEDERAL COURT COUR FÉDÉRALE
	SEP 11 2019
Jonathan Macena	
Ottawa, ONT	4

Court File No.: ETA-6727-19

Form 46
Certificate of Certificate Registration (Certificate of Judgment)
Purpose: To record a judgment in the judgment roll established under the Land Registration Act

(Instrument code: 707)

Registration district:	Pictou County
Submitter=s user number:	
Submitter=s name:	Canada Revenue Agency

Court File No.:	
Name of court	Federal Court

For Office Use

In the matter of the *Excise Tax Act*, R.S.C., 1985, c. E-15,
 - and -

In the matter of an assessment or assessments by the Minister of National Revenue under the *Excise Tax Act*, against:

SALTWIRE NETWORK INC.

Judgment creditor information

Company Name: Canada Revenue Agency
 Assistant Director, Revenue Collections
 Nova Scotia Tax Services Office

Address:

Mailing Address: Post Office Box 638, Halifax, Nova Scotia. B3J 2T5

Civic Address: 100-145 Hobsons Lake Drive, Halifax, Nova Scotia.
 B3J 2T5

Other Information: Telephone: (800) 667-7199

Judgment debtor information

Name: SALTWIRE NETWORK INC.

Address: c/o Owen Barnhill
 Post Office Box 610 Station Central,
 Halifax, Nova Scotia.
 B3J 2T2

Other Information: Date of Birth: N/A

Debt	\$3,079,978.88
Interest	
Costs	
Judgment	\$3,079,978.88

I hereby certify that a Certificate, having the same effect as if it were a judgment obtained in the Court, has been registered in the above noted matter for the Canada Revenue Agency, against **SALTWIRE NETWORK INC.** plus interest pursuant to the said Acts, compounded daily, is payable, at the rate prescribed under the *Excise Tax Act* applicable from time to time, on the sum of **\$3,079,978.88**, from the **9th** day of **August, 2019**, to the day of payment.

I further certify that the foregoing is a true abstract of the original Certificate in the above-noted matter, registered in the records of the said Court at Ottawa, Ontario, which Certificate was duly registered on the **11th** day of **September, 2019**.

Given under Seal of the said Federal Court at Ottawa, Ontario, this **11th** day of **September A.D. 2019**.

of the Federal Court

FEDERAL COURT

In the matter of the *Excise Tax Act*, R.S.C., 1985, c. E-15,

- and -

In the matter of an assessment or assessments by the
Minister of National Revenue under the *Excise Tax Act*,
against:

SALTWIRE NETWORK INC.

**CERTIFICATE OF CERTIFICATE
REGISTRATION
(Certificate of Judgment)**

GST307 E (18)

F I L E D
 FEDERAL COURT
 COUR FÉDÉRALE
 Sep 11, 2019
 D E P O S E

Court File No.: ETA-6727-19

Form 46

Certificate of Certificate Registration (Certificate of Judgment)
 Purpose: To record a judgment in the judgment roll established under the
 Land Registration Act

Jonathan Macena
 Ottawa, ONT 5

(Instrument code: 707)

Registration district:	Yarmouth County
Submitter's user number:	
Submitter's name:	Canada Revenue Agency

For Office Use

Court File No.:	
Name of court	Federal Court



In the matter of the *Excise Tax Act*, R.S.C., 1985, c. E-15,
 - and -

In the matter of an assessment or assessments by the Minister of National Revenue under the *Excise Tax Act*, against:

SALTWIRE NETWORK INC.

Judgment creditor information

Company Name: Canada Revenue Agency
 Assistant Director, Revenue Collections
 Nova Scotia Tax Services Office

Address:
 Mailing Address: Post Office Box 638, Halifax, Nova Scotia. B3J 2T5
 Civic Address: 100-145 Hobsons Lake Drive, Halifax, Nova Scotia.
 B3J 2T5

Other Information: Telephone: (800) 667-7199

Judgment debtor information

Name: SALTWIRE NETWORK INC.
Address: c/o Owen Barnhill
 Post Office Box 610 Station Central,
 Halifax, Nova Scotia.
 B3J 2T2

Other Information: Date of Birth: N/A

Debt	\$3,079,978.88
Interest	
Costs	
Judgment	\$3,079,978.88

I hereby certify that a Certificate, having the same effect as if it were a judgment obtained in the Court, has been registered in the above noted matter for the Canada Revenue Agency, against **SALTWIRE NETWORK INC.** plus interest pursuant to the said Acts, compounded daily, is payable, at the rate prescribed under the *Excise Tax Act* applicable from time to time, on the sum of **\$3,079,978.88**, from the **9th day of August, 2019**, to the day of payment.

I further certify that the foregoing is a true abstract of the original Certificate in the above-noted matter, registered in the records of the said Court at Ottawa, Ontario, which Certificate was duly registered on the **11th day of September, 2019**.

Given under Seal of the said Federal Court at Ottawa, Ontario, this **11th day of September A.D. 2019**.

of the Federal Court

FEDERAL COURT

In the matter of the *Excise Tax Act*, R.S.C., 1985, c. E-15,

- and -

In the matter of an assessment or assessments by the
Minister of National Revenue under the *Excise Tax Act*,
against:

SALTWIRE NETWORK INC.

**CERTIFICATE OF CERTIFICATE
REGISTRATION
(Certificate of Judgment)**

GST307 E (18)

MINUTE OF CERTIFICATE

CANADA
 PROVINCE OF PRINCE EDWARD ISLAND
 IN THE SUPREME COURT

<p>Filed at the hour of</p> <p>o'clock noon, the</p> <p>day of, 20</p> <p>By</p> <p style="text-align: center;">Attorney for Her Majesty the Queen</p>	<p>Certificate registered on the 11th day of September, 2019, in the Federal Court which is deemed to be a judgment of the said Court.</p> <p>In the matter of the <i>Excise Tax Act</i>, R.S.C., 1985, c. E-15.</p> <p style="text-align: center;">- and -</p> <p>In the matter of an assessment or assessments by the Minister of National Revenue under the <i>Excise Tax Act</i>, against:</p> <p style="text-align: center;">SALTWIRE NETWORK INC. c/o Owen Barnhill Post Office Box 610 Station Central, Halifax, Nova Scotia. B3J 2T2</p>
--	---

Name, etc., of the Person whose Estate is intended to be affected		
NAME	USUAL OR LAST PLACE OF ABODE	TITLE, TRADE OR PROFESSION
SALTWIRE NETWORK INC.	c/o Owen Barnhill Post Office Box 610 Station Central, Halifax, Nova Scotia. B3J 2T2	NEWSPAPER PUBLISHER

Account of Debt, Costs or Moneys thereby secured or ordered to be paid:

Amount of debt **\$3,079,978.88**, plus penalty and interest at the rate prescribed under the *Excise Tax Act* applicable from time to time, compounded daily, are payable on the amount of **\$3,079,978.88**, from the **9th** day of **August, 2019**, to the day of payment.

GST306 E (18)
 (AKS)

 Registrar - Supreme Court PEI

**IN THE SUPREME COURT OF
PRINCE EDWARD ISLAND**

In the matter of the *Excise Tax Act*, R.S.C., 1985, c. E-15,

- and -

In the matter of an assessment or assessments by the
Minister of National Revenue under the *Excise Tax Act*,
against:

SALTWIRE NETWORK INC.

MINUTE OF CERTIFICATE

THE WITHIN MINUTE is hereby
Certified to be a Minute of Certificate registered in the
Federal Court at 3:00 o'clock in the afternoon, the 11th
day of **September, 2019**.

DATED this 11th day of **September, A.D. 2019**.

Federal Court

GST306 E 18

Supreme Court

SaltWire Network Inc. v. Groupe Des Médias Transcontinental de la Nouvelle-Écosse Inc.

Court: Supreme Court

Date: 2024-03-05

Citation: 2024 NSSC 65

Docket: 487088

Judge/Registrar/Adjudicator: Gatchalian, Gail L. (Honourable Justice)

Document Type: Decision

SUPREME COURT OF NOVA SCOTIA

Citation: *SaltWire Network Inc. v. Groupe Des Médias Transcontinental de la Nouvelle-Écosse Inc.*, 2024 NSSC 65

Date: 20240305

Docket: 487088

Registry: Halifax

Between:

SaltWire Network Inc.

Plaintiff

v.

Groupe des Médias Transcontinental de la Nouvelle-Écosse Inc./

Transcontinental Nova Scotia Media Group Inc., Groupe Des Médias Transcontinental des
Provinces de l'Atlantique S.E.N.C./

Transcontinental Atlantic Media Group G.P., Imprimeries Transcontinental Inc./

Transcontinental Printing Inc., Imprimeries Transcontinental 2005 S.E.N.C./

Transcontinental Printing 2005 G.P., and Optipress Printing G.P./

Impimeries Optipress S.E.N.C.

Defendants

Motion for Security for Costs

Judge: The Honourable Justice Gail L. Gatchalian

Heard: January 24, 2024, in Halifax, Nova Scotia

Counsel: Gavin Giles, K.C. for the Plaintiff
John Boyle and Katie O’Keefe, for the Defendants

By the Court:

Introduction

[1] This is a motion for security for costs.

[2] The Plaintiff is SaltWire Network Inc. SaltWire is a Canadian newspaper publishing company that owns newspapers in Atlantic Canada.

[3] The Defendants are Groupe des Médias Transcontinental de la Nouvelle-Écosse Inc./Transcontinental Nova Scotia Media Group Inc., Groupe Des Médias Transcontinental des Provinces de l’Atlantique S.E.N.C./Transcontinental Atlantic Media Group G.P., Imprimeries Transcontinental Inc./Transcontinental Printing Inc., Imprimeries Transcontinental 2005 S.E.N.C./Transcontinental Printing 2005 G.P., and Optipress Printing G.P./Impimeries Optipress S.E.N.C. (collectively, “Transcontinental”).

[4] In April of 2017, SaltWire purchased certain newspaper publishing assets located in Atlantic Canada from Transcontinental. On April 10, 2019, SaltWire commenced an action against Transcontinental concerning the Asset Purchase Agreement. SaltWire alleges that:

- (a) Transcontinental made misrepresentations and breached certain representations and warranties in the Asset Purchase Agreement.

- (b) Transcontinental breached the related Transitional Services Agreement, which set out the services that Transcontinental would provide SaltWire for a period of time after the execution of the Asset Purchase Agreement.
- (c) Transcontinental failed to complete certain environmental undertakings related to the Asset Purchase Agreement.

[5] SaltWire claims general and special damages from Transcontinental, indemnification for the environmental undertakings, aggravated damages, punitive damages and contractual prejudgment interest. SaltWire has not yet formally quantified its special damages claim. However, in a letter dated August 7, 2018, Ian Scott, SaltWire's Chief Operating Officer, estimated the losses as of that date at approximately \$15 million.

[6] Transcontinental seeks an order for security for costs under Civil Procedure Rule 45. Rule 45.01(1) allows for security for costs to be ordered as a "remedy for a party who defends" a claim and who will "experience undue difficulty realizing on a judgment for costs if the defence or contest is successful." Transcontinental has filed a defence.

[7] Under Rule 45.02(1), a judge may order a plaintiff to post security for costs if four factors are established:

45.02 (1) A judge may order a party who makes a claim to put up security for the potential award of costs in favour of the party against whom the claim is made, if all of the following are established:

- (a) the party who makes a motion for the order has filed a notice by which the claim is defended or contested;
- (b) ***the party will have undue difficulty realizing on a judgment for costs, if the claim is dismissed and costs are awarded to that party;***
- (c) the undue difficulty does not arise only from the lack of means of the party making the claim;
- (d) in all the circumstances, it is unfair for the claim to continue without an order for security for costs.

[8] Rule 45.02(3)(c) creates a rebuttable presumption that the party against whom the claim is made will have undue difficulty realizing on a judgment for costs:

45.02 (3) Proof of one of the following facts gives rise to a rebuttable presumption that the party against whom the claim is made will have undue difficulty realizing on a judgment for costs and that the difficulty does not arise only from the claiming party's lack of means:

...

(c) **the party making the claim is a nominal party, or a corporation, not appearing to have sufficient assets to satisfy a judgment for costs if the defence or contest is successful;**

...

[9] Transcontinental says that SaltWire is a corporation not appearing to have sufficient assets to satisfy a judgment for costs because:

- (a) SaltWire is in default of the loan agreement between it and the entity that financed SaltWire's purchase from Transcontinental (the "Senior Lender"), the Senior Lender has a registered security interest in all of SaltWire's real and personal property in Atlantic Canada, and the security of the Senior Lender would rank in priority to any costs awarded to Transcontinental.
- (b) On January 22, 2020, the Canada Revenue Agency registered a Certificate against SaltWire's Nova Scotia real property in the amount of \$3,079,978.88 plus interest, and SaltWire still owes \$1,850,000 on that debt. The Canada Revenue Agency also has a registered security interest in all of SaltWire's present and after-acquired personal property in Nova Scotia.

[10] Transcontinental states that, pursuant to Civil Procedure Rule 45.02(3)(c), these two debts create a rebuttable presumption that Transcontinental will have undue difficulty realizing on a judgment for costs and that the difficulty does not arise only from SaltWire's lack of means.

[11] Transcontinental relies on an affidavit of John Boyle, one of its legal counsel, in support of the motion.

[12] Transcontinental relied on a number of authorities, including: *Quadrangle Holdings Limited v. Coady Estate*, 2018 NSSC 349; *Hebron Hospitality Group Inc. v. 778938 Ontario Ltd.*, 2018 NSSC 195; *Ketler v. AGNS*, 2016 NSCA 15; *The Jeanery Limited v. Dartmouth Crossing Limited*, 2020 NSSC 297; *Septic Pumping Services v. ABCO Industries Ltd.*, 2019 NSSC 344; *Armoyan v. Armoyan*, 2014 NSSC 143; and *Elph.com Solutions Inc. v. Aliant Inc.*, 2011 NSSC 316, *aff'd Aliant Inc. v. Elph.com Solutions Inc.*, 2012 NSCA 89.

[13] In response, SaltWire says that Transcontinental has failed to show that SaltWire appears not to have sufficient assets to satisfy a judgment for costs if the defence is successful, and that SaltWire has rebutted any presumption that Transcontinental will have undue difficulty realizing on a judgment for costs. SaltWire says that it is a solvent company, with a regular revenue stream, with staff, property and other assets, fully able to meet all of its financial obligations as they become due. SaltWire says that there are no outstanding costs orders against it, the Canada Revenue judgment has been reduced by more than \$1 million, Canada Revenue is not taking active collection efforts against SaltWire, SaltWire's debt to the Senior Lender is the subject of a forbearance agreement, and SaltWire is in compliance with the terms and conditions of that forbearance agreement.

[14] SaltWire relies on the Affidavit Mr. Scott, its Chief Operating Officer.

[15] SaltWire distinguished the authorities relied on by Transcontinental by saying that “[w]ithout exception, all of these authorities address impecuniosity as a possible remedy to a Motion for an Order for Security for Costs, or they speak to plaintiffs which were acting in insolvent manners as regards their potential exposure to costs consequences, or, as in the case of one of the authorities, the responding party to a Motion for Security for Costs, was a scoundrel who had brought to a high art form the hiding of his assets from his former spouse, and to a large extent, from his dependent children too.”

[16] At the commencement of the hearing of the motion, Transcontinental objected to the admissibility of several paragraphs of Mr. Scott's affidavit. I heard argument, and reserved my decision. As will become evident, it is not necessary for me to decide the admissibility objections, as they will not affect the outcome of this motion.

[17] In order to determine whether I should exercise my discretion to order that SaltWire post security for the potential award of costs against it, I will consider the following:

1. The evidence of SaltWire's solvency, operations, assets, expenses, revenue and liabilities.
2. The debt to the Senior Lender.
3. The debt to Canada Revenue Agency.
4. Whether Transcontinental has established that SaltWire does not appear to have sufficient assets to satisfy a judgment for costs.
5. If so, whether SaltWire has rebutted the presumption that Transcontinental will have undue difficulty realizing on a judgment for costs.
6. If not, is it fair to order security for costs?
7. If so, what amount of costs should SaltWire post?

[18] I will keep in mind the following principles in applying Rule 45.02(1):

- The rule is discretionary as a judge "may" order security for costs if various parts of the test are met: *Quadrangle Holdings Ltd. v. Coady Estate*, 2018 NSSC 349 (Chipman J.) at para.4.
- The judge must balance access to justice with artificial insulation from an award of costs: *Quadrangle*, citing *Ellph.com Solutions Inc. v. Aliant Inc.*, 2011 NSSC 316 (Moir J.) at para.21, aff'd 2012 NSCA 89.
- Rule 45.02 provides a broad discretion. The limit on the judge's discretion is not severe. The judge has a free hand to do what is just, as long as the defendant files a defence, shows undue difficulty, and either shows that security would not be unfair [Rule 45.02(1)]

or establishes special grounds [Rule 45.02(4)]: *Ellph.com* at para.21, citing *Flewelling v. Scotia Island Property Ltd.*, 2009 NSSC 94 (Goodfellow J.) at para.19.

- The court should be reluctant to order security for costs if the plaintiff establishes that doing so will prevent the claim from going forward: *Ellph.com* at para.21.
- Rule 45.02(1)(c) reinforces the principles that courts should avoid security for costs being used as a means test for access to justice and that the discretion should not be used to exclude persons of modest means from court: *Ellph.com* at para.21.
- The judge must be satisfied about the justice of ordering security for costs, as reflected in the rule's express requirement for fairness. The requirement for a circumstantial inquiry into fairness is found in the words "in all the circumstances": *Ellph.com* at para.21.

Evidence of SaltWire's Solvency, Operations, Assets, Expenses, Revenue, Liabilities

[19] SaltWire relies on the following assertions made by Mr. Scott in his affidavit to say that Transcontinental has failed to establish that SaltWire does not appear to have sufficient assets to satisfy a judgment for costs, as well as to say that SaltWire has successfully rebutted the presumption that Transcontinental will have undue difficulty realizing on a judgment for costs:

- SaltWire is currently a solvent company, fully able and capable of meeting all of its financial obligations as they come due: para.9.
- SaltWire is an operating company with owned and leased premises, vehicles of different types, other assets, employees, business operations which produce a consistent revenue stream, and is not in any manner a "nominal party": para.13.
- In addition to its business operations which produce a consistent revenue stream, SaltWire owns several pieces of real property: a building in Sydney, Nova Scotia, appraised at a minimum value of \$2 million, a building in Yarmouth, Nova Scotia, appraised at a minimum value of \$300,000 and a building in St. John's, Newfoundland and Labrador, appraised at a minimum value of \$5.4 million: at para.15.
- Though subject to mortgages, the mortgage on each one of these several pieces of real property are current and have been kept current: at para.16.
- Because of a recent change to federal tax legislation relating to the newspaper publishing industry in Canada and known as the "Federal Journalism Labour Tax Credit," SaltWire will receive an additional annual income tax refund of approximately \$1 million, which SaltWire expects will be applied to the \$1,850,000 balance owed to the Canada Revenue Agency: at para.25.

- SaltWire expects to receive between \$2 million and \$2.5 million annually as its share of the \$100 million per year that Google has agreed to pay to members of the Canadian journalism industry in its negotiations with the federal government pursuant to the *On-Line News Act*: at paras.26-27.
- SaltWire and the Senior Lender are parties to a written forbearance agreement, the provisions, terms and conditions of which are and have consistently been maintained current by SaltWire: at para.28.

The Debt to the Senior Lender

[20] The Senior Lender, Integrated Private Debt Fund V LP, lent funds to SaltWire under a loan agreement dated April 12, 2017: Affidavit of Mr. Boyle, para.4. The loan agreement is not in evidence.

[21] SaltWire paid \$23,350,000 to Transcontinental: SaltWire's Notice of Defence to Counterclaim, paras.2 and 3.

[22] Although Transcontinental asserts that the outstanding debt likely constitutes most, if not all, of the \$23,325,000 payment for the assets, there is insufficient evidence to establish how much of the purchase price was financed by the Senior Lender, or how much of the loan is outstanding.

[23] However, pursuant to the loan agreement, the Senior Lender has mortgages on all of SaltWire's Nova Scotia real property in Atlantic Canada and it has registered a security interest in all of SaltWire's present and after-acquired personal property including, without limitation, all proceeds thereof or derived therefrom in Atlantic Canada: Affidavit of Mr. Boyle, paras.5-10.

[24] Any cost award issued in favour Transcontinental would therefore rank below the Senior Lender.

[25] On March 29, 2018, Transcontinental received a notice from the Senior Lender that SaltWire was in default of the loan agreement with the Senior Lender: SaltWire's Notice of Defence to Counterclaim, para.7.

[26] The Senior Lender advised Transcontinental that it was not to obtain any payment from SaltWire pursuant to the promissory note held by Transcontinental: SaltWire's Notice of Defence to Counterclaim, para.7.

[27] This would remain the case until the debt owed by SaltWire to the Senior Lender was paid in full in cash or until any agreement or obligation on the part of the Senior Lender to make further financial accommodation to SaltWire has been terminated as confirmed in writing by the Senior Lender to Transcontinental: SaltWire's Notice of Defence to Counterclaim, para.7.

The Debt to CRA

[28] On January 22, 2020, the Canada Revenue Agency registered a Certificate against SaltWire's Nova Scotia real property in the amount of \$3,079,987.88 plus interest accruing since August 9, 2019: Affidavit of Mr. Boyle, para.17.

[29] The Certificate has the same effect as if it were a judgment obtained in the court: Affidavit of Mr. Boyle, para.17.

[30] SaltWire still owes approximately \$1,850,000 on that debt: Affidavit of Mr. Scott, para.24.

[31] The Canada Revenue Agency certificate remains in place: Affidavit of Mr. Boyle, para.19.

[32] The Canada Revenue Agency also has registered a security interest in all present and after-acquired personal property of SaltWire in Nova Scotia: Affidavit of Mr. Boyle, para.10.

[33] Therefore, any cost award issued in favour Transcontinental would rank below the Canada Revenue Agency.

Does SaltWire Appear Not to Have Sufficient Assets to Satisfy a Judgment for Costs?

[34] SaltWire's claim is large. Mr. Scott estimated its claim at approximately \$15 million only one year after executing the Asset Purchase Agreement. That estimate did not include additional losses claimed post-August of 2017, and aggravated and punitive damages. Furthermore, it is reasonable to expect that Transcontinental will incur significant further legal fees, as the litigation is still in early stages.

[35] If SaltWire is unsuccessful, Transcontinental will be entitled to costs of approximately \$975,000 on the basic scale of Tariff A, which is based on the conservative estimate of \$15 million.

[36] Any costs award would rank below the security interest of the Senior Lender and the Canada Revenue Agency.

[37] Mr. Scott does not disclose the amount of SaltWire's indebtedness to the Senior Lender. However, it is likely significant, given the amount of the purchase price, the fact that the loan financed the purchase, the fact that the Senior Lender has a security interest in all of SaltWire's real and personal property in Atlantic Canada, and that SaltWire was in default of the loan.

[38] All of SaltWire's real and personal property in Nova Scotia is also encumbered by the security interest of the Canada Revenue Agency. SaltWire still owes the Canada Revenue Agency \$1,850,000, three years after its Certificate was registered.

[39] Mr. Scott does not identify any unencumbered asset that would be available to satisfy a costs award. He does not identify the amount of equity in SaltWire's real property or other

assets, after taking into account the loan to the Senior Lender, the Canada Revenue judgment, mortgages and other security interests.

[40] Transcontinental has established that SaltWire does not appear to have sufficient assets to satisfy a judgment for costs.

[41] Therefore, under Rule 45.02(3)(c), there is a rebuttable presumption that Transcontinental will have undue difficulty realizing on a judgment for costs that does not arise only, or at all, from SaltWire's lack of means.

Has SaltWire Rebutted the Presumption that Transcontinental will have undue difficulty realizing on a judgment for costs?

SaltWire is Currently a Solvent Company

[42] Mr. Scott's assertion that "SaltWire is currently a solvent company, fully able and capable of meeting all of its financial obligations as they come due" is not supported by any financial details to support that conclusion. The statement that SaltWire is "fully able and capable of meeting all of its financial obligations" is also contradicted by the Senior Lender's notice of default and the amount still outstanding to Canada Revenue. Mr. Scott's assertion that SaltWire is "currently a solvent company" does not rebut the presumption that Transcontinental will have undue difficulty realizing on a judgment for costs due to the fact all of SaltWire's real and personal property in Atlantic Canada is encumbered by the security interest of the Senior Lender.

An Operating Company with Premises, Vehicles, Assets, Employees, Revenue Stream

[43] Mr. Scott's assertion that "SaltWire is an operating company with owned and leased premises, vehicles of different types, other assets, employees, business operations which produce a consistent revenue stream," is not supported by any financial details to support that

conclusion. The statement does not address the fact that all of SaltWire's real and personal property in Atlantic Canada is encumbered by the security interest of the Senior Lender.

SaltWire Owns Several Pieces of Real Property and the Mortgages are Current

[44] While Mr. Scott's evidence is that SaltWire owns several pieces of real property and that the mortgages are current, Mr. Scott's affidavit does not disclose the amount of the mortgages or the amount of equity that SaltWire has in the real property. This evidence also does respond to the fact that all of SaltWire's real and personal property in Atlantic Canada is encumbered by the security interest of the Senior Lender.

Additional Annual Income Tax Refund of Approximately \$1 Million

[45] Mr. Scott's evidence is that the expected additional annual income tax refund of approximately \$1 million will be applied to the \$1,850,000 balance owed to the Canada Revenue Agency. The refund will not affect the debt owed to the Senior Lender or address the fact that the Senior Lender will rank in priority to any costs award given its security interest over all of SaltWire's real and personal property in Atlantic Canada

SaltWire Expects to Receive \$2 Million - \$2.5 Million Annually

[46] Mr. Scott's evidence that "SaltWire expects to receive between \$2 million and \$2.5 million annually as its share of the \$100 million per year that Google has agreed to pay to members of the Canadian journalism industry in its negotiations with the federal government pursuant to the *On-Line News Act*" is speculative, without any supporting facts to assess the likelihood of SaltWire receiving the expected amount or the timing of the payment. Nor does this evidence address the fact of the Senior Lender's security in all of SaltWire's real and personal property, including "after-acquired" personal property.

Forbearance Agreement with Senior Lender

[47] The forbearance agreement with the Senior Lender does not change the fact that the Senior Lender has a security interest in all of SaltWire's real and personal property.

No Evidence of Indebtedness or Equity

[48] Mr. Scott does not disclose the amount owed by SaltWire to the Senior Lender or what equity, if any, SaltWire has in any of its assets that would be available to satisfy a costs award in favour of Transcontinental in the approximate amount of \$1 million.

Conclusion re: Rebuttal of Presumption

[49] The onus is on SaltWire to rebut the presumption that has been made out by Transcontinental, and that rebuttal must be a "dynamic" one. In the recent *Rapid Camp* decision, Norton J. adopted the following analysis in *Royal Bank of Canada v. Colorcars Experienced Automobiles Ltd.*, 2019 NSSC 283 (Gabriel J.) at paras.38-39, as do I:

[38] The use of the word "rebuttable presumption" in *Rule 45.02(3)* means, of course, that it is open to Mr. Early and Colorcars to rebut the presumption noted. ACJ Smith (as she then was) noted in *Ocean v. Economical Mutual Insurance Company*, 2011 NSSC 408, that the rebuttal process requires provision of "detailed evidence of [their] financial position including not only [their] income, assets and liabilities, but also [with respect to their] capacity to raise security."

[39] I am in respectful agreement. It is obvious that the process of "rebuttal" must be a dynamic one. Some effort must be expended by Mr. Early and Colourcars to "rebut", otherwise the word is bereft of any meaning. (See also *Armoyan v. Armoyan*, 2014 NSSC 143, at paras.32-37)

[50] It may very well be that SaltWire has sufficient assets to satisfy a judgment for costs if Transcontinental's defence is successful. However, SaltWire has not established, on the evidence, that this is so. SaltWire chose to adduce very limited, unparticularized evidence in its attempt to rebut the presumption that Transcontinental will have undue difficulty realizing on a judgment for costs. SaltWire failed to provide detailed evidence of its financial position,

including its income, assets and liabilities, and evidence of its capacity to raise security, in the face of the Senior Lender's all-encompassing and overriding security interest.

[51] SaltWire has failed to rebut the presumption that Transcontinental will have undue difficulty realizing on a judgment for costs

Is it fair to order security for costs?

[52] I agree with the position of Transcontinental that, in all of the circumstances, it would be unfair to proceed without security for costs. SaltWire's claim against Transcontinental is large. The potential costs award, should Transcontinental's defence succeed, will likely approach \$1 million. SaltWire defaulted on a substantial loan from the Senior Lender, resulting in a forbearance agreement. The security interest of the Senior Lender will rank in priority to any costs award in favour of Transcontinental. SaltWire has had a significant, outstanding debt to the Canada Revenue Agency for some time. Transcontinental has given SaltWire every reasonable opportunity to satisfy it, and the Court, that it has sufficient assets or income to satisfy a potential costs award against it: see the Affidavit of Mr. Boyle at paras.11-16. SaltWire either cannot do so or has chosen not to do so. On the evidence, SaltWire is effectively insulated from costs given the priority of the pre-existing debts. Moreover, SaltWire does not claim that an order for security for costs would stifle its claim against Transcontinental.

What Amount of Costs should SaltWire Post?

[53] Under Rule 45.03(1), an order for security for costs may be in an amount equal to or lower than that estimated for the potential award of costs.

[54] It is reasonable to require SaltWire to post half of the expected costs amount, or \$500,000, as security for costs. See *Hebron Hospitality Group Inc. v. 778938 Ontario Ltd.*, 2018 NSSC 185 at para.28; *The Jeanery Limited v. Dartmouth Crossing Limited*, 2020 NSSC 297 at

paras.110-117; and *Septic Pumping Services v. ABCO Industries Ltd.*, 2019 NSSC 344 at paras.138-143.

Conclusion

[55] The motion is granted. SaltWire is ordered to provide Transcontinental with security for costs in the amount of \$500,000 no later than April 30, 2024 as a condition to proceeding with its claim. If the parties cannot agree on the form of security, SaltWire shall pay the amount of security into court no later than April 30, 2024.

[56] If the parties cannot agree on the costs of this motion, I will receive written submissions from them within two weeks of this decision.

[57] Counsel for Transcontinental is to prepare the draft order.

Gatchalian, J.

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "EE" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



SUPREME COURT OF NOVA SCOTIA

Citation: *Halifax Herald Limited v. Superintendent of Pensions*, 2024 NSSC 39

Date: 2024 02 08

Docket: Hfx No. 523381

Registry: Halifax

Between:

The Halifax Herald Limited

Appellant

- and -

Superintendent of Pensions

- and -

Halifax Typographical Union, Local 30130

- and -

Nova Scotia Labour Board

Respondents

DECISION ON APPEAL

Judge: The Honourable Justice Scott C. Norton

Heard: January 2 and 3, 2024, in Halifax, Nova Scotia

Decision: February 8, 2024

Counsel: Level Y. Y. Chan and Dante Manna, for the Appellant
Katie Roebbothan, for the Superintendent of Pensions
Balraj Dosanjh, for the Halifax Typographical Union, Local
3-130
Edward A. Gores, KC, for the Nova Scotia Labour Board, not
participating

By the Court:

Introduction:

[1] Over the course of 2018 and 2019, the Halifax Herald Ltd. (“The Herald”) was required under the provisions of the *Pension Benefits Act*, SNS 2011, c. 41 (“Act”), and Pension Benefits Regulations made under the Act (“Regulations”) in place at that time to make certain payments (totaling \$2,656,656.00) into the pension plan it maintained for its employees and retired employees. The Herald was aware that it was required to make these payments in 2018 and 2019 but it did not make these payments. Instead, The Herald preferred to use the money to fund its pivot into digital operations. The Herald was hopeful that pending changes to the Regulations would erase its obligations to make these payments.

[2] Amendments to the Regulations came into force on April 1, 2020 (the “2020 Amendments”). This appeal is about whether the 2020 Amendments justified The Herald’s ongoing refusal to make the payments due in 2018 and 2019.

Background:

[3] One of the underlying purposes of the *Pension Benefits Act* and Regulations is to ensure that Defined Benefit (“DB”) pension plans are adequately funded to ensure that employees will receive the pension that has been promised to them throughout their years of employment. It does that by requiring pension plan sponsors (like The Herald) to file with the Superintendent of Pensions (the “Superintendent”) annual information returns (s.65 of the Regulations) and, at least every three years, valuation reports (s.53 of the Regulations).

[4] With respect to a DB pension plan, the valuation report must include:

- (a) a valuation of the pension plan on a *going concern* basis, assessing whether there are sufficient assets to meet the plan’s proximate liabilities, estimated on the assumption of a continuing plan; and,
- (b) a *solvency* valuation, which assesses whether there are sufficient assets if the plan was to be wound up on the valuation date.

[5] The Act and Regulations contain minimum going concern and solvency funding requirements. Based on the financial health of the plan disclosed in the report, the plan sponsor may be required to make “special payments” into the plan

to rectify a going concern unfunded liability or a solvency deficiency. Such “special payments” are then set until the next valuation report, at which time the “special payments” may be increased, reduced or even eliminated, all depending on the financial health of the plan based on the new valuation report.

[6] The impugned “special payments” that are the subject of this appeal were in respect of a *solvency* deficiency.

[7] The 2020 Amendments maintained the structure of requiring regular valuation reports to gauge the financial health of the plan and the need for any “special payments”. However, the 2020 Amendments introduced a new reduced *solvency* funding requirement for DB pension plans with respect to valuation reports with a valuation date on or after December 31, 2019. Specifically, the 2020 Amendments required DB plans to meet an 85% solvency funding standard (“Post-Reform Solvency Funding Standard”) whereas the Regulations that had been in place immediately prior to April 1, 2020, required DB plans to meet a 100% solvency funding standard (“Pre-Reform Solvency Funding Standard”). Following the introduction of the 2020 Amendments, if a DB plan met the 85% solvency funding standard in a valuation report with a valuation date on or after December 31, 2019, that DB plan was no longer required to make “special payments” into the plan (with respect to a solvency deficiency).

[8] The two relevant valuation reports relating to The Herald’s DB pension plan (“Plan”) in this case are dated 2017 and 2019. A valuation report dated March 31, 2017, was filed with the Superintendent on December 21, 2017 (the “2017 Valuation Report”). A valuation report dated December 31, 2019, was filed with the Superintendent on December 1, 2020 (the “2019 Valuation Report”).

[9] There is no dispute that pursuant to the 2017 Valuation Report, The Herald owed “special payments” of \$14,723,600.00 to make up for the solvency deficiencies in its pension plan (based on the 100% solvency funding requirement in place at that time). The Herald had elected to extend the amortization period of its solvency deficiency over a period of 15 years, a form of solvency relief that was available under s.107 of the Regulations in force immediately prior to April 1, 2020. In 2018 and 2019, The Herald was responsible to be making monthly “special payments” towards this outstanding special payment amount (in the total amount of \$2,656,656.00) but The Herald did not make these payments.

[10] On November 9, 2020, the Superintendent issued a Notice of Proposed Order to The Herald advising that it had failed to submit the required annual information

return (“AIR”) since December 31, 2016. The AIR due on June 30, 2018, was not filed despite reminders/delinquent filing reminders sent December 8, 2017; July 18, 2018; October 7, 2019; December 9, 2019; and May 6, 2020. The AIR due June 30, 2019, was not filed despite reminders/delinquent filing reminders sent November 15, 2018; October 7, 2019; December 9, 2019; and May 6, 2020. The AIR due August 31, 2020, was not filed despite reminders/delinquent filing reminders sent December 12, 2019, and May 6, 2020.

[11] On April 1, 2020, the 2020 Amendments came into force bringing with them a new 85% solvency funding standard that applied to valuation reports with valuation dates on or after December 31, 2019. Based on the calculations in the 2019 Valuation Report, The Herald had met the 85% solvency funding standard so no “special payments” were required moving forward with respect to solvency deficiencies.

[12] The Superintendent of Pensions maintained however, that pursuant to the language in the Regulations, The Herald’s obligation to make the “special payments” that were calculated under the 2017 Valuation Report that became due and owing over the course of 2018 and 2019 continued to be owing. The Herald repeatedly refused to make the “special payments” that were due and owing in 2018 and 2019. The Herald took the position that, as The Herald had met the *new* 85% solvency funding standard at the time of the 2017 Valuation Report and thereafter, the 2020 Amendments had relieved The Herald from making the “special payments” that had become due in 2018 and 2019.

[13] The Superintendent issued a Notice of Intended Decision dated January 17, 2022 (the “NOID”) finding that the 2020 Amendments (and the 85% solvency funding standard) were not intended to operate retrospectively so as to relieve The Herald from making those “special payments” that became due in 2018 and 2019 under the 100% solvency funding standard.

[14] In the Reasons of the Superintendent for Issuing the Notice of Intended Decision, the Superintendent made the following findings at paras. 36-38:

[36] In correspondence dated September 13, 2021, the Superintendent requested specimen copies of annual member statements for the past three years so that “we may review the disclosure regarding special payments being made into the Plan.” In submissions dated October 12, 2021, legal counsel noted in respect of the statements, “Our client has advised that these have been provided in accordance with the Pension Benefits Regulations”. No further comment was made in subsequent submissions.

[37] Having reviewed annual member statements provided to Plan members in respect of 2018 and 2019, **I find that the disclosure regarding special payments was incorrect and misleading.** Section 74 of the Regulations states:

Annual statement to members

74 (1) An annual statement to members must be provided no later than 6 months after the end of a pension plan's fiscal year.

(2) An annual statement to members must contain at least all of the following information for the period covered by the statement, as the information is recorded in the administrator's records for the pension plan:

....

t) if special payments are being made to liquidate any going concern unfunded liability or solvency deficiency, a statement to that effect;

[38] The 2018 member statement stated, "In accordance with the Nova Scotia Pension Benefits Act, the employer is making special payments to liquidate the unfunded liability and the solvency deficiency." Similarly, the 2019 member statement stated, "In accordance with the Nova Scotia Pension Benefits Act, the employer is making special payments to liquidate the unfunded liability and the solvency deficiency." **The Employer knew these statements to be false at the times they were made.** At page 12 of the 2019 Valuation Report, the Plan actuary states, "This [the Special Payment Amount] represents payments due to the Plan from January 2018 to December 2019...". In its capacity as Plan administrator, the Employer should have taken care to ensure that an accurate statement in respect of special payments was included in the 2018 and 2019 member statements.

[Emphasis added]

[15] The Herald appealed the NOID to the Labour Board ("Board"). Before the Board, The Herald argued that the 2020 Amendments should operate retrospectively.

[16] The Board rendered a decision dated March 14, 2023 (the "Decision") and determined that the 2020 Amendments were not intended to apply retrospectively so as to relieve The Herald from making those "special payments" that became due over 2018 and 2019. The Board concluded that "special payments in respect of solvency deficiencies that were assessed and payable prior to a valuation report with a valuation date of December 31, 2019 remain due and payable." The Board concluded that the 2020 Amendments did not serve to "expunge" those "special payments" that "were already due and payable."

[17] The Herald appeals to this court pursuant to s.116 of the Act. The Herald says that the Board's interpretation of the statutory requirements contained two principal errors of law:

- (a) First, the Board failed to consider the plain language of s.99(3) of the Regulations, the main operative provision. Its conclusion that the impugned "special payments" continued to be payable was based primarily on s.99(1) alone, despite that s.99(1) applies "except as otherwise provided in this Section". When all the provisions of the Regulations are interpreted in context and in light of the purpose of the 2020 Amendments, the proper interpretation is that the 2020 Amendments, and s. 99(3) of the Regulations in particular, eliminated The Herald's liability to make the impugned "special payments".
- (b) Second, the Board based its interpretation on an erroneous determination that the 2020 Amendments were not retrospective. The Board erred by ignoring the plain language of the 2020 Amendments (particularly s. 99(3)) in performing its retrospectivity analysis. Had the Board correctly applied the principles of statutory interpretation and considered the words of the 2020 Amendments in context and harmoniously with the purpose of the 2020 Amendments, it would have concluded that the 2020 Amendments retrospectively relieved The Herald of any continuing liability in respect to the impugned "special payments". It would have found that the presumption against retrospectivity does not apply, or in any event (even if the presumption does apply) such presumption would have been rebutted.

History of Legislative Changes

[18] The Record of information that was before the Board shows that over the last 10-15 years, market and demographic conditions have presented practical challenges to employers who sponsor DB pension plans. Many of those conditions, such as the 2007-2008 financial crisis and suppression of long-term interest rates, are entirely beyond the control of any employer. The same market factors, as noted above, can also lead to volatility in solvency funding. Unable to control these factors, some sponsors have struggled to meet solvency funding obligations.

[19] The Herald is one such employer. In addition to solvency volatility, The Herald and other traditional media companies have been facing unprecedented

circumstances leading to financial hardship, particularly the migration of traditional media advertising revenues to foreign-owned platforms in the digital space.

[20] The Herald Plan is a hybrid plan with both a frozen DB provision and a Defined Contribution (“DC”) provision for current and future accruals. As of August 15, 2017, for Plan members who were employed in The Herald’s newsroom bargaining unit (and July 1, 2017 for all others), the Plan members no longer accrued benefits on a DB basis, but began accruing benefits under the Plan on a DC basis (aside from the newsroom members, who were moved into a Union-sponsored pension plan, with a negotiated contribution rate, for future accruals). In other words, there are no new payments being made into the DB Plan due to the arrival of new employees.

[21] Recognizing that many Nova Scotia employers, like The Herald, were struggling to meet their solvency funding obligations, the provincial government made an almost decade-long attempt to provide temporary relief through a number of initiatives, including:

- (a) in 2009, Nova Scotia permitted pension plans with solvency deficiencies identified in a valuation report between December 30, 2008 and January 2, 2011 to be funded over 10 years instead of 5 years; and,
- (b) in 2013, Nova Scotia permitted pension plans with solvency deficiencies identified in a valuation report dated between January 3, 2011 and January 2, 2014 to fund the deficiency over 15 years instead of 5 years. Later, 15-year amortization was offered for a further three-year period for valuation reports dated between December 30, 2016, and January 2, 2019, but this relief remained temporary.

[22] Even with these temporary relief measures in place and employed to the full extent, there were plans, including The Herald’s, that were fully funded as a *going concern* but whose *solvency* “special payments” were not reasonably attainable for the plan sponsors under the then existing regulatory framework. Recognizing the inadequacy of the solvency relief measures employed to date, the province undertook legislative reforms to how pensions were funded (“Funding Reform”).

[23] In early 2017, the Province of Nova Scotia began consultations with employers, employees and other interested parties, to help understand the changes necessary to improve the funding framework for DB pension plans.

[24] In September 2017, the province released the discussion paper, *Pension Funding Framework Review* and other issues affecting pension plans, to help gather more feedback. Consultation closed in November 2017.

[25] *The Pension Funding Framework Review: What We Heard* was then released in April 2018. It provided a summary of feedback collected during the province's consultations. Importantly, the province reported "strong support for solvency funding reform" among pension plan sponsors and trustees.

[26] During consultation, many employers reported that their pension plans struggled to remain solvent under the previous system. Additionally, employers reported needing greater flexibility in how they implement their plans, and improved stability.

[27] The province sought to gather the public's opinion on various questions pertaining to, in particular, three options for a new DB pension plan framework, including:

1. Maintain Full Solvency Funding: Maintain the current solvency funding standard (fund 100% of solvency liabilities) but introduce measures to help reduce the volatility and variability of funding payments;
2. Eliminate Solvency Funding and Enhance Going Concern Funding: Eliminate the current solvency funding rules, but enhance going concern funding requirements; or
3. Reduce Solvency Funding: Modify the solvency funding standard so that solvency liabilities need only be partially funded, possibly combined with additional measures to help reduce volatility and variability of funding payments (part of Option 1) and/or enhance going concern funding requirements (part of Option 2).

[28] Ultimately, the Funding Reform put into effect is consistent with combining the reduced *solvency* funding aspect of Option 3 with the enhanced *going concern* funding part of Option 2.

[29] Effective April 1, 2020, the Government of Nova Scotia amended the Act and Regulations to put these changes into effect through the 2020 Amendments. The Funding Reform made changes to both going concern funding and solvency funding:

- (a) With respect to solvency funding, Nova Scotia extended permanent solvency special payment relief to DB plan sponsors, provided the plan continued to meet a reduced solvency funding standard of 85% (“Post-Reform Solvency Funding Standard”) and the sponsor continued to make the required normal cost contributions. This replaced the prior solvency funding relief regime of extended amortization timelines.
- (b) At the same time, the Funding Reform enhanced the prior 100% going concern funding requirement by additionally requiring a DB plan to fund a provision for adverse deviations (“Post-Reform Going Concern Funding”). The Post-Reform Going Concern Funding Standard is a number between 105% and 122% on a going concern basis, calculated based on the target asset allocations in the plan’s statement of investment policies and procedures.

[30] The purpose of Funding Reform was to rebalance the protections afforded to plan members under Regulation funding requirements. While the Post-Reform Solvency Funding Standard and permanent solvency funding relief were aimed to benefit employers, like The Herald, the Post-Reform Going Concern Funding Standard provided additional protection to DB plan members.

[31] This Appeal is focused on the *solvency* funding-related changes (i.e. the 2020 Amendments’ implementation of the Post-Reform Solvency Funding Standard) because the impugned “special payments” relate only to solvency funding. Accordingly, the main regulatory provisions engaged in the statutory interpretation are those concerning solvency “special payments”.

[32] With respect to the solvency funding-related changes in the Funding Reform, their intent and effect were two-fold. First, to relieve DB plan sponsors in circumstances like The Herald’s, i.e. those that were affected by demographic changes of the working population (i.e., increased life expectancy of retired workers, workers entering workforce later and retiring earlier), along with market conditions and low long-term interest rates. Each of these forces were outside the control of employers but had the effect of increasing the burden with respect to solvency funding. Second, to protect the benefits earned by the members of the pension plans.

[33] As stated by the Minister of Finance and Treasury Board during Parliamentary debates of the amendments, some pension plans struggled to remain solvent under the previous system. The government valued the security that workplace DB pension plans provide and for them to continue so that Nova Scotians have peace of

mind in their retirement years. Employers told government that they wanted greater flexibility and stability, and employees told them they were most concerned about protection of their benefits. The changes to the Act and Regulations were in response to both (*Hansard*, Record p. 606).

[34] The following chart displays a comparison of the relevant Regulations before and after 2020 Amendments:

Prior to April 1, 2020	After April 1, 2020 (amendments underlined)
<p>Definitions Section 2(1) “special payment” means a payment, or 1 of a series of payments, made to liquidate a going concern unfunded liability or a solvency deficiency in relation to the pension benefits under a pension plan, and determined in accordance with</p> <p>(i) Section 99 or 101, for the minimum amount of payments required in relation to a going concern unfunded liability or a solvency deficiency,</p> <p>(ii) Section 104, for payments made under temporary exceptions to the minimum amount of payments required in relation to a going concern unfunded liability,</p> <p>(iii) Section 105, for payments made under temporary exceptions to the minimum amount of payments required in relation to a solvency deficiency,</p> <p>(iv) Section 107, for payments made under an elected extended amortization</p>	<p>Definitions Section 2(1) “special payment” means a payment, or 1 of a series of payments, made to liquidate a going concern unfunded liability or solvency deficiency in relation to the pension benefits under a pension plan, and determined in accordance with</p> <p>(i) Section 99 or 101, for the minimum amount of payments required in relation to a going concern unfunded liability or a solvency deficiency,</p> <p>(ii) Section 104, <u>for temporary special payments made under subsection 105(1) or (2) or Section 107, as those provisions read immediately before April 1, 2020;</u></p>

<p>period in relation to a solvency deficiency;</p>	
<p>Determination of solvency deficiency</p> <p>9 The solvency deficiency, as of a particular valuation date, of a pension plan that provides defined benefits is determined by the following formula:</p> <p>solvency deficiency = A - B in which A = the sum of</p> <p>the solvency liabilities, the solvency liability adjustment and the previous year credit balance as of the valuation date of the valuation report,</p> <p>B = the sum of the solvency assets and the solvency asset adjustment as of the valuation date of the valuation report.</p>	<p>Determination of solvency deficiency of plan providing defined benefits</p> <p>9(1) The solvency deficiency, as of a particular valuation date, of a pension plan that provides defined benefits, is determined by the following formula:</p> <p>solvency deficiency = A - B in which A = the sum of</p> <p><u>all of the following:</u></p> <p>(i) <u>the applicable percentage of the plan's solvency liabilities set out in subsection (2),</u></p> <p>(ii) <u>the applicable percentage of the plan's solvency liability adjustment set out in subsection (2),</u></p> <p>(iii) <u>the plan's previous year credit balance as of the valuation date</u></p> <p>B = the sum of the <u>plan's</u> solvency assets and the solvency asset adjustment as of the valuation date.</p> <p>(2) <u>For the value of "A" in subsection (1), the applicable percentage for subclauses (i) and (ii) is</u></p> <p>(a) <u>100%, for a valuation date that is before December 31, 2019; and</u></p>

	(b) <u>85%, for a valuation date that is on or after December 31, 2019.</u>
<p>Minimum amount of special payments</p> <p>99(1) Except as otherwise provided in this Section and in Sections 101, 104, 105 and 107, the special payments required to be made after the first valuation date of a valuation report must not be less than the sum of all of the following amounts, paid in the following manner and within the specified amortization periods:</p> <p>(b) for a solvency deficiency, other than a solvency deficiency for a pension plan exempted from special payments under subsection 19(6), the amounts required to liquidate the solvency deficiency, plus interest at the solvency valuation interest rate, to be paid by equal monthly instalments over a period of no longer than 5 years.</p> <p>(2) The beginning of the amortization period for special payments to liquidate a solvency deficiency or going concern unfunded liability determined for the plan in the report may be deferred to a date that is not later than 12 months after the valuation date.</p>	<p><u>Special Payments—General</u></p> <p><u>Minimum amount of special payments</u></p> <p>99(1) Except as otherwise provided in this Section and in Sections 101 and 104, the special payments required to be made after the first valuation date of a valuation report <u>with a valuation date before December 31, 2019</u>, must not be less than the sum of all of the following amounts, paid in the following manner and within the specified amortization periods:</p> <p>[...]</p> <p>(b) for a solvency deficiency, other than a solvency deficiency for a pension plan exempted from special payments under subsection 19(6), the amounts required to liquidate the solvency deficiency, plus interest at the solvency valuation interest rate, to be paid by equal monthly instalments over a period of no longer than 5 years.</p> <p>(2) <u>For a valuation report with a valuation date before December 31, 2019</u>, the beginning of the amortization period for special payments to liquidate a solvency deficiency or going concern unfunded liability determined for the pension plan in the report may be deferred to a date that is not later than 12 months after the valuation date.</p>

(3) Subject to Section 96A and except as provided in subsection (4), the special payments required to be made after the valuation date of a valuation report with a valuation date on or after December 31, 2019, must be not less than the sum of all of the following amounts, paid in the following manner and within the following amortization periods:

[...]

(d) for the first valuation report filed or submitted with a valuation date on or after December 31, 2019, the special payments required to liquidate any solvency deficiency in the report, together with interest at the solvency valuation interest rate, to be paid by equal monthly instalments over a period of no longer than 5 years beginning on the valuation date of the report;

(e) for a valuation report filed subsequent to the first valuation report referred to in clause (d), the special payments required to liquidate any new and existing solvency deficiency in the report, together with interest at the solvency valuation interest rate, to be paid by equal monthly instalments over a period of no longer than 5 years beginning 1 year after the valuation date of the last filed valuation report.

	<p>Special payments—temporary exceptions</p> <p><u>104 Special payments made under subsection 105(1) or (2) or Section 107, as those provisions read immediately before April 1, 2020, may continue to be made in accordance with those provisions until the first valuation report is filed with a valuation date on or after December 31, 2019.</u></p>
<p>Temporary exceptions to minimum special payments—solvency deficiencies arising under former regulations</p> <p>105 (1) If, on the date these regulations come into force, special payments are being made under clause 6A(3)(a) of the former regulations to liquidate existing or new solvency deficiencies identified in the first valuation report prepared with a valuation date on or after December 30, 2008, and no later than January 2, 2011, the special payments may</p> <p>continue in accordance with that clause instead of as required for payments that are required to liquidate a solvency deficiency under clause 99(1)(b), but the pension plan must otherwise meet the requirements of subsection 32(1) when the plan is amended.</p> <p>(2) If an election to make special payments to liquidate a solvency deficiency over 15 years has been</p>	<p>105 [repealed]</p>

<p>made under Section 7 of the former regulations,</p> <p>(a) the special payments may continue in accordance with subsection 7(4) of the former regulations instead of as required for payments that are required to liquidate a solvency deficiency under clause 99(1)(b), but the pension plan must otherwise meet the requirements of subsection 32(1) when the plan is amended; and</p> <p>(b) the obligation to send progress reports continues in accordance with Section 7 of the former regulations while special payments are being made in accordance with that Section.</p>	
<p>One-time election to extend amortization period</p> <p>107 (1) Subject to subsection (2), an administrator of a pension plan that provides defined benefits may elect to liquidate the following solvency deficiencies for the defined benefits in the pension plan under this Section instead of making special payments as required under clause 99(1)(b):</p> <p>(a) a new solvency deficiency; and</p> <p>(b) an eligible existing solvency deficiency.</p> <p>(2) An administrator cannot elect to make special payments under this Section unless all of the following conditions are satisfied:</p>	<p>107 [repealed]</p>

(a) all employer contributions and employee contributions due and payable under the pension plan have been made in accordance with Part 3: Funding of Pension Plans—Payment of Contributions;

(aa) a solvency relief report is filed under these regulations that sets out all of the following, in addition to the information required for a valuation report by subsections 53(2), (3) and (4):

(i) a statement that the administrator of the pension plan proposes to make an election to extend the amortization period under Section 107,

(ii) the special payments that will be required if an election is made to extend the amortization period to liquidate, in accordance with Sections 107 to 116, a new solvency deficiency and any eligible existing solvency deficiency,

(iii) the special payments that will be required if an election is not made to extend the amortization period to liquidate, in accordance with Sections 107 to 116, a new solvency deficiency and any eligible existing solvency deficiency;

(b) the process for making an election and objecting to an extension

of the period for liquidating a solvency deficiency is conducted in accordance with this Section and Sections 108 to 114;

(c) the election is successful, in accordance with Section 113.

(3) Special payments made to liquidate a solvency deficiency under this Section must not be less than the sum of the following:

(a) the amount required to fully liquidate a new solvency deficiency determined as at an eligible valuation date, plus interest at the solvency valuation interest rate, to be paid by equal monthly instalments over a period of no longer than 15 years;

(b) the amount required to fully liquidate an eligible existing solvency deficiency that has not been fully liquidated as at an eligible valuation date, plus interest at the solvency valuation interest rate, to be paid by equal monthly instalments over a period of no longer than 15 years.

(4) The start of the amortization period for special payments under this Section may be deferred to a date that is no later than 12 months after the eligible valuation date.

Analysis of 2020 Amendments

Section 9

[35] Based on s.9 of the Regulations in place immediately prior to April 1, 2020, pension plans were required to use a 100% solvency funding standard for the solvency valuation calculations. Therefore, prior to the 2020 Amendments taking effect, a pension plan had to be fully funded or a liability would arise resulting in the pension plan having to make “special payments”. As a result of the 2020 Amendments, the minimum standard for solvency funding was lowered to 85% for valuation dates on or after December 31, 2019. Section 9(2)(b) of the Regulations states that the lower 85% solvency funding standard only applies “for a valuation date that is on or after December 31, 2019”. Subsection 9(2)(a) explains that the 100% solvency funding standard continues to apply “for a valuation date that is before December 31, 2019”. (Emphasis added)

Section 99

[36] Section 99 of the pre-April 2020 Regulations addresses amortization periods permitted for “special payments” owing due to temporary relief provisions extended prior to the 2022 amendments. These temporary relief provisions are found in the pre-2022 amended ss.99(1)(b), 105 and 107.

[37] The 2020 Amendments specifically added the words “with a valuation date before December 31, 2019”. After April 1, 2020, and based on s.9(2)(a) of the Regulations, “solvency deficiency”, as that term is used in s.99(1)(b), was based on a 100% solvency funding standard “for a valuation date that is before December 31, 2019” (Emphasis added).

[38] Section 99(1)(b) of the Regulations specifically deals with “special payments” required to address solvency deficiencies that were to be paid by equal monthly instalments over a period of no longer than five years. This five-year period pursuant to s.99(1)(b) was the standard period of time over which a solvency deficiency was to be paid unless a party had been granted an exception under the prior temporary solvency relief provisions pursuant to ss.105 or 107 of the Regulations in force immediately prior to April 1, 2020.

[39] As can be seen from the underlined language in the chart above, s.99(3) was also added as a result of the 2020 Amendments. Section 99(3) addresses special payment requirements arising from a valuation report with a valuation date on or after December 31, 2019 (applying the new 85% standard). As of April 1, 2020,

subsection 99(3) of the Regulations explains that the “special payments” required to be made after the valuation date of a valuation report with a valuation date on or after December 31, 2019 are to be paid in accordance with one of the subsections included in 99(3). Pursuant to s.9(2)(b) of the Regulations, these “special payments” under s.99(3) are based on valuations applying the new 85% solvency funding standard which applies “for a valuation date that is on or after December 31, 2019”.

[40] Section 99(1) begins with the words “Except as otherwise provided in this Section and in Sections 101 and 104”. The words “Except as otherwise provided in this Section” which are found at the beginning of s.99(1) (and were there both before and after the 2020 Amendments) refers to subsection 99(2) (which was also there both before and after the 2020 Amendments) and subsection 99(3). While subsection 99(1)(b) generally requires “special payments” in respect of a solvency deficiency identified in a valuation report with a valuation date prior to December 31, 2019 to be amortized over a period of not more than five years commencing from the valuation date, s.99(2) permits the amortization period to be deferred for up to 12 months. The reference to s.101 deals with jointly sponsored pension plans (not relevant here). The reference to s.104 applies to those plans that elected to amortize solvency deficiencies over 15 years (instead of 5 under s.99(1)(b)) and will be addressed in greater detail below.

Sections 105 and 107

[41] The regulations in force immediately prior to April 1, 2020, also contained temporary solvency relief provisions (which existed at ss.105-115 of the pre-April 1, 2020 regulations). Essentially, these sections permitted a plan to elect to extend the amortization period of a solvency deficiency over 15 years as opposed to making the “special payments” over a five-year period as was required under s.99(1)(b). Sections 105 and 107 of the regulations in force prior to April 1, 2020, are the two most relevant sections for our purposes.

[42] For example, s.105 of the regulations, as they read immediately prior to April 1, 2020, allowed minimum “special payments” to be made in respect of solvency deficiencies that had been determined in accordance with temporary solvency funding relief that had been provided under s.7 of the regulations in effect prior to June 1, 2015 (the “Former Regulations”). The Former Regulations permitted a one-time election to amortize, over a period of up to 15 years, a new solvency funding deficiency and the remainder of any existing solvency funding deficiencies then

being amortized over five years. Section 105 permitted plans to continue to make “special payments” as determined under the Former Regulations.

[43] Section 107 of the regulations, as they read immediately prior to April 1, 2020, permitted a one-time election to amortize a new solvency funding deficiency over a period of up to 15 years and the remainder of any existing solvency funding deficiencies would then be amortized over five years.

[44] As a result of the 2020 Amendments, the temporary solvency relief provisions that had previously been available under ss.105–115 of the regulations in force immediately prior to April 1, 2020, were repealed. Now with the new 85% solvency funding standard taking effect as of April 1, 2020, these earlier solvency relief provisions that had allowed plans to elect to extend the amortization period of a solvency deficiency over 15 years (as opposed to 5) based on the prior 100% solvency funding standard were no longer in effect.

[45] Although these sections (105–115) were repealed, s.104 of the Regulations was expressly brought in with the 2020 Amendments to address those plans, like The Herald, that had elected to extend the amortization period of a solvency deficiency over a period of 15 years under the previous ss.105 or 107. For those plans that had elected arrangements under ss.105 or 107 and were not making their “special payments” over the standard five-year period (as contemplated under the general clause – 99(1)), this new s.104 of the Regulations applied. Section 104 explained that those plans that had elected to extend the amortization period of a solvency deficiency (i.e. lower payments calculated over a longer amortization period) could continue to make the “special payments” that had been calculated on this basis pursuant to s.105 or s.107 (as those sections read before April 1, 2020) until the first valuation report is filed with a valuation date on or after December 31, 2019. It is noteworthy that a specific pension plan may not have to file a valuation report until as late as December 2022, depending on when the last valuation report was filed. Section 104 deals with that circumstance.

Section 2(1) Definition of “Special Payment”

[46] Section 2(1) under the regulations in force immediately prior to April 1, 2020, defined “special payment” as set out in the chart above, and explained that “special payments” would be determined in accordance with other sections in the regulations, such as 99, 105 or 107 (as referenced above).

[47] Based on the changes that came in with the 2020 Amendments, the definition of “special payment” found at s.2(1) of the Regulations was also amended as shown in the chart above. Essentially, the direct references to ss.105 and 107 that had been in the pre-April 2020 definition of “special payment” were removed from the new definition (as these sections had been repealed) and instead the new definition of “special payment” referred to the new s.104.

[48] Section 9 and s.2(1) of the Regulations confirm that special payments” that were required to be made after the first valuation date of a valuation report with a valuation date before December 31, 2019 with respect to a solvency deficiency (based on the 100% solvency funding standard), whether amortized over 5 years or 15 years, were required to be paid until a valuation report with a valuation date on or after December 31, 2019.

[49] Under ss.99(3) and 104 of the Regulations, however, it was open to a plan to recalculate in a valuation report with a valuation date on or after December 31, 2019, to determine what if any liability was due at 85%. Based on this calculation, if the result was that the plan was at least 85% funded on a solvency basis, the obligation to make “special payments” moving forward would cease as of the first valuation report on or after December 31, 2019.

[50] Nothing in the 2020 Regulations (not in ss.99, 104, 2(1), or anywhere else) expressly forgave any “special payments” that were due and payable prior to December 31, 2019, under the 100% solvency funding standard but had not been paid.

[51] One further comment on the legislative scheme. Section 86 of the Regulations was repealed by the 2020 Amendments and replaced in its entirety by the following:

Minimum contributions to pension plan

86 (1) Except as provided in subsections (3) and (5) and Section 86A, the employer contributions and employee contributions made under a pension plan must not be less than the sum of all of the following:

- (a) All employer contributions and employee contributions required to pay the normal cost;
- (b) all special payments set out in a previous valuation report that remain to be paid with respect to any going concern unfunded liability;
- (c) all special payments set out in a previous valuation report that remain to be paid with respect to any solvency deficiency;

- (d) all special payments required to be paid with respect to any going concern unfunded liability that is determined in the most recently filed or submitted valuation report;
- (e) all special payments to be paid with respect to any solvency deficiency that is determined in the most recently filed or submitted valuation report;
- (f) all payments determined in accordance with Sections 183 to 186 as the payments required to be made to a pension plan on wind-up or partial wind-up of the plan under Sections 99 and 100 of the Act.

[Emphasis added]

It is noteworthy that subsection (c) did not exist prior to the 2020 Amendments.

Factual Background: The Herald's 2017 and 2019 Valuation Reports

[52] Pursuant to s.53 of the Regulations, The Herald filed the 2017 Valuation Report with the Superintendent on December 1, 2017. The 2017 Valuation Report identified a new solvency deficiency of \$7,478,000 (applying the 100% solvency funding standard). The 2017 Valuation Report explained that on a hypothetical wind-up basis, the Plan had a deficit of \$14,723,600. "Special payment" amounts were calculated as the sum of payments required in respect of the new solvency funding deficiency in addition to those "special payments" required in respect of a solvency deficiency identified in the previous valuation report that was prepared prior to the 2017 Valuation Report.

[53] Specifically, the 2017 Valuation Report included a schedule at p.15 of the Report that identified the minimum "special payments" required per annum under the application of temporary solvency funding relief pursuant to s.107 of the regulations that were in place in 2017 (prior to the 2020 Amendments taking effect). On p. 14 of the 2017 Valuation Report, the actuary stated:

Special Payments under Solvency Relief

According to the new temporary solvency funding relief Regulations under the Nova Scotia *Pension Benefits Act*, new solvency deficiencies can be amortized over a 15 year period with member consent. Therefore, if the Plan Sponsor applies the temporary solvency relief provisions, the minimum required special payments are \$772,000 for the period of April 1, 2017 to March 31, 2018, and then \$1,407,800 per annum for the following 10 years, reducing to \$635,800 per annum for the following 5 years. This payment level will be reviewed at the time of the next actuarial valuation, due no later than March 31, 2020.

The following table summarizes the required special payments as at March 31, 2017 if the solvency relief provisions are adopted.

[54] A table at the top of p. 15 of the 2017 Valuation Report indicated that annual “special payments” of \$1,407,800.00 were required to be made into the Plan.

[55] Page 15 of the 2017 Valuation Report stated, “Special payments must be paid by equal monthly installments, within 30 days following the end of each month”. This is consistent with s.92(7) of the Regulations (prior to and following April 1, 2020) which state:

When and how payment of contributions to be paid

92 [...]

(7) Except as provided in subsection (6) for an increase in special payments, all special payments must be paid in equal monthly instalments no later than 30 days after the month in relation to which the special payment is payable.

[56] The Herald elected to proceed with solvency relief under s.107 of the regulations (in place immediately prior to April 1, 2020) and a certificate of consent to extend the amortization period of the new solvency deficiency identified in the 2017 Valuation Report from 5 years to 15 years was filed with the Superintendent on March 7, 2018.

[57] As of the 2017 Valuation Report, The Herald had a solvency deficit in the amount of \$14,723,600. The Herald had an obligation to make monthly payments (as calculated by the actuary as per the 2017 Valuation Report) towards this \$14,723,600 amount over the course of 2018 and 2019. The Herald did not make these payments.

[58] The 2020 Amendments came into effect on April 1, 2020, and at that time the solvency funding standard was reduced to 85% for a valuation report with a valuation date that is on or after December 31, 2019.

[59] The Herald filed the 2019 Valuation Report with the Superintendent of Pensions on December 1, 2020. The 2019 Valuation Report indicated a going concern excess of \$1,365,900. The 2019 Valuation Report indicated a solvency excess (applying the 85% solvency funding standards) of \$1,924,700 with a transfer ratio of 86.9%. On a hypothetical windup basis, the Plan had a deficit of \$13,137,700.

[60] In the 2019 Valuation Report, the actuary explained that as there was no longer a solvency deficiency (applying the new 85% solvency funding standard), the “special payments” owing under the 2017 Valuation Report ceased effective January 1, 2020. The actuary stated on p. 8:

In accordance with Section 9(2) of the Regulations to the PBA, for valuation dates on or after December 31, 2019, the solvency deficiency is calculated using 85% of the solvency liabilities. As shown above, the solvency excess is \$1,924,700 at December 31, 2019, excluding the employer contributions due under the prior funding regime.

As there is no longer a solvency deficiency, the special payments established at the last valuation can cease effective January 1, 2020.

[61] At p. 12 of the 2019 Valuation Report, the actuary stated:

B. Special Payments

Special payments may be required in order to amortize any Plan deficiencies. Effective December 31, 2019, the Nova Scotia Pension Benefits Regulations were amended to adjust the calculation of the going concern excess/unfunded liability to include an explicit provision for adverse deviations and to adjust the calculation of the solvency deficiency to use 85% of solvency liabilities.

The valuation as at December 31, 2019 revealed a going concern excess. In addition, the valuation as at December 31, 2019 revealed no solvency deficiency. Therefore, in accordance with the Nova Scotia Pension Benefits Regulations, no new special payments are required, and previously established special payments can cease effective January 1, 2020.

[62] As to the “special payments” that became due in 2018 and 2019, the actuary stated, on p. 12 of the 2019 Valuation Report:

C. Contributions Due under Prior Funding Regime

There are outstanding employer contributions in the amount of \$2,770,537 which were due under the funding regulations in effect prior to April 1, 2020. This represents special payments due to the plan from January 2018 to December 2019 and an amount related to the change in the recommended employer current service contributions following the March 31, 2017 actuarial valuation.

[Emphasis added]

[63] In Section V of the 2019 Valuation Report, on p. 13, in the section entitled “Summary of Conclusions and Recommendations”, the actuary further explained:

4. As at the valuation date, special payments are not required under the current funding regime. However, there are contributions due under the prior funding regime of \$2,770,500.

[64] From the \$2,770,537.00 amount referenced above, an amount of \$113,881.00 related to the change in the recommended current service contributions following the 2017 Valuation Report. The Herald confirmed in submissions made to the Superintendent on October 12, 2021, that this amount of \$113,881.00 had been paid in full.

[65] Therefore, over the course of 2018 and 2019, The Herald was responsible to have paid “special payments” in the amount of \$2,656,656 (the Special Payment Amount) into the Plan. This Special Payment Amount was never paid into the Plan.

Events Leading up to this Appeal

[66] As noted above, on November 9, 2020, the Superintendent issued a Notice of Proposed Order to The Herald proposing to order that The Herald file three Annual Information Returns (“AIR”) for the years ending December 31, 2017, December 31, 2018, and December 31, 2019.

[67] On November 26, 2020, Mr. Ian Scott, Executive Vice President and Chief Operating Officer with The Herald wrote a letter to the Superintendent attaching the three AIRs requested. Mr. Scott explained at para. 2 of that November 26, 2020, letter:

I draw your attention to page 6 of each AIR where the certification that all contributions to the plan have been at least equal to the those required by the current plan document and the Actuarial Information Summary. These have been crossed out as not all special payments have been made by the plan sponsor.

[68] Mr. Scott continued to explain at para. 5:

Current rules allow that existing and new pension plans with valuation dates on or after December 31, 2019 are required to fund to 85% of liabilities determined on a solvency basis. No solvency payments are required if a plan’s solvency ratio is 85% or higher. As the Halifax Herald plan solvency ratio exceeds 85%, no solvency payments are therefore required.

[69] On May 17, 2021, the Superintendent wrote a letter to Mr. Scott. In this letter, the Superintendent stated that there were outstanding contributions due to the Plan

which included an amount of \$2,656,656.00 in respect of “special payments” due to the Plan from January 2018 to December 2019 and also, at para. 3 of her letter:

Your letter of November 26, 2020 implies that you are taking the view that, because of the regulatory changes that came into effect on April 1, 2020, these contributions are no longer required. **This is not the case.** The contributions payable prior to April 1, 2020 regulations must be paid into the plan, regardless of the current funded status of the plan. The regulatory changes effective April 1, 2020 to the formula for calculating the solvency deficiency of a defined benefits pension plan were not made retroactive. They apply only to valuation dates on or after December 31, 2019: see clause 9(2)(b) of the *Regulations*.

(Emphasis added in original)

[70] In this letter, the Superintendent asked Mr. Scott to confirm whether the outstanding employer contributions had been paid and if they had not, she asked for a proposed timeline setting out when The Herald proposed making the outstanding “special payments” into the Plan.

[71] Mr. Scott responded with a letter on June 16, 2021, advising that The Herald was working with legal counsel to respond to the Superintendent’s May 17, 2021, letter. The Herald provided a substantive response to the Superintendent on the issues on November 8, 2021. In its response, The Herald acknowledged that it had not paid the outstanding Special Payment Amount into the Plan and it put forward its position that this Special Payment Amount was no longer due to be paid into the Plan by virtue of the 2020 Amendments.

[72] The Superintendent issued the NOID on January 22, 2022. The Superintendent found that the 2020 Amendments carried forward the requirement to make and to continue to make “special payments” established by a valuation report with a valuation date before December 31, 2019. The Superintendent concluded that The Herald was required to make the Special Payment Amount that was due in 2018 and 2019 under the 100% solvency funding standard.

[73] The Herald filed an Appeal of the NOID with the Labour Board (the “Board”) on or about February 16, 2022. Counsel argued the appeal before the Board on November 17 and 18, 2022. The Board rendered its Decision on March 14, 2022.

[74] The Board concluded that the Special Payment Amount that became due and owing over 2018 and 2019 was required to be paid, consistent with the Superintendent’s NOID and the position that had been put forward by the

Superintendent before the Board on appeal. Specifically, the Board concluded at para. 111 of its Order:

This extended analysis of this complex Regulations comes down to this: special payments in respect of solvency deficiencies that were assessed and payable prior to a valuation report with a valuation date of December 31, 2019 remain due and payable. The fact that the liability to make future payments after that date that would otherwise have been payable under the Act and Regulations not been amended does not affect or expunge those that were already due and payable. The Herald is obligated to make the payments in issue. I agree then with the Superintendent's NOID on this point.

[75] In its March 14, 2023, Decision, the Board directed the Superintendent to make the intended decision set out in the NOID.

[76] On April 28, 2023, The Herald filed a Notice of Appeal to this Court, pursuant to s.116 of the Act.

Issues

[77] As framed by the Appellant's Factum, the issues before the Court are:

1. Did the Board err in its interpretation of s.99(1) of the Regulations by incorrectly determining that s.99(1) maintained the requirement to make "special payments" due but not paid prior to the first valuation report with valuation date on or after December 31, 2019?
 - a. Did the Board fail to consider The Herald's submissions on s.99(3)?
 - b. Did the Board err in its legislative interpretation of the Regulations, as amended, to maintain both pre- and post-reform funding standards after the terms of s.99(3) had been met?
2. Did the Board err by determining that the provisions of the 2020 Amendments removing the requirement to make "special payments" determined in accordance with the Pre-Reform Solvency Funding Standard were not retrospective to 2018 and 2019?
 - a. Did the presumption against retrospectivity apply, and if so, was the presumption rebutted?
 - b. Did the Board err in its legislative interpretation of the 2020 Amendments in finding they were not retrospective?

Standard of Review

[78] In *Canada (Attorney General) v. Vavilov*, 2019 SCC 65, at paras. 36-52, the Supreme Court of Canada confirmed that the standard of review for statutory appeals of administrative decisions are the same as judicial appeals. Speaking about statutory appeals, at para. 37, *Vavilov* explicitly held that:

Where, for example, a court is hearing an appeal from an administrative decision, it would, in considering questions of law, including questions of statutory interpretation and those concerning the scope of a decision maker’s authority, apply the standard of correctness in accordance with *Housen v. Nikolaisen*, 2002 SCC 33, [2002] 2 S.C.R. 235, at para. 8. Where the scope of the statutory appeal includes questions of fact, the appellate standard of review for those questions is palpable and overriding error (as it is for questions of mixed fact and law where the legal principle is not readily extricable).

[79] The parties agree that the standard of correctness applies to issues 1(b) and 2(b). The Herald says that the same standard applies to issues 1(a) and 2(a). The Respondents say that issues 1(a) and 2(a) involve mixed questions of law and fact and therefore should be determined on the standard of palpable and overriding error.

[80] In *Canada (Director of Investigation & Research) v. Southam Inc.*, [1997] 1 S.C.R. 748, the Court explained questions of mixed fact and law at para. 35:

... Briefly stated, questions of law are questions about what the correct legal test is; questions of fact are questions about what actually took place between the parties; and questions of mixed law and fact are questions about whether the facts satisfy the legal tests.

[81] I will address the standard of review within my analysis of issues 1(a) and 2(a).

The Board Decision

[82] Before analysing the issues on appeal, I will provide an overview of the Board’s Decision. Following an introduction (paras. 1 - 4), the Board reviewed the NOID (paras. 5 - 7) and then reviewed the evidence (paras. 8 - 11). Beginning at para. 12, the Board reviewed the legislative context (paras. 12 - 16), reviewed the “Pressure on Pension Plans” (paras. 17 - 21) and then reviewed “The Solvency Funding Deficiencies in the Herald DB Plan” (paras. 22 - 26). Beginning at para. 27, the Board conducted an extensive review of pension reform under the heading “Pension Reform was in the Air” and reviewed key information and documentation

leading up to the introduction of the 2020 Amendments in April of 2020. The Board then reviewed the “History of the Herald’s Disagreement with the Superintendent (paras. 37 – 46) before setting out the central issue at para. 46:

The central issue before the Board can be stated simply: did the amended Act and Amended Regulations that came into effect on April 1, 2020 have – or were they intended to have – retrospective effect. If they did, as the Applicant Herald submits, then there is no longer any obligation to make the special payments that had been due and owing before the amendments came into effect. Any liability to make the 2018 and 2019 special payments was erased by the amended Act and Regulations. On the other hand, if, as the Respondents submit, the changes did not have retrospective effect, then the obligation to make the special payments of 2018 and 2019 remains and the Herald must pay it.

[83] After setting out the central issue, the Board provided a summary of the oral arguments made by The Herald (paras. 47 – 62), those put forward by the Superintendent (paras. 63 – 74), those put forward by the Union (para. 75), and The Herald’s Reply (para. 76). It is against this backdrop and within this context that the Board proceeded to the “Analysis and Decision” section beginning at para. 77 of the Decision.

Issue (1) The Board Erred in its interpretation of s.99(1) of the Regulations

[84] In *Rizzo & Rizzo Shoes Ltd. (Re)*, [1998] 1 S.C.R. 27, the Supreme Court of Canada adopted as the preferred approach the so-called “modern principles” of statutory interpretation formulated by Elmer Driedger in *The Construction of Statutes*. Iacobucci, J., for the court, wrote at paras. 18-23:

18 The statutory obligation upon employers to provide both termination pay and severance pay is governed by ss. 40 and 40a of the [*Employment Standards Act of Ontario (“ESA”)*], respectively. The Court of Appeal noted that the plain language of those provisions suggests that termination pay and severance pay are payable only when the employer terminates the employment. For example, the opening words of s. 40(1) are: “No employer shall terminate the employment of an employee....” Similarly, s. 40a(1a) begins with the words, “Where...fifty or more employees have their employment terminated by an employer... .” Therefore, the question on which this appeal turns is whether, when bankruptcy occurs, the employment can be said to be terminated “by the employer”.

19 The Court of Appeal answered this question in the negative, holding that, where an employer is petitioned into bankruptcy by a creditor, the employment of its employees is not terminated “by the employer”, but rather by operation of law. Thus, the Court of Appeal reasoned that, in the circumstances of the present case,

the ESA termination pay and severance pay provisions were not applicable and no obligations arose. In answer, the appellants submit that the phrase “terminated by an employer” is best interpreted as reflecting a distinction between involuntary and voluntary termination of employment. It is their position that this language was intended to relieve employers of their obligation to pay termination and severance pay when employees leave their jobs voluntarily. However, the appellants maintain that where an employee’s employment is involuntarily terminated by reason of their employer’s bankruptcy, this constitutes termination “by an employer” for the purpose of triggering entitlement to termination and severance pay under the ESA.

20 At the heart of this conflict is an issue of statutory interpretation. Consistent with the findings of the Court of Appeal, the plain meaning of the words of the provisions here in question appears to restrict the obligation to pay termination and severance pay to those employers who have actively terminated the employment of their employees. At first blush, bankruptcy does not fit comfortably into this interpretation. However, with respect, I believe this analysis is incomplete.

21 Although much has been written about the interpretation of legislation (see, e.g., Ruth Sullivan, *Statutory Interpretation* (1997); Ruth Sullivan, *Driedger on the Construction of Statutes* (3rd ed. 1994) (hereinafter “Construction of Statutes”); Pierre-André Côté, *The Interpretation of Legislation in Canada* (2nd ed. 1991), Elmer Driedger in *Construction of Statutes* (2nd ed. 1983) best encapsulates the approach upon which I prefer to rely. He recognizes that statutory interpretation cannot be founded on the wording of the legislation alone. At p. 87 he states:

Today there is only one principle or approach, namely, the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament.

Recent cases which have cited the above passage with approval include: *Canada (Procureure générale) c. Hydro-Québec*, (sub nom. *R. v. Hydro-Québec*) [1997] 3 S.C.R. 213 (S.C.C.); *Royal Bank v. Sparrow Electric Corp.*, [1997] 1 S.C.R. 411 (S.C.C.); *Verdun v. Toronto-Dominion Bank*, [1996] 3 S.C.R. 550 (S.C.C.); *Friesen v. R.*, [1995] 3 S.C.R. 103 (S.C.C.).

22 I also rely upon s. 10 of the *Interpretation Act*, R.S.O. 1980, c. 219, which provides that every Act “shall be deemed to be remedial” and directs that every Act shall “receive such fair, large and liberal construction and interpretation as will best ensure the attainment of the object of the Act according to its true intent, meaning and spirit.”

23 Although the Court of Appeal looked to the plain meaning of the specific provisions in question in the present case, with respect, I believe that the court did not pay sufficient attention to the scheme of the ESA, its object or the intention of the legislature; nor was the context of the words in issue appropriately recognized. I now turn to a discussion of these issues.

[Emphasis added]

[85] The Herald argues that the Board erred in its interpretation of s.99(1) of the Regulations by failing to consider the plain language of that section, in the context of the entire Regulations as amended by the 2020 Amendments, and the purpose behind Funding Reform changes to solvency funding. That, in summary, s.99(3) of the Regulations provides, once the first valuation report on or after December 31, 2019 is filed, there is no remaining “special payment” requirement under the Regulations in respect of a solvency deficiency, unless that first valuation report on or after December 31, 2019 (or a subsequent valuation report) discloses a solvency funding deficiency.

[86] I respectfully disagree. I find that the Board committed no error of law in its interpretation of the Regulations.

[87] The Board, at para. 110 concluded that the impugned “special payment’s” continued to be due and owing after the first valuation report with valuation date on or after December 31, 2019, under s.99(1) of the Regulations:

...previously incurred solvency deficiency obligations would continue as calculated and payable under the pre-reform Regulations (rather than s.99(1) of the current Regulations) until the delivery of a new actuarial report with a valuation date on or after December 31, 2019. Once that happened the calculation and payment of solvency deficiencies was to be determined pursuant to s.99(1) of the Regulations. What that means then for the Herald is that [the impugned “special payments”] remained due and owing.

[88] At para. 92, the Board stated that the first step is to consider “how a solvency deficiency was determined both before and after April 1, 2020”. The Board at para. 93 reviewed s.9 of the Regulations that existed before the 2020 Amendments came into force. At para. 94, the Board considered s.9 of the Regulations that existed after the 2020 Amendments. Section 9 is the section which addresses the determination of a solvency deficiency. After reviewing these two versions of s.9, the Board commented:

[96] One notes immediately that there was a significant difference in the way deficiency funding was determined. In the previous version the funding formula contained only one valuation date. Under the amended version the determination of whether there was a solvency deficiency depended on whether the valuation date was before December 31, 2019 (when the percentage was 100%) or after that date (when the percentage was 85%).

[97] The point here is that the decision to differentiate expressly between deficiency funding rates pre- and post-December 31, 2019 does not suggest an

intent to extend the 85% figure back before December 31, 2019. It rather suggests an intent to keep that distinction alive, so as to ensure that the changes effective April 1, 2020 did not change any determination of solvency deficiencies that had been made prior to December 31, 2019.

[89] The Board, at this point in its Decision, had determined that the language at s.9 does not reveal an intent that the 85% solvency funding standard was to operate retrospectively “back before December 31, 2019” but on the contrary “It rather suggests an intent to keep that distinction alive, so as to ensure that the changes effective April 1, 2020 did not change any determination of solvency deficiencies that had been made prior to December 31, 2019.”

[90] The Board then turned to the term “special payment” which is a defined term in s.2(1) of the Regulations:

“special payment” means a payment, or 1 [sic] of a series of payments, made to liquidate a going concern unfunded liability or solvency deficiency in relation to the pension benefits under a pension plan, and determined in accordance with

- (i) Section 99 or 101, for the minimum amount of payments required in relation to a going concern unfunded liability or a solvency deficiency,
- (ii) Section 104, for temporary special payments made under subsection 105(1) or (2) or Section 107, as those provisions read immediately before April 1, 2020.

[91] The Board noted at para. 99 of its Decision that the definition of “special payment” refers to s.99, s.101 or s.104. The Board then proceeded to address each of these sections.

[92] The Board first addressed s.99(1) at para. 100 of its Decision. The Board carefully examined the language at s.99(1) and concluded at para. 101 that:

On the face of it s.99(1) deals with special payments required in respect of valuation reports with valuation dates before December 31, 2019. That at first glance would appear to apply to special payments under the 2017 Ecklar Report...

[93] I agree that s.99(1) applies to “special payments” in respect of valuation reports with valuation dates before December 31, 2019. Section 99(1) carries forward the obligation to make those “special payments” that were due and owing under a valuation report with a valuation date before December 31, 2019 (applying the 100% solvency funding standard).

[94] The Board goes on to state, however, that “there is an express limitation – s.99(1) applies “except as otherwise provided in this section and in sections 101 and 104.”

[95] At para. 102, the Board referred to s.101 of the Regulations and correctly determined that that section does not concern us here “because it deals with jointly sponsored pension plans” and the Herald’s Plan is not such a plan.

[96] The Board then proceeded to s.104 which states:

104 Special payments made under subsection 105(1) or (2) or Section 107, as those provisions read immediately before April 1, 2020, *may continue to be made* in accordance with those provisions *until* after the first valuation report is filed with a valuation date on or after December 31, 2019. (Board’s emphasis)

[97] The Board correctly noted at para. 104 of its Decision that s.104 “deals with special payments regarding solvency funding that were payable under s.105(1) or (2), or s.107 of the Regulations as they existed before April 1, 2020”. The Board reviewed s.105(1) and (2) that had been in force immediately prior to the 2020 Amendments and stated at para. 106, in part:

...it is clear that s.105(1) contemplates that special payments for solvency deficiencies which had been determined under a previous version of the Regulations could continue to be paid under those past regulatory provisions, rather than as provided for in this iteration of the Regulations. The same can be said for s.105(2). The point is that special payment obligations that had been incurred under a previous version of the Regulations did not cease to be payable. It was just that they could be paid in accordance with the previous rather than the current regulations.

[Emphasis added]

[98] These observations made by the Board correctly conclude that under s.105, “special payment” obligations that had been calculated under a prior version of the regulations, were still required to be paid even after new regulations were introduced. The Board notes that these “special payment” obligations “did not cease to be payable”. Pension plans, however, were given the option to continue to make the “special payments” in accordance with the former regulations as opposed to the current ones.

[99] At para. 108, the Board noted that it was s.107 (1) – (4) that “the Herald took advantage of when it elected in March 2018 to extend the amortization period for its

payments to fund the solvency deficiency of its plan for 15 years”. The Board appropriately directed itself to s.104.

[100] The Board then turned to the language of s.104 and correctly determined it to mean that the obligation to make “special payments” that were due and owing under a prior valuation report were not erased with the introduction of the 2020 Amendments. On the contrary, the language in s.104 contemplates that these “special payments” will continue until the first valuation report is filed with a valuation date on or after December 31, 2019. The Board stated at para. 109:

[Returning] then to s.104 of the Regulations as it now exists we can see that what it contemplates is the continuation of special payments that were being made (or at least, that were supposed to have been paid) in respect of a pre-reform solvency deficiency pursuant to subsection 105(1) or (2) or section 107 “as those provisions read immediately before April 1, 2020.” Such payments “may continue to be made ... until the first valuation report is filed with a valuation date on or after December 31, 2019.” The intent here is similar to that in the pre-reform Regulations (as discussed above at para.[105]). The funding obligation that exists as of the change in the Regulations is not expunged—it is rather allowed to continue under the old regulatory regime for a time until a specified event takes place (which, in this case, was a report with a valuation date on or after December 31, 2019). This conclusion is strengthened by the definition of ‘special payment’ in the current Regulations since, as already noted, it is a payment “made to liquidate a ... solvency deficiency ... determined in accordance with ... section 104, for temporary special payments made under subsection 105(1) or (2) or section 107, as those provisions read immediately before April 1, 2020.”

[101] The Board explained at para. 110 that pursuant to ss.2(1) and 104 of the Regulations, The Herald was responsible to continue to make those special payments calculated and payable under the regulations in force prior to April 2020 until the first valuation report with a valuation date on or after December 31, 2019:

In short, the intersection of the definition of ‘special payment’ in s.2(1) with the wording of s.104 means that previously incurred solvency deficiency obligations would continue as calculated and payable under the pre-reform Regulations (rather than s.99(1) of the current Regulations) until the delivery of a new actuarial report with a valuation date on or after December 31, 2019. Once that happened the calculation and payment of solvency deficiencies was to be determined pursuant to s.99(1) of the Regulations. What that means then for the Herald is that the special payments totalling \$2,656,656.00, being special payments that were due and owing prior to the delivery of the 2020 Eckler Report (with its valuation date of December 31, 2019) remained due and owing.

[102] The Board reasoned at para. 111 that the 2020 Amendments did not relieve The Herald from making “special payments” in respect of solvency deficiencies that arose under a valuation report with a valuation date before December 31, 2019, that had become due and payable. The Board correctly concluded at para. 111 that The Herald was obligated to make the s Amount that became due and payable over 2018 and 2019:

[111] This extended analysis of this complex Regulations comes down to this: special payments in respect of solvency deficiencies that were assessed and payable prior to a valuation report with a valuation date of December 31, 2019 remain due and payable. The fact that the liability to make future payments after that date that would otherwise have been payable had the Act and Regulations not been amended does not affect or expunge those that were already due and payable. The Herald is obligated to make the payments in issue. I agree then with the Superintendent’s NOID on this point.

[103] I find no error of law in this analysis. Further, although not specifically addressed by the Board, s.86(1)(c) of the Regulations makes it abundantly clear that the legislature intended that the impugned “special payments” of 2018 and 2019 would continue to be due and payable when that section was replaced in its entirety by the 2020 Amendments:

Minimum contributions to pension plan

86 (1) Except as provided in subsections (3) and (5) and Section 86A, the employer contributions and employee contributions made under a pension plan must not be less than the sum of all of the following:

...

(c) all special payments set out in a previous valuation report that remain to be paid with respect to any solvency deficiency;

[Emphasis added]

[104] Therefore, regardless of the standard of review that is applied (whether it be correctness or palpable and overriding error), the Board’s decision satisfies the standard of review. I will now address to the sub issues raised in The Herald’s Factum.

Issue 1(a) Whether the Board failed to consider The Herald’s submissions on s.99(3)?

[105] At pp. 30 and 31 of its Factum, The Herald summarizes its interpretation of s.99(3) and argues that s.99(3) relieves the Herald from making the “special payment”. Respectfully, such an interpretation is flawed for many reasons, including that it narrowly focuses on the language of s.99(3) and fails to consider the meaning of the other relevant sections such as s.99(1), s.9, s.2(1), s.86(1)(c) and s.104 that, when read together, strongly support an interpretation that the “special payments” that became due and owing under a valuation report with a valuation date before December 31, 2019 are required to be paid. In order to achieve a proper interpretation, s.99(3) must be read in the context of these other relevant provisions.

[106] The Board conducted a complete analysis of the relevant sections of the Regulations. Section 99(3) expressly deals with “special payments” arising under a valuation report with a valuation date on or after December 31, 2019, and not “special payments” arising under a valuation report with a valuation date before December 31, 2019, such as the 2017 Valuation Report. Therefore, s.99(3) is not directly relevant to the question with which the Board was faced.

[107] To interpret s.99(3) as though the 85% solvency funding standard applies to erase any “special payments” due and owing under a valuation report with a valuation date prior to December 31, 2019, is directly inconsistent with s.9(2) of the Regulations which clearly states at s.9(2)(b) that the 85% solvency funding standard only applies “for a valuation date that is on or after December 31, 2019”. Section 9(2)(a) states that the 100% solvency funding applies “for a valuation date that is before December 31, 2019”.

[108] The Herald put forward its interpretation with respect to s.99(3) in its submissions which the Board inferentially did not accept. The Board conducted its own full examination of the relevant sections which lead to a different conclusion. That does not amount to an error of law. Indeed, analyzing s.99(3) in isolation, without consideration of the context of s.99 as a whole as well as the scheme of the Act as a whole, would be contrary to the principles in *Rizzo*. The Board’s interpretation of the relevant legislative provisions was, in my view, correct and its failure to expressly discuss The Herald’s submissions on s.99(3) did not amount to an error of law.

Issue 1(b) The Board erred in its statutory analysis of the 2020 Amendments in relation to solvency “special payment” obligations

[109] At para. 105 of its Factum, The Herald argues that s.104 of the Regulations is discretionary in that it states that “Special payments made under [...] Section 107,

[...], may continue to be made in accordance with those provisions until the first valuation report is filed with a valuation date on or after December 31, 2019.” The Herald argues therefore, that due to this “permissive language”, the Board erred in finding that s.104 and s.2(1) obligated The Herald to make the “special payment” Amount.

[110] I find no error of law or principle with the Board’s interpretation of s.104. Respectfully, the use of the word “may” in s.104 does not give a pension plan that falls under that section the option of whether to continue to make “special payments” that have already become due and owing. The use of the word “may” simply gives a pension plan the option, once the 2020 Amendments came into force, to continue to make “special payments” based on a solvency deficiency that was amortized over a period of 15 years (pursuant to the former s.107) instead of proceeding under the Regulations currently in force. The option was between continuing to make “special payments” in accordance with the former s.107 or making “special payments” under s.99(1)(b) in the current Regulations. The use of the word “may” under s.104 does not permit a pension plan to choose whether or not it will make “special payments” that became due and owing under a valuation report with a valuation date before December 31, 2019.

[111] This interpretation is supported by the express language found in ss.105(1) and 105(2) of the regulations that were in force immediately prior to April 1, 2020. The wording found in these sections provides greater clarification around the legislature’s intention of the use of the word “may.” For example, s.105(1) found in the regulations immediately prior to April 1, 2020, stated, in part:

105 (1) If, on the date these regulations come into force, special payments are being made under clause 6A(3)(a) of the former regulations to liquidate existing or new solvency deficiencies identified in the first valuation report prepared with a valuation date on or after December 30, 2008, and no later than January 2, 2011, the special payments may continue in accordance with that clause instead of as required for payments that are required to liquidate a solvency deficiency under clause 99(1)(b).

[Emphasis added]

[112] Section 105(2) found in the regulations immediately prior to April 1, 2020, stated, in part:

105(2) If an election to make special payments to liquidate a solvency deficiency over 15 years has been made under Section 7 of the former regulations,

a) the special payments may continue in accordance with subsection 7(4) of the former regulations instead of as required for payments that are required to liquidate a solvency deficiency under clause 99(1)(b)

[Emphasis added]

[113] Further, the language in s.99(1)(b) also supports this interpretation. Section 99(1)(b) of the Regulations addresses “special payment” obligations with respect to solvency deficiencies arising under valuation reports with a valuation date before December 31, 2019, that are to be paid out over a period of five years.

[114] The language in this section is clear that “special payments” required to be made after the first valuation date of a valuation report with a valuation date before December 31, 2019 (and calculated based on the 100% solvency funding standard by virtue of s.9) are required to be paid. There is no permissive language in s.99(1)(b) suggesting that a plan may choose whether or not to make these “special payments”. It would not make sense for the Regulations to permit those plans that elected to proceed under s.107 (or 105) to choose whether or not to make “special payments” arising under a valuation report with a valuation date prior to December 31, 2019 that became due and payable when plans that are proceeding under s.99(1)(b) do not have that option.

[115] For all of the reasons set out above, the Board correctly interpreted s.104 in determining that s.104 along with the definition of “special payment” in s.2(1) “means that previously incurred solvency deficiency obligations would continue as calculated and payable under the pre-Reform Regulations” (at para. 110 of its Decision).

[116] The Herald argues at para. 107 of its Factum that the Board’s second error was “to overlook that s. 104 is also time limited – there can be no special payments under s. 104 once ‘the first valuation report is filed with a valuation date on or after December 31, 2019’”. The Herald argued that as of December 1, 2020, when The Herald filed its 2019 Valuation Report, s.104 was no longer applicable.

[117] Simply because The Herald filed a valuation report on December 1, 2020, this does not change the fact that all “special payments” that were due and payable under a valuation report with a valuation date prior to December 31, 2019, with respect to a solvency deficiency are still required to be paid.

[118] Once the 2019 Valuation Report was filed by The Herald, this meant that the “special payments” as they had been calculated under s.107 (i.e. amortized over 15

years) could no longer continue to be made in accordance with that section. However, any “special payments” that became due and owing in 2018 and 2019 were still required to be paid. There is no language in the Regulations that relieves The Herald from its obligation to make the “special payments” that became due and owing prior to the first valuation report with a valuation date on or after December 31, 2019. As noted, *supra*, s.86(1)(c) makes this abundantly clear. The Board’s interpretation of s.104 was correct.

Issue (2) The Board erred in determining that the presumption against retrospectivity of the amendments to the Regulations applied and was not rebutted

[119] At para. 112 of its Factum, The Herald submits that the Board made three errors of law in its analysis regarding whether the 2020 Amendments were retrospective or not:

- (a) By determining that the presumption against retrospectivity applied;
- (b) By applying the wrong test to determine whether the presumption was rebutted; and,
- (c) By conducting an incomplete statutory interpretation analysis.

Issue 2(a) Did the presumption against retrospectivity apply, and if so, was the presumption rebutted?

[120] The Board found that the presumption against retrospectivity did apply. Its reasoning is found at paras. 81-86 of the Decision:

[81] The Herald’s argument here is that the changes in the Act and in particular the Regulations ‘reached back’ to revise the earlier solvency ratio from 100% to 85%. What had been an obligation to fund to a solvency ratio of 100% was now to be read as 85%. An act of default as of March 31, 2020 was converted the next day to an act of compliance. Is that how the changes should be read?

[82] The Herald’s submission that it did first runs up against the presumption against retrospectivity. It is a general presumption when interpreting legislative changes that such changes are not intended to have retrospective effect. Legislation that changes the consequences attached to a particular action or event as of a certain date are not presumed to project that change back before the legislation come into effect. A statute that does have retrospective effect would be one that, as explained in Driedger in *Statutes: Retroactive Retrospective Reflections*, cited in *Thibault*

Estate at para.9, “attaches new consequences to an event that occurred prior to its enactment.” As further elaborated in Sullivan, *The Construction of Statutes* (7th ed),

“It is presumed that the legislature does not intend legislation to be applied retrospectively, as defined by Driedger, unless the legislation is beneficial or its purpose is to protect the public. At the end of ‘Statutes: Retroactive Retrospective Reflections,’ Driedger provided the following summary of his understanding of retrospectivity and how it differs from retroactivity:

- 1) A retroactive statute is one that changes the law as of a time prior to its enactment
- 2(1) A retrospective statute is one that attaches new consequences to an event that occurred prior to its enactment
- 2(2) A statute is not retrospective by reason only that it adversely affects an antecedently acquired right.
- 2(3) A statute is not retrospective unless the description of the prior event is the fact situation that brings about the operation of the statute.
- 3) The presumption does not apply unless the consequences attaching to the prior event are prejudicial ones, namely, a new penalty, disability or duty.
- 4) The presumption does not apply if the new prejudicial consequences are intended as protection for the public rather than as a punishment for a prior event.

[83] The Herald in its submissions argues that the legislative and regulatory changes “were beneficial and remedial, and not prejudicial to any party.” para.113, Ex. 1; and see *Mathers & Son, supra* at paras.9-11; and *Hawker Siddeley, supra* at paras.129-30, 134.

[84] The difficulty here is that immediately prior to the coming into effect of the changes, the members of the Plan had a right to a Plan that was funded on the basis of a 100% solvency ratio. They had a right to the benefit of a plan that on insolvency would meet 100%, not 85%, of its liabilities to its members. Thus they had a right to a plan that would be funded as of the assessment date on the basis of

- a) 85% as of the assessment date, *plus*
- b) a special payment that was intended to bring that 85% up to 100%.

[85] The fact that the pre-April 2020 Regulations permitted the Special Payment to be amortized over 15 years rather than paid immediately did not detract from that right, given the assumption that the shortfall was bound to be made good. The election filed by the Herald on March 2018 permitted it to meet that obligation over 15 years rather than immediately, but it was a right that it ‘purchased’ by its commitment to make the required annual payments necessary to satisfy the deficiency over time. Allowing the Herald to avoid the payments that had become

due in 2018 and 2019 would mean that the Herald had acquired a valuable benefit for nothing. It also means that the interests of the members of the Plan would be prejudiced. As noted in the 2020 Ecklar report, if the payments are not included the solvency funding of the Plan is at 86.9%; if they are included, it would be at 89.7%. Given their interest in having a pension as fully funded as possible, it is difficult to see the difference as anything other than adverse to the interests of the plan members. It would deny them the benefit of a Plan that had in it (albeit notionally) an additional \$1,407,800.00 (the amount of the outstanding special payments then due and owing). The benefit to the Herald is matched by the detriment to the Plan members. Hence it cannot be said that the amendments were not prejudicial. They might, if the Herald's position was correct, benefit it, but any such benefit would be to the prejudice of the plan members.

[86] I was not persuaded then that I could set aside the presumptions against retrospectivity or the presumption against legislative interference with vested rights to one side. That does not mean that the presumptions—and in particular that against retrospectivity—could not be rebutted. But it does mean that the onus of proving that it did not apply fell on the Herald.

[121] At para. 118 of its Factum, The Herald argues that the Board erred in its analysis of whether the presumption against retrospectivity should apply because it failed to examine the purpose of the 2020 Amendments and then ascertain whether the legislative changes were beneficial, remedial or prejudicial. The Herald referred to a quote from Ruth Sullivan's text (at para. 114 of its Factum) which states that "it is 'presumed that the legislature does not intend legislation to be applied retrospectively...unless the legislation is beneficial or its purpose is to protect the public.'"

[122] In its Decision, in assessing whether the presumption against retrospectivity applied, the Board referred to this same quote from Ruth Sullivan that is referenced in the previous paragraph. At para. 85 of its Decision, the Board considered the 2020 Amendments and whether they were purely beneficial. The Board determined in this paragraph that the Amendments were not purely beneficial (as a result of prejudice caused to the Plan members) and therefore, the Board was not able to determine that the presumption against retrospectivity did not apply.

[123] The Board did in fact consider the purpose of the Regulations. Before including the specific assessment of prejudice to the Plan members at para. 85 of the Decision, the Board does outline the purpose of the 2020 Amendments earlier in its decision. At para. 32 for example, under the heading "Pension Reform Was In The Air", the Board stated:

[32] The same department issued a news release on February 26, 2020 – “Province introduces Regulations to Amend Pension Benefits.” [Ed.2], Tab 7. Material to the issue before the Board was the following statement:

“Nova Scotians wants [*sic*] to have peace of mind in their retirement years. That is why government is introducing that regulation was a [*sic*] under the Pension Benefits Act to improve the flexibility and stability of defined-benefits pension plan funding.

‘These regulations will help stabilize contribution requirements for employers, while maintaining the security of benefits for plan members under the Pension Benefits Act,’ said Finance and Treasury Board Minister Karen Casey.

[124] The Board is referring here to statements made by the Minister of Finance and Treasury Board that speak directly to the purpose of the 2020 Amendments. Also, when reviewing the submissions made by the parties, the Board considered the specific argument made by the Superintendent in response to whether the presumption against retrospectivity applied and summarized the Superintendent’s arguments regarding the purpose of the Regulations as follows: (at para. 70 of the Decision)

...She submitted that a review of the debates in Hansard suggested that in addition to flexibility and stability, the Legislature was also looking to protect members of pension plans. Relieving employers of obligations they had already incurred did not protect members of plans whose solvency ratios had fallen below 100% prior to the reforms.

[125] Therefore, prior to para. 85, comments made by the Board earlier in its Decision indicate that the Board was aware of the purposes of the 2020 Amendments, to improve flexibility and stability for employers but at the same time, to protect benefits for members. With this awareness, the Board correctly determined at para. 85, based on the facts, that the Amendments were not purely beneficial as they caused prejudice to the Plan members. I conclude that in applying the facts to the legal test, the Board’s determination on whether the presumption against retrospectivity applied did not amount to palpable and overriding error.

[126] At para. 120 of its Factum, The Herald argued that the Board erred by focusing “on prejudice to the interests of the pension plan members rather than prejudice to their rights”. The Herald argues that “the presumption applies only if there is an effect on rights rather than interests.”

[127] Before the Board, both The Herald and Superintendent relied on the following authority that elaborated on the legal principle that the presumption against retrospective application will not apply if the legislation in question is beneficial. The paragraphs in *Contours Ltd. v. L.J. Mathers*, 1993 NSCA 145, that were relied upon by the Superintendent before the Board are as below:

29 I agree with the submission of appellants' counsel that when Driedger indicates the presumption against retrospective application does not apply to beneficial statutes that he must have been referring to statutes which only confer a benefit. That appears to be the opinion of Jeffrey G. Macintosh in "The Retrospectivity of the Oppression Remedy" (1987-88) 13 Canadian Business Law Journal 219 where he says at p. 220:

The oppression provision creates a new duty (or duties) that did not exist before. The legal liability so created operates prejudicially rather than benevolently, and appears to be founded on an event or transaction rather than a status or character.

And further in a footnote to the above statement:

A statute which confers a benefit rather than a burden is said to operate benevolently. Because of the policy underlying the presumption against retrospectivity, the presumption does not operate in the case of such a statute. See [Driedger]. Although the oppression provision could be said to confer a benefit on the plaintiff, it seems clear that a benevolent statute is one which only confers a benefit.

30 To not apply the presumption to a statute which both confers a benefit to one person and prejudices another person would, in the opinion of Pierre-André Côté, be wrong as indicated in the following passage from "The Interpretation of Legislation in Canada", 2nd ed., p. 136:

In several cases, retroactivity has been implied by the remedial character of the new statute. But is the fact that a law is more generous or liberal sufficient for it to be considered retroactive? Since all statutes are deemed remedial, such a view could lead to a general rule of retroactivity. That would be killing the patient to cure the illness! Certainly a statute that is remedial for one person may be prejudicial to another.

[Emphasis added]

[128] These paragraphs do not distinguish between rights and interests in assessing any prejudice caused by new legislation (nor do they indicate that the prejudice must be to a right and not an interest). As stated by Sullivan, *Statutory Interpretation* (3rd ed) (Toronto, Irwin Law, 2016), at p. 363: "A right is an interest or expectation that is recognized or protected by law, either by common law or legislation".

[129] If there is a distinction between rights and interests, the impacts of the 2020 Amendments that were assessed as potentially being prejudicial to the Plan members in this case, impacted both their rights and interests. While The Herald argues that members have no right to a particular funding level, Plan members do have a legitimate right to receive a fully funded pension upon retirement and to apply the 2020 Amendments retrospectively prejudices that right. The Board's determination in this regard not only did not amount to palpable and overriding error but rather, it was correct.

[130] At pp. 45 – 47 of its Factum, The Herald suggests that the Board erred by applying the wrong test as to whether the presumption against retrospectivity was rebutted. The Herald asserts that the Board did not apply the correct legal test that comes from *R. v. Dineley*, 2012 SCC 58, where the Court stated that even where the presumption against retrospectivity applies, it is rebutted if “it is possible to discern a clear legislative intent that it is to apply retrospectively.” (para. 10).

[131] If the question is whether the Board applied the correct legal test, the standard of correctness would apply. If the question is whether the Board properly applied the facts to the legal test, the standard of palpable and overriding error would apply. I find that the Board did not err with respect to the application of the test from *R. v. Dineley* or the manner in which it was applied.

[132] First, in assessing whether the presumption against retrospectivity was rebutted, the Board assessed the “two key considerations” that were put forward in The Herald's brief that was filed with the Board. Specifically, The Herald stated at para. 116 of its submission to the Board that:

According to Sullivan, there are two key considerations in determining whether the presumption against retrospectivity is rebutted:

- (a) How arbitrary or unfair it would be to apply the new legislation to the facts in question; and
- (b) The extent to which not applying it would tend to defeat the legislation purpose and in particular whether applying it is necessary or warranted by the goals to be achieved.

[133] The Board assessed both of these key considerations at paras. 88 and 89 of the Decision, applied the relevant facts and the evidence but did not determine that either consideration rebutted the presumption in this case. The Board then stated (at para. 90):

With these observations in mind the Board turns to the interpretation of the Act and the Regulations and the impact of the amendments that became effective April 1, 2020.

[134] At this point in the Decision, the Board refers to the specific language of the Regulations to determine if there is “a clear legislative intent” that the Regulations were to “apply retrospectively”.

[135] The Board then conducted an interpretive analysis of the relevant sections of the Regulations and made findings with respect to the legislature’s intent as to how the 2020 Amendments should apply. For example, after reviewing s.9 of the Regulations (pre and post the 2020 Amendments) the Board stated:

[96] One notes immediately that there was a significant difference in the way deficiency funding was determined. In the previous version the funding formula contained only one valuation date. Under the amended version the determination of whether there was a solvency deficiency depended on whether the valuation date was before December 31, 2019 (when the percentage was 100%) or after that date (when the percentage was 85%).

[97] The point here is that the decision to differentiate expressly between deficiency funding rates pre- and post-December 31, 2019 does not suggest an intent to extend the 85% figure back before December 31, 2019. It rather suggests an intent to keep that distinction alive, so as to ensure that the changes effective April 1, 2020 did not change any determination of solvency deficiencies that had been made prior to December 31, 2019.

[Emphasis added]

[136] Respectfully, the Board did precisely what the Supreme Court in *R. v. Dineley* directed. It looked for the intent of the legislature in the language of the Regulations. The Board determined that these provisions do not indicate an intent for the 85% solvency funding standard to operate retrospectively but that the opposite is true.

[137] The Board’s conclusion in this regard was strengthened after the Board reviewed ss.2(1), 99(1), 101, 104 (and the former ss.105 and 107) and makes further comments about the legislature’s intent:

[*Returning*] then to s.104 of the Regulations as it now exists we can see that what it contemplates is the continuation of special payments that were being made (or at least, that were supposed to have been paid) in respect of a pre-reform solvency deficiency pursuant to subsection 105(1) or (2) or section 107 “as those provisions read immediately before April 1, 2020.” Such payments “may continue to be made ... until the first valuation report is filed with a valuation date on or after December

31, 2019.” The intent here is similar to that in the pre-reform Regulations (as discussed above at para.[105]). The funding obligation that exists as of the change in the Regulations is not expunged—it is rather allowed to continue under the old regulatory regime for a time until a specified event takes place (which, in this case, was a report with a valuation date on or after December 31, 2019).

[Emphasis added]

[138] Therefore, the Board, in its Decision, did not ignore the direction from *R. v. Dineley*. The Board did in fact analyse the legislation to discern the intent of the legislature and determined that the intent was not for the Amending Regulations to operate retrospectively so as to relieve The Herald from its obligation to pay the “special payment” Amount.

[139] I would also note that the Board’s Decision leading up to the findings and conclusions mentioned above, referenced the case of *R. v. Dineley* at para. 57. It was after this reference that the Board embarked on its own review of the relevant statutory language in the Regulations and determined that the language did not discern a clear legislative intent for the Regulations to be applied retrospectively so as to relieve The Herald from having to pay the “special payment” Amount. The Board’s treatment of the applicable test from *R. v. Dineley* did not constitute an overriding and palpable error and was in fact, correct.

Issue 2(b): Did the Board err in its legislative interpretation of the 2020 Amendments in finding they were not retrospective?

[140] At p. 49 of its Factum, The Herald suggests that the Board’s legislative analysis “is problematic for a plethora of reasons.” Over the pages of the Factum that follow, The Herald alleges various problems with the Board’s interpretation.

[141] First, at p. 49 of its Factum, The Herald appears to be suggesting that in assessing whether the retrospective application of the 2020 Amendments would defeat the legislative purpose (at para. 89 of its Decision), the Board only considered the preamble to the Act and did not consider the purpose of the 2020 Amendments. At para. 89 of its Decision, in assessing whether the retrospective application of the 2020 Amendments would defeat the legislative purpose, the Board did review the preamble to the Act and, in my opinion, correctly noted that applying the legislation retrospectively would not achieve the Act’s goals. With respect to the suggestion that the Board otherwise failed to consider the purpose of the 2020 Amendments, however, I respectfully disagree.

[142] The Herald argues at para. 140 of its Factum that the Board failed to consider “that the purpose of the 2020 Amendments to implement the Post-Reform Solvency Funding Standard was to relieve employers of certain solvency funding obligations.” A review of the Record before the Board reveals that relieving employers of certain solvency funding obligations was not the only purpose of the 2020 Amendments. It is evident from paras. 32 and 70 of the Decision, that there was a dual purpose of the 2020 Amendments, to provide flexibility and stability for employers but also to protect benefits of plan members.

[143] With respect to whether this was considered by the Board, while para. 89 refers specifically to the language of the preamble, the purpose of the 2020 Amendments is referenced by the Board in earlier paragraphs in the Decision (at paras. 32 and 70, for example). The retrospective application of the 2020 Amendments would defeat the purpose of the Act (as found in the preamble) as was determined by the Board at para. 89 and it would also be inconsistent with one of the dual purposes of the 2020 Regulations which was to protect the benefits of plan members (as identified by the Board at para. 85 of the Decision). The Board reached the correct conclusion in finding that the retrospective application of the 2020 Amendments would defeat the legislative purpose. The Board correctly decided not to find that the presumption was rebutted on this basis.

[144] At para. 141 of its Factum, The Herald argues:

...the Supreme Court of Canada’s statement on how to conduct a statutory interpretation is well-established. “Today, there is only one principle approach, namely, the words of the an Act are to be read in their entire context and in their grammatical and ordinary sense with the scheme of the Act, the object of the Act and the intention of Parliament.”

[145] This is the *Rizzo* test discussed *supra*. The Board followed the established principles of statutory interpretation. There are multiple comments made by the Board in its Decision to illustrate that it was well aware of the scheme of the legislation, the object of the legislation and the intent of Parliament and that with this information in mind, it turned to the relevant sections of the Regulations and read them in their entire context and in their grammatical and ordinary sense in determining whether they were intended to apply retrospectively.

[146] Beginning at para. 17 of its Decision, the Board discussed “the Pressure on Pension Plans that had existed over the years”. The Board explained the varieties of pressures on pension plans and also the prior legislative changes that had been made

in earlier years to try and address these pressures. The Board explained at paras. 20 – 21:

[20] All of this and more had an impact on pension plans in the province (and indeed Canada) as well as on the Plan. It had adverse impacts on their viability, and made it increasingly difficult to ensure that their current and future liabilities to members could be met. Many employers began to shift from DB plans to less costly DC plans. There was also increased concern that the traditional valuation measures, at least given the economic context, were too stringent and too difficult for struggling employers to meet. Nova Scotia responded to these economic pressures by amending the provisions of the Act and Regulations from time to time. One partial solution offered by various iterations of the Act and Regulations over these years was to provide temporary solvency funding relief by amortizing shortfalls over a period of years rather than making them payable immediately. As described in the “Pension Funding Framework Review” issued by Nova Scotia in September 2017,

“Following an abrupt market downfall in 2007 – 2008, temporary solvency funding relief was provided to permit pension plans to elect to fund solvency deficiencies over longer time frames than the 5 Years Typically Required in Nova Scotia. In 2009, pension plans with solvency deficiencies identified in a valuation report between December 30, 2008 and January 2, 2011 could be funded over 10 years instead of five years, subject to certain conditions. In 2013, another round of temporary solvency relief was provided [to] pension plans with solvency deficiencies identified in a valuation report dated between January 3, 2011 and January 2, 2014 were permitted to fund the deficiency over 15 years instead of five, again, subject to certain conditions:” Ex. 2, Tab 1.

[21] Nova Scotia eventually moved to repeal and replace the former *Pension Benefits Act*, RSNS 1989, c.40 with a new and revised Act: SNS 2011, c.41 (the “2011 Act”). Most of the 2011 Act came into force in 2015. But significant challenges remained even after the financial recovery in the years after 2007-2008. In particular, interest rates remained low. Many DB plans had difficulty meeting the 100% solvency mark. Nova Scotia followed the example of British Columbia, Manitoba and Ontario in allowing employers to fund any deficiency by amortizing the required payment over longer periods of time. In August 2017, Nova Scotia allowed employers with DB plans with valuation dates from December 30, 2016 to January 2, 2019 to elect to fund new solvency deficiencies over a 15-year period. An existing deficiency that was being funded over five years could be consolidated with any new deficiency and funded over 15 years: Ex 2, Tab 1, p.2.

[147] Commencing at para. 27 of its Decision, with the section “Pension Reform Was in the Air”, the Board reviewed the ongoing pressures and the process that eventually led to the 2020 Amendments. The Board explained:

Pension Reform Was In The Air

[27] The pressures that had led to the 2011 Act continued apace after 2015. As the Nova Scotia Framework Review noted in September 2017, Ontario had announced reforms in May 2017 that would reduce the solvency number from 100% to 85%. The question then for consideration in Nova Scotia was whether

- a) To maintain full solvency funding, or
- b) eliminate solvency funding and enhance going concern funding, or
- c) reduce solvency funding so that solvency liabilities need only be partially funded: Ex. 2, Tab 1, p.3.

[28] The framework review process continued. There was extensive consultation with employers, unions, actuaries, industry organizations, plan sponsors and private individuals. The resulting report dated April 2018 noted that these groups differed on which of the three options ought to be adopted: Ex. 2, Tab 2. Unions and members of pension plans urged the maintenance of full funding. Actuaries expressed little support for maintaining full solvency funding. Other groups had mixed views. The Nova Scotia government in the end elected to follow the third option. In the report “Improved Funding Framework of Nova Scotia Pension Plans – The Road Forward,” released May 2019, the government outlined its approach. Material to the issue before us is the following, under the heading “Changes to Funding Framework for Defined Benefit Pension Plans:”

Regulatory Changes to Funding Rules.

Permit defined benefit pension plan sponsors to elect, on a go-forward basis, to permanently fund their pension plans to an 85% solvency standard rather than the current 100%:

- Solvency deficiencies up to the 85% standard must be amortized on a five-year basis with no consolidation of prior years deficiencies permitted: Ex. 2, Tab 3, p.2

[148] As noted, *supra*, the Board specifically included in its Decision (at para. 32) comments from Minister Casey relating to the dual purpose behind the 2020 Amendments:

Nova Scotians wants [*sic*] to have peace of mind in their retirement years. That is why government is introducing that regulation was a under the Pension Benefits Act to improve the flexibility and stability of defined-benefits pension plan funding. “These regulations will help stabilize contribution requirements for employers, while maintaining the security of benefits for plan members under the Pension Benefits Act,” said Finance and Treasury Board Minister Karen Casey.

The regulations include amending the funding requirements for defined-benefit pension plans. This includes reducing required solvency funding to 85 percent of solvency liabilities instead of 100 percent...

[149] In addition, the Board at para. 89 also examined the preamble to the Act and stated:

There is too the preamble to the Act both pre- and post-reform. It includes the statement that “the Government of Nova Scotia wishes to promote the development of an environment in which pension promises are fulfilled.” Such promises include the promise, or obligation, of an employer to fund a pension plan to certain levels—and, where those levels fall short—to make up such payments over time. It is not a promise to do something some time in the future. It is rather a promise to commence making it up *now* (that is, in the Herald’s case, as of April 2018). It is not clear that relieving the Herald of such a promise (one made before the amendments came into effect) would serve or be warranted by the Act’s goals. If anything, it might encourage employers to renege on their promises and obligations on the off chance that future legislative changes would relieve them of those current promises and obligations. That would not encourage adherence to existing statutory and regulatory obligations. That in turn could result in the further under-funding of pension plans and a consequent decline in their health.

[150] It is within this entire context that the Board analysed the text of the Regulations themselves (including ss.2(1), 9, 99(1), 101, 104, as well as 105 and 107 of the regulations that were in force immediately before April of 2020). The Board did not read one section of the Regulations by itself to arrive at its conclusion, but it read multiple sections of the current and earlier regulations in their entire context and in their grammatical and ordinary sense after having reviewed and considered the “scheme of the Act, the object of the Act and the intention of Parliament” at earlier points in its Decision. The Board applied the correct principles of statutory interpretation in this case which resulted in the Board reaching a correct statutory interpretation.

Conclusion

[151] “Special payment” obligations in respect of solvency deficiencies arising under a valuation report with a valuation date prior to December 31, 2019 (calculated in accordance with the 100% solvency funding standard) are required to be paid until the first valuation report with a valuation date on or after December 31, 2019, is filed. If a plan meets the 85% solvency funding standard in a valuation report with a valuation date on or after December 31, 2019, then “special payments” with respect to a solvency deficiency will cease as of the date of the valuation report. However,

any “special payments” that became due and payable under a valuation report with a valuation date prior to December 31, 2019, are required to be paid. There is nothing in the Regulations to relieve a plan from making those “special payments” that were due and owing under a valuation report with a valuation date prior to December 31, 2019, but were never paid.

[152] A correct statutory interpretation leads to the conclusion that The Herald continues to owe the Special Payment Amount into the Plan.

[153] The Board did not err in its Decision. It reached the correct conclusion. Regardless of the standard of review that is applied, the Decision is correct and should be upheld.

[154] The appeal is dismissed.

[155] If the parties are unable to agree on costs, I will receive their written submissions on or before February 29, 2024.

A handwritten signature in blue ink, appearing to read "Norton J.", is positioned above the printed name.

Norton J.

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "FF" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	New Brunswick
Type of Search:	Debtors (Enterprise)
Search Criteria:	SALTWIRE NETWORK INC.
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-15 12:13 (Atlantic)
Transaction Number:	25176606
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	28766590	SALTWIRE NETWORK INC.	HALIFAX
	*	28766004	SALTWIRE NETWORK INC	HALIFAX

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 1 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 28766590

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	28766590	2017-04-11 20:06	2027-04-11	SM001678.110
Amendment	36122976	2021-11-22 10:29	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
SALTWIRE NETWORK INC.
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 36122976

Type: ~~Enterprise~~
~~INTEGRATED PRIVATE DEBT FUND III LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
~~Canada~~

The Secured Party below was deleted by registration number 36122976

Type: ~~Enterprise~~
~~INTEGRATED PRIVATE DEBT FUND III LP, by its General partner Integrated Private Debt Fund~~
~~GP Inc.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
~~Canada~~

The Secured Party below was added by registration number 36122976

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

The Secured Party below was added by registration number 36122976

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 36122976

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund III LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund III LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective

September 6, 2019.

Registration Details for Registration Number: 28766004

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	28766004	2017-04-11 17:57	2027-04-11	SM001678.110
Amendment	36044196	2021-11-02 17:36	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 SALTWIRE NETWORK INC
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J 2T2
 Canada

Secured Parties

The Secured Party below was deleted by registration number 36044196

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND V LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
 Canada

The Secured Party below was deleted by registration number 36044196

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND V LP, by its General partner Integrated Private Debt Fund~~
~~GP Inc.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
 Canada

The Secured Party below was added by registration number 36044196

Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

The Secured Party below was added by registration number 36044196
Type: Enterprise
FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 36044196

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Newfoundland and Labrador
Type of Search: Debtors (Enterprise)
Search Criteria: SALTWIRE NETWORK INC.
Date and Time of Search (YYYY-MM-DD hh:mm): 2024-01-12 14:17 (Atlantic)
Transaction Number: 25172104
Searched By: S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	14829766	SALTWIRE NETWORK INC.	HALIFAX
*	*	14829774	SALTWIRE NETWORK INC.	HALIFAX
*	*	17304908	SALTWIRE NETWORK INC.	ST. JOHN'S

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 3 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 14829766

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	14829766	2017-04-11 20:07	2027-04-11	SM001678.110
Amendment	19379296	2021-11-02 12:07	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
SALTWIRE NETWORK INC.
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 19379296

~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND III LP
70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was deleted by registration number 19379296

~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND III LP, by its General partner Integrated Private Debt Fund
GP Inc.
70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was added by registration number 19379296

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

The Secured Party below was added by registration number 19379296

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 19379296

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund III LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private

Debt Fund III LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 14829774

Province or Territory: Newfoundland and Labrador
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	14829774	2017-04-11 20:09	2027-04-11	SM001678.110
Amendment	19379288	2021-11-02 12:01	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
SALTWIRE NETWORK INC.
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 19379288
Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND V LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
Canada

The Secured Party below was deleted by registration number 19379288
Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND V LP, by its General partner Integrated Private Debt Fund~~
~~GP Inc.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
Canada

The Secured Party below was added by registration number 19379288
Type: Enterprise
FIERA PRIVATE DEBT FUND V LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1

Canada

The Secured Party below was added by registration number 19379288

Type: Enterprise

FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.

200 Bay Street, Suite 3800, South Tower

TORONTO ON M5J 2J1

Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 19379288

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 17304908

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	17304908	2019-09-19 14:14	2024-09-19	1-5018260172-1-34198

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise

SALTWIRE NETWORK INC.

36 AUSTIN ST

ST. JOHN'S NL A1B4C2

Canada

Secured Parties

Type: Enterprise
XEROX CANADA LTD
20 YORK MILLS ROAD, SUITE 500 BOX 700
TORONTO ON M2P2C2
Canada

General Collateral

ALL PRESENT AND FUTURE OFFICE EQUIPMENT AND SOFTWARE SUPPLIED OR FINANCED FROM TIME TO TIME BY THE SECURED PARTY (WHETHER BY LEASE, CONDITIONAL SALE OR OTHERWISE), WHETHER OR NOT MANUFACTURED BY THE SECURED PARTY OR ANY AFFILIATE THEREOF, AND ALL PROCEEDS THEREOF.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	SALTWIRE NETWORK INC.
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-12 14:11 (Atlantic)
Transaction Number:	25172047
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	27455054	SALTWIRE NETWORK INC.	HALIFAX
*	*	32159410	Saltwire Network Inc.	Halifax
	*	27454545	SALTWIRE NETWORK INC	HALIFAX

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 1 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 27455054

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	27455054	2017-04-11 20:06	2027-04-11	SM001678.110
Amendment	35369628	2021-11-02 11:17	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
SALTWIRE NETWORK INC.
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 35369628

~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND III LP
70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was deleted by registration number 35369628

~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND III LP, by its General partner Integrated Private Debt Fund
GP Inc.
70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was added by registration number 35369628

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

The Secured Party below was added by registration number 35369628

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 35369628

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund III LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private

Debt Fund III LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 32159410

Province or Territory: Nova Scotia

Registration Type: Creditors' Relief Act Notice of Judgment

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	32159410	2019-12-05 10:39	2022-12-05	
Renewal	36987659	2022-10-21 11:08	2025-12-05	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Court Information

Registration Number	Amount	Judgment Date	Court File Number	Court
32159410	3079978.88	2019-09-11	ETA-6727-19	Federal Court of Canada

Judgment Debtors

Type: Enterprise
 Saltwire Network Inc.
 Barnhill, Owen
 Post Office Box 610 Station Central
 Halifax NS B3J 2T2
 Canada

Judgment Creditors

Type: Enterprise
 The Queen in Right of Canada as represented by the Minister of National Revenue
 Nova Scotia Tax Services Office
 47 Dorchester ST
 Sydney NS B1P 6K3
 Canada
 Phone #: 902-564-7113
 Fax #: 902-564-3095

General Collateral

All present and after acquired personal property. / Tous les biens personnels actuels ou acquis ultérieurement.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
2D4RN4DE8ARI57971	Motor Vehicle	2010 Dodge Caravan	32159410	
JTDKT923485211180	Motor Vehicle	2008 Toyota Yaris	32159410	

Serial Number	Collateral Type	Description	Added By	Deleted By
KMIIDU45D29U773286	Motor Vehicle	2009 Hyundai Elantra	32159410	
1FDUF5GT6EEA32742	Motor Vehicle	2011 Ford DRW Superduty	32159410	
1FTNE2EW7EDA88198	Motor Vehicle	2011 Ford E250	32159410	
1FTNE2FWXBDA77664	Motor Vehicle	2011 Ford Econoline	32159410	
1FTNE2EWXEDA01463	Motor Vehicle	2014 Ford Econoljne	32159410	
1FTYR1ZM4FKA82669	Motor Vehicle	2015 Ford Transit	32159410	
1GCWGFCA1100381	Motor Vehicle	2012 Chevrolet Express	32159410	
1GTW7GCA2E1186466	Motor Vehicle	2014 GMC Savana	32159410	
2C4RDGBG1CR243308	Motor Vehicle	2012 Dodge Grand Caravan	32159410	
2T1KR32E56C582720	Motor Vehicle	2006 Toyota Matrix	32159410	
3HAMMMMP6FLO61218	Motor Vehicle	2015 Intl 4000 Series	32159410	
4A4AJ3AU7EE604510	Motor Vehicle	2014 Mitsubishi RVR	32159410	
KM8JTCAF8EU919837	Motor Vehicle	2014 Hyundai Tucson	32159410	

Additional Information

Registration includes interest compounded daily at the prescribed rate.

Registration Details for Registration Number: 27454545

Province or Territory: Nova Scotia

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	27454545	2017-04-11 17:55	2027-04-11	SM001678.110
Amendment	35369867	2021-11-02 11:37	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 SALTWIRE NETWORK INC
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J 2T2
 Canada

Secured Parties

The Secured Party below was deleted by registration number 35369867
 Type: Enterprise
 INTEGRATED PRIVATE DEBT FUND V LP
 70 UNIVERSITY AVENUE
 SUITE 1200

~~TORONTO ON M5J 2M4
Canada~~

The Secured Party below was deleted by registration number 35369867

Type: ~~Enterprise~~

~~INTEGRATED PRIVATE DEBT FUND V LP, by its General partner Integrated Private Debt Fund
GP Inc.~~

~~70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was added by registration number 35369867

Type: Enterprise

FIERA PRIVATE DEBT FUND V LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

The Secured Party below was added by registration number 35369867

Type: Enterprise

FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 35369867

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	SaltWire Network Inc.
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-15 12:14 (Atlantic)
Transaction Number:	25176619
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	4201893	SALTWIRE NETWORK INC.	HALIFAX
*	*	6264099	SALTWIRE NETWORK INC.	SUMMERSIDE
	*	4201795	SALTWIRE NETWORK INC	HALIFAX

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 1 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 4201893

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4201893	2017-04-11 20:06	2027-04-11	SM001678.110
Amendment	5706220	2021-11-22 10:17	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
SALTWIRE NETWORK INC.
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 5706220

~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND III LP
70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was deleted by registration number 5706220

~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND III LP, by its General partner Integrated Private Debt Fund
GP Inc.
70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was added by registration number 5706220

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

The Secured Party below was added by registration number 5706220

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 5706220

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund III LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private

Debt Fund III LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 6264099

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	6264099	2023-07-18 08:52	2027-07-18	AVS26467329

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
SALTWIRE NETWORK INC.
316 WATER ST
SUMMERSIDE PE C1N4K5
Canada

Secured Parties

Type: Enterprise
Hyundai Capital Lease Inc.
123 Front Street, Suite 1000
Toronto ON M5J2M3
Canada

Type: Enterprise
KIA FINANCE
123 Front Street, Suite 1000
Toronto ON M5J2M3
Canada

General Collateral

TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
KNDEUCA5P7450540	Motor Vehicle	2023 KIA SELTOS	6264099	

Registration Details for Registration Number: 4201795

Province or Territory: Prince Edward Island
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4201795	2017-04-11 17:58	2027-04-11	SM001678.110
Amendment	5688188	2021-11-02 17:38	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 SALTWIRE NETWORK INC
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J 2T2
 Canada

Secured Parties

The Secured Party below was deleted by registration number 5688188

~~Type: Enterprise
 INTEGRATED PRIVATE DEBT FUND V LP
 70 UNIVERSITY AVENUE
 SUITE 1200
 TORONTO ON M5J 2M4
 Canada~~

The Secured Party below was deleted by registration number 5688188

~~Type: Enterprise
 INTEGRATED PRIVATE DEBT FUND V LP, by its General partner Integrated Private Debt Fund
 GP Inc.
 70 UNIVERSITY AVENUE
 SUITE 1200
 TORONTO ON M5J 2M4
 Canada~~

The Secured Party below was added by registration number 5688188

Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

The Secured Party below was added by registration number 5688188
Type: Enterprise
FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 5688188

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	New Brunswick
Type of Search:	Debtors (Enterprise)
Search Criteria:	THE HALIFAX HERALD LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-15 12:13 (Atlantic)
Transaction Number:	25176609
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	28766061	THE HALIFAX HERALD LIMITED	HALIFAX
*	*	28766582	THE HALIFAX HERALD LIMITED	HALIFAX

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 28766061

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	28766061	2017-04-11 18:01	2027-04-11	SM001678.110
Amendment	36044188	2021-11-02 17:34	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
THE HALIFAX HERALD LIMITED
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 36044188

Type: ~~Enterprise~~
~~INTEGRATED PRIVATE DEBT FUND V LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
~~Canada~~

The Secured Party below was deleted by registration number 36044188

Type: ~~Enterprise~~
~~INTEGRATED PRIVATE DEBT FUND V LP, by its General partner Integrated Private Debt Fund~~
~~GP Inc.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
~~Canada~~

The Secured Party below was added by registration number 36044188

Type: Enterprise
FIERA PRIVATE DEBT FUND V LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

The Secured Party below was added by registration number 36044188

Type: Enterprise
FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 36044188

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective

September 6, 2019.

Registration Details for Registration Number: 28766582

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	28766582	2017-04-11 20:02	2027-04-11	SM001678.110
Amendment	36123107	2021-11-22 10:33	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE HALIFAX HERALD LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J 2T2
 Canada

Secured Parties

The Secured Party below was deleted by registration number 36123107

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND III LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
 Canada

The Secured Party below was deleted by registration number 36123107

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND III LP, by its General partner Integrated Private Debt Fund GP Inc.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
 Canada

The Secured Party below was added by registration number 36123107

Type: Enterprise
 FIERA PRIVATE DEBT FUND III LP
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

The Secured Party below was added by registration number 36123107
Type: Enterprise
FIERA PRIVATE DEBT FUND III LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 36123107

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund III LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund III LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Newfoundland and Labrador
Type of Search:	Debtors (Enterprise)
Search Criteria:	THE HALIFAX HERALD LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-12 14:18 (Atlantic)
Transaction Number:	25172110
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	14829758	THE HALIFAX HERALD LIMITED	HALIFAX
*	*	14829782	THE HALIFAX HERALD LIMITED	HALIFAX

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 14829758

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	14829758	2017-04-11 20:04	2027-04-11	SM001678.110
Amendment	19379247	2021-11-02 11:59	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
THE HALIFAX HERALD LIMITED
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 19379247

Type: ~~Enterprise~~
~~INTEGRATED PRIVATE DEBT FUND III LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
~~Canada~~

The Secured Party below was deleted by registration number 19379247

Type: ~~Enterprise~~
~~INTEGRATED PRIVATE DEBT FUND III LP, by its General partner Integrated Private Debt Fund~~
~~GP Inc.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
~~Canada~~

The Secured Party below was added by registration number 19379247

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

The Secured Party below was added by registration number 19379247

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 19379247

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund III LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund III LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective

September 6, 2019.

Registration Details for Registration Number: 14829782**Province or Territory: Newfoundland and Labrador****Registration Type: PPSA Financing Statement****Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	14829782	2017-04-11 20:12	2027-04-11	SM001678.110
Amendment	19379171	2021-11-02 11:56	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE HALIFAX HERALD LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J 2T2
 Canada

Secured Parties

The Secured Party below was deleted by registration number 19379171

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND V LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
 Canada

The Secured Party below was deleted by registration number 19379171

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND V LP, by its General partner Integrated Private Debt Fund~~
~~GP Inc.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
 Canada

The Secured Party below was added by registration number 19379171

Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

The Secured Party below was added by registration number 19379171
Type: Enterprise
FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 19379171

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	THE HALIFAX HERALD LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-12 14:11 (Atlantic)
Transaction Number:	25172051
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	19845767	THE HALIFAX HERALD LIMITED	HALIFAX
*	*	27454578	THE HALIFAX HERALD LIMITED	HALIFAX
*	*	28703759	THE HALIFAX HERALD LIMITED	HALIFAX
*	*	28786754	THE HALIFAX HERALD LIMITED	HALIFAX
*	*	28981868	THE HALIFAX HERALD LIMITED	HALIFAX
*	*	31389885	THE HALIFAX HERALD LIMITED	HALIFAX
*	*	33756685	THE HALIFAX HERALD LIMITED	Bedford
*	*	36578912	THE HALIFAX HERALD LIMITED	HALIFAX
*	*	38954962	THE HALIFAX HERALD LIMITED	HALIFAX
	*	32288359	The Halifax Herald Limited (sometime carrying on business as The Chronicle Herald)	Halifax

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 9 registration(s) contained information that **exactly** matched the search criteria you specified.

- 1 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 19845767

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	19845767	2012-07-19 12:18	2024-07-19	SM001678-70

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Amendment	20038030	2012-09-05 08:35	2024-07-19	SM001678-70
Amendment	35369768	2021-11-02 11:28	2024-07-19	SM001678-70

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE HALIFAX HERALD LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3L 4T9
 Canada

Secured Parties

The Secured Party below was deleted by registration number 35369768

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND III LP
 70 UNIVERSITY AVENUE
 SUITE 1200
 TORONTO ON M5J 2M4
 Canada~~

The Secured Party below was added by registration number 35369768

Type: Enterprise
 FIERA PRIVATE DEBT FUND III LP
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

DESCRIPTION	SERIAL NUMBER	MAKE AND MODEL
VEHICLE	2B7HB21Y4VK534279	DODGE RAM
VEHICLE	1FAFP36P44W145868	FORD FOCUS
VEHICLE	2FMZA554X3BB23252	FORD WINDSTAR
VEHICLE	1FMYU92173KB42044	FORD ESCAPE
VEHICLE	64540	TOYOTA 2003 CLAMP LIFT MODEL NO. 7FGCU30
VEHICLE	18992	TOYOTA 1990 RECEIVING FORKLIFT MODEL NO. 42-5FG20
VEHICLE	13753	TOYOTA 1995 WAREHOUSE FORKLIFT MODEL NO. 42-6FG25
VEHICLE	102-11-20111	RAYMOND 2011 ELECTRIC WALK JACK MODEL NO.102T-F45L
VEHICLE	102-11-20109	RAYMOND 2011 ELECTRIC WALK JACK MODEL NO.102T-F45L
VEHICLE	69104	TOYOTA P1 2008 ELECTRIC WALK JACK MODEL NO. 7HBW30
VEHICLE	69105	TOYOTA P2 2008 ELECTRIC WALK JACK MODEL NO. 7HBW30
VEHICLE	CHASSIS NO. 895305	2005 STOCKLIN JACK MODEL NO. EFP 2000 3F
VEHICLE	CHASSIS NO. 895105 V1.2	2005 STOCKLIN JACK MODEL NO. EFP 2000 3F

VEHICLE CHASSIS NO. 895205 V 1.2 2005 STOCKLIN JACK MODEL NO. EFP 2000 3F
 VEHICLE CHASSIS # 968106 V 1.4 2006 STOCKLIN JACK MODEL NO. EFP 2000 3F

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
2B7HB21Y4VK534279	Motor Vehicle	DODGE RAM	19845767	
1FAFP36P44W145868	Motor Vehicle	FORD FOCUS	19845767	
2FMZA554X3BB23252	Motor Vehicle	FORD WINDSTAR	19845767	
1FMYU92173KB42044	Motor Vehicle	FORD ESCAPE	19845767	
64540	Motor Vehicle	TOYOTA 2003 CLAMP LIFT MODEL NO. 7FGCU30	19845767	
18992	Motor Vehicle	RECEIVING FORKLIFT MODEL NO. 42-5FG20	19845767	
13753	Motor Vehicle	WAREHOUSE FORKLIFT MODEL NO. 42-6FG25	19845767	
1021120111	Motor Vehicle	ELECTRIC WALK JACK MODEL NO. 102T-F45L	19845767	
1021120109	Motor Vehicle	ELECTRIC WALK JACK MODEL NO. 102T-F45L	19845767	
69104	Motor Vehicle	ELECTRIC WALK JACK MODEL NO. 7HBW30	19845767	
69105	Motor Vehicle	ELECTRIC WALK JACK MODEL NO. 7HBW30	19845767	
895305	Motor Vehicle	2005 STOCKLIN JACK MODEL NO. EFP 2000 3F	19845767	
895105	Motor Vehicle	2005 STOCKLIN JACK MODEL NO. EFP 2000 3F	19845767	
895205	Motor Vehicle	2005 STOCKLIN JACK MODEL NO. EFP 2000 3F	19845767	
968106	Motor Vehicle	2006 STOCKLIN JACK MODEL NO. EFP 2000 3F	19845767	

Additional Information

Added by registration number 20038030

This registration is subject to a Priority Agreement between the Secured Party and Toronto-Dominion Bank in respect of all inventory and accounts receivable of the Debtor.

Added by registration number 35369768

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 27454578

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	27454578	2017-04-11 18:00	2027-04-11	SM001678.110
Amendment	35369834	2021-11-02 11:33	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE HALIFAX HERALD LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J 2T2
 Canada

Secured Parties

The Secured Party below was deleted by registration number 35369834

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND V LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
 Canada

The Secured Party below was deleted by registration number 35369834

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND V LP, by its General partner Integrated Private Debt Fund GP Inc.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
 Canada

The Secured Party below was added by registration number 35369834

Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

The Secured Party below was added by registration number 35369834

Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED

PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 35369834

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 28703759

Province or Territory: Nova Scotia

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	28703759	2017-12-18 16:05	2022-12-18	1726655-CT9
Renewal	36997328	2022-10-24 15:46	2027-12-18	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE HALIFAX HERALD LIMITED
 2717 JOSEPH HOWE DR.
 HALIFAX NS B3L 4T9
 Canada

Secured Parties

Type: Enterprise
 THE TORONTO-DOMINION BANK - 54203
 1785 BARRINGTON ST PO BOX 427
 Halifax NS B3J 2P8
 Canada

General Collateral

All present and after acquired accounts, monies, deposits from time to time on deposit in the name of the debtor or owed to the debtor by the secured party or TD Mortgage Corporation or TD Pacific Mortgage Corporation, The Canada Trust Company or other subsidiary or affiliate of the Secured Party and in the Debtors rights in and to those accounts, monies, deposits and proceeds thereof.

Registration Details for Registration Number: 28786754

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	28786754	2018-01-12 15:15	2023-01-12	1730066-CT9
Renewal	37115235	2022-11-21 12:54	2028-01-12	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE HALIFAX HERALD LIMITED
 2717 JOSEPH HOWE DR.
 HALIFAX NS B3L 4T9
 Canada

Secured Parties

Type: Enterprise
 The Toronto Dominion Bank - 54213
 Milligan, Kirk
 Manager
 7071 Bayers RD
 Halifax NS B3L 2C2
 Canada
 Phone #: 902-496-6767
 Fax #: 902-455-2811

General Collateral

All present and after acquired accounts, monies, deposits from time to time on deposit in the name of the debtor or owed to the debtor by the secured party or TD Mortgage Corporation or TD Pacific Mortgage Corporation, The Canada Trust Company or other subsidiary or affiliate of the Secured Party and in the Debtors rights in and to those accounts, monies, deposits and proceeds thereof.

Registration Details for Registration Number: 28981868

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	28981868	2018-03-01 15:48	2024-03-01	1738477-DL1

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE HALIFAX HERALD LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3L 4T9
 Canada

Secured Parties

Type: Enterprise
 DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.
 3450 Superior Court, Unit 1
 Oakville ON L6L 0C4
 Canada

General Collateral

All personal property of the debtor financed by the secured party, wherever situated, consisting of TEN (10) CANON COPIERS, together with all parts and accessories relating thereto, all attachments, accessories and accessions thereto or thereon, all replacements, substitutions, additions and improvements of all or any part of the foregoing and all proceeds in any form derived therefrom. Proceeds: all of the debtor's present and after acquired identifiable or traceable personal property that is derived, directly or indirectly, from any dealing with or disposition of the above-described collateral or proceeds of the above described collateral and in which the debtor acquires an interest, including without limitation, all insurance and other payments that represent indemnity or compensation for loss or damage to the above described collateral or proceeds of the above described collateral, or a right to such payments, accounts, rents or other payments arising from the lease or rental of the above described collateral or proceeds of the above described collateral, a payment made in total or partial discharge or redemption of chattel paper, investment property, an instrument or an intangible, rights arising out of, or property collected on, or distributed on account of, collateral that is investment property, and goods, documents of title, chattel paper, investment property, instruments, money or intangibles.

Registration Details for Registration Number: 31389885

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	31389885	2019-06-28 07:28	2024-06-28	AVS11335000

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE HALIFAX HERALD LIMITED
 2717 JOSEPH HOWE DR
 HALIFAX NS B3L4T9
 Canada

Secured Parties

Type: Enterprise
 CISCO SYSTEMS CAPITAL CORPORATION
 170 W. TASMAN DRIVE MS SJ13-3
 SAN JOSE CA 95134
 USA

General Collateral

ALL PRESENT AND FUTURE GOODS (INCLUDING, WITHOUT LIMITATION, ROUTERS, ROUTER COMPONENTS, SWITCHES, SERVERS, OTHER COMPUTER NETWORKING AND TELECOMMUNICATIONS EQUIPMENT AND OTHER INFORMATION TECHNOLOGY AND COMPUTER EQUIPMENT (INCLUDING, WITHOUT LIMITATION, SECURITY, VOICE, VIDEO, COLLABORATION, CONFERENCING, WIRELESS AND ANCILLARY EQUIPMENT) AND OTHER GOODS (WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING)) LEASED FROM TIME TO TIME BY THE SECURED PARTY TO THE DEBTOR, TOGETHER WITH, IN EACH CASE, ALL PRESENT AND FUTURE SOFTWARE AND SOFTWARE LICENSE RIGHTS RELATING TO ANY OF THE FOREGOING, AND ALL PRESENT AND FUTURE SUBSTITUTIONS, REPLACEMENTS, UPGRADES, REPAIRS, PARTS AND ATTACHMENTS, IMPROVEMENTS AND ACCESSIONS THERETO (COLLECTIVELY, THE "EQUIPMENT"), AS WELL AS, (1) ALL PRESENT AND FUTURE INSURANCE, WARRANTY, RENTAL AND OTHER CLAIMS AND RIGHTS TO PAYMENT AND CHATTEL PAPER ARISING OUT OF ALL OR ANY OF THE EQUIPMENT, (2) ALL PRESENT AND FUTURE BOOKS AND RECORDS RELATING TO ALL OR ANY OF THE FOREGOING AND (3) ALL PROCEEDS (AS DEFINED BELOW) OF OR RELATING TO ANY OF THE FOREGOING. PROCEEDS: ALL PROCEEDS OF ANY OF THE ABOVE COLLATERAL IN ANY FORM (INCLUDING, WITHOUT LIMITATION, GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, SECURITIES, INVESTMENT PROPERTY (IF APPLICABLE), INSTRUMENTS, MONEY AND INTANGIBLES (AS EACH SUCH TERM IS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)) DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ABOVE COLLATERAL OR ANY PROCEEDS THEREOF.

Registration Details for Registration Number: 33756685

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33756685	2020-12-04 09:21	2027-12-04	5873360002

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE HALIFAX HERALD LIMITED
 311 Bluewater Rd
 Bedford NS B4B1Z9
 Canada

Secured Parties

Type: Enterprise
 Wells Fargo Equipment Finance Company
 1290 Central Parkway W. Suite 1100
 Mississauga ON L5C 4R3
 Canada

General Collateral

ALL GOODS WHICH ARE PHOTOCOPIERS, MULTIFUNCTION DEVICES, PRINTERS, 3D PRINTERS, PRODUCTION PRINTERS, INDUSTRIAL INKJETS, DIGITAL PRESSES, DIGITAL SIGNAGE, FAX MACHINES, PROJECTORS, VIDEO CONFERENCING, INTERACTIVE WHITEBOARDS, SERVERS, and SOFTWARE, OFFICE FURNITURE (CHAIRS, TABLES, ACCESSORIES), TELEPHONY, COMPUTERS, TELECONFERENCING EQUIPMENT, MAILING SYSTEMS, FOLDER INSERTERS. The goods described herein together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral. (REFERENCE NO. 5873360-002) (for internal use only) (as may be amended or updated from time to time)

Registration Details for Registration Number: 36578912

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	36578912	2022-07-21 14:20	2027-07-21	1934409-CT9

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE HALIFAX HERALD LIMITED
 2717 JOSEPH HOWE DR
 HALIFAX NS B3L 4T9
 Canada

Secured Parties

Type: Enterprise
 THE TORONTO-DOMINION BANK - 54203
 1785 BARRINGTON ST PO BOX 427
 Halifax NS B3J 2P8
 Canada

General Collateral

All present and after acquired personal property

Registration Details for Registration Number: 38954962

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	38954962	2024-01-10 13:09	2029-01-10	AVS30154780

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE HALIFAX HERALD LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J2T2

Canada

Secured Parties

Type: Enterprise
 LBEL INC.
 5035 South Service Road
 Burlington ON L7L6M9
 Canada

General Collateral

PHOTOCOPIERS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES. ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO. ALL PROCEEDS FROM THE AFORESAID COLLATERAL THAT ARE GOODS, INTANGIBLES, CHATTEL PAPER, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INVESTMENT PROPERTY (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INCLUDING INSURANCE PROCEEDS

Registration Details for Registration Number: 32288359

Province or Territory: Nova Scotia

Registration Type: Creditors' Relief Act Notice of Judgment

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	32288359	2020-01-10 08:46	2023-01-10	
Renewal	37152022	2022-11-29 14:12	2026-01-10	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Court Information

Registration Number	Amount	Judgment Date	Court File Number	Court
32288359	3156780.66	2019-09-11	ETA-6745-19	Federal Court of Canada

Judgment Debtors

Type: Enterprise
 The Halifax Herald Limited (sometime carrying on business as The Chronicle Herald)
 Post Office Box 610 Station Central
 Halifax NS B3J 2T2
 Canada

Judgment Creditors

Type: Enterprise

The Queen in Right of Canada as represented by the Minister of National Revenue
 Nova Scotia Tax Services Office
 47 Dorchester ST
 Sydney NS B1P 6K3
 Canada
 Phone #: 902-564-7113
 Fax #: 902-564-3095

General Collateral

All present and after acquired personal property. / Tous les biens personnels actuels ou acquis ultérieurement.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
18992	Motor Vehicle	1990 Toyota 425FG20	32288359	
1FM5K8D87DGB80262	Motor Vehicle	2013 Ford Explorer	32288359	
1FTNE2EL7DDB27946	Motor Vehicle	2013 Ford Econoline Van	32288359	
1GKKVPKDXFJ137070	Motor Vehicle	2015 GMC Acadia	32288359	
2GKFLVEK4F6383468	Motor Vehicle	2015 GMC Terrain	32288359	
64727	Motor Vehicle	1987 Kubota Skid Stear	32288359	
WDBTK65G15T049647	Motor Vehicle	2005 Mercedes CLK 320 A	32288359	

Additional Information

Registration includes interest compounded daily at the prescribed rate

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	THE HALIFAX HERALD LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-15 12:15 (Atlantic)
Transaction Number:	25176622
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	4201802	THE HALIFAX HERALD LIMITED	HALIFAX
*	*	4201875	THE HALIFAX HERALD LIMITED	HALIFAX

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 4201802

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4201802	2017-04-11 18:03	2027-04-11	SM001678.110
Amendment	5688213	2021-11-02 17:44	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
THE HALIFAX HERALD LIMITED
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 5688213

Type: ~~Enterprise~~
~~INTEGRATED PRIVATE DEBT FUND V LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
~~Canada~~

The Secured Party below was deleted by registration number 5688213

Type: ~~Enterprise~~
~~INTEGRATED PRIVATE DEBT FUND V LP, by its General partner Integrated Private Debt Fund~~
~~GP Inc.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
~~Canada~~

The Secured Party below was added by registration number 5688213

Type: Enterprise
FIERA PRIVATE DEBT FUND V LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

The Secured Party below was added by registration number 5688213

Type: Enterprise
FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 5688213

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective

September 6, 2019.

Registration Details for Registration Number: 4201875

Province or Territory: Prince Edward Island
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4201875	2017-04-11 20:03	2027-04-11	SM001678.110
Amendment	5706239	2021-11-22 10:19	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 THE HALIFAX HERALD LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J 2T2
 Canada

Secured Parties

The Secured Party below was deleted by registration number 5706239

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND III LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
 Canada

The Secured Party below was deleted by registration number 5706239

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND III LP, by its General partner Integrated Private Debt Fund~~
~~GP Inc.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
 Canada

The Secured Party below was added by registration number 5706239

Type: Enterprise
 FIERA PRIVATE DEBT FUND III LP
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

The Secured Party below was added by registration number 5706239
Type: Enterprise
FIERA PRIVATE DEBT FUND III LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 5706239

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund III LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund III LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	New Brunswick
Type of Search:	Debtors (Enterprise)
Search Criteria:	HEADLINE PROMOTIONAL PRODUCTS LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-03-06 14:12 (Atlantic)
Transaction Number:	25349266
Searched By:	W186940

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	30025829	HEADLINE PROMOTIONAL PRODUCTS LIMITED	HALIFAX
*	*	30025845	HEADLINE PROMOTIONAL PRODUCTS LIMITED	HALIFAX

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 30025829

Province or Territory: New Brunswick
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	30025829	2017-12-28 15:25	2027-12-28	SM001678.118
Amendment	36123115	2021-11-22 10:35	2027-12-28	SM001678.118

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
HEADLINE PROMOTIONAL PRODUCTS LIMITED
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 36123115

~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND III LP
70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was deleted by registration number 36123115

~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND III LP, BY ITS GENERAL PARTNER, INTEGRATED
PRIVATE DEBT FUND GP INC.
70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was added by registration number 36123115

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

The Secured Party below was added by registration number 36123115

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 36123115

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund III LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund III LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective

September 6, 2019.

Registration Details for Registration Number: 30025845

Province or Territory: New Brunswick
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	30025845	2017-12-28 15:29	2027-12-28	SM001678.118
Amendment	36123131	2021-11-22 10:37	2027-12-28	SM001678.118

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 HEADLINE PROMOTIONAL PRODUCTS LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J 2T2
 Canada

Secured Parties

The Secured Party below was deleted by registration number 36123131
~~Type: Enterprise
 INTEGRATED PRIVATE DEBT FUND V LP
 70 UNIVERSITY AVENUE
 SUITE 1200
 TORONTO ON M5J 2M4
 Canada~~

The Secured Party below was deleted by registration number 36123131
~~Type: Enterprise
 INTEGRATED PRIVATE DEBT FUND V LP, BY ITS GENERAL PARTNER, INTEGRATED
 PRIVATE DEBT FUND GP INC.
 70 UNIVERSITY AVENUE
 SUITE 1200
 TORONTO ON M5J 2M4
 Canada~~

The Secured Party below was added by registration number 36123131
 Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP
 200 Bay Street, Suite 3800, South Tower
 Toronto ON M5J 2J1
 Canada

The Secured Party below was added by registration number 36123131
Type: Enterprise
FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 36123131

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Newfoundland and Labrador
Type of Search:	Debtors (Enterprise)
Search Criteria:	HEADLINE PROMOTIONAL PRODUCTS LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-12 14:20 (Atlantic)
Transaction Number:	25172130
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	15589401	HEADLINE PROMOTIONAL PRODUCTS LIMITED	HALIFAX
*	*	15589419	HEADLINE PROMOTIONAL PRODUCTS LIMITED	HALIFAX

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 15589401

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	15589401	2017-12-28 15:26	2027-12-28	SM001678.118
Amendment	19379346	2021-11-02 12:11	2027-12-28	SM001678.118

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
HEADLINE PROMOTIONAL PRODUCTS LIMITED
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 19379346

Type: ~~Enterprise~~
~~INTEGRATED PRIVATE DEBT FUND III LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
~~Canada~~

The Secured Party below was deleted by registration number 19379346

Type: ~~Enterprise~~
~~INTEGRATED PRIVATE DEBT FUND III LP, BY ITS GENERAL PARTNER, INTEGRATED~~
~~PRIVATE DEBT FUND GP INC.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
~~Canada~~

The Secured Party below was added by registration number 19379346

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

The Secured Party below was added by registration number 19379346

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 19379346

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund III LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund III LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective

September 6, 2019.

Registration Details for Registration Number: 15589419**Province or Territory: Newfoundland and Labrador****Registration Type: PPSA Financing Statement****Registration History**

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	15589419	2017-12-28 15:30	2027-12-28	SM001678.118
Amendment	19379338	2021-11-02 12:09	2027-12-28	SM001678.118

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 HEADLINE PROMOTIONAL PRODUCTS LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J 2T2
 Canada

Secured Parties

The Secured Party below was deleted by registration number 19379338

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND V LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
~~Canada~~

The Secured Party below was deleted by registration number 19379338

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND V LP, BY ITS GENERAL PARTNER, INTEGRATED~~
~~PRIVATE DEBT FUND GP INC.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
~~Canada~~

The Secured Party below was added by registration number 19379338

Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

The Secured Party below was added by registration number 19379338
Type: Enterprise
FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 19379338

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	HEADLINE PROMOTIONAL PRODUCTS LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-12 14:14 (Atlantic)
Transaction Number:	25172071
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	28736106	HEADLINE PROMOTIONAL PRODUCTS LIMITED	HALIFAX
*	*	28736163	HEADLINE PROMOTIONAL PRODUCTS LIMITED	HALIFAX
*	*	28763894	HEADLINE PROMOTIONAL PRODUCTS LIMITED	HALIFAX
*	*	28763902	HEADLINE PROMOTIONAL PRODUCTS LIMITED	HALIFAX

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 4 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 28736106

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	28736106	2017-12-28 15:25	2027-12-28	SM001678.118
Amendment	35369644	2021-11-02 11:19	2027-12-28	SM001678.118

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
HEADLINE PROMOTIONAL PRODUCTS LIMITED
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 35369644

~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND III LP
70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was deleted by registration number 35369644

~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND III LP, BY ITS GENERAL PARTNER, INTEGRATED
PRIVATE DEBT FUND GP INC.
70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was added by registration number 35369644

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

The Secured Party below was added by registration number 35369644

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 35369644

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from

Integrated Private Debt Fund III LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund III LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 28736163

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	28736163	2017-12-28 15:29	2027-12-28	SM001678.118
Amendment	35369586	2021-11-02 11:06	2027-12-28	SM001678.118

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
HEADLINE PROMOTIONAL PRODUCTS LIMITED
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 35369586
Type: ~~Enterprise~~
~~INTEGRATED PRIVATE DEBT FUND V LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
Canada

The Secured Party below was deleted by registration number 35369586
Type: ~~Enterprise~~
~~INTEGRATED PRIVATE DEBT FUND V LP, BY ITS GENERAL PARTNER, INTEGRATED~~
~~PRIVATE DEBT FUND GP INC.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
Canada

The Secured Party below was added by registration number 35369586
Type: Enterprise
FIERA PRIVATE DEBT FUND V LP
200 Bay Street, Suite 3800, South Tower

TORONTO ON M5J 2J1
Canada

The Secured Party below was added by registration number 35369586
Type: Enterprise
FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 35369586

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 28763894

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	28763894	2018-01-05 14:54	2023-01-05	1729176-CT9
Renewal	37115201	2022-11-21 12:54	2028-01-05	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
HEADLINE PROMOTIONAL PRODUCTS LIMITED
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

Type: Enterprise
 THE TORONTO-DOMINION BANK - 54203
 1785 BARRINGTON ST PO BOX 427
 Halifax NS B3J 2P8
 Canada

General Collateral

All present and after acquired accounts, monies, deposits from time to time on deposit in the name of the debtor or owed to the debtor by the secured party or TD Mortgage Corporation or TD Pacific Mortgage Corporation, The Canada Trust Company or other subsidiary or affiliate of the Secured Party and in the Debtors rights in and to those accounts, monies, deposits and proceeds thereof.

Registration Details for Registration Number: 28763902

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	28763902	2018-01-05 14:54	2023-01-05	1729177-CT9
Renewal	37115219	2022-11-21 12:54	2028-01-05	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 HEADLINE PROMOTIONAL PRODUCTS LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J 2T2
 Canada

Secured Parties

Type: Enterprise
 THE TORONTO-DOMINION BANK - 54203
 1785 BARRINGTON ST PO BOX 427
 Halifax NS B3J 2P8
 Canada

General Collateral

All present and after acquired personal property

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	HEADLINE PROMOTIONAL PRODUCTS LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-03-06 14:13 (Atlantic)
Transaction Number:	25349271
Searched By:	W186940

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	4419551	HEADLINE PROMOTIONAL PRODUCTS LIMITED	HALIFAX
*	*	4419560	HEADLINE PROMOTIONAL PRODUCTS LIMITED	HALIFAX

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 4419551

Province or Territory: Prince Edward Island
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4419551	2017-12-28 15:26	2027-12-28	SM001678.118
Amendment	5706248	2021-11-22 10:22	2027-12-28	SM001678.118

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
HEADLINE PROMOTIONAL PRODUCTS LIMITED
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 5706248

~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND III LP
70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was deleted by registration number 5706248

~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND III LP, BY ITS GENERAL PARTNER, INTEGRATED
PRIVATE DEBT FUND GP INC.
70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was added by registration number 5706248

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

The Secured Party below was added by registration number 5706248

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 5706248

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund III LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund III LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective

September 6, 2019.

Registration Details for Registration Number: 4419560

Province or Territory: Prince Edward Island
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4419560	2017-12-28 15:30	2027-12-28	SM001678.118
Amendment	5706257	2021-11-22 10:24	2027-12-28	SM001678.118

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 HEADLINE PROMOTIONAL PRODUCTS LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J 2T2
 Canada

Secured Parties

The Secured Party below was deleted by registration number 5706257
~~Type: Enterprise
 INTEGRATED PRIVATE DEBT FUND V LP
 70 UNIVERSITY AVENUE
 SUITE 1200
 TORONTO ON M5J 2M4
 Canada~~

The Secured Party below was deleted by registration number 5706257
~~Type: Enterprise
 INTEGRATED PRIVATE DEBT FUND V LP, BY ITS GENERAL PARTNER, INTEGRATED
 PRIVATE DEBT FUND GP INC.
 70 UNIVERSITY AVENUE
 SUITE 1200
 TORONTO ON M5J 2M4
 Canada~~

The Secured Party below was added by registration number 5706257
 Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP
 200 Bay Street, Suite 3800, South Tower
 Toronto ON M5J 2J1
 Canada

The Secured Party below was added by registration number 5706257
Type: Enterprise
FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

Added by registration number 5706257

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	New Brunswick
Type of Search:	Debtors (Enterprise)
Search Criteria:	TITAN SECURITY & INVESTIGATION INC.
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-15 12:14 (Atlantic)
Transaction Number:	25176614
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Newfoundland and Labrador
Type of Search:	Debtors (Enterprise)
Search Criteria:	TITAN SECURITY & INVESTIGATION INC.
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-12 14:21 (Atlantic)
Transaction Number:	25172141
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
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An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	TITAN SECURITY & INVESTIGATION INC.
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-12 14:15 (Atlantic)
Transaction Number:	25172080
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	33050931	TITAN SECURITY & INVESTIGATION INC.	HALIFAX
*	*	36841633	TITAN SECURITY & INVESTIGATION INC.	HALIFAX
*	*	36841658	TITAN SECURITY & INVESTIGATION INC.	HALIFAX
*	*	37228632	Titan Security & Investigation Inc.	BEDFORD

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 4 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 33050931

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33050931	2020-07-14 17:39	2025-07-14	1856750-CT9

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 TITAN SECURITY & INVESTIGATION INC.
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3T 2T2
 Canada

Secured Parties

Type: Enterprise
 THE TORONTO-DOMINION BANK - 54203
 1785 BARRINGTON ST PO BOX 427
 Halifax NS B3J 2P8
 Canada

General Collateral

All present and after acquired accounts, monies, deposits from time to time on deposit in the name of the debtor or owed to the debtor by the secured party or TD Mortgage Corporation or TD Pacific Mortgage Corporation, The Canada Trust Company or other subsidiary or affiliate of the Secured Party and in the Debtors rights in and to those accounts, monies, deposits and proceeds thereof.

Registration Details for Registration Number: 36841633

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	36841633	2022-09-16 15:50	2027-09-16	SM050018.15

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 TITAN SECURITY & INVESTIGATION INC.
 600-1741 LOWER WATER STREET,
 HALIFAX NS B3J 0J2
 Canada

Secured Parties

Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP, BY ITS SOLE GENERAL PARTNER FIERA PRIVATE DEBT
 FUND GP INC.
 200 BAY STREET, SUITE 3800, SOUTH TOWER

TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL THE DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL NOW OWNED OR HELD AND AFTER ACQUIRED OR HELD PERSONAL PROPERTY, ASSETS AND UNDERTAKINGS (OTHER THAN REAL PROPERTY) OF THE DEBTOR, OF WHATEVER NATURE OR KIND AND WHERESOEVER SITUATE, AND ALL PROCEEDS THEREOF AND THEREFROM (ALL OF WHICH IS HEREINAFTER COLLECTIVELY CALLED THE "COLLATERAL") INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) ALL EQUIPMENT, INCLUDING, WITHOUT LIMITATION, MACHINERY, TOOLS, FIXTURES, COMPUTERS, FURNITURE, FURNISHINGS, CHATTELS, MOTOR VEHICLES, VESSELS AND OTHER TANGIBLE PERSONAL PROPERTY THAT IS NOT INVENTORY, AND ALL PARTS, COMPONENTS, ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS TO ANY OF THE FOREGOING (ALL OF WHICH IS COLLECTIVELY CALLED THE "EQUIPMENT");

(b) ALL INVENTORY, INCLUDING, WITHOUT LIMITATION, GOODS ACQUIRED OR HELD FOR SALE OR LEASE OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF RENTAL OR SERVICE, ALL RAW MATERIALS, WORK IN PROCESS, FINISHED GOODS, RETURNED GOODS, REPOSSESSED GOODS, AND ALL PACKAGING MATERIALS, SUPPLIES AND CONTAINERS RELATING TO OR USED OR CONSUMED IN CONNECTION WITH ANY OF THE FOREGOING (ALL OF WHICH IS COLLECTIVELY CALLED THE "INVENTORY");

(c) ALL DEBTS, ACCOUNTS, CLAIMS, DEMANDS, MONEYS AND CHOSSES IN ACTION WHICH NOW ARE, OR WHICH MAY AT ANY TIME BE, DUE OR OWING TO OR OWNED BY THE DEBTOR AND ALL BOOKS, RECORDS, DOCUMENTS, PAPERS AND ELECTRONICALLY RECORDED DATA RECORDINGS, EVIDENCING OR RELATING TO SUCH DEBTS, ACCOUNTS, CLAIMS, DEMANDS, MONEYS AND CHOSSES IN ACTION (ALL OF WHICH IS COLLECTIVELY CALLED THE "ACCOUNTS");

(d) ALL DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, SECURITIES AND MONEY, AND ALL OTHER PERSONAL PROPERTY THAT IS NOT EQUIPMENT, INVENTORY OR ACCOUNTS;

(e) ALL PATENTS, TRADEMARKS, COPYRIGHTS, TRADE NAMES, GOODWILL, CONFIDENTIAL INFORMATION, TRADE SECRETS, KNOW-HOW, INCLUDING ALL RESEARCH AND DEVELOPMENT WORK, AND ALL OTHER INTELLECTUAL PROPERTY OF THE DEBTOR, INCLUDING, WITHOUT LIMITATION, SOFTWARE, INCLUDING ALL ENHANCEMENTS, UPDATES AND NEW VERSIONS, AND ANY REGISTRATIONS AND APPLICATIONS FOR REGISTRATION OF THE FOREGOING (ALL OF WHICH IS COLLECTIVELY CALLED THE "INTELLECTUAL PROPERTY"); AND

(f) ALL CONTRACTUAL RIGHTS, LICENSES AND ALL OTHER CHOSSES IN ACTION OF THE DEBTOR OF EVERY KIND WHICH NOW ARE, OR WHICH MAY AT ANY TIME BE, DUE OR OWING TO OR OWNED BY THE DEBTOR AND ALL OTHER INTANGIBLE PROPERTY OF THE DEBTOR, THAT IS NOT ACCOUNTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, SECURITIES, MONEY OR INTELLECTUAL PROPERTY (ALL OF THE FOREGOING BEING HEREIN COLLECTIVELY CALLED THE "INTANGIBLES");

Registration Details for Registration Number: 36841658

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	36841658	2022-09-16 15:54	2027-09-16	SM050018.15

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
TITAN SECURITY & INVESTIGATION INC.
600-1741 LOWER WATER STREET,
HALIFAX NS B3J 0J2
Canada

Secured Parties

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP, BY ITS SOLE GENERAL PARTNER FIERA PRIVATE
DEBT FUND GP INC.
200 BAY STREET, SUITE 3800, SOUTH TOWER
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL THE DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL NOW OWNED OR HELD AND AFTER ACQUIRED OR HELD PERSONAL PROPERTY, ASSETS AND UNDERTAKINGS (OTHER THAN REAL PROPERTY) OF THE DEBTOR, OF WHATEVER NATURE OR KIND AND WHERESOEVER SITUATE, AND ALL PROCEEDS THEREOF AND THEREFROM (ALL OF WHICH IS HEREINAFTER COLLECTIVELY CALLED THE "COLLATERAL") INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) all equipment, including, without limitation, machinery, tools, fixtures, computers, furniture, furnishings, chattels, motor vehicles, vessels and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is collectively called the "Equipment");

(b) ALL INVENTORY, INCLUDING, WITHOUT LIMITATION, GOODS ACQUIRED OR HELD FOR SALE OR LEASE OR FURNISHED OR TO BE FURNISHED UNDER CONTRACTS OF RENTAL OR SERVICE, ALL RAW MATERIALS, WORK IN PROCESS, FINISHED GOODS, RETURNED GOODS, REPOSSESSED GOODS, AND ALL PACKAGING MATERIALS, SUPPLIES AND CONTAINERS RELATING TO OR USED OR CONSUMED IN CONNECTION WITH ANY OF THE FOREGOING (ALL OF WHICH IS COLLECTIVELY CALLED THE "INVENTORY");

(c) ALL DEBTS, ACCOUNTS, CLAIMS, DEMANDS, MONEYS AND CHOSSES IN ACTION WHICH NOW ARE, OR WHICH MAY AT ANY TIME BE, DUE OR OWING TO OR OWNED BY THE DEBTOR AND ALL BOOKS, RECORDS, DOCUMENTS, PAPERS AND ELECTRONICALLY RECORDED DATA RECORDINGS, EVIDENCING OR RELATING TO SUCH DEBTS, ACCOUNTS, CLAIMS, DEMANDS, MONEYS AND CHOSSES IN ACTION (ALL OF WHICH IS COLLECTIVELY CALLED THE "ACCOUNTS");

(d) ALL DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, SECURITIES AND MONEY, AND ALL OTHER PERSONAL PROPERTY THAT IS NOT EQUIPMENT, INVENTORY OR ACCOUNTS;

(e) ALL PATENTS, TRADEMARKS, COPYRIGHTS, TRADE NAMES, GOODWILL, CONFIDENTIAL INFORMATION, TRADE SECRETS, KNOW-HOW, INCLUDING ALL RESEARCH AND DEVELOPMENT WORK, AND ALL OTHER INTELLECTUAL PROPERTY OF THE DEBTOR, INCLUDING, WITHOUT LIMITATION, SOFTWARE, INCLUDING ALL ENHANCEMENTS, UPDATES AND NEW VERSIONS, AND ANY REGISTRATIONS AND APPLICATIONS FOR REGISTRATION OF THE FOREGOING (ALL OF WHICH IS COLLECTIVELY CALLED THE "INTELLECTUAL PROPERTY"); AND

(f) ALL CONTRACTUAL RIGHTS, LICENSES AND ALL OTHER CHOSES IN ACTION OF THE DEBTOR OF EVERY KIND WHICH NOW ARE, OR WHICH MAY AT ANY TIME BE, DUE OR OWING TO OR OWNED BY THE DEBTOR AND ALL OTHER INTANGIBLE PROPERTY OF THE DEBTOR, THAT IS NOT ACCOUNTS, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, SECURITIES, MONEY OR INTELLECTUAL PROPERTY (ALL OF THE FOREGOING BEING HEREIN COLLECTIVELY CALLED THE "INTANGIBLES");

Registration Details for Registration Number: 37228632

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	37228632	2022-12-17 16:49	2026-12-17	51168200

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
Titan Security & Investigation Inc.
311 BLUEWATER RD
BEDFORD NS B4B1Z9
Canada

Secured Parties

Type: Enterprise
The Bank of Nova Scotia
10 Wright Boulevard
Stratford ON N5A7X9
Canada

General Collateral

OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
KM8JB3AE6NU113425	Motor Vehicle	2022 Hyundai Tucson	37228632	

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	TITAN SECURITY & INVESTIGATION INC.
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-15 12:15 (Atlantic)
Transaction Number:	25176627
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
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An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	New Brunswick
Type of Search:	Debtors (Enterprise)
Search Criteria:	BRACE CAPITAL LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-03-06 14:10 (Atlantic)
Transaction Number:	25349245
Searched By:	W186940

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
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An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Newfoundland and Labrador
Type of Search:	Debtors (Enterprise)
Search Criteria:	BRACE CAPITAL LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-12 14:19 (Atlantic)
Transaction Number:	25172117
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
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An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	BRACE CAPITAL LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-12 14:12 (Atlantic)
Transaction Number:	25172061
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	27454404	BRACE CAPITAL LIMITED	HALIFAX
*	*	19845775	BRACE CAPITAL LIMITED	HALIFAX
*	*	19845791	BRACE CAPITAL LIMITED	HALIFAX
*	*	19845817	BRACE CAPITAL LIMITED	HALIFAX
*	*	33649716	BRACE CAPITAL LIMITED	HALIFAX
*	*	34872234	BRACE CAPITAL LIMITED	HALIFAX
*	*	36404010	Brace Capital Limited	HALIFAX
*	*	36404150	Brace Capital Limited	HALIFAX
*	*	36404291	Brace Capital Limited	HALIFAX
*	*	36841583	BRACE CAPITAL LIMITED	HALIFAX
*	*	36841617	BRACE CAPITAL LIMITED	HALIFAX
*	*	37564069	Brace Capital Limited	HALIFAX
*	*	38738001	Brace Capital Limited	Halifax

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 13 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 27454404

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	27454404	2017-04-11 17:39	2027-04-11	SM001678.110
Amendment	35369818	2021-11-02 11:31	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 BRACE CAPITAL LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J 2T2
 Canada

Secured Parties

The Secured Party below was deleted by registration number 35369818

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND V LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
 Canada

The Secured Party below was deleted by registration number 35369818

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND V LP, by its General partner Integrated Private Debt Fund GP Inc.~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
 Canada

The Secured Party below was added by registration number 35369818

Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

The Secured Party below was added by registration number 35369818

Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED

PERSONAL PROPERTY INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS THEREOF OR DERIVED THEREFROM.

Additional Information

ON APRIL 1, 2017 BRACE CAPITAL LTD., BRACE PROPERTIES LIMITED, AND BRACE PUBLISHING LIMITED WERE AMALGAMATED UNDER THE NAME BRACE CAPITAL LIMITED

Added by registration number 35369818

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 19845775

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	19845775	2012-07-19 12:19	2024-07-19	SM001678-70
Amendment	27456540	2017-04-12 10:34	2024-07-19	SM001678.110
Amendment	35369743	2021-11-02 11:26	2024-07-19	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

The Debtor below was deleted by registration number 27456540

Type: Enterprise
BRACE CAPITAL LTD.
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3L 4T9
Canada

The Debtor below was added by registration number 27456540

Type: Enterprise
BRACE CAPITAL LIMITED
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 35369743

Type: Enterprise

~~INTEGRATED PRIVATE DEBT FUND III LP~~

~~70 UNIVERSITY AVENUE~~

~~SUITE 1200~~

~~TORONTO ON M5J 2M4~~

~~Canada~~

The Secured Party below was added by registration number 35369743

Type: Enterprise

FIERA PRIVATE DEBT FUND III LP

200 Bay Street, Suite 3800, South Tower

TORONTO ON M5J 2J1

Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Additional Information

Added by registration number 27456540

ON APRIL 1, 2017 BRACE CAPITAL LTD., BRACE PROPERTIES LIMITED, AND BRACE PUBLISHING LIMITED WERE AMALGAMATED UNDER THE NAME BRACE CAPITAL LIMITED

Added by registration number 35369743

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 19845791

Province or Territory: Nova Scotia

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	19845791	2012-07-19 12:20	2024-07-19	SM001678-70
Amendment	27456565	2017-04-12 10:35	2024-07-19	SM001678.110
Amendment	35369693	2021-11-02 11:24	2024-07-19	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is

provided, the information was added by the original registration and has not been deleted.

Debtors

The Debtor below was deleted by registration number 27456565

Type: Enterprise
~~BRACE PROPERTIES LIMITED~~
~~2717 JOSEPH HOWE DRIVE~~
~~HALIFAX NS B3L 4T9~~
Canada

The Debtor below was added by registration number 27456565

Type: Enterprise
BRACE CAPITAL LIMITED
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 35369693

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND III LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
Canada

The Secured Party below was added by registration number 35369693

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Additional Information

Added by registration number 27456565

ON APRIL 1, 2017 BRACE CAPITAL LTD., BRACE PROPERTIES LIMITED, AND BRACE PUBLISHING LIMITED WERE AMALGAMATED UNDER THE NAME BRACE CAPITAL LIMITED

Added by registration number 35369693

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 19845817

Province or Territory: Nova Scotia

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	19845817	2012-07-19 12:20	2024-07-19	SM001678-70
Amendment	27456581	2017-04-12 10:36	2024-07-19	SM001678.110
Amendment	35369685	2021-11-02 11:23	2024-07-19	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

The Debtor below was deleted by registration number 27456581

Type: Enterprise
 BRACE PUBLISHING LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3L 4T9
 Canada

The Debtor below was added by registration number 27456581

Type: Enterprise
 BRACE CAPITAL LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3J 2T2
 Canada

Secured Parties

The Secured Party below was deleted by registration number 35369685

Type: Enterprise
 INTEGRATED PRIVATE DEBT FUND III LP
 70 UNIVERSITY AVENUE
 SUITE 1200
 TORONTO ON M5J 2M4
 Canada

The Secured Party below was added by registration number 35369685

Type: Enterprise
 FIERA PRIVATE DEBT FUND III LP
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Additional Information

Added by registration number 27456581

ON APRIL 1, 2017 BRACE CAPITAL LTD., BRACE PROPERTIES LIMITED, AND BRACE PUBLISHING LIMITED WERE AMALGAMATED UNDER THE NAME BRACE CAPITAL LIMITED

Added by registration number 35369685

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 33649716

Province or Territory: Nova Scotia

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	33649716	2020-11-10 16:04	2025-11-10	1872168-CT9

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BRACE CAPITAL LIMITED
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

Type: Enterprise
THE TORONTO-DOMINION BANK - 54203
1785 BARRINGTON ST PO BOX 427
Halifax NS B3J 2P8
Canada

General Collateral

All present and after acquired accounts, monies, deposits from time to time on deposit in the name of the debtor or owed to the debtor by the secured party or TD Mortgage Corporation or TD Pacific Mortgage Corporation, The

Canada Trust Company or other subsidiary or affiliate of the Secured Party and in the Debtors rights in and to those accounts, monies, deposits and proceeds thereof.

Registration Details for Registration Number: 34872234

Province or Territory: Nova Scotia

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	34872234	2021-07-26 14:08	2024-07-26	H8122

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 BRACE CAPITAL LIMITED
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3L4T9
 Canada

Secured Parties

Type: Enterprise
 O'REGAN CHEVROLET BUICK GMC CADILLAC LIMITED
 KROEGER, ANGELA PHYLLIS
 SECRETARY
 3224 Kempt Road
 Halifax NS B3K4X1
 Canada
 Phone #: 902-469-3334
 Fax #: 902-465-1226

General Collateral

The goods of the debtor described herein by vehicle identification number or serial number, as applicable, together with all present and after-acquired attachments, accessories and accessions thereto and all proceeds relating to any of the foregoing.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GTW7AFG2K1317999	Motor Vehicle	2019 GMC SAVANA RWD 2500	34872234	

Registration Details for Registration Number: 36404010

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	36404010	2022-06-16 13:41	2026-06-16	L6322

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 Brace Capital Limited
 DIXON, GORDON
 OWNER
 2717 Joseph Howe Drive
 HALIFAX NS B3L4T9
 Canada

Secured Parties

Type: Enterprise
 Steele Leasing (A Division of Steele Chrysler Plymouth Limited)
 Stevens, Emily
 Steele Leasing Assistant
 8 Basinview Drive
 Dartmouth NS B3B1G4
 Canada
 Phone #: 902-454-3185

General Collateral

2022 CHEVROLET EQUINOX LT 3GNAXKEV1NL233399

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
3GNAXKEV1NL233399	Motor Vehicle	2022 CHEVROLET EQUINOX LT	36404010	

Additional Information

STEELE LEASE STARTING JUNE 15, 2022 48 MONTHS

Registration Details for Registration Number: 36404150

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	36404150	2022-06-16 13:48	2026-06-16	L6324

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 Brace Capital Limited
 DIXON, GORDONE
 OWNER
 2717 Joseph Howe drive
 HALIFAX NS B3L4T9
 Canada

Secured Parties

Type: Enterprise
 Steele Leasing (A Division of Steele Chrysler Plymouth Limited)
 Stevens, Emily
 Steele Leasing Assistant
 8 Basinview Drive
 Dartmouth NS B3B1G4
 Canada
 Phone #: 902-454-3185

General Collateral

2022 CHEVROLET EQUINOX LT 3GNAXKEV2NL230964

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
3GNAXKEV2NL230964	Motor Vehicle	2022 CHEVROLET EQUINOX LT	36404150	

Additional Information

STEELE LEASE STARTING JUNE 15, 2022 48 MONTHS

Registration Details for Registration Number: 36404291

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	36404291	2022-06-16 13:55	2026-06-16	L6325

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 Brace Capital Limited
 DIXON, GORDON
 OWNER
 2717 Joseph Howe drive
 HALIFAX NS B3J2T2
 Canada

Secured Parties

Type: Enterprise
 Steele Leasing (A Division of Steele Chrysler Plymouth Limited)
 Stevens, Emily
 Steele Leasing Assistant
 8 Basinview Drive
 Dartmouth NS B3B1G4
 Canada
 Phone #: 902-454-3185

General Collateral

2022 CHEVROLET EQUINOX LT 2GNAXUEV0N6151616

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
2GNAXUEV0N6151616	Motor Vehicle	2022 CHEVROLET EQUINOX LT	36404291	

Additional Information

STEELE LEASE STARTING JUNE 15, 2022 48 MONTHS

Registration Details for Registration Number: 36841583

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	36841583	2022-09-16 15:46	2027-09-16	SM050018.15

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 BRACE CAPITAL LIMITED
 600-1741 LOWER WATER STREET,
 HALIFAX NS B3J 0J2
 Canada

Secured Parties

Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP, BY ITS SOLE GENERAL PARTNER FIERA PRIVATE DEBT
 FUND GP INC.
 200 BAY STREET, SUITE 3800, SOUTH TOWER
 TORONTO ON M5J 2J1
 Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL SHARES OF CAPITAL STOCK OR OTHER SECURITIES OF TITAN SECURITY & INVESTIGATION INC., OR ANY SUCCESSOR THERETO, AND ANY OTHER PROPERTY OF THE DEBTOR DELIVERED TO THE SECURED PARTY FROM TIME TO TIME PURSUANT TO A PLEDGE AGREEMENT MADE BY THE DEBTOR IN FAVOUR OF THE SECURED PARTY DATED ON OR ABOUT THE DATE HEREOF, TOGETHER WITH ALL REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR, ACCRETIONS THERETO, INTEREST AND DIVIDENDS THEREON (WHETHER IN CASH, KIND OR STOCK) AND PROCEEDS THEREOF IN ANY FORM INCLUDING GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INVESTMENT PROPERTY, INSTRUMENTS, MONEY AND INTANGIBLES AND INCLUDING, WITHOUT LIMITATION, ANY PROCEEDS ARISING OUT OF ANY CONSOLIDATION, SUBDIVISION, RECLASSIFICATION, CONVERSION, STOCK DIVIDEND OR SIMILAR INCREASE OR DECREASE IN OR ALTERATION OF CAPITAL OR ANY OTHER EVENT.

Registration Details for Registration Number: 36841617

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	36841617	2022-09-16 15:48	2027-09-16	SM050018.15

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 BRACE CAPITAL LIMITED
 600-1741 LOWER WATER STREET,
 HALIFAX NS B3J 0J2
 Canada

Secured Parties

Type: Enterprise
 FIERA PRIVATE DEBT FUND III LP, BY ITS SOLE GENERAL PARTNER FIERA PRIVATE
 DEBT FUND GP INC.
 200 BAY STREET, SUITE 3800, SOUTH TOWER
 TORONTO ON M5J 2J1
 Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL SHARES OF CAPITAL STOCK OR OTHER SECURITIES OF TITAN SECURITY & INVESTIGATION INC., OR ANY SUCCESSOR THERETO, AND ANY OTHER PROPERTY OF THE DEBTOR DELIVERED TO THE SECURED PARTY FROM TIME TO TIME PURSUANT TO A PLEDGE AGREEMENT MADE BY THE DEBTOR IN FAVOUR OF THE SECURED PARTY DATED ON OR ABOUT THE DATE HEREOF, TOGETHER WITH ALL REPLACEMENTS THEREOF, SUBSTITUTIONS THEREFOR, ACCRETIONS THERETO, INTEREST AND DIVIDENDS THEREON (WHETHER IN CASH, KIND OR STOCK) AND PROCEEDS THEREOF IN ANY FORM INCLUDING GOODS, DOCUMENTS OF TITLE, CHATTEL PAPER, INVESTMENT PROPERTY, INSTRUMENTS, MONEY AND INTANGIBLES AND INCLUDING, WITHOUT LIMITATION, ANY PROCEEDS ARISING OUT OF ANY CONSOLIDATION, SUBDIVISION, RECLASSIFICATION, CONVERSION, STOCK DIVIDEND OR SIMILAR INCREASE OR DECREASE IN OR ALTERATION OF CAPITAL OR ANY OTHER EVENT.

Registration Details for Registration Number: 37564069

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	37564069	2023-03-16 16:18	2024-03-16	L6743

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
 Brace Capital Limited
 HYNES, CHACE
 CFO
 2717 JOSEPH HOWE DRIVE
 HALIFAX NS B3L 4T9
 Canada

Secured Parties

Type: Enterprise
 Steele Leasing (A Division of Steele Chrysler Plymouth Limited)
 Stevens, Emily
 Steele Leasing Assistant
 8 Basinview Drive
 Dartmouth NS B3B1G4
 Canada
 Phone #: 902-454-3185

General Collateral

2020 GMC Savanna 2500
 1GTW7AFG9L1168590

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GTW7AFG9L1168590	Motor Vehicle	2020 GMC Savanna 2500	37564069	

Additional Information

STEELE LEASE STARTING MARCH 14TH, 2023 - 12 MONTHS

Registration Details for Registration Number: 38738001

Province or Territory: Nova Scotia
 Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	38738001	2023-11-16 13:06	2024-11-16	L6954

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
Brace Capital Limited
HYNES, CHACE
CFO
2717 Joseph Howe Drive
Halifax NS B3L4T8
Canada

Secured Parties

Type: Enterprise
Steele Leasing (A Division of Steele Chrysler Plymouth Limited)
Harding, Natalie
Steele Leasing Assistant
636 Portland Street
Dartmouth NS B2W2M3
Canada
Phone #: 902-817-3932

General Collateral

2020 GMC Savanna 2500 cargo 1GTW7AFG1L1168969

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
1GTW7AFG1L1168969	Motor Vehicle	2020 GMC Savanna 2500 cargo	38738001	

Additional Information

STEELE LEASE STARTING NOVEMBER 14, 2023 - 12 MONTHS

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	BRACE CAPITAL LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-03-06 14:11 (Atlantic)
Transaction Number:	25349246
Searched By:	W186940

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
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An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	New Brunswick
Type of Search:	Debtors (Enterprise)
Search Criteria:	BRACE HOLDINGS LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-03-06 14:07 (Atlantic)
Transaction Number:	25349221
Searched By:	W186940

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
		32359069	BRYCE HOLDINGS INC.	MIRAMICHI
		34544726	BRYCE HOLDINGS INC.	MIRAMICHI

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 2 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Newfoundland and Labrador
Type of Search:	Debtors (Enterprise)
Search Criteria:	Brace Holdings Inc.
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-12 14:19 (Atlantic)
Transaction Number:	25172123
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	13121215	Brace Holdings Inc.	St. John's

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 1 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 13121215

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	13121215	2015-07-22 10:12	2020-07-22	134112
Renewal	17850090	2020-05-21 18:36	2025-07-22	
Amendment	18551044	2021-01-19 12:18	2025-07-22	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
Brace Holdings Inc.
Brace, Beverley
27 Calgary Street
St. John's NL A1A 3W7
Canada

The Debtor below was added by registration number 18551044
Type: Enterprise
BRACE INVESTMENTS LIMITED
27 CALGARY STREET
ST JOHN'S NL A1A 3W7
Canada

Secured Parties

Type: Enterprise
The Toronto-Dominion Bank
Pettipas, Jarrod
140 Water Street
St. John's NL A1A 6H6
Canada

General Collateral

A security interest is taken in all of the debtor's present and after acquired personal property.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	BRACE HOLDINGS LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-01-12 14:13 (Atlantic)
Transaction Number:	25172067
Searched By:	S185207

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	22147987	Brace Holdings Limited	Halifax
*	*	27454206	BRACE HOLDINGS LIMITED	HALIFAX
	*	23262777	Breice Holdings Limited	Bedford
	*	4471903	BRICO HOLDINGS LIMITED	Pubnico

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 2 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 22147987

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	22147987	2013-12-11 09:13	2026-12-11	SM031376.3
Amendment	27367978	2017-03-24 16:08	2026-12-11	SM001678.110
Amendment	27455039	2017-04-11 20:00	2026-12-11	SM001678.110
Amendment	35369677	2021-11-02 11:21	2026-12-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is

provided, the information was added by the original registration and has not been deleted.

Debtors

The Debtor below was deleted by registration number 27367978

Type: Enterprise
~~HALIFAX HERALD HOLDINGS LIMITED~~
~~2717 JOSEPH HOWE DRIVE~~
~~HALIFAX NS B3L4T9~~
Canada

The Debtor below was added by registration number 27367978

Type: Enterprise
Brace Holdings Limited
2717 Joseph Howe Drive
Halifax NS B3L 4T9
Canada

Secured Parties

The Secured Party below was deleted by registration number 35369677

Type: Enterprise
~~INTEGRATED PRIVATE DEBT FUND III LP~~
~~70 UNIVERSITY AVENUE~~
~~SUITE 1200~~
~~TORONTO ON M5J 2M4~~
Canada

The Secured Party below was added by registration number 35369677

Type: Enterprise
FIERA PRIVATE DEBT FUND III LP
200 Bay Street, Suite 3800, South Tower
TORONTO ON M5J 2J1
Canada

General Collateral

(A) ALL OF THE DEBTOR'S RIGHT, TITLE, INTEREST AND ESTATE IN SECURITIES OF THE HALIFAX HERALD LIMITED (INCLUDING ALL REPLACEMENT AND SUBSTITUTES THEREFOR) AND ALL PROCEEDS THEREOF (THE "HERALD SECURITIES"), TOGETHER WITH ANY AND ALL AMOUNTS PAYABLE IN RESPECT OF THE HERALD SECURITIES, INCLUDING DIVIDENDS; AND

(B) ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS AND BOOKS RELATED TO OR BEING RECORDS OF THE HERALD SECURITIES OR THEIR PROCEEDS OR BY WHICH THE HERALD SECURITIES AND THE HERALD SECURITIES OR THEIR PROCEEDS ARE OR MAY HEREAFTER BE SECURED, EVIDENCED, ACKNOWLEDGED OR MADE PAYABLE.

Added by registration number 27455039

(A) ALL OF THE DEBTOR'S RIGHT, TITLE, INTEREST AND ESTATE IN SECURITIES OF SALTWIRE NETWORK INC., HALIFAX HERALD LIMITED AND BRACE CAPITAL LIMITED (INCLUDING ALL REPLACEMENT AND SUBSTITUTES THEREFOR) AND ALL PROCEEDS THEREOF (THE "HOLDINGS SECURITIES"), TOGETHER WITH ANY AND ALL AMOUNTS PAYABLE IN RESPECT OF THE HOLDING SECURITIES, INCLUDING DIVIDENDS; AND (B) ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS AND BOOKS RELATED TO OR BEING RECORDS OF THE HOLDING SECURITIES OR THEIR PROCEEDS OR BY

WHICH THE HOLDINGS SECURITIES OR THEIR PROCEEDS ARE OR MAY HEREAFTER BE SECURED, EVIDENCED, ACKNOWLEDGED OR MADE PAYABLE.

Additional Information

Added by registration number 35369677

To amend the name of the secured party from Integrated Private Debt Fund III LP to Fiera Private Debt Fund III LP pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 27454206

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	27454206	2017-04-11 17:31	2027-04-11	SM001678.110
Amendment	35370006	2021-11-02 11:53	2027-04-11	SM001678.110

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BRACE HOLDINGS LIMITED
2717 JOSEPH HOWE DRIVE
HALIFAX NS B3J 2T2
Canada

Secured Parties

The Secured Party below was deleted by registration number 35370006
~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND V LP
70 UNIVERSITY AVENUE
SUITE 1200
TORONTO ON M5J 2M4
Canada~~

The Secured Party below was deleted by registration number 35370006
~~Type: Enterprise
INTEGRATED PRIVATE DEBT FUND V LP, by its General partner Integrated Private Debt Fund
GP Inc.
70 UNIVERSITY AVENUE~~

SUITE 1200
~~TORONTO ON M5J 2M4~~
 Canada

The Secured Party below was added by registration number 35370006
 Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

The Secured Party below was added by registration number 35370006
 Type: Enterprise
 FIERA PRIVATE DEBT FUND V LP, by its General partner Fiera Private Debt Fund GP Inc.
 200 Bay Street, Suite 3800, South Tower
 TORONTO ON M5J 2J1
 Canada

General Collateral

(A) ALL OF THE DEBTOR'S RIGHT, TITLE, INTEREST AND ESTATE IN SECURITIES OF SALTWIRE NETWORK INC., HALIFAX HERALD LIMITED AND BRACE CAPITAL LIMITED (INCLUDING ALL REPLACEMENT AND SUBSTITUTES THEREFOR) AND ALL PROCEEDS THEREOF (THE "HOLDINGS SECURITIES"), TOGETHER WITH ANY AND ALL AMOUNTS PAYABLE IN RESPECT OF THE HOLDING SECURITIES, INCLUDING DIVIDENDS; AND (B) ALL DEEDS, DOCUMENTS, WRITINGS, PAPERS AND BOOKS RELATED TO OR BEING RECORDS OF THE HOLDING SECURITIES OR THEIR PROCEEDS OR BY WHICH THE HOLDINGS SECURITIES OR THEIR PROCEEDS ARE OR MAY HEREAFTER BE SECURED, EVIDENCED, ACKNOWLEDGED OR MADE PAYABLE.

Additional Information

Added by registration number 35370006

To amend the name of the secured party from Integrated Private Debt Fund V LP to Fiera Private Debt Fund V LP pursuant to a name change effective September 6, 2019. To amend the name of the secured party from Integrated Private Debt Fund V LP, by its General partner Integrated Private Debt Fund GP Inc. to Fiera Private Debt Fund V LP, by its General partner Fiera Private Debt Fund GP Inc. pursuant to a name change effective September 6, 2019.

Registration Details for Registration Number: 23262777

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	23262777	2014-08-29 15:32	2019-08-29	1494064-CN9
Renewal	31538275	2019-07-29 11:26	2024-08-29	

This registration has **not** been the subject of an Amendment or Global Change. The following registration

information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
Breice Holdings Limited
118 Ridgevale Drive
Bedford NS B4A 3S5
Canada

Secured Parties

Type: Enterprise
The Bank of Nova Scotia
1465 Brenton Street
Halifax NS B3J 3T4
Canada

General Collateral

All securities, present and future, including any renewals or substitutions of same, together with all proceeds thereof and revenue there from, and all rights attached to the securities and financial assets held from time to time in the account number 825-00744-19 held at Scotia Capital and all accounts established as a result of a subdivision or replacement of the account.

Registration Details for Registration Number: 4471903

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	4471903	2001-08-22 18:37	2006-08-22	286332-RB2
Renewal	11314374	2006-07-21 13:47	2011-08-22	
Renewal	18278507	2011-07-04 18:39	2016-08-22	
Renewal	26328419	2016-07-22 12:50	2021-08-22	
Renewal	34900035	2021-07-30 09:18	2026-08-22	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BRICO HOLDINGS LIMITED
RR1 LOWER W. PUBNICO

Pubnico NS B0W 2A0
Canada

Secured Parties

Type: Enterprise
Royal Bank of Canada
630 Rene Levesque W 1st Fl
Montreal PQ H3B 1S6
Canada

General Collateral

Intangibles of the Debtor being all debts and liabilities, present and future, owed the debtor by (P & G FISHERIES LIMITED) and all proceeds thereof, including, without limitation, goods (including inventory, equipment (equipment includes, without limitation, machinery, tools, apparatus, plant, furniture, fixtures, aircraft and vehicles of whatsoever nature and kind) and consumer goods), money instruments, securities, chattel paper, and documents of title.

END OF REPORT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Prince Edward Island
Type of Search:	Debtors (Enterprise)
Search Criteria:	BRACE HOLDINGS LIMITED
Date and Time of Search (YYYY-MM-DD hh:mm):	2024-03-06 14:09 (Atlantic)
Transaction Number:	25349235
Searched By:	W186940

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
-------	----------	------------------------------------	-----------------	-------

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 0 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

END OF REPORT

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "GG" referred to in
the affidavit of Russell French, sworn to
before me on March 8, 2024.



Signature





December 15, 2023

Saltwire Network Inc.
The Halifax Herald Limited
G.W.D. Investments Limited
Brace Capital Limited
Brace Holdings Limited
Headline Promotional Products Limited
Titan Security & Investigation Inc.
The Mark Level Family Trust 2017
Sarah A. Dennis Family Trust 2009
Sarah Dennis
(collectively, the “**Obligors**”)

2717 Joseph Howe Drive
Halifax, Nova Scotia
B3J 2T2

Dear Mesdames and / or Sirs:

RE: Indebtedness of SaltWire Network Inc. (“SaltWire”)
AND RE: Indebtedness of The Halifax Herald Limited (the “Herald”)

We are writing you in respect of the Eighth Amended and Restated Forbearance Agreement dated as of October 27, 2023 (the “**Current Forbearance Agreement**”) by and among the Obligors and the Lenders named therein. Capitalized terms used herein and not otherwise defined have the meaning given to them in the Current Forbearance Agreement.

The Lenders have become aware of several additional Events of Default in addition to the Existing Events of Default listed in the Current Forbearance Agreement (“**Additional Events of Default**”), which Additional Events of Default include, without limitation, the following:

1. Pursuant to Section 4.02(a) of the Current Forbearance Agreement, the Borrowers failed to deliver financial statements for the Herald by November 15, 2023, the late delivery of which does not rectify the default;
2. Pursuant to Section 3.03 of the Current Forbearance Agreement, the Borrowers have failed to maintain a trailing twelve-month EBITDA of not less than \$5 million and have reported that their current trailing twelve-month EBITDA for October 31, 2023 is approximately \$1.3 million; and
3. The Herald has only made one of its two HST payments that have come due since the date of the Current Forbearance Agreement and Saltwire has failed to make any payments in respect of HST which was collected since the date of the Current Forbearance Agreement, both of which constitute Termination Events pursuant to Section 8.01 of the Current Forbearance Agreement.

In addition to the above, as you are aware, the Obligors have agreed to cooperate and promptly provide the Lender FA with any information requested by it. The Lenders are concerned that there has been and continues to be delays in responses to requests made by the Lender FA and in recent weeks, a failure to



provide any responses. The Lenders understand that such outstanding requests include, without limitation, the Lender FA's request for support relating to capitalized wages referenced in the 2023 EBITDA cash-uses analysis, as well as the Lender FA's integrated financial projection, which the Lenders requested the Lender FA prepare given the deficiencies in the forecasts provided by the Borrowers. The Lender FA has also advised that at times, the information provided has been inconsistent and unreliable, including how the Borrowers account for intercompany transactions. The Lenders expect the Obligors to respond to all requests by the Lenders and the Lender FA in a prompt and complete manner. The Lender reserves the right to notify of additional defaults for failure to act accordingly.

The Lenders are also deeply concerned by results reported in the recent financial statements in respect of the Herald Retirement Plan, which indicates that the Herald Retirement Plan has gone from a surplus of over \$8.3 million in 2021 to a deficit of over \$13 million in 2022. This is potentially a materially adverse change in respect of the Herald.

Lastly, the Lenders remain troubled by the apparent lack of liquidity of the Obligors given that available liquidity is expected to worsen in the first two quarters of 2024. This concern is heightened by the manner in which the Borrowers appear to be preserving liquidity, including the non-remittance of various obligations, such as HST. The Lenders intend to continue to closely monitor this situation and reserve all rights in this regard.

In light of the foregoing, the Lenders hereby give notice of the Additional Defaults under both Loan Agreements and the Eighth Amended and Restated Forbearance Agreement.

This letter is written under reserve of, and without prejudice to, any and all of the Lenders' rights, remedies and recourses under the Loan Documents and applicable law, and nothing herein can nor shall be construed as a waiver of any Events of Defaults (including the Existing Events of Default) nor of any of the Lenders' rights or recourses with respect to the obligations of the Obligors under the Loan Documents, nor shall this letter be deemed to be a modification of or an amendment to the terms of the Loan Agreements or any other Loan Document, all of the rights and remedies of the Lenders being hereby expressly reserved.

Without limiting the generality of the foregoing, the Lenders reserve the right to exercise any rights, remedies and recourses that they may have under the Loan Documents and applicable law at any time should they determine in their discretion that their position has been adversely affected, including, without limitation, if any other Event of Default occurs and / or is continuing.

Yours truly,

FIERA PRIVATE DEBT FUND V LP and FIERA PRIVATE DEBT FUND III LP, each by its sole general partner, **FIERA PRIVATE DEBT FUND GP INC.**



Russell French
Managing Director

Mr. Russell French
Fiera Private Debt
200 Bay St, Suite 3800, South Tower
Toronto, ON M5J 2J1

Re.: Fiera Private Debt Default Letter dated December 15, 2023

We are writing in reply to the Fiera Private Debt (“FPD”, “you”, “your”) letter dated December 15, 2023, outlining alleged events of default by SaltWire Network Inc., et al (“we”, “us”, “our”) with respect to the Eighth Amended and Restated Forbearance Agreement. In our view, there are several notable inaccuracies in the contents of your letter and wish to clarify as follows:

1. FPD states that the provision of financial statements for the Halifax Herald Limited as soon as they were available from KPMG (external service provider) does not rectify the default of failing to provide the statements by November 15, 2023. If the provision of the statements does not rectify the matter, we ask for guidance on what would?
2. FPD states that our reported trailing twelve-month (“TTM”) EBITDA for October 31, 2023, is approximately \$1.3 million. This is entirely inconsistent with our representations to FPD. Based on information we provided, our reporting TTM EBITDA as at October 31, 2023 was \$3.37 million. Since reporting this information to FPD, material beneficial changes in certain estimates that factor in to our TTM EBITDA have resulted in reported EBITDA for the same period now being \$4.39 million. We request that FPD provide their calculation that arrives at \$1.3 million in TTM EBITDA.
3. With respect to HST payments, Fiera is arbitrarily failing to recognize corporate tax return refund transfers as payments. The realization of tax refund balances *are* payments. Since the beginning of Forbearance 8 and up to the date of this letter we have made combined HST payments in SaltWire Network Inc and The Halifax Herald Limited of \$1.71 million.

In our view allegations of inconsistent or unreliable information being provided to the Lenders FA, is false. We have not provided any incorrect or unreliable information to the Lenders FA. If the Lenders FA is having difficulty understanding the information provided to them, they are welcome to arrange meetings or phone calls to talk through complex matters.

Regarding the provision of information to the Lenders FA in general, we have made every effort to provide complete and timely information. Any instance where the provision of information was less than immediate was due to our resources being devoted to operationally imperative matters or to requirements of FTI, our Corporate Finance Advisor (“CFA”) as per section 4.01, of the current forbearance agreement. In all cases, our resources are devoted first to matters that preserve enterprise value and operational continuity for the benefit of our business and FPD’s interests, alike.

There has been no material adverse change with respect to pension obligations in The Halifax Herald Limited and this has been explained to FPD. If FPD has any concern with respect to asset and liability balances relating to The Herald Retirement Plan, we would encourage FPD to outline their questions and or arrange a conversation to discuss further.

As a party to agreements with FPD, we are committed to operating our business in a way that maximizes enterprise value and positions FPD for the best possible outcome to their private debt investment in our business.

Based on the representations set out in your December 15, 2023, letter we do not perceive a mutual good-faith commitment to this relationship. We would like to reiterate our position that decision-making that serves to preserve operational continuity and to maximize our business enterprise value provides the greatest contribution to FPDs prospects of ultimate realization of their investment in our business.

As expressed above, the Companies are seeking to preserve enterprise value and operational continuity while addressing FPD's requirements.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Mark Lever', with a stylized flourish extending to the right.

Mark Lever
SaltWire Network Inc



December 21, 2023

Saltwire Network Inc.
The Halifax Herald Limited
G.W.D. Investments Limited
Brace Capital Limited
Brace Holdings Limited
Headline Promotional Products Limited
Titan Security & Investigation Inc.
The Mark Level Family Trust 2017
Sarah A. Dennis Family Trust 2009
Sarah Dennis
(collectively, the “**Obligors**”)

2717 Joseph Howe Drive
Halifax, Nova Scotia
B3J 2T2

Dear Mesdames and / or Sirs:

RE: Indebtedness of SaltWire Network Inc. (“SaltWire”)
AND RE: Indebtedness of The Halifax Herald Limited (the “Herald”)

We are in receipt of your letter dated December 20, 2023.

The Lenders do not believe it productive to respond point by point. This letter is simply to advise that we disagree with your response.

We particularly take offense at any suggestion that we are not acting in good faith – the Lenders have provided the Borrowers with years of latitude to repay their obligations to the Lenders and made significant concessions during the forbearance periods.

Yours truly,

**FIERA PRIVATE DEBT FUND V LP and FIERA
PRIVATE DEBT FUND III LP, each by its sole
general partner, FIERA PRIVATE DEBT FUND
GP INC.**



Russell French
Managing Director

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "HH" referred to in
the affidavit of Russell French, sworn to
before me on March 8, 2024.



Signature



From: Sadira E. Jan <sjan@stewartmckelvey.com>
Sent: February 22, 2024 3:32 PM
To: Jennifer Stam (she/her) <jennifer.stam@nortonrosefulbright.com>
Subject: RE: HH/Saltwire - 9th Amended & Restated forbearance

Hi Jennifer,

Thanks for the blackline. Our position is that it is not in our best interest to sign the amended forbearance. This is due to the ongoing concern of being able to comply with the requirements of Fiera while continuing the business as a going concern. We are asking for a 45 day window to put together an offer to satisfy Fiera prior to the commencement of a CCAA process. During that window there would be no payments made, including to the property tax account.

The specific concerns with the current draft relate to:

- The timeframes included therein are not achievable;
- The continued funding of the Real Property Reserve;
- The additional advisor fees;
- The Lender led CCAA and whether that is ultimately in Saltwire/Herald best interests;
- The control over the cash flow generally, including the google payments;
- The management time the added reporting requires and it's direct effect on the ability to run the business;

There is a real concern that the Herald / Saltwire will not be in a position to comply with the terms as drafted and do what is in their best interests at this juncture.

Best,
Sadie

Sadira E. Jan
Partner
She/Her
Stewart McKelvey

D: 902.444.1701

From: Jennifer Stam (she/her) <jennifer.stam@nortonrosefulbright.com>
Sent: Thursday, February 15, 2024 6:11 PM
To: Sadira E. Jan <sjan@stewartmckelvey.com>
Cc: Russell French (rfrench@fieracapital.com) <rfrench@fieracapital.com>; Matthew Tokaruk <MTokaruk@fieracapital.com>; bkofman@ksvadvisory.com; Mitch Vininsky (mvininsky@ksvadvisory.com) <mvininsky@ksvadvisory.com>
Subject: RE: HH/Saltwire - 9th Amended & Restated forbearance

This is an external email.

Sadie

Attached is the further revised forbearance along with a blackline to the version attached to your email below. Further to the call earlier today, we have included accommodation on the deferral of the Titan sale however it is crucial that the information that we've asked for (as now set out in the Forbearance) is provided.

We have also softened those dates which we indicated we would on the call today.

If there are any final comments please let us know as soon as possible. We'd like to get this signed up tomorrow .

Thanks.

Jennifer Stam
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada
T: +1 416.202.6707 | F: +1 416.216.3930
jennifer.stam@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

From: Sadira E. Jan <sjan@stewartmckelvey.com>
Sent: February 15, 2024 6:52 AM
To: Jennifer Stam (she/her) <jennifer.stam@nortonrosefulbright.com>
Cc: Russell French (rfrench@fieracapital.com) <rfrench@fieracapital.com>; Matthew Tokaruk <MTokaruk@fieracapital.com>; bkofman@ksvadvisory.com; Mitch Vininsky (mvininsky@ksvadvisory.com) <mvininsky@ksvadvisory.com>
Subject: RE: HH/Saltwire - 9th Amended & Restated forbearance

Hi Jennifer,

Please see attached.

Best,
Sadie

Sadira E. Jan

Partner
She/Her
Stewart McKelvey
D: 902.444.1701

From: Jennifer Stam (she/her) <jennifer.stam@nortonrosefulbright.com>
Sent: Tuesday, February 13, 2024 4:28 PM
To: Sadira E. Jan <sjan@stewartmckelvey.com>
Cc: Russell French (rfrench@fieracapital.com) <rfrench@fieracapital.com>; Matthew Tokaruk <MTokaruk@fieracapital.com>; bkofman@ksvadvisory.com; Mitch Vininsky (mvininsky@ksvadvisory.com) <mvininsky@ksvadvisory.com>
Subject: RE: HH/Saltwire - 9th Amended & Restated forbearance

This is an external email.

Hi Sadie – I am following up on my below email – can we expect to hear from you today or tomorrow morning? thanks.

Jennifer Stam
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada
T: +1 416.202.6707 | F: +1 416.216.3930
jennifer.stam@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

From: Jennifer Stam (she/her)
Sent: February 12, 2024 1:02 PM
To: Sadira E. Jan <sjan@stewartmckelvey.com>
Cc: Russell French (rfrench@fieracapital.com) <rfrench@fieracapital.com>; Matthew Tokaruk <MTokaruk@fieracapital.com>; bkofman@ksvadvisory.com; Mitch Vininsky (mvininsky@ksvadvisory.com) <mvininsky@ksvadvisory.com>
Subject: HH/Saltwire - 9th Amended & Restated forbearance

Sadie

I hope you are well. As you are aware, the HH/SW 8th amended and restated forbearance period expired at the end of January. I understand the companies have requested a further extension. The Lenders are prepared to agree to an extension on certain terms and understandings, some of which I understand have already been discussed with your client. Crucially, it is apparent that at this point, an insolvency filing is going to be necessary whether the FTI recapitalization is successful or not. Fiera is not prepared to postpone preparation for this inevitability further for a number of reasons. As such, you will see that in addition to the recap milestones, we have provided our parameters for a proposed CCAA filing which we expect to start to prepare for.

Attached is the draft agreement (and proposed schedules) as well as a blackline to the 8th amended & restated forbearance agreement.

It is critical this be finalized as soon as possible and as such, look forward to hearing from you at your earliest convenience.

Thanks.

Jennifer Stam
Partner

Norton Rose Fulbright Canada LLP / S.E.N.C.R.L., s.r.l.
222 Bay Street, Suite 3000, P.O. Box 53, Toronto ON M5K 1E7 Canada
T: +1 416.202.6707 | F: +1 416.216.3930
jennifer.stam@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

Law around the world
nortonrosefulbright.com

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Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "II" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



From: Chace Hynes <Chace.Hynes@saltwire.com>
Sent: Monday, March 4, 2024 3:46:53 PM
To: Matthew Tokaruk <MTokaruk@fieracapital.com>
Cc: Ben Luder <bluder@ksvadvisory.com>
Subject: RE: SW / HH Cash Flow for Week Ending Feb 23

WARNING – This email originated outside of Fiera Capital. Take extra caution before performing any action.

AVERTISSEMENT – Ce courriel provient de l'extérieur de Fiera Capital. Soyez prudent avant d'effectuer toute action.

Matt,

Cash flow from week ending Feb 23rd attached. Cash flow from last week to follow in the next day or so.

Chace

From: Matthew Tokaruk <MTokaruk@fieracapital.com>
Sent: Monday, March 4, 2024 3:46 PM
To: Chace Hynes <Chace.Hynes@saltwire.com>
Cc: Ben Luder <bluder@ksvadvisory.com>
Subject: SW / HH Cash Flow for Week Ending Feb 23

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chace,

We did not receive the cash flow reporting last week. Can you please send it today?

Thank you,
Matt



Matthew Tokaruk, CPA, CA, CFA

Director, Special Loan Management

Fiera Private Debt • 200 Bay Street, Suite 3800, South Tower, Toronto, Ontario, Canada M5J 2J1

C (437) 425-1531 • mtokaruk@fieracapital.com • www.fieraprivatedebt.com

THE POWER OF THINKING

SaltWire Network Inc & The Halifax Herald Limited

Weekly Cash Flow

Week ended	5/Jan/24	12/Jan/24	19/Jan/24	26/Jan/24	2/Feb/24	9/Feb/24	16/Feb/24	23/Feb/24	1/Mar/24	8/Mar/24	15/Mar/24	22/Mar/24	29/Mar/24	5/Apr/24	12/Apr/24	19/Apr/24	26/Apr/24	3/May/24	10/May/24	17/May/24	24/May/24
	P1-W1	P1-W2	P1-W3	P1-W4	P2-W1	P2-W2	P2-W3	P2-W4	P3-W1	P3-W2	P3-W3	P3-W4	P3-W5	P4-W1	P4-W2	P4-W3	P4-W4	P5-W1	P5-W2	P5-W3	P5-W4
Opening cash balance	(1,770)	555,309	555,309	555,309	555,309	555,309	555,309	549,909	523,696	743,392	771,943	862,447	810,444	863,370	842,521	982,957	534,463	692,463	648,921	771,203	307,514
Receipts																					
Revenue collection	638,624	191,587	255,450	191,587	628,056	188,417	251,223	188,417	393,712	393,712	236,227	314,970	236,227	650,536	195,161	260,215	195,161	640,086	192,026	256,034	192,026
Accounts receivable collection	565,144	565,144	565,144	995,729	585,237	585,237	585,237	1,031,132	641,834	641,834	641,834	641,834	641,834	659,488	659,488	659,488	888,875	676,985	676,985	676,985	912,458
HST collected	180,565	113,510	123,089	178,097	181,994	116,048	125,469	182,932	155,332	155,332	131,709	143,521	131,709	196,504	128,197	137,955	162,605	197,561	130,352	139,953	165,673
Receipts from related parties																					
	1,384,333	870,240	943,682	1,365,414	1,395,288	889,702	961,929	1,402,482	1,190,878	1,190,878	1,009,771	1,100,325	1,009,771	1,506,528	982,847	1,057,658	1,246,642	1,514,631	999,362	1,072,972	1,270,157
Disbursements																					
Payroll	(48,000)	(675,148)	(48,000)	(675,148)	(75,000)	(675,148)	(48,000)	(675,148)	(75,000)	(675,148)	(48,000)	(675,148)	(75,000)	(675,148)	(48,000)	(675,148)	(75,000)	(675,148)	(48,000)	(675,148)	(48,000)
Benefits	(35,035)	(35,035)	(35,035)	(160,035)	(35,035)	(35,035)	(35,035)	(160,035)	(35,035)	(35,035)	(35,035)	(35,035)	(160,035)	(35,035)	(35,035)	(35,035)	(160,035)	(35,035)	(35,035)	(35,035)	(160,035)
Distribution	(368,416)	(193,903)	(368,416)	(193,903)	(375,674)	(197,723)	(375,674)	(197,723)	(356,961)	(187,874)	(356,961)	(187,874)	(356,961)	(198,229)	(376,636)	(198,229)	(376,636)	(202,852)	(385,419)	(202,852)	(385,419)
Occupancy	(200,247)	-	-	-	(200,247)	-	-	-	(192,097)	-	-	-	-	(189,247)	-	-	-	(189,447)	-	-	-
Insurance	-	-	-	(28,000)	-	-	-	(28,000)	-	-	-	-	(28,000)	-	-	-	(28,000)	-	-	-	(28,000)
Utilities	-	-	-	(70,000)	-	-	-	(65,000)	-	-	-	-	(63,400)	-	-	-	(58,000)	-	-	-	(55,000)
Bank charges	(28,366)	-	-	(9,455)	(28,257)	-	-	(9,419)	(29,004)	-	-	-	(9,668)	(28,591)	-	-	(9,530)	(28,647)	-	-	(9,549)
Lease payments	-	(10,000)	-	-	-	(10,000)	-	-	-	(10,000)	-	-	-	-	(10,000)	-	-	-	(10,000)	-	-
Paper plates and ink	(87,267)	(87,267)	(87,267)	(87,267)	(78,284)	(78,284)	(78,284)	(78,284)	(68,205)	(68,205)	(68,205)	(68,205)	(68,205)	(73,044)	(73,044)	(73,044)	(73,044)	(89,332)	(89,332)	(89,332)	(89,332)
Other operating	(178,473)	(178,473)	(178,473)	(178,473)	(168,342)	(168,342)	(168,342)	(168,342)	(152,900)	(152,900)	(152,900)	(152,900)	(152,900)	(153,187)	(153,187)	(153,187)	(153,187)	(159,409)	(159,409)	(159,409)	(159,409)
ITCs paid	(69,898)	(39,861)	(39,861)	(50,361)	(67,031)	(36,994)	(36,994)	(46,744)	(61,980)	(33,166)	(33,166)	(33,166)	(42,676)	(62,322)	(33,935)	(33,935)	(42,635)	(65,728)	(37,311)	(37,311)	(45,561)
HST paid	-	-	-	-	-	-	-	-	-	-	-	-	-	(112,574)	(112,574)	(112,574)	(112,574)	(112,574)	(112,574)	(112,574)	(112,574)
Interest on LTD	-	-	(225,000)	-	-	-	(225,000)	-	-	-	(225,000)	-	-	-	-	(225,000)	-	-	-	(225,000)	-
Payments to related parties																					
	(1,015,703)	(1,219,688)	(982,052)	(1,452,643)	(1,027,870)	(1,201,526)	(967,329)	(1,428,695)	(971,182)	(1,162,328)	(919,266)	(1,152,328)	(956,844)	(1,527,378)	(842,411)	(1,506,152)	(1,088,641)	(1,558,173)	(877,080)	(1,536,662)	(1,092,880)
Net cash flow	368,630	(349,447)	(38,370)	(87,229)	367,417	(311,824)	(5,400)	(26,214)	219,696	28,550	90,505	(52,003)	52,927	(20,849)	140,436	(448,494)	158,001	(43,542)	122,282	(463,689)	177,277
Closing cash balance	366,859	205,862	516,939	468,080	922,726	243,485	549,909	523,696	743,392	771,943	862,447	810,444	863,370	842,521	982,957	534,463	692,463	648,921	771,203	307,514	484,791

Form 39.09

Exhibit Stamp

Hfx No.

This is Exhibit "JJ" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature





Email: mark.lever@saltwire.com

Strictly Private & Confidential

Attention: Mr. Mark Lever
Chief Executive Officer
Saltwire Network Group of Companies
2717 Joseph Howe Drive
Halifax, NS
B3J 2T2

Dear Mr. Lever:

Subject: Saltwire Network Group of Companies (“Saltwire”) - Chief Restructuring Officer (“CRO”)

Introduction

This letter confirms that David Boyd, as a representative of Resolve Advisory Services Ltd. would retained as Chief Restructuring Officer (“CRO”) under a proposed Companies Creditors Arrangement Act (“CCAA”) filing for the Saltwire Group of Companies (“Saltwire” or the ‘Companies”)

This letter outlines the basis on which we are retained, services to be provided and the fees to be paid in respect of those services.

Our Understanding of the Situation & Scope of Services

Based on the information provided, we understand that the Companies and its secured lender, Fiera Private Debt (“Fiera”) agree that a CCAA Application should be filed for the Companies though have significant material disagreements as to certain structural elements of the CCAA Application.. Fiera is the senior secured creditor and is owed approximately \$35 million.

The Companies operate a number of newspaper, digital media publications, package delivery and ancillary companies in Atlantic Canada. The Companies operate out of a number of corporate owned properties in Nova Scotia and Newfoundland. ‘

Proposed Scope of Services

Based on our understanding the proposed scope of services we are prepared to act as the CRO, under

a CCAA Application, would be:

1. To assist the Companies in the completion of the CCAA Application documents, inclusive of meetings with the proposed Monitor, Companies management and representatives of the Court Appointed Monitor or any other Court Appointed Officers.
2. To directly address operational decisions for the Companies to ensure alignment with the Cash Flow projections and the restructuring plan as agreed to by the Stakeholders and/or the Court.
3. To attend Court and address matters raised by the stakeholders or the Court for the proposed CCAA Orders.
4. To provide comments/ context in the Monitors report to be filed with the Courts.
5. To review the Cash Flow(s) provided to the Stakeholders as part of the CCAA process, implement reporting processes for reporting on the Cash Flows and provide comments to the Monitor on adherence or variations.
6. Communications with the Monitor on the Sale(s) Process Documents and terms thereof.
7. Assist the Monitor in the Sale(s) Process for Information requirements/ site visits/ liaison with prospective purchasers.
8. Any other matters that may arise in the above scope of services or directly requested by the Monitor or Stakeholder, upon approval by the Monitor.

The foregoing services are subject to modification by agreement or pursuant to Court Order.

Client Responsibilities

The Companies, Shareholders, Board and Management shall provide complete cooperation and accurate information, including that specifically referenced in the above scope of work.

Reporting

The CRO shall address matters promptly when they arise. The CRO shall have regular communication with the Monitor, attend Court Hearings and Conference calls, whether Teams or telephone, with the stakeholders to address issues as they arise. The CRO would not prepare reports, except if requested by the Monitor or the Court to facilitate the CCAA process.

Fees

Our fees, based on our understanding of the current scope of work would be based on an hourly rate.

The hourly rate shall be \$375.00 an hour, plus out of pocket disbursements, and applicable HST. Based on the current scope of work, our estimated fee range, on the hourly rate basis, would be \$100,000 to \$125,000, plus applicable disbursements and HST.

Where the CRO requires legal counsel to address matters, the CRO shall notify the Monitor of such a requirement and confirm the retention of legal counsel. This would be outside of the fee schedule noted above, would be disclosed to the Court, and reflected on revised Cash Flows of the Companies.

If in the view of the CRO there is a material adjustment in the scope of work the CRO reserves the right to notify the Companies and the Monitor of a change in the scope of work and fee scope.

Where the CRO, through discussions with the Companies and the Monitor, is of the opinion that the Companies require senior financial resources to aid in the CCAA process, and the Monitor is in agreement, Resolve shall bill separately for this service.

Standard Terms & Conditions

Outlined below are our Standard Terms & Conditions applicable to this Engagement Letter:

i) Limitation of Liability – except to the extent finally determined to have resulted from our fraud, gross negligence or intentional misconduct, our aggregate liability for all claims, losses, liabilities or damages in connection with this agreement or the services, whether as a result of breach of contract, tort or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to us for the particular service giving rise to the liability under this agreement, and we shall only be liable for our proportionate share of any loss or damage, based on our contribution relative to others' contributions. In addition, we will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, we shall have no liability arising from or relating to any third party hardware, software, information or materials selected or supplied by you. In no event shall we be liable to you or any third party for any claim, liability, loss, damage, cost or expense attributable to any act, omission or misrepresentation by you, your affiliates or your respective personnel;

ii) Restriction on claims – you agree that claims or actions relating to the services, deliverables and this agreement shall be brought against us alone, and not against any individual;

iii) Services and Deliverables – we are providing the services and/or deliverables solely for your use and benefit for the purpose set out in this agreement or relevant deliverable. Unless otherwise provided in this agreement or as required by law, you shall not disclose a deliverable or its contents to anyone else or make benefit of the services available to anyone else or authorize any other party to rely upon a deliverable or our services;

iv) Subcontractors and service providers – we may use service providers and subcontractors to provide the services and support service delivery.

v) Confidential information – Confidential Information means information or documents we receive or produce and which are marked confidential or are manifestly confidential, but does not include information which: a) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause; b) is known to the receiving party prior to disclosure hereunder; or c) is received from a third party who owes no obligation or confidence in respect of the information. The parties subject to this engagement letter will use the others' confidential information only in relation to the services or for internal and administrative purpose, and the receiving party will not disclose confidential information except where required by law, professional obligation or as otherwise outlined in the engagement letter. You agree that we may give confidential information to third party service providers or subcontractors as long as they are bound by reasonable confidentiality obligations; and

vi) Termination – either party may terminate this agreement, for any reason, upon written notice of 30 days to the other party. We will not be liable for any loss, cost or expense arising from such termination. You agree to pay us for all services we perform and deliverables we provide up to the date of termination, including services performed, work-in-progress and expenses incurred.

Acknowledgement and Acceptance

We are pleased to have the opportunity to provide our Services to the Companies and appreciate your confidence in us.

If the services outlined herein are in accordance with your requirements and if the above terms are acceptable to you, please sign this letter in the space provided below and return it to us.

Yours very truly,

David A. Boyd, FCPA, FCA, CIRP, LIT
Resolve Advisory Services Ltd.
Davidboyd.resolve@gmail.com
(902) 448-6725

Confirmation of Terms of Engagement

Having read the above letter of engagement from Resolve Advisory Services Ltd. Dated March 1, 2024, we agree to engage David Boyd of Resolve Advisory Services Ltd. upon the terms set out therein.

On behalf of the Saltwire Network Group of Companies

Signed (Mr. Mark Lever)

Form 39.09

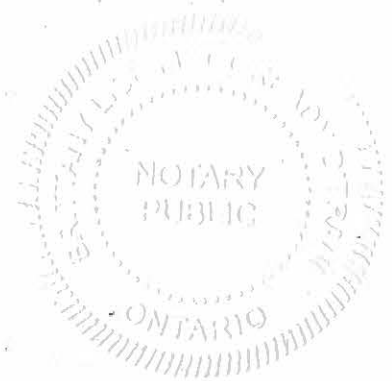
Exhibit Stamp

Hfx No.

This is Exhibit "KK" referred to in the affidavit of Russell French, sworn to before me on March 8, 2024.



Signature



**TERMS AND CONDITIONS OF
INTERIM FINANCING CREDIT FACILITY
("Interim Financing Term Sheet")**

As of March [13], 2024

WHEREAS pursuant to a credit agreement dated as of July 19, 2012 (as amended, the "**Herald Credit Agreement**") by and among The Halifax Herald Limited ("**The Herald**"), as borrower, and G.W.D Investments Ltd., Brace Capital Limited, Bounty Print Limited, Brace Properties Limited and Brace Publishing Limited, as guarantors, and Fiera Private Debt Fund III LP ("**Fund III**"), by its general partner, Fiera Private Debt Fund GP Inc., Fund III agreed to establish certain term loan facilities in favour of The Herald;

WHEREAS pursuant to a credit agreement dated as of April 12, 2017 (as amended the "**Saltwire Credit Agreement**") between Saltwire Network Inc. ("**Saltwire**"), as borrower, G.W.D Investments Ltd., Bounty Print Limited, Brace Capital Limited, the Lever Trust, Ms. Dennis, the Dennis Trust, The Herald and Brace Holdings Limited, as guarantors, and Fiera Private Debt Fund V LP, ("**Fund V**") by its general partner, Fiera Private Debt Fund GP Inc., Fund V agreed to establish certain term loan facilities in favour of Saltwire.

WHEREAS in October 2023, the Borrowers retained FTI Capital Advisors-Canada ULC ("**FTI**") to conduct a recapitalization process (the "**Recapitalization Process**") with a view to entering into one or more transaction(s) for the sale of the business and / or assets;

WHEREAS Fund III, Fund V and the Credit Parties (as defined below) have determined that it would be beneficial to the Credit Parties and their stakeholders to continue the Recapitalization Process through the implementation of a sale and investment solicitation process ("**SISP**") led by FTI in the context of restructuring proceedings to be commenced in respect of the Credit Parties (or some of them) under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**");

AND WHEREAS the Borrowers require additional financing during the CCAA proceedings;

AND WHEREAS the Interim Lender (as defined below) has agreed, subject to the terms and conditions of this Interim Financing Term Sheet, to provide such financing to the Borrowers in order to fund certain obligations of the Borrowers (as defined hereinafter) prior to and during the CCAA proceedings;

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. BORROWERS: The Halifax Herald Limited and Saltwire Network Inc.
2. GUARANTORS: G.W.D Investments Ltd., Headline Promotional Products Limited, Titan Security & Investigation Inc., Brace Capital Limited and Brace Holdings Limited (collectively, the "**Guarantors**" and together with the Borrowers, the "**Credit Parties**").
3. INTERIM LENDER: Fiera Private Debt Fund III LP and Fiera Private Debt Fund V LP (collectively, the "**Interim Lender**").
4. INTERIM FINANCING FACILITY: A senior secured super-priority, interim, non-revolving multiple draw credit facility (the "**Interim Facility**") up to a maximum principal amount of \$500,000 (the "**Facility Amount**"), subject to the terms and conditions contained herein.

Advances shall be made available to the Borrowers in \$100,000 increments or such other amounts as may be agreed to by the Interim Lender (each, a "**Advance**") which shall be provided only if the Advance Conditions have been satisfied and / or waived in the sole discretion of the Interim Lender.

Advances under the Interim Facility shall not exceed, in the aggregate, the Facility Amount.

Each Advance shall be funded upon receipt of a certificate requesting such Advance from the Borrowers in the form attached as Schedule "A" (an "**Advance Request Certificate**"). An Advance Request Certificate shall only be honoured by the Interim Lender provided that the Advance Conditions (as defined in Section **Error! Reference source not found.**) are satisfied to the satisfaction of the Interim Lender in its sole discretion as of the date on which such Advance Request Certificate is received and remain satisfied on the date of such corresponding Advance.

If the Advance Conditions are satisfied in accordance with the terms herein, each Advance shall be funded to a bank account of the Borrowers within three (3) business days following receipt of an Advance Request Certificate, or such shorter period as the Interim Lender may agree in its sole discretion. The Borrowers' bank account shall not be subject to a blocked account agreement. Advances under the Interim Facility shall be made in Canadian Dollars.

5. PURPOSE AND PERMITTED PAYMENTS:

The Borrowers shall use the proceeds of the Interim Facility solely for the following purposes, in each case in accordance with the Initial Order and the Budget (each as defined below):

- (i) to pay (i) the reasonable and documented legal fees and expenses of the Interim Lender, Resolve Advisory Services Ltd., ("**Resolve**") in its capacity as the proposed Chief Restructuring Officer (the "**CRO**"), and KSV Restructuring Inc. ("**KSV**"), in its capacity as the proposed Monitor (the "**Monitor**") and its legal counsel;
- (ii) to pay the Commitment Fee, such amount to be retained from the initial Advance in accordance with Section 12;
- (iii) to pay the interest, fees and other amounts owing to the Interim Lender under this Interim Financing Term Sheet;
- (iv) to fund, in accordance with the Budget, the Credit Parties' general corporate and working capital purposes, including funding the CCAA proceedings and the pursuit of the SISF, provided that the Interim Facility shall not be used for any other purpose other than in accordance with the Budget except with the prior written consent of the Interim Lender; and
- (v) to fund the enforcement of any of the Interim Lenders' rights and remedies available hereunder or under any ancillary

documents related thereto.

6. BUDGET AND REPORTING COVENANTS:

Attached hereto as Schedule "B" is a copy of the budget (the "**Budget**") that is in form and substance satisfactory to the Interim Lender and the Monitor. The Budget shall be the Budget referenced in this Interim Financing Term Sheet until such time as a revised Budget has been approved by the Interim Lender and the Monitor accordance with this Section 6.

Every Wednesday, commencing on March 20, 2024, the Borrowers shall, with the assistance of the Monitor, deliver to the Interim Lender a weekly update on the Budget with variance reporting provided for the immediately preceding week and cumulative period (the "**Variance Report**"), certified by a senior officer of the Borrowers. The Borrowers shall strictly adhere to the Budget in all material respects and there shall not be an unfavourable variance of more than the greater of (a) 10% and (b) \$100,000 (the "**Permitted Variance**") of the projected net cash flow and projected cash disbursements on a cumulative basis beginning on the period covered thereby, provided that the payment of the Interim Lender's fees and expenses pursuant to this agreement shall be excluded from such calculation. Upon the occurrence of a material change, or if there is a material change reasonably anticipated by the Borrowers or the Monitor to any item set forth in the Budget, the Borrowers or the Monitor shall immediately update and propose a revised budget to the Interim Lender for its consent and approval which may be unreasonably withheld.

In addition, the Borrowers, with the assistance of the Monitor, shall deliver to the Interim Lender, in form and substance satisfactory to the Interim Lender, the following information:

- (i) a weekly rolling 13-week cash flow, the whole for visibility purposes; and
- (ii) a written weekly status report on the SISP and an update call with FTI no less than weekly.

7. INITIAL ADVANCE CONDITIONS:

The Interim Lender's agreement to make any Initial Advance under the Interim Facility to the Borrowers is subject to the satisfaction, as determined by the Interim Lender in its sole and absolute discretion, of each of the following additional conditions precedent (collectively, the "**Initial Advance Conditions**"), each of which is for the benefit of the Interim Lender and may be waived by the Interim Lender:

- (a) The Credit Parties shall have executed and delivered this Interim Financing Term Sheet, and such other documents as the Interim Lender may reasonably require;
- (b) The Borrowers shall have delivered an Advance Request Certificate in respect of such Initial Advance;
- (c) The Supreme Court of Nova Scotia (the "**Court**") shall have executed an Order (the "**Initial Order**") in the CCAA

proceedings in form and substance acceptable to the Interim Lender and its legal counsel, which Initial Order shall, among other things: (i) authorize and approve the Interim Facility up to the maximum amount of the Initial Advances; and (ii) grant the Interim Financing Charge (as defined in Section 13) against the Collateral (as defined in section 13) securing all obligations owing by the Credit Parties to the Interim Lender hereunder including, without limitation, all principal, interest and Interim Financing Fees and Expenses (as defined in Section 8) (collectively, the **"Interim Financing Obligations"**, which shall be in full force and effect and shall have not been stayed, reversed, vacated, rescinded, modified or amended in any respect adversely affecting the Interim Lender unless otherwise agreed by the Interim Lender;

- (d) The Interim Financing Charge shall be granted priority over all mortgages, pledges, charges, encumbrances, hypothecs, liens and security interests of any kind or nature whatsoever (**"Encumbrances"**) granted by the Credit Parties against any of the Collateral subject in priority only to: (i) an administrative charge on the Collateral in an aggregate amount not to exceed \$250,000 (the **"Administrative Charge"**); or (ii) valid and enforceable purchase money security interests or true leasing arrangements held by parties not provided with notice of the initial application, provided that the Interim Lender reserves the right to seek further priority at subsequent motions, including in respect of the ARIO (defined below);
- (e) All orders rendered by the Court shall be in form and substance satisfactory to the Interim Lender and its legal counsel;
- (f) The Interim Lender and its counsel shall be satisfied that (i) the entering into of this Interim Financing Term Sheet, the granting of the unlimited guarantee and Interim Lender Charge and the consummation of the transactions contemplated hereby have been approved by the Credit Parties and do not violate any applicable laws, statutes, rules, by-laws and regulations and all applicable official directives, orders, judgments and decrees of any governmental authority having the force of law (**"Applicable Law"**) and (ii) service has been effected on a list of parties acceptable to the Interim Lender, which shall include, but not limited to, all secured creditors of the Credit Parties and the Canada Revenue Agency and any other parties as may be requested by the Interim Lender;
- (g) Resolve shall have been appointed CRO and KSV shall have been appointed as Monitor on such terms and with such authorities as agreed on by the Interim Lender and shall include, without limitation, the express authorization to and shall make themselves available to have direct discussions with the Interim Lender, and the Interim Lender

shall be entitled to receive information from the CRO and / or the Monitor as may be requested by the Interim Lender from time to time;

- (h) The Credit Parties, the CRO and the Monitor shall have fully cooperated with, and provided access to any information, including financial information, requested by the Interim Lender;
- (i) The Interim Lender shall be satisfied with the Budget;
- (j) The Monitor shall provide its report on the Budget to the Interim Lender and such report shall be satisfactory to the Interim Lender;
- (k) Since the date of the commencement of the CCAA proceedings, there shall not have occurred any payment, prepayment, redemption, purchase or exchange of any pre-filing indebtedness or equity, or amendment or modification of any of the terms thereof, except as permitted by the terms of an Order of the Court and the aggregate amount of all such pre-filing amounts do not exceed the amount provided for this purpose in the Budget;
- (l) The Interim Lender is satisfied that no change in the business, assets or conditions (financial or otherwise) of the Credit Parties, that will, in the Interim Lender's judgment acting reasonably, materially further impair the Credit Parties' financial condition or ability to comply with its obligations under this Interim Financing Term Sheet or any Court order shall have occurred;
- (m) The Interim Lender is satisfied that the Collateral remains sufficient to secure the obligations of the Credit Parties to the Interim Lender under this Interim Financing Term Sheet, in the Interim Lender's judgment, acting reasonably;
- (n) The Commitment Fee shall have been paid, or will be paid from the proceeds of the Initial Advance within such period of time as is acceptable to the Interim Lender in its sole and absolute discretion;
- (o) The representations and warranties made by (or in respect of) the Credit Parties under this Interim Financing Term Sheet) are true and correct in all material respects as of the date of such requested Initial Advance (unless stated to relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date) and will remain true and correct in all material respects immediately following the making of such Initial Advance;
- (p) The Interim Lender shall have received all "know your client" information it may reasonably require; and

- (q) No default or Event of Default has occurred or will occur as a result of the requested Initial Advance.

For greater certainty, the Interim Lender shall not be obligated to make any Advance pursuant to this Interim Financing Term Sheet unless and until all of the foregoing conditions have been satisfied or waived and all of the foregoing documentation and confirmations have been obtained, each in form and content satisfactory to the Interim Lender.

SUBSEQUENT ADVANCE
CONDITIONS

In addition the Initial Advance Conditions, any subsequent Advance requested after March 22, 2024 (a "**Subsequent Advance**") shall be subject to the following conditions:

- (a) The Court shall have granted an amended and restated initial order ("**ARIO**") that, among other things, (i) authorizes and approves the Interim Facility up to the maximum amount of \$500,000; and (ii) grants the Interim Financing Charge (as defined in Section 13) against the Collateral (as defined in section 13) securing the Interim Financing Obligations, which shall be in full force and effect and shall have not been stayed, reversed, vacated, rescinded, modified or amended in any respect adversely affecting the Interim Lender unless otherwise agreed by the Interim Lender;
- (b) The Court shall have granted an order (the "**SISP Order**") approving the terms of the SISP which shall be on terms and conditions satisfactory to the Interim Lender (including with respect to milestones and outside date for completion).

8. COSTS AND EXPENSES:

The Borrowers shall pay all of the Interim Lender's reasonable legal and financial advisor fees and out-of-pocket disbursements and any costs of realization or enforcement, in each case in connection with or otherwise related to the Interim Facility, the Interim Lender Charge and / or the CCAA proceedings (collectively, the "**Interim Financing Fees and Expenses**") within 5 business days after presentation of such invoices.

9. REPAYMENT:

The aggregate principal amount owing under the Interim Facility, together with all accrued and unpaid interest, fees and prepayment obligations, if applicable, and all fees, expenses and other amounts incurred by the Interim Lender in connection with the Interim Facility shall be repayable in full on the earlier of:

- (i) the date on which the Interim Lender demands repayment of the Interim Facility upon the occurrence of an Event of Default;
- (ii) the date of the termination of the stay period in the CCAA proceedings or the CCAA proceedings are converted into a bankruptcy or a receivership;
- (iii) the date on which the stay in the CCAA proceedings is lifted, in whole or in part, without the prior written consent of the Interim Lender;

- (iv) the date on which all or substantially all of the Collateral has been sold; and
- (v) the date that is six (6) months following granting of the Initial Order;

(the earliest of such dates being the “**Maturity Date**”).

The Maturity Date may be extended from time to time at the request of the Borrowers and with the prior written consent of the Interim Lender for such period and on such terms and conditions as the Borrowers and the Interim Lender may agree, subject to approval from the Court if so required.

The commitment in respect of the Interim Facility shall expire on the Maturity Date (as may be extended pursuant to the terms hereof) and all amounts outstanding under the Interim Facility shall be repaid in full no later than the Maturity Date (as may be extended pursuant to the terms hereof), without the Interim Lender being required to make demand (or, in the case of clause (i) above, further demand) upon the Borrowers or to give notice that the Interim Facility has expired and the obligations are due and payable.

All payments received by the Interim Lender shall be applied first to any fees due hereunder and out-of-pocket disbursements, then to accrued and unpaid interest and then after all such amounts are paid in full, to principal.

10. PREPAYMENT:

The Borrowers may prepay any amounts outstanding under the Interim Facility, without penalty, at any time prior to the Maturity Date. The Facility Amount shall automatically be reduced by the amount of such prepayment and the amount prepaid may not be subsequently reborrowed.

11. INTEREST RATE:

Interest shall be charged on the aggregate principal amount outstanding of the Interim Facility from the date each such Advance is made, both before and after maturity, demand, default, or judgment until payment in full at an annual rate equal to 8.00%. Interest is calculated on a daily basis and is payable monthly in arrears on the first business day of each month. The Borrowers hereby instruct and authorize the Interim Lender to debit the Interest Reserve, on the first day of each month, in an amount equal to the interest due and payable.

12. COMMITMENT FEE:

A commitment fee of 1.00% (\$5,000), plus applicable taxes, is fully earned by the Interim Lender upon execution of this Interim Financing Term Sheet and shall be and deducted from the initial Advance (the “**Commitment Fee**”).

The Credit Parties agree that the aggregate of the interest rate and Commitment Fee do not contravene the *Criminal Code of Canada*.

13. SECURITY:

All Interim Financing Obligations of the Credit Parties under or in connection with the Interim Facility and any of the credit documentation shall be secured by a Court-ordered Charge (the

“Interim Financing Charge”) on all present and after-acquired personal and real property of the Credit Parties, in each case of any kind or nature whatsoever and wheresoever situated (collectively, the “Collateral”) without the need for any further loan or security documentation or any filings or registrations in any public register or system.

Upon the request of the Interim Lender, the Credit Parties shall enter into such additional security documentation as the Interim Lender, acting reasonably, shall request. The Interim Lender may require or proceed with the execution, filing or recording of registrations or financing statements.

The Guarantors hereby guarantee in favour of the Interim Lender, the payment and performance of all of the Interim Financing Obligations of the Borrowers under or in connection with this Interim Financing Term Sheet.

14. REPRESENTATIONS AND WARRANTIES:

Each Credit Party represents and warrants to the Interim Lender, upon which the Interim Lender is relying in entering into this Interim Financing Term Sheet, that:

- (a) The transactions contemplated by this Interim Financing Term Sheet:
 - (i) are within the corporate power of such Credit Party;
 - (ii) have been duly executed and delivered by or on behalf of such Credit Party;
 - (iii) upon the granting of the Initial Order, shall constitute legal, valid and binding obligations of such Credit Party, enforceable against such Credit Party in accordance with their terms; and
 - (iv) upon the granting of the Initial Order, do not require any material authorization from, the consent or approval of, registration or filing with, or any other action by, any governmental authority or any third party.
- (b) None of the reports, financial statements, certificates or other written information furnished by or on behalf of the Credit Parties to the Interim Lender and its legal counsel in connection with the negotiation of this Interim Financing Term Sheet or delivered with respect thereto (as modified or supplemented by other information so furnished), contains any misstatement of material fact or omits to state any material fact necessary to make the statements therein, taken as a whole, in the light of the circumstances under which it was made, not materially misleading;
- (c) Such Credit Party has been duly incorporated and is validly existing under the law of its jurisdiction of incorporation and is duly qualified, licensed or registered to carry on business under the laws applicable to it in all

jurisdictions in which the nature of its assets or business makes such qualification necessary;

- (d) Such Credit Party maintains adequate insurance coverage, as is customary with companies in the same or similar business (except with respect to directors' and officers' insurance in respect of which no representation is made regarding adequacy of coverage) of such type, in such amounts and against such risks as is prudent for a business of its nature with financially sound and reputable insurers and that contains reasonable coverage and scope;
- (e) Other than as has been disclosed to the Interim Lender, such Credit Party has maintained and paid current its obligations for payroll, source deductions, harmonized, goods and services and retail sales tax, and all other applicable taxes, and is not in arrears of its statutory obligations to pay or remit any amount in respect of these obligations;
- (f) No Credit Party is aware of any person with a secured claim against a Credit Party or the Collateral that would rank in priority to or *pari passu* with the Interim Lender's Charge (other than the Administration Charge) or any other security granted hereunder;
- (g) There are no actions, suits or proceedings (including any tax-related matter) by or before any arbitrator or governmental authority or by any other person pending against or, to the knowledge of the Credit Parties, threatened against or affecting a Credit Party;
- (h) All payments to shareholders and directors of such Credit Party or any other related party, whether under contract or otherwise, including bonus payments, transaction payments, change of control payments, management fees, consulting or advisory fees or amounts payable in respect of reimbursement, to the extent known and contemplated for future payments, have been included in the Budget and separately disclosed to the Interim Lender; and

15. AFFIRMATIVE COVENANTS:

Each Credit Party agrees to do, or cause to be done, the following, unless otherwise consented to or waived in writing by the Interim Lender:

- (a) In connection with matters related to the Interim Facility or compliance of such Credit Party with its obligations pursuant to this Interim Financing Term Sheet (i) provide representatives of the Interim Lender and its agents with reasonable access to the books and records, Collateral, financial information and electronic data rooms of or maintained by such Credit Party, and (ii) cause management and legal counsel of the Credit Party, to cooperate with requests for information by the Interim

Lender or its legal counsel, in each case subject to solicitor-client privilege, all Court orders and applicable privacy laws and the Credit Party's confidentiality obligations to third parties;

- (b) Keep the Interim Lender apprised on a timely basis of all material developments with respect to the business and affairs of such Credit Party and the CCAA proceedings, including all material matters relating to the SISF or any Transaction;
- (c) Deliver to the Interim Lender the reporting and other information reasonably requested by them from time to time as set out in this Interim Financing Term Sheet including, without limitation, the Variance Reports at the times set out herein;
- (d) Use the proceeds of the Interim Facility only in accordance with Section 5 hereof and in accordance with the restrictions set out herein and pursuant to the Budget;
- (e) Conduct its business, including the making of all payments, in accordance and compliance with the Budget;
- (f) Promptly notify the Interim Lender of the occurrence of any Event of Default and any other event or circumstance that may negatively impact the Budget, including any material change in its contractual arrangements or with relationships with third parties;
- (g) Maintain in good standing at all times all insurance coverage as is customarily carried by companies which are engaged in the same or similar business to the business of the Credit Parties or as otherwise may be required by the Interim Lender;
- (h) Comply with the CCAA proceedings; and
- (i) Provide the Interim Lender's legal counsel with draft copies of all material motions, applications or proposed orders that such Credit Party intends to file in the CCAA proceedings as soon as is reasonably practicable in advance of the notification and filing of such materials; provided that all such filings by the Credit Party shall be in form and substance acceptable to the Interim Lender and its legal counsel.

16. NEGATIVE COVENANTS:

Each Credit Party covenants and agrees not to do the following while any obligations hererunder remain outstanding, other than with the prior written consent of the Interim Lender:

- (a) Make any payment of principal or interest in respect of any indebtedness outstanding other than in respect of the Herald Credit Agreement and the Saltwire Credit Agreement;

- (b) Permit any new liens to exist on any of its properties or assets, other than the Encumbrances approved by the Interim Lender, which approved Encumbrances shall include a Directors' Charge (as defined in the Initial Order) in the maximum amount of \$1.075 million which shall rank subordinate to the Interim Financing Charge;
- (c) Disclaim, resiliate or terminate any material contract;
- (d) Terminate the CRO;
- (e) Merge, amalgamate, consolidate, reorganize, or sell any assets outside of the ordinary course of business other than in accordance with the SISP;
- (f) Make any acquisitions, investments or loans to any party or guarantee the obligations of any party;
- (g) Incur or enter into any debts, liabilities or obligations, including, without limitation, guarantees and contingent obligations, except in the ordinary course of business;
- (h) Make or permit any dividends or distributions (whether by reduction of capital or otherwise) with respect to its shares or directly or indirectly purchase, redeem or otherwise acquire or retire any of its shares;
- (i) Conduct any business or engage in any transaction with an affiliate or non-arm's length person unless such business or transaction is on terms which would apply to an arm's length transaction; and
- (j) Use the proceeds from the Interim Facility for anything other than the purpose as stated herein, and will not be used to repay or refinance existing debt obligations of the Credit Parties, to make shareholder contributions, shareholder loans, loans to parties related to the Credit Parties, to pay interest on shareholder loans, interest on loans to parties related to the Credit Parties, pay management fees, buy back stock, issue stock options, or pay any bonuses or increase executive compensation.

17. CCAA PROCEEDINGS:

The Interim Lender shall be an unaffected creditor for the purpose of the CCAA Proceedings and any plan of arrangement filed therein.

18. EVENTS OF DEFAULT:

The following events shall constitute events of default (each, an "**Event of Default**"):

- (a) If the Borrowers fails to pay to the Interim Lender when due any amount of principal, interest, fees or other amounts under this Interim Financing Term Sheet;
- (b) if the Borrowers deviates from the Budget (other than a Permitted Variance);

- (c) if the Initial Order is not obtained in form and substance satisfactory to the Interim Lender on or before March 13, 2024, and the ARIO, in each case in form and substance satisfactory to the Interim Lender, is not obtained on or before March 22, 2024;
- (d) the seeking or support by the Borrowers of any Court order (in the CCAA proceedings or otherwise) to which the Interim Lender, in its sole discretion, does not consent, including, without limitation any proposed CRO other than Resolve and any proposed Monitor other than KSV;
- (e) any breach by any Credit Party in the observance or performance of any provision, covenant (affirmative or negative) or agreement contained in this Interim Financing Term Sheet, provided, that, in the case of a breach of any affirmative covenant, such breach remains unremedied for longer than three (3) business days;
- (f) if the Interim Lender determines, acting reasonably, that a material adverse change has occurred after the date hereof;
- (g) if the Initial Order or the ARIO are varied without the prior written consent of the Interim Lender or any other Order is made which is or may be prejudicial to the Interim Lender's interests;
- (h) if any person challenges the enforceability of any of the rights of the Interim Lender hereunder or pursuant to the DIP Order, and any such challenge has not been dismissed or determined by the Court within 15 days;
- (i) the Interim Lender in good faith and on commercially reasonable grounds believes the prospect of payment of the Interim Facility or any other amounts payable hereunder or the performance of the Borrowers' other obligations hereunder or under any of the security granted in connection herewith is impaired or that any of the assets, properties or undertakings of the Borrowers hereunder or under any security or other document granted in connection herewith is or is about to be placed in jeopardy;
- (j) the stay in the CCAA proceedings is lifted or the CCAA proceedings are terminated or converted to bankruptcy or receivership proceedings or any order is granted by the Court (or any court of competent jurisdiction) granting relief from the stay of proceedings during the CCAA proceedings, unless agreed by the DIP Lender, acting reasonably;
- (k) the sale, transfer, assignment, conveyance or lease of substantially all of the business or assets of any of the Credit Parties that has not been approved or consented to by the Interim Lender in writing; and

- (l) the filing of any plan of reorganization, arrangement or liquidation to which the Interim Lender does not consent

19. REMEDIES:

Upon the occurrence and continuance of an Event of Default, the Interim Lender may, upon written notice to the Borrowers and the Monitor:

- (a) terminate the Interim Facility;
- (b) on prior notice to the Borrowers and the service list of no less than three (3) business days, apply to the Court for the appointment of an interim receiver or a receiver and manager of the undertaking, property and assets of the Borrowers or for the appointment of a trustee in bankruptcy of the Borrowers;
- (c) exercise the powers and rights of a secured party under any legislation; and
- (d) exercise all such other rights and remedies under the Interim Financing Term Sheet and Orders of the Court in the CCAA proceedings.

20. INDEMNITY:

Each Credit Party agrees to indemnify and hold harmless each of the Interim Lender and its respective directors, officers, employees, advisors and agents (all such persons and entities being referred to hereafter as "**Indemnified Persons**") from and against any and all actions, suits, proceedings, claims, losses, damages and liabilities of any kind or nature whatsoever (excluding indirect or consequential damages and claims for lost profits) which may be incurred by or asserted against any Indemnified Person as a result of or arising out of or in any way related to the Interim Facility or this Interim Financing Term Sheet and, upon demand, to pay and reimburse any Indemnified Person for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding or claim; provided, however, such Credit Party shall not be obligated to indemnify any Indemnified Person against any loss, claim, damage, expense or liability (i) to the extent it resulted from the gross negligence, wilful misconduct or intentional breach of such Indemnified Person as finally determined by a court of competent jurisdiction, or (ii) to the extent arising from any dispute solely among Indemnified Persons other than any claims arising out of any act or omission on the part of such Credit Party.

21. INTERIM LENDER'S APPROVALS:

Any consent, agreement, amendment, approval, waiver or instruction of the Interim Lender to be delivered hereunder, may be delivered by any written instrument, including by way of electronic mail, by legal counsel on behalf of the Interim Lender.

22. NOTICES:

Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by email to such party at its address set out on its signature page hereof, with a copy to counsel.

Any such notice shall be deemed to be given and received when received, unless received after 5:00 p.m. Eastern Time or on a day

other than a business day, in which case the notice shall be deemed to be received the next business day.

23. COUNTERPARTS AND SIGNATURES:

This Interim Financing Term Sheet may be executed in any number of counterparts and by facsimile, PDF or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

24. ASSIGNMENT

The Credit Parties (or any of them) shall not assign this Interim Financing Term Sheet or any of the provisions set out herein without the consent of the Interim Lender in its sole and absolute discretion. The Interim Lender may assign or sell its rights or obligations with respect to this Interim Financing Term Sheet to any person without the prior written consent of the Credit Parties.

25. GOVERNING LAW AND JURISDICTION:

This Interim Financing Term Sheet shall be governed by, and construed in accordance with, the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

(Signatures on following page)

IN WITNESS HEREOF, the parties hereby execute this Interim Financing Term Sheet as at the date first above mentioned.

FIERA PRIVATE DEBT FUND III LP,
by its general partner, **FIERA PRIVATE DEBT
FUND GP INC.**

Per: _____
Name: Russell French
ASO

Per: _____
Name: Brian Ko
ASO

THE HALIFAX HERALD LIMITED

Per: _____
Name:
Title:

TITAN SECURITY & INVESTIGATION INC.

Per: _____
Name:
Title:

**HEADLINE PROMOTIONAL PRODUCTS
LIMITED**

Per: _____
Name:
Title:

FIERA PRIVATE DEBT FUND V LP,
by its general partner, **FIERA PRIVATE DEBT
FUND GP INC.**

Per: _____
Name: Russell French
ASO

Per: _____
Name: Brian Ko
ASO

SALTWIRE NETWORK INC.

Per: _____
Name:
Title:

BRACE CAPITAL LIMITED

Per: _____
Name:
Title:

BRACE HOLDINGS LIMITED

Per: _____
Name:
Title:

SCHEDULE "A"

ADVANCE REQUEST CERTIFICATE

TO: **FIERA PRIVATE DEBT FUND III LP** and **FIERA PRIVATE DEBT FUND V LP**
(collectively, the "Interim Lender")

TO: **KSV RESTRUCTURING INC.**

FROM: **THE HALIFAX HERALD LIMITED** and **SALTWIRE NETWORK INC.**
(collectively, the "Borrowers")

DATE: ●, 2024

1. This certificate is delivered to you, as Interim Lender, in connection with a request for an Advance pursuant to the Interim Financing Term Sheet made as of March ●, 2024 between the Borrowers, the Interim Lender and the Guarantors with the intervention of the Monitor, as amended, supplemented, restated or replaced from time to time (the "Term Sheet"). All defined terms used, but not otherwise defined in this certificate shall have the respective meanings set forth in the Term Sheet, unless the context requires otherwise.
2. The Borrowers hereby request an Advance in an amount of \$● to be made on ●.
3. The representations and warranties set forth in the Term Sheet are and shall be true and accurate.
4. No event has occurred and is continuing which constitutes an Event of Default or which would constitute an Event of Default with the giving of notice or lapse of time or both.
5. All conditions precedent to the requested Advance pursuant to the Term Sheet have been satisfied and all supporting evidence required by the Interim Lender is attached hereto.

THE HALIFAX HERALD LIMITED

Name:
Title:
I have authority to bind the corporation.

SALTWIRE NETWORK INC.

Name:
Title:
I have authority to bind the corporation.

SCHEDULE "B"

BUDGET

SUPREME COURT
OF NOVA SCOTIA

53 14 63

MAR 11 2024

HALIFAX, N.S.

VOLUME II

AFFIDAVIT OF RUSSELL FRENCH

SUPREME COURT
OF NOVA SCOTIA

53 14 63

MAR 11 2024

HALIFAX, N.S.

VOLUME III

AFFIDAVIT OF RUSSELL FRENCH