Court File No. S1-GS-27628

IN THE SUPREME COURT OF PRINCE EDWARD ISLAND

IN THE MATTER OF THE RECEIVERSHIP OF:

SILVER HILL FUR FARM LTD.

PURSUANT TO Section 44 of the *Judicature Act,* R.S.P.E.I. 1988, Cap. J-2.1 (the "Judicature Act"), Rule 41 of the Rules of Court of Prince Edward Island and Section 243(1) of the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3 as amended (the "BIA")

BETWEEN:

BANK OF NOVA SCOTIA

APPLICANT

- and –

SILVER HILL FUR FARM LTD.

RESPONDENT

FIRST REPORT OF THE RECEIVER – 12 MAY 2017

INTRODUCTION AND BACKGROUND

1. In connection with the application of the Bank of Nova Scotia ("**BNS**" or the "**Bank**") pursuant to section 44 of the *Judicature Act* (Prince Edward Island), Rule 41 of the *Rules of Court* of Prince Edward Island, and section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) that was heard by the Honourable Gordon L. Campbell of the Supreme Court of Prince Edward Island on 29 March 2017, Ernst & Young Inc. ("**EYI**") was appointed receiver and receiver manager (the "**Receiver**") without security, of all of the assets, undertakings and properties of the Respondent ("**SHFF"** or the **"Company**") whether in its name or in the name of the predecessor corporations Silver Hill Fur Farms Ltd., Silver Hill Fur and Feeds Inc., Silverhill Transport Ltd. and CJ Gavin Holdings Inc., including all proceeds thereof (collectively the "**Property**").

2. The 29 March 2017 order (the "**Receivership Order**"), attached hereto and marked as **Appendix A**, authorized the Receiver, among other things:

    a. To take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

b. To receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

c. To engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

d. To receive and collect all monies and accounts now owed or hereafter owing to the Respondent and to exercise all remedies of the Respondent in collecting such monies, including, without limitation, to enforce any security held by the Respondent;

e. To report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable; and

f. To take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

3. A companion cooperation order (the "**Cooperation Order**") was also issued on 29 March 2017 by this Honourable Court clarifying cooperation, access and information responsibilities of Cooperating Parties (as defined within the Cooperation Order) in relation to such requests by the Receiver. The Cooperation Order, attached hereto and marked as **Appendix B**, requires among other things that Casey Gavin provide any and all electronic devices used in relation to the operations of the Respondent including, without limitation, all cell phones, smartphones, computers, tablets or other devices on which information related to the Respondent and the Property may be located.

PURPOSE OF REPORT

4. The purpose of this first report (the "**First Report**") is to report to this Honourable Court on matters relating to the activities of the Receiver since its appointment on 29 March 2017, including but not limited to our investigative activities associated with the Property and various other administrative matters addressed by the Receiver during the administration to date. The Receiver has organized its comments within this First Report as follows:

    a. Terms of Reference;

    b. Initial Activities of the Receiver;

c. Cash and Banking;

d. Cell Phone;

e. Bell Canada Order;

f. Equipment Review;

g. Breeder Mink;

h. Additional Missing Mink;

i. Frozen Pelt Inventory; and

j. Overview and Conclusions

   - Return of Property Order
   - Preservation of Property Order
   - Bell Canada Order

TERMS OF REFERENCE

5. In preparing this First Report, the Receiver has been provided with, and has relied upon unaudited historical financial statements, other unaudited financial information and projections prepared by the Respondent, the books and records of the Respondent, discussions with the management and employees of the Respondent, and other information from various sources. The Receiver has assumed that the information it has been provided is accurate and complete however as noted herein there are conflicting representations made by differing parties. The Receiver did not audit, review or otherwise attempt to verify the accuracy or completeness of the information. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to the information presented in this First Report or relied upon by the Receiver in preparing this First Report. Further, the nature of the Receiver's work completed in these proceedings will not necessarily disclose errors, misstatements, irregularities or illegal acts, if such exist, on the part of the Respondents, or its officers or employees or in the information.

6. All references to monetary amounts in this First Report are in Canadian dollars unless otherwise noted.

7. Capitalized terms not defined in this First Report are as defined in the Receivership Order.

8. Copies of court materials in these proceedings may be obtained from the Receiver's website established in connection with the Respondent (www.ey.com/ca/shff).

INITIAL ACTIVITIES OF THE RECEIVER

9. Immediately following its appointment, the Receiver arranged to meet Mr. Casey Gavin ("**C. Gavin**") at the SHFF premises in Tignish, PEI (the "**Premises**"). The primary purpose of the initial meeting with C. Gavin was to:

   a. Advise C. Gavin of the 29 March 2017 court hearing and the issuance by this Honourable Court of the Receivership Order and the Cooperation Order and serve C. Gavin with copies of same;

   b. Discuss a series of 8 March 2017 cash withdrawals from various SHFF Tignish Credit Union bank accounts totalling $36,386.62;

   c. Take possession of C. Gavin's cell phone with cell number 902 856-1421 (the "**Cell Phone**") pursuant to the terms of the Cooperation Order;

   d. Review the contents on an equipment listing which the Receiver developed from the Company's records and records secured from the Company's external accountant Grant Thornton (the "**Books and Records**"); and

   e. Confirm the Receivers understanding of the events leading to the alleged loss of approximately 20,000 breeder mink during the first week of March 2017.

CASH & BANKING

10. The Receiver confirmed with C. Gavin that it had identified a series of bank accounts held at the Tignish Credit Union (the "**Tignish Accounts**") in the name of SHFF. The existence and usage of these bank accounts was a violation of the Company's lending agreement with the Bank. The Receiver confirmed that two separate withdrawals totalling $36,386.62 ($30,247.62 and $6,139.00) had been made from the Tignish Accounts on 8 March 2017 one (1) day prior to the Company assigning itself into bankruptcy.

11. On 29 March 2017, C. Gavin advised the Receiver that he could not recall the specifics of the withdrawals, however, he went on to advise that if withdrawals had occurred the funds would have been used to discharge Company debts.

12. The Receiver subsequently met with representatives from the Tignish Credit Union to obtain additional information on the withdrawals. Representatives from the Tignish Credit Union confirmed that Rose Gavin ("**R. Gavin**"), C. Gavin's mother and Leigh Gavin's ("**L. Gavin**") wife, withdrew

$36,386.62 in cash from the Tignish Accounts on 8 March 2017. Copies of the bank statement and withdrawal slips are attached as **Appendix C.**

13. Mr. John McArthur, Manager Financial Services with the Tignish Credit Union confirmed to the Receiver that R. Gavin, L. Gavin, C. Gavin and Joyce Ann Gavin ("**J.A. Gavin**") were all signing officers for SHFF under the Tignish Accounts.

14. The Receiver believes the withdrawals from the Tignish Accounts on the eve of the Company filing an assignment into bankruptcy was done solely in an attempt to defeat the interests of the SHFF secured creditors who otherwise would have benefitted from the cash on hand. As such, the Receiver issued a demand letter to both R. Gavin and C. Gavin demanding repayment of the $36,386.62. A copy of the demand letter is attached as **Appendix D**.

15. The Receiver has spoken with C. Gavin and L. Gavin on various occasions during the month of April with respect to the cash withdrawals. C. Gavin subsequently confirmed that he did direct R. Gavin to make the withdrawals from the Tignish Accounts but no information in relation to the current location or usage of the withdrawn funds has been provided, except that C. Gavin has confirmed that the money has been spent. As of the date of this First Report no formal response to the Receivers demand letter has been provided nor has the $36,386.62 been returned.

CELL PHONE

16. At approximately 3:00 pm on 29 March 2017, the Receiver contacted C. Gavin via his Cell Phone and copies of the Receivership Order and the Cooperation Order were served on C. Gavin shortly thereafter. The Receiver directed C. Gavin's attention to paragraph 3 of the Cooperation Order and asked that the Cell Phone be turned over to the Receiver. C. Gavin initially refused the Receiver's request pending a discussion with his solicitor.

17. At the same time the Receiver was meeting with C. Gavin, counsel for the Receiver (Cox & Palmer) was communicating with C. Gavin's former solicitor Mr. Stephen McKnight of Key Murray Law to advise of the issuance of the Receivership and Cooperation Orders. A telephone call and a series of e-mails were exchanged between counsel. Mr. McKnight confirmed that his advice for his client would be to cooperate with the Receiver's requests including our request to take possession of the Cell Phone.

18. At approximately 5:30 pm, C. Gavin provided an older model Samsung cell phone (the "**Old Phone**") to the Receiver. The Receiver examined the Old Phone but discovered the battery was without charge.

19. On 30 March 2017, the Receiver returned to the Premises to continue its investigation. The Receiver

questioned C. Gavin if the Old Phone provided the previous evening was the cell phone having cell number (902) 856-1421 (i.e. the “Cell Phone”). C. Gavin confirmed that it was **not** and clarified that the unit provided to the Receiver was an older phone previously used by C. Gavin and not the Cell Phone. The Receiver re-iterated its earlier demand that the Cell Phone be provided. C. Gavin advised the Receiver that the Cell Phone had been lost. The alleged loss of the phone presumably occurred sometime between the early evening hours of 29 March 2017 and the early morning hours of 30 March 2017.

20. The Receiver clarified the need pursuant to paragraph 3 of the Cooperation Order for C. Gavin to provide the Receiver with the Cell Phone. The Receiver requested that C. Gavin take some additional time and attempt to find the recently lost Cell Phone. In addition, at the Receiver’s request the RCMP visited the Premises and asked C. Gavin to deliver the Cell Phone to them pursuant to the terms of the Cooperation Order. C. Gavin advised the RCMP that he had lost the Cell Phone. Despite the Receiver’s requests and the RCMP’s requests the Cell Phone has not been produced.

BELL CANADA ORDER

21. As a result of the Receiver being unable to retrieve the Cell Phone a request was made to Bell Canada to obtain copies of the detailed historical call logs associated with account #510764488 (the “**Bell Account**”). Bell Canada confirmed there were five (5) cell phone numbers maintained in SHFF’s name under the Bell Account including (902) 856-1421. The Receiver understands the cell phone numbers assigned to account #510764488 include numbers used by C. Gavin, his children and his wife J.A Gavin. In the course of the Receivers investigation we had the opportunity to question J.A. Gavin on the location of her cell phone. J.A. Gavin advised the Receiver that her cell phone had also been lost.

22. The Receiver believes that individuals or organizations with knowledge associated with the whereabouts of the missing Breeder Mink (as later defined within the First Report) may be identified from a review of SHFF’s cell phone records.

23. Bell Canada takes the position that they are prohibited under section 7(3) of the *Personal Information Protection and Electronic Documents Act* (“**PIPEDA**”) from providing detailed records which may potentially disclose personal information without knowledge or consent of a user without a further order of the Court. In order for Bell Canada to disclose this information, they require a Court Order that specifically compels them to disclose records that might contain personal information of users on the above noted account. Bell Canada takes this position notwithstanding paragraph 3 of the Cooperation Order that required C. Gavin to produce electronic devices containing call and text logs.

24. Counsel for the Receiver and counsel for Bell Canada have jointly developed draft order language which addresses Bell Canada’s concerns. The draft order language is attached as **Appendix E**

along with a letter from Bell Canada's counsel setting out its position.

EQUIPMENT REVIEW

25. Attached as **Appendix F** is a consolidated equipment listing (the "**Equipment List**") prepared by the Receiver from its review of the Books and Records. The Receiver and C. Gavin reviewed the Equipment List and discussed the current location of items included therein. C. Gavin advised the Receiver that various items included within the Equipment List were no longer owned by SHFF as a result of different sales to arms-length and non-arms-length parties. In addition, there were certain pieces of equipment where C. Gavin simply could not recall what happened to the equipment other than to advise that the equipment was no longer on site or in certain instances that he had no knowledge of the existence of the equipment.

26. The Receiver and an equipment appraiser engaged by the Receiver toured the Premises with the assistance of C. Gavin and L. Gavin to identify and inspect the equipment on site. As noted above, certain SHFF units had reportedly been sold to non-arms-length parties including L. Gavin and companies controlled by L. Gavin. Certain pieces of equipment which were reportedly subject to these non-arms-length sales were still located on the Premises or on lands adjacent to the Premises. On 30 March 2017 the Receiver asked that supporting documentation associated with all non-arms-length sales be produced for the Receiver's review.

27. The Receiver commissioned an appraisal of all equipment found on the Premises. A copy of the appraisal report is not being filed with this First Report as releasing appraisal information could negatively affect the Receiver's equipment sales process which will be completed in the fullness of time.

28. The Receiver has segregated the Equipment List into the following categories:

    a. SHFF Equipment – No Ownership Dispute – Assets Removed From Site;

    b. SHFF Equipment – Assets Remain on Site – Certain Items Subject to Disputed Ownership;

    c. SHFF Equipment – Subject to Non-Arms-Length Sale Transactions;

    d. SHFF Equipment – Assets subject to PPSA Registrations by Equipment Lessors; and

    e. SHFF Equipment – Assets Not Found

SHFF Equipment – No Ownership Dispute – Assets Removed From Site

29. As noted above, the Equipment List was assembled from SHFF Books and Records. C. Gavin and L. Gavin advised the Receiver that certain pieces of equipment had previously been sold to L. Gavin

or companies controlled by L. Gavin. On 30 March 2017 the Receiver requested supporting documentation associated with all non-arms-length sales be produced. As of 18 April 2017 no information had been provided.

30. The Receiver made arrangements to retrieve and store at a third party secure location SHFF equipment (as reported in the Books and Records) found at the Premises including equipment allegedly subject to various non-arms-length sales as no supporting documentation had been provided.

31. On 18 April 2017, the Receiver and its equipment retrieval provider attended the Premises with the intention of removing the equipment. Given the sensitivity of the situation the Receiver also requested members of the RCMP be on site to assist if necessary. C. Gavin was not on site the morning of 18 April 2017 however L. Gavin was.

32. The Receiver advised L. Gavin of its intentions to remove the SHFF equipment from site which led to a series of invoices and cancelled cheques being provided to the Receiver in support of the non-arms-length sales. Additional information with respect to the supporting information and the non-arms-length transactions is discussed below.

33. The Receiver removed 8 primary pieces of SHFF equipment from the Premises which were not subject to ownership disputes.

SHFF Equipment – Assets Remain on Site – Certain Items Subject to Disputed Ownership

34. The process of removing equipment from the Premises was complicated by the late production of the non-arms-length support materials and the Receivers decision to remove / not remove certain pieces. Out of an abundance of caution, the Receiver elected not to remove equipment where ownership interests were disputed pending further analysis. The second equipment category identified on Appendix F includes 7 pieces of equipment identified within the Books and Records. L. Gavin claims to own 4 of these pieces however to date no supporting documentation has been produced to support L. Gavin's claim. The remaining items which are not subject to ownership disputes remain on site as the Receiver's equipment retrieval provider was unable to fit those pieces on their trucks on the dates engaged.

35. The Receiver has advised the Gavin's of its reservation of rights with respect to equipment not yet removed from site.

SHFF Equipment – Subject to Non-Arms-Length Sale Transactions

36. Attached as **Appendix G** are the support materials provided to the Receiver by J.A. Gavin and R. Gavin on 19 April 2017 in relation to 5 pieces of equipment subject to non-arms-length sales. In

addition, the Receiver was able to secure supporting documentation associated with two other non-arms-length transactions involving a 2014 Dodge Ram 1500 4 x 4 (attached as **Appendix H)** and a New Holland T6030 Tractor (attached at **Appendix I**). These seven (7) items were reported as Company assets within the Books and Records. Details associated with these non-arms-length transactions follows:

Equipment Description	Sale Price	EY Appraised Value	Value of Transactions at Undervalue	Purchaser	Transaction Date
Toyota Forklift	$7,000	$5,000	$0	Gavco Fishing Enterprise	13-Oct-16
New Holland Square Baler	$10,000	$11,000	$1,000	Gavco Fishing Enterprise	13-Oct-16
Bale Baron	$40,000	$65,000	$25,000	Leigh Gavin	13-Oct-16
Shadow Horse Trailer	$9,000	Not available	To be determined	Leigh Gavin	09-Sep-16
2016 Dodge Ram 2500 4 x 4	$35,000	$59,000	$24,000	Leigh Gavin	09-Sep-16
2016 Dodge Ram 1500 4 x 4	$30,062	$46,000	$15,938	Rose Gavin	15-Aug-16
New Holland T6030	nil	$35,000	$22,500	Gavco Fishing Enterprise	XX-Jul-13
		Total	**$88,438**		

37. Support documentation provided by J.A. Gavin and R. Gavin indicates that SHFF sold a Toyota Forklift, New Holland Square Baler and a Bale Baron to L. Gavin or a company controlled by L. Gavin on 13 October 2016. The documented sales price for these 3 units totals $57,000 compared to the appraised values obtained by the Receiver of $81,000.

38. The non-arms-length sale appears to be at undervalue and is reviewable by the Trustee in Bankruptcy. Furthermore, the Receiver has confirmed with the Bank and Finance PEI that neither secured creditor was notified of the above sale, as such, counsel for the Receiver advises that the above equipment remains subject to the security interest of the secured lenders.

39. Support documentation provided by J.A. Gavin and R. Gavin indicates that SHFF sold a Shadow Horse Trailer and a 2014 Dodge Ram 2500 4 x 4 to L. Gavin on 9 September 2016. The documented sales price for these 2 units totals $44,000. The Receiver has not obtained an independent appraisal estimate on the Shadow Horse Trailer. The Receiver has investigated the fair market value of the 2014 Dodge Ram 2500 4 x 4 which has a Blue Book value of approximately $59,000. The base price of this vehicle when purchased new by SHFF was $83,500 less a $56,179 trade in allowance associated with a previous SHFF vehicle.

40. The non-arms-length sale appears to be a transfer at undervalue and is reviewable by the Trustee in Bankruptcy. Furthermore, the Receiver has confirmed with the Bank and Finance PEI that neither secured creditor was notified of the above sale, as such, counsel for the Receiver has advised that the above equipment remains subject to the security interest of the secured lenders.

41. On 19 April 2017, C. Gavin advised the Receiver that SHFF returned a 2014 Dodge Ram 1500 4 x 4 to Summerside Chrysler Dodge ("**SCD**") sometime during the summer or fall of 2016. C. Gavin

could not recall the specifics of the transaction but confirmed that the SHFF vehicle had been returned with no cash consideration exchanging hands. C. Gavin advised that a few days after SHFF returned the 2014 Dodge Ram 1500 4 x 4 that his mother, R. Gavin, purchased that specific vehicle back from SCD.

42. The 2014 Dodge Ram 1500 4 x 4 had originally been sold to SHFF through SCD by agreement dated 6 October 2014. The base price of the vehicle was $71,111 less a $37,000 trade in allowance associated with a previous SHFF vehicle. The residual balance owing was financed through RBC over 72 months (6 years).

43. On 15 August 2016 (two years into the finance contract), SHFF sold the 2014 Dodge Ram 1500 4 x 4 to SCD for the value of RBC's outstanding indebtedness of $30,062 and discharged SHFF's financing obligation to RBC with the proceeds. On 18 August 2016, SCD sold the 2014 Dodge Ram 1500 4 x 4 to R. Gavin for $30,062.

44. The Receiver has investigated the fair market value of the 2014 Dodge Ram 1500 4 x 4 which has a Blue Book value of approximately $46,000. The non-arms-length sale appears to be a transfer at undervalue and is reviewable by the Trustee in Bankruptcy. Furthermore, the Receiver has confirmed with the Bank and Finance PEI that neither secured creditor was notified of the above sale, as such, counsel for the Receiver has advised that the above equipment remains subject to the security interest of the secured lenders.

45. The last identified non-arms-length sale pertains to the ownership interest in a New Holland T6030 tractor which again was listed as an asset of SHFF on its Books and Records. The Receiver reviewed the initial SHFF lease agreement in relation to the New Holland T6030 tractor dated 28 June 2010 (the "**Tractor Lease**"). The Tractor Lease contemplated 9 payments of $5,368.59 being paid over a 60 month period plus a residual payment at the end of the lease of $46,500. The total cost to SHFF under the Tractor Lease would have been approximately $94,817.

46. The New Holland T6030 tractor was returned to the dealership after only 3 years and subsequently re-sold to Gavco Fishing Enterprise ("**Gavco**") in July 2013. Copies of the Tractor Lease and the July 2013 sales invoice to Gavco are attached as **Appendix I**. The Gavco invoice makes reference to a tractor trade in value of $22,500 associated with a TN 60 tractor. A review of the SHFF Books and Records indicates that SHFF owned a TN 60 tractor. C. Gavin advised that L. Gavin was the rightful owner of the TN 60 tractor, however no documentation has been provided to the Receiver to support this claim.

47. Gavco is the beneficiary of approximately 3 years of SHFF lease payments under the Tractor Lease combined with the trade in value of the TN 60 tractor which collectively reduced the purchase price that Gavco had to pay for the T6030 tractor.

48. The Gavco tractor transaction is reviewable by the Trustee in Bankruptcy.

SHFF Equipment – Subject to PPSA Registrations by Equipment Lessors

49. The Receiver identified a number of items on the Premises subject to properly perfected equipment lease registrations. The Receiver has taken no action on these units except to advise the respective equipment lessors of the receivership proceedings.

SHFF Equipment – Assets Not Found

50. The Receiver's review of the SHFF Books and Records identified several large pieces of equipment which the Receiver has been unable to physically locate.

51. As part of its investigative procedures the Receiver reviewed the Books and Records, identified items which could not be found and requested comments from C. Gavin with respect to said items. As noted within Appendix F, the Receiver produced a listing of missing equipment with cumulative net book value totalling $265,600 which C. Gavin either had no recollection of or had disposed of for negligible value.

52. The most valuable missing equipment (in terms of reported net book value) pertained to equipment acquired from the Illinois Mink Wire Company ("**IMWC**"). Attached as **Appendix J** are IMWC invoices dated 10 July 2014 and 11 April 2014 referencing equipment sold to SHFF including (2) HG Combi Cut Opening Machines, (4) Skinning Machines, (4) Pneumatic Angle Knives and (2) Conveyor for HG Combi Cut machines (the "**IMWC Processing Equipment**") and (1) Miniloader a60D 28 HP Diesel and (1) Manure Collector. The equipment identified within the attached invoices appears to coincide with equipment items 30 and 31 on Appendix F.

53. C. Gavin advised the Receiver that he had no recollection of the above items which were purchased three years ago at a cost exceeding $156,000 USD.

54. A review of the SHFF Books and Records identified a listing of former employees. The Receiver successfully located three former SHFF employees (the "**Former Employees**") who agreed to meet and respond to various questions posed by the Receiver. On 1 April 2017, the Receiver met with Darjodi Singh ("**D. Singh**") and Sukhjinder Singh ("**S. Singh**") who were both general mink farm labourers at SHFF. On 16 April 2017, the Receiver had a phone conversation with Wadie Kwamie Adomako ("**W. Adomako**") who was also a former SHFF general farm labourer.

55. As C. Gavin was unable to provide insights into the location of the missing equipment, the Receiver questioned the Former Employees as to their recollection of certain pieces of equipment listed within the Books and Records which they may have used in the course of their day to day activities while engaged at SHFF. Attached as **Appendices K, L and M** are affidavits from D. Singh, S. Singh and

W. Adomako addressing the Receiver's equipment questions and other matters identified later in this report.

56. D. Singh and S. Singh were familiar with the IMWC Processing Equipment, both confirming that this machinery was on site and used within the SHFF operation until some point in January 2017. D. Singh and S. Singh advise that at some point during the month of January 2017 the IMWC Processing Equipment was removed from the Premises and not returned. Neither employee could provide information on who removed the equipment or where it went other than to confirm that the IMWC Processing Equipment was removed. W. Adomako advised that he was not familiar with the IMWC Processing Equipment.

57. All three of the Former Employees confirmed that the Mini Loaders, Contractor with Rock Spike and Skid Steer were on site and used within the SHFF operation on a daily basis. The Former Employees collectively recall seeing these pieces of equipment on site at SHFF on their last day of employment which they advised was on or about 1 March 2017.

58. The Receiver has been unable to locate the above items and as noted C. Gavin has been unable or unwilling to provide details on where the missing equipment is.

BREEDER MINK

59. The Receiver sought clarification from C. Gavin and L. Gavin on the events leading to the alleged loss, destruction and disposal of approximately 20,000 mink pelts during the first week-end of March 2017. C. Gavin re-confirmed his earlier description of events leading to the loss as communicated in an e-mail dated 6 March 2017 to his external accountant. A copy of the 6 March 2017 e-mail is attached as **Appendix N**. C. Gavin confirmed that:

a. On 3 March 2017 all SHFF workers walked off the job as the Company could not honour their payroll obligations;

b. C. Gavin and L. Gavin started the process of killing the inventory of approximately 20,000 breeder mink (the "**Breeder Mink**") on Friday evening 3 March 2017. The killing process lasted 2 days finishing on Sunday evening 5 March 2017 and was carried out solely by C. Gavin and L. Gavin;

c. Given that there were only two men involved with the killing process, C. Gavin and L. Gavin could not spread out the harvested animals adequately and as a result, the pelts were unintentionally ruined; and

d. Although not outlined within the 6 March 2017 e-mail, C. Gavin subsequently confirmed that the ruined pelts and carcasses were ground up and discharged into the waters adjacent to the processing facility. As a result, there was no physical evidence available to support C. Gavin's description of events leading to the destruction and disposal of the 20,000 Breeder Mink.

60. On 13 March 2017, L. Gavin provided EY, then acting in its capacity as the Banks privately appointed receiver, with a comprehensive tour of the Premises and explained in great detail how the killing process was completed including what pipes were used to discharge the ruined pelts and carcasses into the Gulf of St. Lawrence (the "**Gulf**"). L. Gavin confirmed that he was involved with the March 2017 harvest of the Breeder Mink and the disposal of their remains into the Gulf.

61. L. Gavin advised that he recently suffered a heart attack and could not lift more than 25 Lbs. The Receiver questioned L. Gavin on how it was possible for C. Gavin, with L. Gavin's limited assistance due to health issues, to slaughter and dispose of 20,000 mink over a single weekend. No response was provided.

62. The Receiver estimates based upon the time lines provided in C. Gavin's 6 March 2017 e-mail that the entire slaughter and disposal process was carried out by two men (one of which was in poor health) over a single weekend. Assuming C. Gavin and L. Gavin worked 30 hours over that time period, the two farmers would have slaughtered, transported, and disposed of 20,000 mink at a rate of 666 animals per hour or approximately 11 per minute.

63. The Receiver examined the grinding equipment allegedly used to grind the Breeder Mink. The grinding equipment, unlike all other equipment found within the processing facility, was extremely clean and showed no signs of having been recently used.

64. The estimated value of 20,000 pelts (had they not been ruined) at current market prices of approximately $50 per pelt is $1.0 million. Given the uniqueness of the situation, the capabilities of both C. Gavin and L. Gavin as experienced mink farmers, the significant value associated with the Breeder Mink and the lack of physical evidence available to support the details of the loss as described by C. Gavin, the Receiver in consultation with the senior secured creditors, determined it would be prudent to investigate the matter further.

65. As noted above, the Former Employees worked for SHFF until 1 March 2017. The Former Employees resided at the SHFF Tignish processing facility during their employment term. The Receiver sought clarification from the Former Employees as to the manner and timing of the Breeder Mink harvest (the "**BM Harvest**"). Their description of how the Breeder Mink were harvested, the timing of the BM Harvest and parties involved with the BM Harvest process is outlined in their respective affidavits. The Former Employees comments with respect to the BM Harvest differs from information provided by C. Gavin and L. Gavin. The Receiver has summarized the content of the Former Employees affidavit evidence below:

a. In December 2016, the Company harvested approximately 60,000 mink. The harvest process involved a team of 10 to 14 individuals where approximately 3,000 – 4,000 animals were harvested and pelted each day until the harvest was complete (the "**December Harvest**"). Pelts from the December Harvest were sent to ALC for auction;

b. The Former Employees each confirmed that after the December Harvest was complete the only remaining SHFF mink on site were the Breeder Mink. The Breeder Mink were fed and cared for in the normal course of business until late February 2017. On or about 22 February 2017, C. Gavin provided instructions to the SHFF employees to stop feeding the Breeder Mink. The following day, C. Gavin provided instructions to the SHFF employees to start harvesting the Breeder Mink;

c. The BM Harvest was carried out over a period of 4 to 5 days using a slightly reduced work force as the majority of the Companies Mexican employees had returned to Mexico. The Former Employees confirmed that, in addition to themselves, the following individuals were involved with the BM Harvest:

    a) Donnie Ellands;

    b) Ernest McRae;

    c) Tommy (last name unknown);

    d) Miguel (last name unknown);

    e) Little David (last name unknown);

    f) Big David (last name unknown); and

    g) C. Gavin

d. The Former Employees confirmed that L. Gavin did not participate in the BM Harvest;

e. The BM Harvest reportedly produced approximately 19,100 high quality pelts. The pelts were transported on a daily basis to the SHFF cold storage facility in Tignish, PEI for safe keeping and temporary storage;

f. During the BM Harvest process, C. Gavin hand selected an inventory of approximately 900 male mink (the "**Live Inventory**") comprised of palomino, white, silver blue and pearl mink which were not harvested. The Live Inventory was loaded onto a white Volvo transport truck and shipped off site. D. Singh and S. Singh recall that the white Volvo truck had a Newfoundland and Labrador license plate, however W. Adomako recalled that the white Volvo truck had a yellow Nova Scotia license plate; and

g. On 1 March 2017, after the BM Harvest process was complete, C. Gavin terminated the employment contracts of the Former Employees. The Former Employees could not confirm what happened to the approximately 19,100 Breeder Mink pelts that they assisted to harvest over the last few days of February 2017 or where the Live Inventory was shipped to. However, the Former Employees provided the Receiver with an additional name of a worker who they believed would have those details.

66. At the suggestion of the Former Employees, the Receiver contacted Mr. Donnie Ellands. Mr. Ellands was a long term employee of SHFF and reportedly a long term friend of the Gavins. Mr. Ellands held the position of farm supervisor prior to the bankruptcy.

67. The Receiver spoke with Mr. Ellands on 3 April 2017 who advised that he had no knowledge of what happened to the Breeder Mink. Mr. Ellands advised the Receiver that his last day of work at SHFF was on or about 1 March 2017 and the Breeder Mink were all alive as at that date. This conflicts with information provided by the other site workers interviewed by the Receiver.

ADDITIONAL MISSING MINK

68. The Receiver has maintained open and transparent communications with the senior secured creditors of the estate including the Bank, Finance PEI and American Legend Corporation (“**ALC**”). ALC advised the Receiver that in addition to the missing Breeder Mink an additional inventory of approximately 20,000 mink had not been accounted for.

69. ALC was expecting to receive approximately 80,000 (not 60,000) pelts from the December Harvest. On 27 and 28 September 2016, ALC representatives attended the Premises and conducted a physical count of the SHFF mink which they were financing. Attached as **Appendix O** is an ALC internal e-mail confirming 82,345 kits were physically counted by ALC representatives in late September 2016. These kits were separate and apart from the Breeder Mink.

70. ALC provided the Receiver with an August 2016 invoice for 80,000 doses of mink vaccine which ALC funded on SHFF’s behalf as further support that there were approximately 80,000 kits at SHFF in September 2016. A copy of the August 2016 invoice is attached as **Appendix P**. In addition, the Receiver obtained an invoice from Shur-Gain dated 18 July 2016 for 20,000 melatonin implants at a cost to the Company of $19,550 including HST, a copy of which is attached as **Appendix Q**. Melatonin implants are used within the industry to enhance the furring process. Mink receiving melatonin implants are generally ready for harvest within 90 to 105 days post treatment.

71. ALC confirmed receipt of 61,064 pelts from SHFF from the December Harvest leaving an inventory

of approximately 21,281 animals unaccounted for. The estimated value of 21,281 pelts at current market prices of approximately $50 per pelt is $1.1 million.

72. The Receiver questioned D. Singh, S. Singh, W. Adomako, L. Gavin and C. Gavin on whether they had any knowledge of an additional mink harvest or live animal sale which previously had not been discussed or disclosed.

73. W. Adomako advised that he was involved with a harvest of approximately 20,000 mink in October 2016 (the "**Fall Harvest**") which included the "implants" (referring to mink who received the melatonin implants) and certain other animals including "brown" mink. The Fall Harvest was carried out by the Mexican SHFF workers. W. Adomako had no information as to where the pelts from the Fall Harvest were shipped.

74. On 19 April 2017, L. Gavin advised the Receiver that he had no knowledge of a Fall Harvest and he also advised that he had no knowledge of the whereabouts of the missing Breeder Mink. The comments made by L. Gavin on 19 April 2017 differed from his earlier statement that he was on site and assisted C. Gavin during the weekend of 3 March 2017 through 5 March 2017. C. Gavin did not respond to the Receiver's questions on the topic.

FROZEN PELT INVENTORY

75. The Receiver took possession of a small inventory of approximately 1,300 frozen mink found within the Premises. The Receiver arranged to ship the frozen mink to a pelter in Nova Scotia. This inventory has been pelted and the finished product has been sent to North American Fur Auctions Inc. ("**NAFA**") who will auction the pelts and provide the net proceeds, after commission and pelting cost, back to the Receiver.

76. NAFA estimates the value of the processed pelts will yield approximately $55,000 USD at auction based upon their assessment of market conditions and the quality of the pelts received.

OVERVIEW AND CONCLUSIONS

77. The Receiver has identified a number of transactions or items of concern during the course of its investigation including:

a. Cash withdrawals of $36,386.62 from the Tignish Accounts by R. Gavin;

b. The refusal of C. Gavin to produce the Cell Phone notwithstanding the terms of the Cooperation Order;

c. A series of non-arms-length equipment transactions at undervalue (approximately $88,000) with L. Gavin, R. Gavin and Gavco;

d. C. Gavin's inability to advise on the location (or existence) of certain missing large pieces of equipment with net book values approximating $265,600;

e. Conflicting accounts in relation to how the Breeder Mink, with an estimated value of $1.0 million, were harvested and whether the pelts were ruined or produced into quality pelts and/or transported off-site in live form; and

f. Conflicting accounts in relation to an alleged Fall Harvest, with an estimated value of $1.1 million, and or an accounting discrepancy of an additional 21,281 mink pursuant to records produced by ALC.

78. The above issues involved multiple parties including but not limited to C. Gavin, L. Gavin, R. Gavin, J.A. Gavin and Gavco (the "**Offending Parties**"). Each of the Gavins' are signing officers with the Tignish Credit Union and have participated either directly or indirectly in the above noted transactions or in providing information related to the transactions to the Receiver.

79. The Receiver is advised by its legal counsel that C. Gavin was the sole shareholder of 100364 P.E.I. Inc. which amalgamated with Bullwinkle Fisheries Ltd. in 2002. Attached as **Appendix R** is a copy of the amalgamation documents obtained from the Prince Edward Island Corporate Affairs. Attached as **Appendix S** are a series of Annual Return submissions pursuant to the C*ompanies Act* R.S.P.E.I 1988, Cap. C-14 of Bullwinkle Fisheries Ltd. The annual return submissions are inconsistently prepared.

a. Annual Return completed by R. Gavin dated 7 March 2016 lists C. Gavin as the sole shareholder;

b. Annual Return completed by L. Gavin dated 7 March 2016 lists L. Gavin as the sole shareholder;

c. Annual Return completed by (unknown signature) dated 15 October 2014 appears to have originally listed C. Gavin as the sole shareholder, however, reference to C. Gavin has been crossed out and L. Gavin's titles have been expanded (by hand written note) to include President and Secretary;

d. Annual Return completed by C. Gavin dated 23 January 2014 lists C. Gavin as the sole shareholder; and

e. Annual Return completed by C. Gavin dated 22 May 2013 lists C. Gavin as the sole shareholder.

80. Legal counsel for the Receiver advises based upon its review of publically available information that C. Gavin is the sole shareholder of Bullwinkle.

81. The Receiver respectfully submits that the supporting documentation referenced within the First Report demonstrates that the Offending Parties have either directly or indirectly collaborated to misappropriate Property or were parties to non-arms-length transactions at undervalue done for the Offending Parties personal or corporate gains.

82. Accordingly, the Receiver requests this Honourable Court grant a return of property order (the "**Return of Property Order**") in relation to:

a. Cash withdrawn from the Tignish Accounts ($36,386.62);

b. Equity associated with identified transactions at under value ($88,438.00);

c. Missing equipment identified within Appendix F ($265,600.00);

d. Equipment identified within Appendix F that C. Gavin disputes as being property of SHFF;

e. Pelts associated with the Breeder Mink ($955,000.00);

f. The return of the Live Inventory ($45,000.00); and

g. Pelts associated with the Fall Harvest ($1,064,050.00).

83. A proposed form of the Return of Property Order is attached as **Appendix T**.

84. The Receiver seeks the return of the above Property or the cash equivalent value currently calculated as $2,454,474.62. As set out in the draft Return of Property Order, the Receiver seeks the order on an ex-parte basis with a comeback hearing to be held within 10 days to provide the Offending Parties an opportunity to address the issues set out herein.

85. In the interim, given the actions of the Offending Parties as outlined herein, the Receiver also seeks that a preservation of property order (the "**Preservation of Property Order**") be issued in relation to all assets of C. Gavin, L. Gavin, R. Gavin, J.A. Gavin, Gavco and Bullwinkle. A proposed form of the Preservation of Property Order is attached as **Appendix U**.

86. In addition, as previously outlined within this First Report, the Receiver respectfully requests this Honourable Court also approve and issue the Bell Canada Order in the form outlined within Appendix E.

All of which is respectfully submitted this 12th day of May 2017.

ERNST & YOUNG INC.
Licensed Insolvency Trustee
Acting solely in its capacity as the Court Appointed Receiver and Receiver-Manager of Silver Hill Fur Farm Ltd. and not in its personal capacity

Per:

George Kinsman, CPA, CA, CIRP, LIT
Senior Vice President

Appendix A

Court File No. S1-GS-27628

SUPREME COURT OF PRINCE EDWARD ISLAND

BETWEEN:

BANK OF NOVA SCOTIA

APPLICANT

- and –

SILVER HILL FUR FARM LTD.

RESPONDENT

RECEIVERSHIP ORDER

THIS APPLICATION, made by the Applicant for an Order pursuant to Section 44 of the Judicature Act, R.S.P.E.I. 1988, Cap. J-2.1 (the "Judicature Act"), Rule 41 of the Rules of Court of Prince Edward Island (the "Rules") and Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the "BIA") appointing Ernst & Young Inc. ("EYI") as receiver and receiver manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of the Respondent in relation to the business carried on by the Respondent was heard this day at 42 Water Street, Charlottetown, Prince Edward Island.

ON READING the Application Record and on hearing the submissions of counsel for the Applicant and on reading the consent of the Receiver to act as the Receiver;

IT IS ORDERED THAT:

SERVICE

1. The time for service of the Notice of Application and the Application Record is hereby abridged as required so that this Application is properly returnable today and hereby

dispenses with further service thereof.

APPOINTMENT

2. Pursuant to section 44 of the *Judicature Act*, Rule 41 of the Rules and section 243(1) of the BIA, the Receiver is hereby appointed receiver and receiver manager, without security, of all of the assets, undertakings and properties of the Respondent whether in its name or in the name of the predecessor corporations, Silver Hill Fur Farm Ltd., Silver Hill Fur and Feeds Inc., Silverhill Transport Ltd. and CJ Gavin Holdings Inc., including all proceeds thereof (collectively, the "**Property**").

RECEIVER'S POWERS

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

   a. To take possession and control of the Property and any and all proceeds, receipts and disbursements arising out of or from the Property.

   b. To receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

   c. To manage, operate, and carry on the business of the Respondent, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Respondent;

   d. To make such payments or disbursements as determined are necessary by the Receiver;

e. To engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

f. To purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Respondent, or any part or parts thereof;

g. To receive and collect all monies and accounts now owed or hereafter owing to the Respondent and to exercise all remedies of the Respondent in collecting such monies, including, without limitation, to enforce any security held by the Respondent;

h. To settle, extend or compromise any indebtedness owing to the Respondent;

i. To execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondent, for any purpose pursuant to this Order;

j. To undertake environmental or workers' health and safety assessments of the Property and operations of the Respondent;

k. To initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to any of the Property and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

l. To make payment of any and all costs, expenses and other amounts that the Receiver determines, in its sole discretion, are necessary or advisable to preserve, protect or maintain the Property, including, without limitation taxes, municipal taxes, insurance premiums, repair and maintenance costs, costs or charges related to security, management fees, and any costs and disbursements incurred by any manager appointed by the Receiver;

m. To market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

n. To sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, without the approval of this Court in respect of:

   i. any transaction not exceeding $50,000.00, provided that the aggregate consideration for all such transactions does not exceed $500,000.00; and

   ii. with the approval of this Court in respect of any transaction not in the form provided in the foregoing clauses.

and in each such case notice under any provincial legislation shall not be required.

o. To apply for any vesting order or other orders necessary in relation to a transaction for which Court approval is required to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

p. To report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

q. To register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

r. To apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondent;

s. To enter into agreements with PricewaterhouseCoopers Inc., the trustee in bankruptcy appointed in respect of the Respondent (the "Trustee") including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any Property owned or leased by the Respondent;

t. To exercise any shareholder, partnership, joint venture or other rights which the Respondent may have; and

u. To take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

request.

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

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

MAINTAINING INTEGRITY OF RECORDS

7. Unless otherwise ordered by this Court, any Person(s) having notice of this Order shall not directly or indirectly, by any means whatsoever:

   (a) remove Records from the Property or from their current location, erase or delete from any means of electronic storage, or transmit any of the Records, or alter, deface, discard, conceal or destroy in any manner any of the Records; and

   (b) without limiting the foregoing, touch, activate, or operate any computer equipment either locally or remotely from any location, or access or alter any text, graphics, electronic data, information, or other content of any web site or its databases or any electronic mail, newsgroup or Internet relay chat communications, or other information, instructions or data stored in any location remote from the Property that may contain or constitute the Records.

8. In order to give effect to the Order, any Person who is ordered not to do something shall not do it personally, through others acting on their behalf, or on their instructions, or with his encouragement or acquiescence, or in any other way.

NO PROCEEDINGS AGAINST THE RECEIVER

9. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE RESPONDENT OR THE PROPERTY

10. No Proceeding against or in respect of the Respondent or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Respondent or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. All rights and remedies of any individual, firm, corporation, governmental body or

agency or any other entity against the Respondent, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Respondent to carry on any business which the Respondent is not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondent from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien and the related filing of an action to preserve the right of a lien holder provided that the Applicant shall not be required to file a defence to same as the further prosecution of any such claim is stayed except with the written consent of the Receiver, or leave of this Court.

PERSONAL PROPERTY LESSORS

12. All rights and remedies of any Person pursuant to any arrangement or agreement to which the Respondent is a party for the lease or other rental of personal property of any nature or kind are hereby restrained except with consent of the Receiver in writing or leave of this Court. The Receiver is authorized to return any Property which is subject to a lease from a third party to such Person on such terms and conditions as the Receiver, acting reasonably, considers appropriate and upon the Receiver being satisfied as to the interest of such Person in the applicable Property. The return of any item by the Receiver to a Person is without prejudice to the rights or claims of any other Person to the property returned or to an interest therein.

NO INTERFERENCE WITH THE RECEIVER

13. Subject to Section 18 of this Order related to the Respondent's employees, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Respondent, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

14. All Persons having oral or written agreements with the Respondent or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Respondent, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Respondent's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Respondent or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

15. The Receiver, in its sole discretion, may (but shall not be obligated to) establish accounts or payment on delivery arrangements with suppliers in its name on behalf of the Respondent for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Respondent, or any of them, if the Receiver determines that the opening of such accounts is appropriate.

16. No creditor of the Respondent shall be under any obligation as a result this Order to advance or re-advance any monies or otherwise extend any credit to the Respondent.

RECEIVER TO HOLD FUNDS

17. All funds, monies, cheques, instruments, and other forms of payment received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the

collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

18. All employees of the Respondent shall remain the employees of the Respondent until such time as the Receiver, on the Respondent's behalf, may terminate the employment of such employees or they resign in accordance with their employment contracts. The Receiver shall not be liable as a result of this Order for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, wages, severance pay, termination pay, vacation pay, and pension or benefit amounts, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5), 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, such amounts as may be determined in a Proceeding before a court or tribunal of competent jurisdiction.

19. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale") as permitted at law. Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. A prospective purchaser or bidder requesting the discolure of personal information shall execute such documents to confirm the agreement of such Person to maintain the confidentiality of such information on terms acceptable to the Receiver. The purchaser of any Property shall be entitled to continue to use the personal information

provided to it related to the Property purchased in a manner which is in all material respects identical to the permitted prior use of such information by the Respondent, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

20. Nothing herein contained shall require or obligate the Receiver to occupy or to take control, care, charge, occupation, possession or management (separately and/or collectively, "**Possession**") of any of the Property or any part thereof, that may be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other legislation, statute, regulation or rule of law or equity respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, *Canadian Environmental Protection Act*, 1999, the Clean Water Act, the *Environmental Protection Act*, (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON LIABILITY

21. EYI including, without limitation, any director, officer or employee of the Receiver, shall incur no liability or obligation as a result of its appointment as the Receiver or the carrying out the provisions of this Order, or in the case of any party acting as a director, officer or employee of the Receiver so long as acting in such capacity, save and except for any gross negligence, breach of contract or actionable misconduct on the part of such party, or in respect of the Receiver's obligations under sections 81.4(5) and 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this

Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

22. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge to a maximum of $100,000.00 (the "**Administrative Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and the Administrative Charge shall form a first charge on the Property in priority to all security interests of secured creditors having notice of these proceedings, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. The Receiver and its legal counsel shall pass their respective accounts from time to time and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to the Clerk of the Court of Supreme Court of Prince Edward Island in accordance with the Rules.

24. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees, expenses and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved in accordance with the preceding paragraph hereof.

RECEIVER'S INDEMNITY CHARGE

25. The Receiver shall be entitled to and is hereby granted a charge (the "**Receiver's Indemnity Charge**") upon all of the Property as security for all of the obligations incurred by the Receiver including obligations arising from or incident to the performance of its

duties and functions under this Order (including the management, operation and carrying on of all or part of the business of the Respondent), the *Bankruptcy and Insolvency Act* or otherwise, saving only liability arising from the gross negligence or willful misconduct of the Receiver.

26. The Receiver's Indemnity Charge shall form a second charge on the Property in priority to all Claims and Encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA and subordinate in priority to the Administrative Charge and to the security interests of secured creditors not having notice of these proceedings.

ALLOCATION OF COSTS

27. The Receiver shall file with the Court for its approval a report setting out the costs, fees, expenses and liability of the Receiver giving rise to the Administrative Charge, the Receiver's Indemnity Charge and the Receiver's Borrowings Charge (as defined below) and, unless the Court orders otherwise, all such costs, fees, expenses and liability shall be paid in the following manner:

a. Firstly, applying the costs incurred in the receivership proceedings specifically attributable to an individual asset or group of assets against the realizations from such asset or group of assets;

b. Secondly, applying the costs pro rata against all of the assets based on the net realization from such asset or group of assets; and

c. Thirdly, applying non-specific costs incurred in the receivership proceedings *pro rata* against all of the assets based on the net realization from each asset or group of assets.

FUNDING OF THE RECEIVERSHIP

28. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or

desirable, provided that the outstanding principal amount does not exceed $100,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of making payments (including interim payments) required or permitted to be made by this Order (including, without limitation, payments of amounts secured by the Administrative Charge and the Receiver's Indemnity Charge). The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests of secured creditors having notice of these proceedings, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Indemnity Charge, the Administrative Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

29. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court on seven days notice to the Receiver and the Applicant.

30. The Receiver is authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

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

GENERAL

32. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

33. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondent.

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

35. The Receiver is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act in a representative capacity in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

37. Any interested party may apply to this Court to vary or amend this Order upon such notice required under the *Rules of the Court*, if any, or on such notice as this Court may order.

38. Any Person affected by this Order which did not receive notice in advance of the hearing of the initial application may apply to this Court to vary or amend this Order

within five (5) days of such Person being served with a copy of this Order.

39. In addition to the reports to be filed by the Receiver under the BIA, on the application to the Court of any secured creditor, the Receiver shall file a report of its activities with the Court.

40. The Receiver shall not be discharged without notice to such secured creditors and other parties as the Court directs.

Dated at Charlottetown, Prince Edward Island, this 29 day of March, 2017.

J.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. ______________

AMOUNT $______________________

THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "**Receiver**") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Supreme Court of Prince Edward Island (the "Court") dated the ___ day of ______, 20__ (the "**Order**") made in an action having Court file number _______, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $___________, being part of the total principal sum of $___________ which the Receiver is authorized to borrow under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _______ day of each month] after the date hereof at a notional rate per annum equal to the rate of ______ per cent above the prime commercial lending rate of Bank of _________ from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _________, ________.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the

Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property (as defined in the Order) as authorized by the Order and as authorized by any further or other order of the Court.

The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of ______________, 20__.

[RECEIVER'S NAME], solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: ________________________________

Name:

Title:

Court File No. __________

THE SUPREME COURT OF
PRINCE EDWARD ISLAND

PROCEEDING COMMENCED AT
CHARLOTTETOWN, P.E.I.

Receivership Order

PAMELA J. WILLIAMS, Q.C.
Cox & Palmer
97 Queen Street, Suite 600
Charlottetown, PE C1A 4A9
Telephone: (902) 628-1033
Fax: (902) 566-2639

Solicitor for the Applicant

Appendix B

COMPARED and CERTIFIED
A TRUE COPY
Elizabeth Murray
REGISTRAR

Court File No.S1-GS-27628

SUPREME COURT OF PRINCE EDWARD ISLAND

BETWEEN:

DOCUMENT FILED
MAR 29 2017
Supreme Court of P.E.I.

THE BANK OF NOVA SCOTIA

APPLICANT

- and -

SILVER HILL FUR FARM LTD.

RESPONDENT

COOPERATION ORDER

WHEREAS this Court granted the Initial Receivership Order (the "Initial Order") on even date herewith in relation to the Respondent;

AND UPON reading the material filed in support thereof;

AND UPON hearing the submissions of counsel for the Applicant; and

UPON being satisfied that the granting of this Order will assist in the orderly administration of the Receivership proceedings;

COOPERATION, ACCESS AND INFORMATION

1. THIS COURT ORDERS that in addition to such duties as are imposed by virtue of the Initial Order, each of:

   a. the Respondent, which is an amalgamated entity arising from the amalgamation of:

      i. Silver Hill Fur Farm Ltd.;
      ii. Silver Hill Fur and Feeds Inc.;
      iii. Silverhill Transport Ltd.; and
      iv. CJ Gavin Holdings Inc.

   b. all of the current and former directors, officers, employees, agents, accountants, legal counsel and shareholders of (or any person or entity otherwise having an interest in, whether legal or beneficial) the Respondent or its predecessor amalgamating corporations, and all other persons acting on their instructions or behalf, including, without limitation, Casey Gavin, Leigh Gavin and Joyce Ann Gavin; and

c. all other individuals, firms, corporations, governmental bodies or agencies, or other entities having received this Order,

(all of the foregoing collectively, the "**Cooperating Parties**" and each a "**Cooperating Party**")

shall forthwith advise the Receiver of the existence of any all of the assets, undertakings and properties of the Respondent (whether in its name or in the name of the predecessor corporations, Silver Hill Fur Farm Ltd., Silver Hill Fur and Feeds Inc., Silverhill Transport Ltd. and CJ Gavin Holdings Inc.), including all proceeds thereof (collectively, the "**Property**") in such person's possession or control, shall grant immediate and continued access to the Property to the Receiver, whether located on such person's property or elsewhere, and shall deliver all such Property to the Receiver upon the Receiver's request.

2. Each Cooperating Party:

   a. shall provide the Receiver with free and unfettered access to and occupation of, among other things, any and all real property used or occupied by (or formerly used or occupied by) the Respondent in connection with the business carried on by (or formerly carried on by) the Respondent, including but not limited to such buildings, offices, warehouses, vacant lands, plant facilities, storage facilities, fixtures, appurtenances, or other real property, and all access roads and other manners of ingress and egress (collectively, the "**Real Property**") including the Real Property of Casey Gavin and Leigh Gavin; and

   b. is hereby stayed and restrained from taking any steps or continuing any steps or proceedings for the cancellation, termination, amendment or variance of any usage, leasehold (whether oral or written), occupation or access to the Real Property formerly enjoyed or exercised or exercisable by the Respondent and shall not impede or otherwise hinder the Receiver in its duties or interfere with the Receiver in the exercise of its rights of unfettered access to and occupation of such Real Property, without further order of this Court.

3. THIS COURT ORDERS that Casey Gavin, a Cooperating Party, shall provide any and all electronic devices used in relation to the operations of the Respondent including, without limitation, all cell phones, smartphones, computers, tablets or other devices on which information related to the Respondent and the Property may be located including call logs, text logs and logs of other forms of communication. Casey Gavin shall also provide any passwords required for accessing such devices so that the Receiver may access and copy all such information.

4. THIS COURT ORDERS, without limiting the generality of the foregoing, a Cooperating Party includes any individuals, firms, corporations, governmental bodies or agencies or other entities having received this Order which includes, but is not limited to:

    a. any Canadian Chartered Bank, Credit Union, brokerage firm or other financial institution or entity providing financial services or advice of any nature or kind;

    b. any provincial or federal body regulating the transportation, sale or any other matter related to mink, fox or other fur trade;

    c. any lawyer, law firm, accountant, accounting firm or other professional or professional services firm;

and each such Cooperating Party shall provide all Property in its possession to the Receiver as set out in paragraph 1 above and in addition thereto shall provide an accounting of any money, shares, investments or other Property managed, received or paid by such Cooperating Party including, but not limited to, a statement of trust accounts or general accounts for the Respondent which for certainty includes its predecessor amalgamated entities Silver Hill Fur Farm Ltd., Silver Hill Fur and Feeds Inc., Silverhill Transport Ltd. and CJ Gavin Holdings Inc. and such accounting shall be for any and all activity in the last five years.

ASSISTANCE OF PEACE OFFICERS

5. THIS COURT ORDERS that any peace officer including any Royal Canadian Mounted Police or other law enforcement agency shall assist the Receiver in carrying out its duties and exercising its rights as contained herein and in the Initial Order including, without limiting the generality of the foregoing, the retrieval of Property.

GENERAL

6. THIS COURT ORDERS that in all respects the Initial Order remains in full force and effect and nothing herein derogates from the Initial Order but is supplementary and ancillary thereto.

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

8. The Receiver is hereby authorized and empowered to apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act in a representative capacity in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

9. Any Person affected by this Order which did not receive notice in advance of the hearing of the initial application may apply to this Court to vary or amend this Order

within five (5) days of such Person being served with a copy of this Order.

Dated at Charlottetown, Prince Edward Island, this 29 day of March, 2017.

J.

THE SUPREME COURT OF
PRINCE EDWARD ISLAND

PROCEEDING COMMENCED AT
CHARLOTTETOWN, P.E.I.

Cooperation Order

PAMELA J. WILLIAMS, Q.C.
Cox & Palmer
97 Queen Street, Suite 600
Charlottetown, PE C1A 4A9
Telephone: (902) 628-1033
Fax: (902) 566-2639

Solicitor for the Applicant

Appendix C

Statement of Account - Etat de Compte

TIGNISH CREDIT UNION LTD

284 BUSINESS STREET
P.O. BOX 40
TIGNISH P.E.I.
C0B 2B0
902-882-2303

Account/Compte: 12573-30-0

Travelling to the US? You can now use your Direct Payment Card at most retail locations in the US. For a listing of retailers go to http://www.nyce.net/

SILVERHILL FUR FARM LTD
20826 SEACOW POND RR4

TIGNISH
PEI
C0B 2B0

Date	Transaction Type	Description	Debit	Credit	Balance Solde
03/01/2017	OPENING BAL				30,247.62
03/08/2017	WD CASH		-30,247.62		0.00
03/29/2017	ENDING BALANCE				0.00

THE SUM OF Thirty thousand two hundred & forty seven — 62/100 DOLLARS

AMOUNT $ 30247. 62

RECEIVED BY See attached

TELLER'S INITIALS	BALANCE OF ACOUNT
	$

to cls acct

"INTERNAL TRANSFER FORM"

Tignish **CREDIT UNION LIMITED** March 8 2017

DEBIT

MEMBER/ACCOUNT NAME: [illegible signature]

		AMOUNT
FROM: ACCOUNT NO.	12573-30-0	$ 30247.62
TO: ACCOUNT NO.		

PARTICULARS OF TRANSFER: Cash W/D

I HEREBY AUTHORIZE THE TRANSFER OF FUNDS AS INDICATED ABOVE.

x Rose [illegible]

SIGNATURE

G3

Statement of Account - Etat de Compte

TIGNISH CREDIT UNION LTD

284 BUSINESS STREET
P.O. BOX 40
TIGNISH P.E.I.
C0B 2B0
902-882-2303

Account/Compte: 12573-10-0

SILVERHILL FUR FARM LTD
20826 SEACOW POND RR4

TIGNISH
PEI
C0B 2B0

Date	Transaction Type	Description	Debit	Credit	Balance Solde
03/01/2017	OPENING BAL				6,049.12
03/07/2017	DEPOSIT			0.04	6,049.16
03/08/2017	DEPOSIT			0.59	6,049.75
03/08/2017	Transfer Dep			89.66	6,139.41
03/08/2017	WD CASH		-6,139.00		0.41
03/29/2017	ENDING BALANCE				0.41

"INTERNAL TRANSFER FORM"

CREDIT UNION LIMITED

March 8 20 17

DEBIT

MEMBER/ACCOUNT NAME:

61 / 100
1 / 20
1 / 10
1 / 5
2 / 1

FROM: ACCOUNT NO.	187	AMOUNT $ 6139.00
TO: ACCOUNT NO.		

PARTICULARS OF TRANSFER: Silver hill fire farm. Rose Gawn

I HEREBY AUTHORIZE THE TRANSFER OF FUNDS AS INDICATED ABOVE.

Bonnie

SIGNATURE

G3

Appendix D

Building a better working world

Dieppe
11 Englehart Street
Dieppe, NB E1A 7Y7
Tel: +1 506 853 3097
Fax: +1 506 859 7190

Fredericton
527 Queen Street
Suite 110
Fredericton, NB E3B 3T2
Tel: +1 506 455 8181
Fax: +1 506 455 8141

Halifax
RBC Waterside Centre
1871 Hollis Street
Suite 500
Halifax, NS B3J 0C3
Tel: +1 902 420 1080
Fax: +1 902 420 0503

Saint John
Red Rose Tea Building
5th floor
12 Smythe Street
Saint John, NB E2L 5G5
Tel: +1 506 634 7000
Fax: +1 506 634 2129

St. John's
Fortis Place
5 Springdale Street
Suite 800
St. John's, NL A1E 0E4
Tel: +1 709 726 2840
Fax: +1 709 726 0345

Ernst & Young Inc.
Atlantic Canada
ey.com

Mr. Casey Gavin
20826 Route 12
Tignish PE C0B 2B0

4 April 2017

Mrs. Rose Gavin
RR 4 Seacow Pond
Tignish PE C0B 2B0

In the Matter of the Court Appointed Receivership of Silver Hill Fur Farm Ltd.

Dear Mr. C. Gavin and Mrs. R. Gavin,

Please be advised that on the 13th day of March 2017, Silver Hill Fur Farm Ltd. ("**SHFF**") filed an assignment in bankruptcy with Price Waterhouse Coopers Inc. A copy of the certificate of appointment is attached for your ease of reference.

Please be advised that on the 29th day of March 2017, Ernst & Young Inc. became the Court-appointed receiver (the "**Receiver**") over all property, assets and undertakings (the "**Assets**") of SHFF pursuant to an order (the "**Receivership Order**") issued by the Supreme Court of Prince Edward Island (the "**Court**"). In addition to the Receivership Order, the Court also issued a cooperation order (the "**Cooperation Order**") directing Cooperating Parties (as defined therein) to assist the Receiver with its investigation of SHFF's operations and certain specific items. A copy of the Receivership Order and the Cooperation Order can be found on the Receivers web site at www.ey.com/ca/shff.

The Receiver has spoken to representatives of the Tignish Credit Union and understands that Rose Gavin made two withdrawals from the SHFF bank accounts on 8 March 2017 for cash totaling $36,386.62 as detailed below and in the enclosed bank statements and withdrawal forms:

> Account name: Silver Hill Fur Farm Ltd.
> Account number: 12573-30-0
> Amount: $30,247.62
>
> Account name: Silver Hill Fur Farm Ltd.
> Account number: 12573-10-0
> Amount: $6,139.00

The Receiver hereby demands immediate repayment of $36,386.62 to the Receiver. Cheques may be made payable to "Ernst & Young Inc. Court Appointed Receiver and Receiver Manager of Silver Hill Fur Farm Ltd."

Please contact the undersigned, as required, to make arrangements for payment (by email: steven.j.mclaughlin@ca.ey.com or phone: (506) 388 7762).

Yours sincerely,

ERNST & YOUNG INC.
Licensed Insolvency Trustee
Acting in its capacity as Court Appointed
Receiver of Silver Hill Fur Farm Ltd.

Per:

Steven J McLaughlin, CPA, CA, CIRP, LIT
Vice President

Enclosures

Statement of Account - Etat de Compte

TIGNISH CREDIT UNION LTD

284 BUSINESS STREET
P.O. BOX 40
TIGNISH P.E.I.
C0B 2B0
902-882-2303

Account/Compte: 12573-30-0

Travelling to the US? You can now use your Direct Payment Card at most retail locations in the US. For a listing of retailers go to http://www.nyce.net/

SILVERHILL FUR FARM LTD
20826 SEACOW POND RR4

TIGNISH
PEI
C0B 2B0

Date	Transaction Type	Description	Debit	Credit	Balance Solde
03/01/2017	OPENING BAL				30,247.62
03/08/2017	WD CASH		-30,247.62		0.00
03/29/2017	ENDING BALANCE				0.00

THE SUM OF Thirty thousand two hundred & forty seven — 62/100 DOLLARS

AMOUNT	
$ 30247.	62

RECEIVED BY See attached

TELLER'S INITIALS	BALANCE OF ACOUNT
	$

to cls acct

"INTERNAL TRANSFER FORM"

Vigmst CREDIT UNION LIMITED March 8 2017

DEBIT

MEMBER/ACCOUNT NAME:

Silvia Gavin

		AMOUNT
FROM: ACCOUNT NO.	12573-30-0	$ 30247.62
TO: ACCOUNT NO.		

PARTICULARS OF TRANSFER: Cash W/D

I HEREBY AUTHORIZE THE TRANSFER OF FUNDS AS INDICATED ABOVE.

x Rose Gavin

SIGNATURE

G3

Statement of Account - Etat de Compte

TIGNISH CREDIT UNION LTD

284 BUSINESS STREET
P.O. BOX 40
TIGNISH P.E.I.
C0B 2B0
902-882-2303

Account/Compte: 12573-10-0

SILVERHILL FUR FARM LTD
20826 SEACOW POND RR4

TIGNISH
PEI
C0B 2B0

Date	Transaction Type	Description	Debit	Credit	Balance Solde
03/01/2017	OPENING BAL				6,049.12
03/07/2017	DEPOSIT			0.04	6,049.16
03/08/2017	DEPOSIT			0.59	6,049.75
03/08/2017	Transfer Dep			89.66	6,139.41
03/08/2017	WD CASH		-6,139.00		0.41
03/29/2017	ENDING BALANCE				0.41

"INTERNAL TRANSFER FORM"

CREDIT UNION LIMITED

March 8 2017

DEBIT

MEMBER/ACCOUNT NAME:

61 / 100

1 / 20

1 / 10

1 / 5

2 /

FROM: ACCOUNT NO.	187	AMOUNT
TO: ACCOUNT NO.		$ 6139.00

PARTICULARS OF TRANSFER: Silver hill free farm. Rose Gawn

I HEREBY AUTHORIZE THE TRANSFER OF FUNDS AS INDICATED ABOVE.

Bonnie

SIGNATURE

G3

Appendix E

Court File No. __________

SUPREME COURT OF PRINCE EDWARD ISLAND

BETWEEN:

THE BANK OF NOVA SCOTIA

APPLICANT

- and –

SILVER HILL FUR FARM LTD.

RESPONDENT

COOPERATION ORDER

WHEREAS this Court granted the Initial Receivership Order (the "Initial Order") and a companion Cooperation Order (the "**Cooperation Order**") on March 29, 2017 in relation to the Respondent wherein Ernst & Young Inc. was appointed receiver and receiver manager (the "**Receiver**") of all the Respondent's assets, undertakings and properties (collectively, the "**Property**");

AND UPON reading the Receiver's report dated ________________;

AND UPON hearing the submissions of counsel for the Applicant;

AND UPON being satisfied that the Respondent maintained an account with Bell Canada ("**Bell**") having account number 510764488 (the "**Bell Account**") which had the following phone numbers associated to particular cellular devices 1-902-214-0059, 1-902-214-1029, 1-902-856-0165, 1-902-856-0638 and 1-902-856-1421 (the "**Cell Phones**") and transferred all the phone numbers related to the Cell Phones (with the exception of 1-902-214-1029) to a different account on March 2, 2017 held by another corporation (the "**Unidentified Corporation**");

AND UPON being satisfied that the Cell Phones were Property of the Respondent along with all records related thereto;

AND UPON being satisfied that the granting of this Order will assist in the orderly administration of the Receivership proceedings;

THIS COURT ORDERS:

COOPERATION, ACCESS AND INFORMATION

1. Notwithstanding that all the phone numbers related to the Cell Phones may no longer be associated with their previous cellular devices, the Cell Phones were Property of the Respondent and any and all records in association therewith are also Property of the Respondent.

2. Notwithstanding the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5., Bell, in addition to such duties as are imposed by virtue of the Initial Order and the Cooperation Order, shall provide the Receiver with the following in relation to each of the Cell Phones or any other cellular device associated with the Bell Account for the period of August 1, 2016 to April 30, 2017, or in such intervals during that period as the Receiver may request:

    a. all records containing the incoming and outgoing call detail records, including SMS text message records, of any cellular device associated the Bell Account (the "**CDRs**"); and

    b. the production of all location information for all cell phone towers that were accessed or used for the telecommunication activity related to the CDRs (collectively, the "**Tower Records**"); and

    c. the identity of the Unidentified Corporation to whom the numbers 1-902-214-0059, 1-902-856-0165, 1-902-856-0638 and 1-902-856-1421 were transferred.

3. Notwithstanding the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5., or any other law prohibiting the tracking of an individual's movements, Bell, in addition to the foregoing shall assist the Receiver in locating the Cell Phones with the telephone numbers 1-902-856-0165 and 1-902-856-1421 (collectively, the "**Missing Phones**") by signaling ("pinging") the Missing Phones once per day for three consecutive days following the date of this Order, and determining whether and from

where they are accessing Bell's telecommunication network of cell towers. Bell shall provide any information obtained to the Receiver.

USE OF INFORMATION

4. The Receiver shall only use the Transmission Records, the Tower Records and any other information provided by Bell (collectively, the "**Cell Records**") to carry out its duties under the Initial Order or any other Order of this Court.

5. The Receiver shall segregate any Cell Records that the Receiver believes is personal information of an individual. In such case, the Receiver shall not disclose such Cell Records without further order of the Court.

ASSISTANCE OF PEACE OFFICERS

6. Any peace officer including any Royal Canadian Mounted Police or other law enforcement agency shall assist the Receiver in carrying out its duties and exercising its rights as contained herein and in the Initial Order including, without limiting the generality of the foregoing, the retrieval of Property.

GENERAL

7. In all respects the Initial Order remains in full force and effect and nothing herein derogates from the Initial Order but is supplementary and ancillary thereto.

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

9. The Receiver is hereby authorized and empowered to apply to any court, tribunal, or

regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act in a representative capacity in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

10. Any Person affected by this Order which did not receive notice in advance of the hearing of the initial application may apply to this Court to vary or amend this Order within five (5) days of such Person being served with a copy of this Order.

Dated at Charlottetown, Prince Edward Island, this _____ day of _______, 2017.

____

J.

Heidi Rubin
Senior Counsel, Litigation
Bell Canada Law Department
5025 Creekbank Road, 5th Floor
Mississauga, ON L4W 0B6

Telephone: 905 614-6700
Facsimile: 905 212-0666
heidi.rubin@bell.ca

BY EMAIL (christopher.keliher@ca.ey.com)

April 12, 2017

Christopher Keliher
Ernst & Young Inc.
Acting in its capacity as Court Appointed Receiver
of Silver Hill Fur Farm Ltd.
RBC Waterside Centre
1871 Hollis Street, Suite 500
Halifax, NS B3J 0C3

Dear Mr. Keliher:

Re: In the Matter of the Court Appointed Receivership of Silver Hill Fur Farm Ltd. ("SHFF")

I write in response to your letter dated April 5, 2017 addressed to Bell Mobility Inc., and further to our various telephone discussions since that time.

Your letter refers to the Receivership Order and the Cooperation Order in requesting the assistance from Bell in relation to SHFF's account #510764488 and the five telephone numbers identified. Our records show this is the only account held by SHFF with Bell, and the phone numbers identified were the only phone numbers on that account. Four of the five numbers were transferred to another account on March 2, 2017, except for 902-214-1029 which is still active under the SHFF account.

While we can provide you with information about the account generally, as we read the final sentence of paragraph 5 of the Receivership Order, we are prohibited under section 7(3) of the *Personal Information Protection and Electronic Documents Act* (PIPEDA) from providing detailed records which may potentially disclose personal information without knowledge or consent of a user. In other words, PIPEDA is a statutory provision prohibiting such disclosure. As the Supreme Court of Canada recognized in *R. V. Cole*, work devices are often used for personal reasons, and under PIPEDA specific awful authority is required before such personal information may be disclosed.

In the case of SHFF there are no detailed bills showing usage that were previously sent to SHFF (this was an optional feature on the account which SHFF did not elect to purchase). As such, there are no existing "records of the company" showing usage which we can be certain do not contain personal information. Therefore, in order for Bell to disclose under section 7(3)(c.1)(iii) of PIPEDA, we require a Court Order that specifically compels us to disclose records that might contain the personal information of users on the above-noted account. Such an Order will be necessary notwithstanding paragraph 3 of the Cooperation Order which requires Casey Gavin to produce electronic devices containing call and text logs.

Similarly, while Bell may be able to "ping" some of the phones using the kind of tool we use for 911 location information, this is a highly intrusive request in a civil context, and therefore we will require an explicit mandatory order requiring us to execute this action.

Given our position above, we can't provide any further information at this time without a specific Court Order. At the same time, we acknowledge this matter may be time sensitive, and are available to discuss the issues further and to cooperate in fashioning the type of Court Order required to complete the requests in your letter.

Yours truly,

Heidi Rubin

Appendix F

Silver Hill Fur Farm Ltd. ("SHFF")
Equipment Listing
Unaudited

Item #	MAKE	MODEL	YEAR	SERIAL NUMBER	Net Book Value	SHFF Equipment - No Ownership Dispute - Assets Removed from Site	SHFF Equipment - Assets Remain on Site - Certain Items Subject to Disputed Ownership	SHFF Equipment - Subject to Non-Arm's Length Sale Transactions	SHFF Equipment - Subject to PPSA Registration by Equipment Lessors	SHFF Equipment - Assets Not Found	Notes
1	FEED CART	TWINCA ROYAL 1600	2011	NY104711540		Yes					
2	FEED CART	ROYAL 2000 KUBOTA	2013	8202125		Yes					
3	SPREADER	KUHN-KNIGHT PS150	2012	D0071		Yes					
4	TEDDER	NH 4 BASKET 163	2010	10971		Yes					
5	PLOW	KON 5500	2013	612749		Yes					
6	RAKE	NH 216	2012	662965		Yes					
7	DISC BINE	NH 1412		679724		Yes					
8	TRACTOR	JD 6400	1996	XLO6400X148212X			Yes				L. Gavin claims ownership; no support provided
9	FEED CART	TWINCA 1400	2012	NY8142008			Yes				
10	GRAPPLE	MARCREST BG42	2014	140273			Yes				L. Gavin claims ownership; no support provided
11	SNOW BLOWER	NORMAND	2011	20C42346			Yes				L. Gavin claims ownership; no support provided
12	SNOW BLOWER	NOR N104-342TR	2013	22N53391			Yes				L. Gavin claims ownership; no support provided
13	SPRING HARROWS	KON 2615	2013	700199			Yes				
14	14 - Twinca - feed cart (haliburton)						Yes				
15	FORKLIFT	TOYOTA 7FGU25	2006	79997				Yes			Gavco Fishing Enterprise purchased for $7,000. Appraised value is $5,000.
16	BALER	BC570	2010	YAN103959				Yes			Gavco Fishing Enterprises purchased for $10,000. Appraised value is $11,000.
17	BALER	4240P MARCREST BARON	2013	13410				Yes			L. Gavin purchased for $40,000. Appraised value is $65,000.
18	12 - Horse trailer							Yes			L. Gavin purchased for $9,000. No appraisal performed on this item not on Company premises.
19	2014 Dodge Ram Longhorn 4x4 2500 4 Door Crew Cab		2014	Vin#3C6URSGL7EG228284				Yes			L. Gavin purchased for $35,000. Appraised value is $40,000. Blue Book value is $59,000.
20	2014 Dodge Ram Longhorn 4x4 1500 4 Door Crew Cab		2014	Vin#1C6RR7PMXES399078				Yes			SHFF returned item to dealership then R. Gavin purchased item for $30,000. Appraised value $30,000. Blue Book value is $46,000.
21	TRACTOR 4WD	NH T6030	2010	ZABDO2618				Yes			Gavco purchased from Kensington Agriculture Services Ltd. as discussed in the Receiver's First Report.
22	DISC HARROWS	JD 0637XN	2008	N00637X012129					Yes		
23	TRACTOR 2WD	NH T6030	2012	ZCBD11146					Yes		
24	FORKLIFT (SIDE SHIFT&ROTATOR	TOYOTA 8FDU25	2012	31461					Yes		
25	FORKLIFT	TOYOTA 8FDU25	2012*	60809					Yes		
26	BALER	NH BC570	2013	YCN111793					Yes		
27	ROLLER HARROW	UNVERFERTH 220	2006	81502B					Yes		
28	FORKLIFT	TOYOTA 8FDU25	2012	31112					Yes		C. Gavin confirmed item was scrapped.
29	TRACTOR	NH T7.270 AC &3 PT HITCH		ZBDZ22245					Yes		C. Gavin confirmed item located in Nail Pond, PEI.
30	Combi Cut / Skinning Machinery				130,130					Yes	C. Gavin confirmed no knowledge of it.
31	Illinois Mink Wire Company				44,249					Yes	C. Gavin confirmed no knowledge of it.
32	14 - Twinca - feed cart (haliburton)				42,615					Yes	C. Gavin confirmed no knowledge of it.
33	13 - Homogenizer				12,492					Yes	C. Gavin confirmed item scrapped.
34	MINI LOADER	NORCAR	2014	A500203	11,674					Yes	C. Gavin confirmed item sold to unknown third party for $250.
35	12 - Contractor w Rock Spike				7,608					Yes	C. Gavin confirmed no knowledge of it.
36	12 - Baler handler				7,569					Yes	C. Gavin confirmed item traded to acquire another item, but unable to recall which item.
37	13 - 4 WD Rops W 1801L LG Tractor				5,762					Yes	C. Gavin confirmed no knowledge of it.
38	SKID STEER	NH L125 0704A	2010	N8M463765	3,500					Yes	C. Gavin confirmed this item scrapped.
39	MINI LOADER	NORCAR 911760		A600205						Yes	C. Gavin confirmed item sold to unknown third party for $250.
40	TRACTOR	NH TN60	2010	HJE068023						Yes	C. Gavin confirmed item traded for item #29.
41	FEED CART	ROYAL 2000 KUBOTA	2013	8202126						Yes	C. Gavin confirmed item was tore apart and used for parts on other feed carts
				Total	**265,600**						

Note - The equipment listing has been compiled based on review of SHFF books and records and SHFF accounting records provided by Grant Thornton.

Appendix G

Oct 13, 2016

New Holland Square Baler

BC 5030 10,000.00

Oct 13, 2016

Bale BARON - 40,000.00

Sept 9 2016

2010 Shadow horse trailer

9000.00

Sept 9/2016

2014 Dodge Ram 4x4

Crew CAb. - 35,000.00

Oct 13, 2016

Toyota fork lift - 7000.00

FACTURE
INVOICE

Silver Hill Fur Farm Ltd
Tignish. PEI
C0B 2B0

561398

DATE Oct 13. 2016

N° DE TAXE / TAX REG. NO.

VENDU À / SOLD TO: GAUDO Fishing Enterprise

ADRESSE / ADDRESS: Tignish. PEI
C0B 2B0

EXPÉDIER À / SHIP TO:

ADRESSE / ADDRESS:

COMMANDE DU CLIENT / CUSTOMER'S ORDER	VENDU PAR / SOLD BY	CONDITIONS / TERMS	FAB / FOB	VIA

QUANTITÉ / QUANTITY	DESCRIPTION	PRIX / PRICE	UNITÉ / UNIT	MONTANT / AMOUNT
1	Toyota Forklift		#1840	7000 00
			TPS/GST TVH/HST	1,050 00
			TVP/PST	
			TOTAL	8050 00

POSTED

STAPLES 51B

FACTURE
INVOICE

Silverhill Fur Farm Ltd.
Tignish. PEI
C0B2B0

561399

DATE Oct 13, 2016
Nº DE TAXE / TAX REG. NO.

VENDU À / SOLD TO: Gauvin Fishing Enterprise
ADRESSE / ADDRESS: Tignish, PEI
C0B2B0

EXPÉDIER À / SHIP TO
ADRESSE / ADDRESS

COMMANDE DU CLIENT / CUSTOMER'S ORDER	VENDU PAR / SOLD BY	CONDITIONS / TERMS	FAB / FOB	VIA

QUANTITÉ / QUANTITY	DESCRIPTION	PRIX / PRICE	UNITÉ / UNIT	MONTANT / AMOUNT
1	New Holland Square Baler BC5030		#1801	10,000 00
			TPS/GST TVH/HST	1500 00
			TVP/PST	
			TOTAL	11,500 00

STAPLES 518

POSTED

FACTURE
INVOICE

Silverhill Fur Farm Ltd.
Tignish. PEI
C0B2B0

561400

DATE Oct 13, 2016
Nº DE TAXE / TAX REG. NO.

VENDU À / SOLD TO: Leigh Gavin
ADRESSE / ADDRESS: Tignish PEI
C0B2B0

EXPÉDIER À / SHIP TO
ADRESSE / ADDRESS

COMMANDE DU CLIENT / CUSTOMER'S ORDER	VENDU PAR / SOLD BY	CONDITIONS / TERMS	FAB / FOB	VIA

QUANTITÉ / QUANTITY	DESCRIPTION	PRIX / PRICE	UNITÉ / UNIT	MONTANT / AMOUNT
1	Bale Baron		#1801	40000 00
			TPS/GST TVH/HST	6000 00
			TVP/PST	
			TOTAL	46,000 00

STAPLES 518

POSTED

Silver Hill Fur Farm Ltd.

FACTURE INVOICE

DATE	Sept 9/[illegible]
Nº DE TAXE TAX REG. NO.	

VENDU À SOLD TO	Leigh Gavin	EXPÉDIER À SHIP TO	
ADRESSE ADDRESS		ADRESSE ADDRESS	

COMMANDE DU CLIENT CUSTOMER'S ORDER	VENDU PAR SOLD BY	CONDITIONS TERMS	FAB FOB	VIA

QUANTITÉ QUANTITY	DESCRIPTION	PRIX PRICE	UNITÉ UNIT	MONTANT AMOUNT
	2010 Shadow horse trailer			9,000.00
	[illegible]	#1840		
			TPS/GST TVH/HST	1260.00
			TVP/PST	
			TOTAL	[illegible]

POSTED

STAPLES 51B

Silver Hill Fur Farm Ltd.

FACTURE INVOICE

DATE	Sept 9/[illegible]
Nº DE TAXE TAX REG. NO.	

VENDU À SOLD TO	Leigh Gavin	EXPÉDIER À SHIP TO	
ADRESSE ADDRESS		ADRESSE ADDRESS	

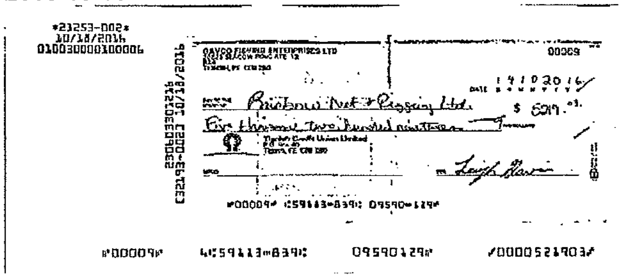
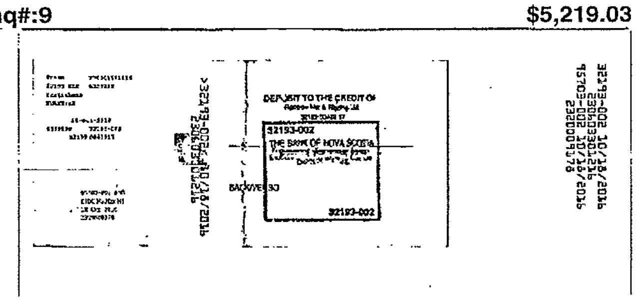
POSTED

COMMANDE DU CLIENT CUSTOMER'S ORDER	VENDU PAR SOLD BY	CONDITIONS TERMS	FAB FOB	VIA

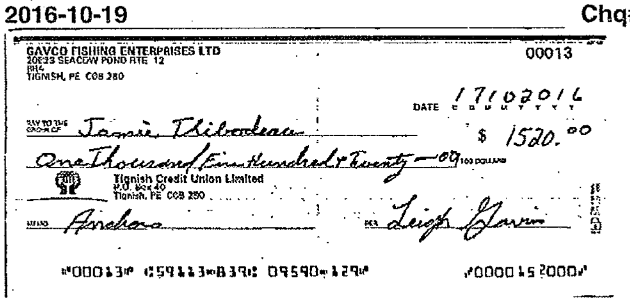
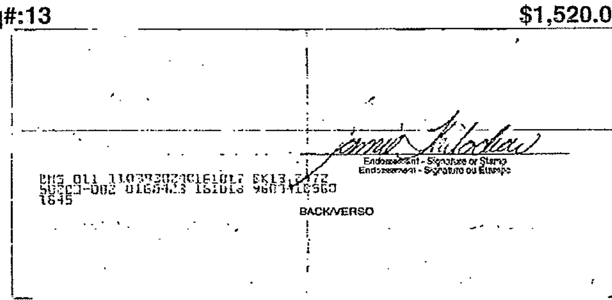
QUANTITÉ QUANTITY	DESCRIPTION	PRIX PRICE	UNITÉ UNIT	MONTANT AMOUNT
	2014 Dodge Ram 4x4		#1840	35,000.00
	Crewcab			
			TPS/GST TVH/HST	4,900.00
			TVP/PST	
			TOTAL	[illegible]

STAPLES 51B

2016-10-19	Chq#:9	$5,219.03

2016-10-19	Chq#:13	$1,520.00

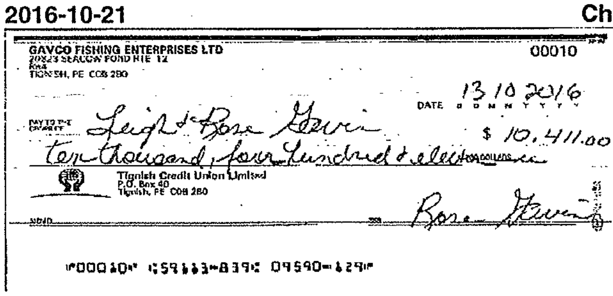
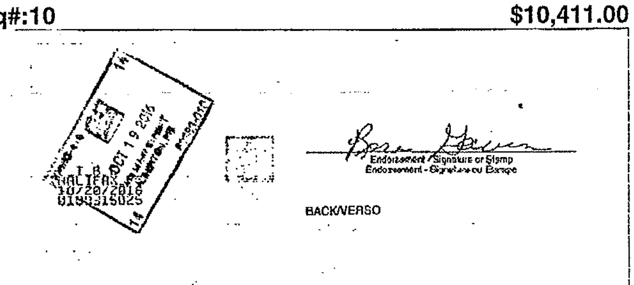
2016-10-20	Chq#:14	$1,280.00

Image Not Available

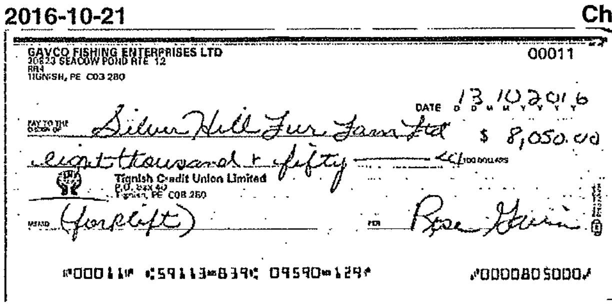
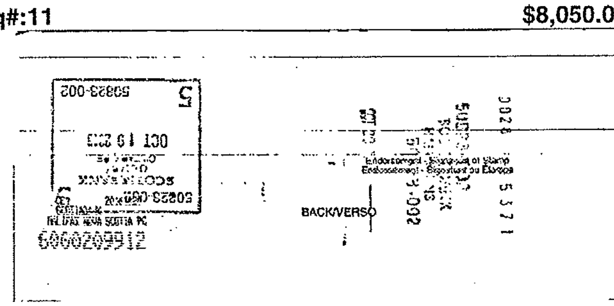
Should you require a copy of this cheque, please contact your branch

(ME)

2016-10-21	Chq#:10	$10,411.00

2016-10-21	Chq#:11	$8,050.00

TIGNISH CREDIT UNION LTD
284 BUSINESS STREET
P.O. BOX 40 TIGNISH P.E.I. C0B 2B0

Account Number: 9590

2016-10-21 Chq#:12 $11,500.00

GAVCO FISHING ENTERPRISES LTD
20824 SEACOW POND RTE 12
TIGNISH, PE C0B 2B0

00012

DATE 13/10/2016
D D M M Y Y Y Y

PAY TO THE ORDER OF Silver Hill Fur Farm Ltd. $ 11,500.00

eleven thousand + five hundred —xx— DOLLARS

Tignish Credit Union Limited
P.O. Box 40
Tignish, PE C0B 2B0

MEMO Square baler

PER Rose Gavin

⑈00012⑈ ⑆59113⑉839⑆ 09590⑉129⑈ ⑈0001150000⑈

Endorsement - Signature or Stamp
Endossement - Signature ou Estampe

BACK/VERSO

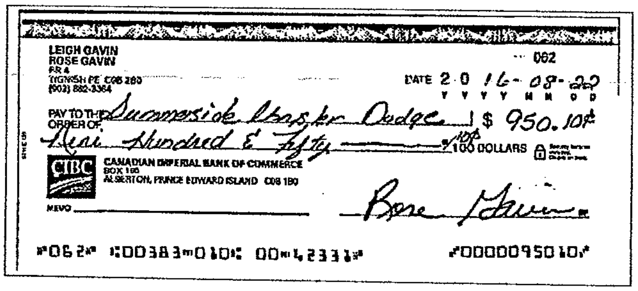
G0B8C0010000009590

CIBC Personal Chequing Account Statement

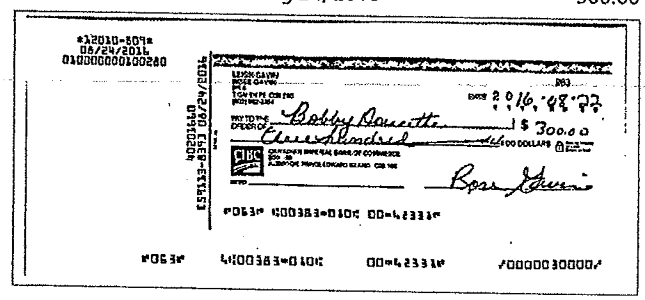
Aug 12 to Sep 15, 2016
Account number: 00-42331
Branch transit number: 00383

Images (continued)

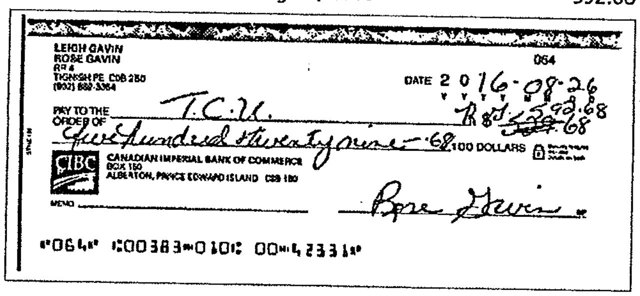
Cheque number	Date processed	Amount ($)
062	Aug 24, 2016	950.10


LEIGH GAVIN
ROSE GAVIN
RR 4
TIGNISH PE C0B 2B0
(902) 882-3364
062
DATE 2016-08-22
PAY TO THE ORDER OF Summerside Chrysler Dodge $ 950.10
Nine Hundred & Fifty 10/100 DOLLARS
CANADIAN IMPERIAL BANK OF COMMERCE
BOX 160
ALBERTON, PRINCE EDWARD ISLAND C0B 1B0
MEMO
Rose Gavin
⑈062⑈ ⑆00383⑉010⑆ 00⑉42331⑈ ⑈0000095010⑈

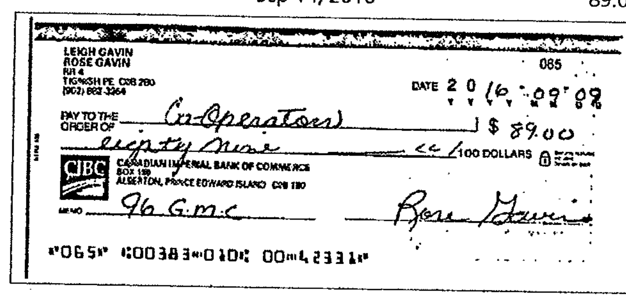
Cheque number	Date processed	Amount ($)
063	Aug 24, 2016	300.00


08/24/2016
LEIGH GAVIN
ROSE GAVIN
063
DATE 2016-08-22
PAY TO THE ORDER OF Bobby Doucette $ 300.00
Three Hundred 00/100 DOLLARS
CANADIAN IMPERIAL BANK OF COMMERCE
Rose Gavin
⑈063⑈ ⑆00383⑉010⑆ 00⑉42331⑈ ⑈0000030000⑈

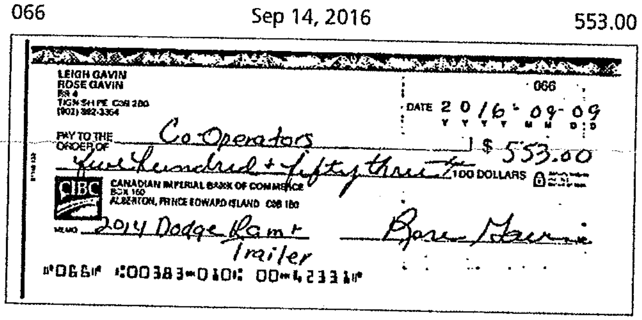
Cheque number	Date processed	Amount ($)
064	Aug 29, 2016	592.68


LEIGH GAVIN
ROSE GAVIN
RR 4
TIGNISH PE C0B 2B0
(902) 882-3364
064
DATE 2016-08-26
PAY TO THE ORDER OF T.C.U. $ 592.68
Five Hundred Ninety two 68/100 DOLLARS
CANADIAN IMPERIAL BANK OF COMMERCE
BOX 160
ALBERTON, PRINCE EDWARD ISLAND C0B 1B0
MEMO
Rose Gavin
⑈064⑈ ⑆00383⑉010⑆ 00⑉42331⑈

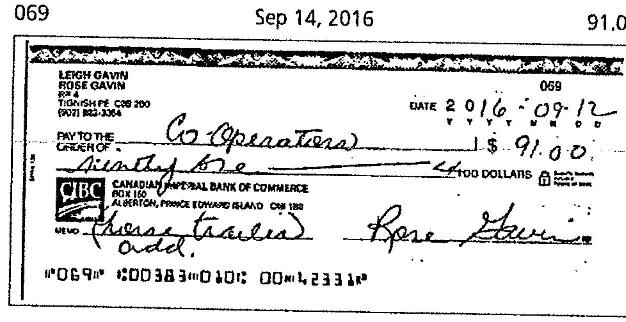
Cheque number	Date processed	Amount ($)
065	Sep 14, 2016	89.00


LEIGH GAVIN
ROSE GAVIN
RR 4
TIGNISH PE C0B 2B0
(902) 882-3364
065
DATE 2016-09-09
PAY TO THE ORDER OF Co-Operators $ 89.00
eighty nine 00/100 DOLLARS
CANADIAN IMPERIAL BANK OF COMMERCE
BOX 160
ALBERTON, PRINCE EDWARD ISLAND C0B 1B0
MEMO 96 G.M.C
Rose Gavin
⑈065⑈ ⑆00383⑉010⑆ 00⑉42331⑈

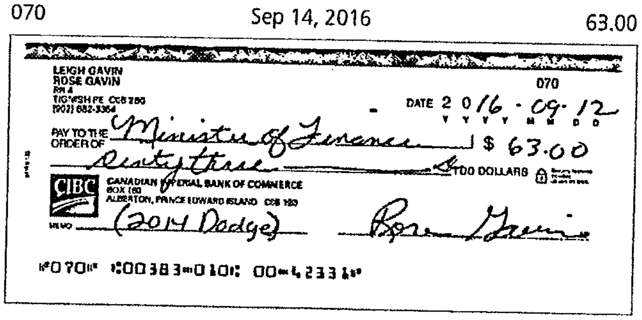
Cheque number	Date processed	Amount ($)
066	Sep 14, 2016	553.00


LEIGH GAVIN
ROSE GAVIN
RR 4
TIGNISH PE C0B 2B0
(902) 882-3364
066
DATE 2016-09-09
PAY TO THE ORDER OF Co-Operators $ 553.00
Five Hundred + fifty three 00/100 DOLLARS
CANADIAN IMPERIAL BANK OF COMMERCE
BOX 160
ALBERTON, PRINCE EDWARD ISLAND C0B 1B0
MEMO 2014 Dodge Ram + Trailer
Rose Gavin
⑈066⑈ ⑆00383⑉010⑆ 00⑉42331⑈

Cheque number	Date processed	Amount ($)
069	Sep 14, 2016	91.00


LEIGH GAVIN
ROSE GAVIN
RR 4
TIGNISH PE C0B 2B0
(902) 882-3364
069
DATE 2016-09-12
PAY TO THE ORDER OF Co-Operators $ 91.00
ninety one 00/100 DOLLARS
CANADIAN IMPERIAL BANK OF COMMERCE
BOX 160
ALBERTON, PRINCE EDWARD ISLAND C0B 1B0
MEMO horse trailer add.
Rose Gavin
⑈069⑈ ⑆00383⑉010⑆ 00⑉42331⑈

Cheque number	Date processed	Amount ($)
070	Sep 14, 2016	63.00


LEIGH GAVIN
ROSE GAVIN
RR 4
TIGNISH PE C0B 2B0
(902) 882-3364
070
DATE 2016-09-12
PAY TO THE ORDER OF Minister of Finance $ 63.00
Sixty three 00/100 DOLLARS
CANADIAN IMPERIAL BANK OF COMMERCE
BOX 160
ALBERTON, PRINCE EDWARD ISLAND C0B 1B0
MEMO (2014 Dodge)
Rose Gavin
⑈070⑈ ⑆00383⑉010⑆ 00⑉42331⑈

110-003131

Your transaction details (continued)

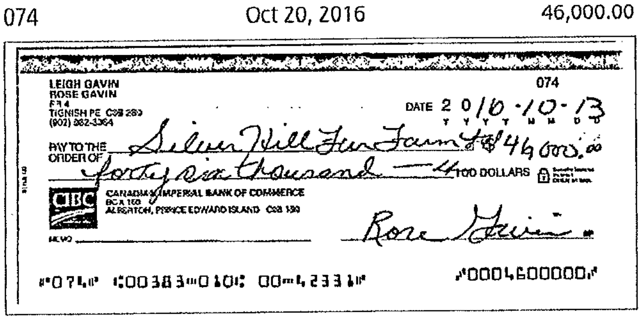
Date	Description	Withdrawals ($)	Deposits ($)	Balance ($)
Nov 02	**Balance forward**			**$82,211.01**
Nov 04	PREAUTHORIZED DEBIT D+H -CHEQUE ORDER	137.22		82,073.79
Nov 07	CHEQUE 101 (72545909)	200.90		81,872.89
	PREAUTHORIZED DEBIT 0000074039 DESJARDINS FINANCIAL SECURITY	130.59		81,742.30
	PREAUTHORIZED DEBIT 000520436402599 SCOTIA BANK - SPL LOAN PAYMENT	386.95		81,355.35
Nov 10	DEPOSIT		1,101.92	82,457.27
	WITHDRAWAL	676.90		81,780.37
	PREAUTHORIZED DEBIT 000520436823204 SCOTIA BANK - SPL LOAN PAYMENT	300.11		81,480.26
Nov 14	DEPOSIT CANADA		912.00	82,392.26
Nov 15	CHEQUE 102 (75869153)	108.71		82,283.55
	CHEQUE 104 (75869156)	85.30		82,198.25
	CHEQUE 105 (75869159)	16.84		82,181.41
	CHEQUE 106 (75869162)	700.00		81,481.41
	Closing balance			**$81,481.41**

Your message centre

Important: Under your personal account agreement with CIBC, this statement will be considered correct if you do not report errors, omissions or irregularities to CIBC in writing within 30 days of the date CIBC mails or otherwise sends this statement to you. (This rule does not apply to improper credits to your account).

Images

Cheque number	Date processed	Amount ($)
074	Oct 20, 2016	46,000.00



LEIGH GAVIN
ROSE GAVIN
RR 4
TIGNISH PE C0B 2B0
(902) 882-3364

074

DATE 2016-10-13

PAY TO THE ORDER OF Silver Hill Fur Farm Ltd $46,000.00
forty six thousand —— 00/100 DOLLARS

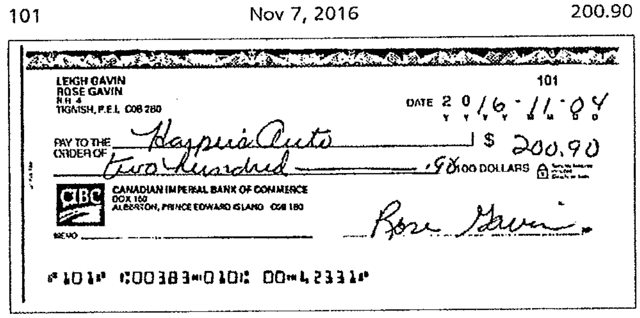
CANADIAN IMPERIAL BANK OF COMMERCE
BOX 160
ALBERTON, PRINCE EDWARD ISLAND C0B 1B0

MEMO

Rose Gavin

⑈074⑈ ⑆00383⑉010⑆ 00⑉42331⑈ ⑈0004600000⑈

Cheque number	Date processed	Amount ($)
101	Nov 7, 2016	200.90



LEIGH GAVIN
ROSE GAVIN
R.R. 4
TIGNISH, P.E.I. C0B 2B0

101

DATE 2016-11-04

PAY TO THE ORDER OF Happie Auto $ 200.90
Two Hundred —— 90/100 DOLLARS

CANADIAN IMPERIAL BANK OF COMMERCE
BOX 160
ALBERTON, PRINCE EDWARD ISLAND C0B 1B0

MEMO

Rose Gavin

⑈101⑈ ⑆00383⑉010⑆ 00⑉42331⑈

NON-NEGOTIABLE DUPLICATE OF CHEQUE

071

LEIGH GAVIN
ROSE GAVIN
RR 4
TIGNISH PE C0B 2B0
(902) 882-3364

BALANCE FORWARD	
THIS CHEQUE	
BALANCE	
DEPOSIT	

CIBC

CANADIAN IMPERIAL BANK OF COMMERCE
BOX 160
ALBERTON, PRINCE EDWARD ISLAND C0B 1B0

[redacted]

BALANCE FORWARD	

071 00383-010 00-4[illegible]331

Appendix H

SUMMERSIDE CHRYSLER DODGE (1984) LTD.
3 WATER STREET, BOX 1566
SUMMERSIDE PE C1N 4K4
TEL.: (902) 436-9141 FAX: (902) 436-8556
www.summerchrysler.com sales@summersidechrysler.pe.ca H.S.T. NO. 105063291 RT

DEAL # 3504

FORM PART OF THIS CONTRACT

MONTH	DAY	YEAR
10	06	2014

PURCHASER: ~~SILVER~~ SILVER HILL FUR FARM LTD.	☐ G.S.T. EXEMPT	ADDRESS: 20826 ROUTE 12		APT. NO.
CITY: SEACOW POND	PROV.: PE	POSTAL CODE: C0B 2B0	RES. PHONE: (902)882-4140	OCCUPATION:
EMPLOYER:		ADDRESS:		BUS. PHONE:

If new vehicle is sold herein the prices shown in this section are the manufacturers suggested retail prices of basic vehicle and optional extras.

OPT.	OPTIONAL EQUIP.	LIST PRICE
	BASIC VEHICLE	69 316.00
TOTAL MANUFACTURER'S SUGGESTED RETAIL PRICE		$ 69 316.00
	FREIGHT	1 695.00
	AIR CONDITIONING	100.00
	TOTAL	$ 71 111.00
	TOTAL SALE PRICE	$ 71 111.00

I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING VEHICLE ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.

NEW / USED / DEMO	YEAR	MAKE	MODEL NAME	MODEL NO.	COLOUR
NEW XX	2014	RAM	1500	DS6R98	BLACK CLEA

TRIM	TOP	SERIAL NO.	LIC. NO.	STOCK NO.
		1C6RR7PMXES399078	~~8440W~~ WCU	14655

IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM — DISTANCE TRAVELLED 25 KM ☒ MI ☐ — PURCHASER'S INITIAL

A REPLACEMENT MOTOR VEHICLE PERMIT TRANSFER CANNOT BE OBTAINED WITHOUT A SAFETY STANDARDS CERTIFICATE PURSUANT TO THE MOTOR VEHICLE ACT.

THE VEHICLE HEREIN WILL BE DELIVERED WITH AN "UNFIT VEHICLE PERMIT" AND THE PURCHASER IS RESPONSIBLE FOR REMOVING THE VEHICLE AND FOR TRANSFERRING THE UNFIT MOTOR VEHICLE PERMIT AT HIS OWN COST. ☐

THE VEHICLE HEREIN WILL BE DELIVERED AT THE PRICE HEREIN STATED WITH A SAFETY STANDARDS CERTIFICATE. ☐ NO.

WARRANTY: YES ☐ NO ☐

TRADE-IN DESCRIPTION & LIEN DISCLOSURE

☒ G.S.T. NON-REGISTRANT ☐ G.S.T. REGISTRANT

G.S.T. REGISTRANT NO. — G.S.T. DUE ON TRADE-IN $

YEAR	MAKE	MODEL
2012	RAM	1500

LICENSE NO. — YR. OF ISSUE — ENGINE NO.

SERIAL NO.: 1C6RD7PT4CS131792 — DISTANCE TRAVELLED: 50 000 KM ☒ MI ☐

WAS VEHICLE PREVIOUSLY USED AS A TAXICAB OR POLICE VEHICLE? ☐ YES ☐ NO

NET AMOUNT OF LIEN: 0.00 — OWED TO:

LAST REGISTERED OWNER:

ADDRESS: — OWNER'S SIGNATURE:

CUSTOMER INFORMATION

NAME OF INSURANCE COMPANY: CO-OPERATORS

POLICY NO.: B-8547155-03 — EXPIRY DATE: 17 MAY 2015

NAME OF AGENT: DAN MACDONALD INS — TELEPHONE NO.: (902)882-4100

DRIVER'S LICENSE NO. — EXPIRY DATE

REMARKS-DATE VEHICLE DELIVERED / / INITIAL

"We and our service providers and affiliates will use the information provided by you to (i) perform services as may be directly requested by you; (ii) provide more information regarding the products and services of us, our affiliates and business partners; (iii) generate statistical and aggregated data that does not identify you personally, and (iv) disclose your information to us, our service providers and affiliates for the purpose of providing services to you and to provide you more information regarding their products and services. By providing your information to us, you consent to these uses. You may notify us in writing if in the future you do not consent to any of these uses of the information you provide."

X

TERMS OF SETTLEMENT

TOTAL SALE PRICE	71 111.00
TRADE-IN ALLOWANCE	37 000.00
NET DIFFERENCE	34 111.00
Admin Fee	495.00
PROTECTION RUST - PAINT - FABRIC	895.00
SUBTOTAL	35 501.00
H.S.T 14.00 %	4 970.14
SUBTOTAL	40 471.14
EXTENDED WARRANTY	1 795.00
TIRE WARRANTY	
ENVIRONMENT TAX	56.[illegible]
H.S.T. ON ABOVE WARRANTIES AND FEES	251.30
LICENSE OR TRANSFER	20.00
BALANCE DUE	42 593.69
REBATE	1 500.00
☐ DEPOSIT	
PAYOUT LIEN ON TRADE-IN	
PAYABLE ON DELIVERY	
BALANCE FINANCED SUBJECT TO APPROVAL	41 093.69
LIFE/DISABILITY INS. (IF REQUESTED)	declined
REGISTRATION FEE (IF NECESSARY)	110.55
NET AMOUNT TO BE FINANCED	41 204.24
COST OF BORROWING 5.49%	7 248.88
TOTAL BALANCE DUE	$ 48 453.12

AMOUNT OF PAYMENTS: 673.06 — NO. OF PAYMENTS: 72

PAYMENTS START ON: 11 / 06 / 2014 — CREDIT APPROVAL: RBC

REGISTRATION NO.

SALESMAN'S NAME (PLEASE PRINT): BILL MCLELLAN

SALESMAN'S SIGNATURE

CONDITIONS OF SALE

1. I hereby certify that the mileage of the above mentioned trade-in vehicle is MI ______ KM 50 000
2. ODOMETER: The dealer does not warrant or guarantee the odometer reading of any used motor vehicle said herein and makes only such disclosure as is required under the Motor Vehicle Act and Regulations thereunder.
3. This order and agreement is not to be considered as binding on the vendor until approved and accepted by vendors Sales Manager or a duly authorized officer of the company. N.B. our salesmen have not this authority.
4. I hereby warrant and declare this vehicle to be my property free and clear of all liens and encumbrances except as follows owing to: ______ $ ______
5. ACKNOWLEDGEMENT OF CONDITIONS: The purchaser acknowledges having read the conditions printed on the reverse side hereof and (continued on back →)

The said purchase to be for the price as hereinafter set forth and shall include the transfer to you of my used vehicle if any, as described above, which said used vehicle I warrant to be free of all encumbrances, except as herein disclosed.

The undersigned purchaser warrants all information supplied herein to be true.

PURCHASER'S SIGNATURE X

CO-SIGNER (IF ANY)

VENDOR'S ACCEPTANCE

DATE: OCTOBER 06 2014 — DEALER REG. NO.: C3232

NAME OF OFFICIAL (PLEASE PRINT) — ACCEPTOR'S REG NO.

SIGNATURE — TITLE

▼ (INFORMATION BELOW THIS LINE IS NOT PART OF THE CONTRACT) ▼

FULL DISCLOSURE CONDITIONAL SALE CONTRACT

Application number 43747850

BUYER'S Full Name	First Given Name SILVER HILL FUR FARM LTD.	Second Given Name (Required)	Last Name (Surname)	
BUYER'S Address	Street 20826 ROUTE 12 ROUTE	City TIGNISH	Province PRINCE EDWARD	Postal Code C0B2B0
CO-BUYER'S Full Name	First Given Name	Second Given Name (Required)	Last Name (Surname)	
CO-BUYER'S Address	Street	City	Province	Postal Code
CO-BUYER'S Full Name	First Given Name	Second Given Name (Required)	Last Name (Surname)	
CO-BUYER'S Address	Street	City	Province	Postal Code
DEALER'S Name and Address	Name SUMMERSIDE CHRYSLER DODGE (1984) LTD 3 WATER ST SUMMERSIDE PRINCE EDWARD ISLAND C1N4K4	Street	City / Province	Postal Code

Principal Amount	$ 41,204.24
Annual Interest Rate	5.49 % As long as all payments under this contract are made when due, this interest is calculated daily using the "simple interest" method and charged MONTHLY.
Annual Percentage Rate	5.49 % The interest rate for a whole year (annualized) including applicable fees such as service charges or loan origination fees when applicable.
Term	72 **months** The term of the contract is fully open which means that you can pay down all or a portion of your contract at any time without paying a penalty.
Date of Advance	OCTOBER 6, 2014 This is the date your funds will be advanced. Interest will be calculated and charged from this date on.
Payments	$ 672.96 on the 5TH DAY OF THE MONTH. Your payment is payable MONTHLY and includes payment toward both principal and interest.

Amortization Period	72 **months** Based on the current terms and conditions, your loan will take 72 **months** to pay in full.
Prepayment Privilege	You may prepay all or any part of the unpaid balance of the Principal Amount at any time without any charge or penalty.
Prepayment Charges	Not applicable.
Default Insurance	Not applicable.
Other Fees	Document filing fees $ 110.55 Dishonoured cheque / pre-authorized payment $ 35.00

DEALER SELLS TO YOU AND YOU BUY and agree to pay for the Vehicle described below on the terms and conditions of this contract set forth below.

In this contract, (i) the words "You" and "Your" refer to the Buyer and the Co-Buyer(s), if any, and Your liability will be joint and several (that is, solidary) if there is (are) a Co-Buyer(s); (ii) the words "Seller", "we", "our" and "us" refer to the Dealer who signs this contract ("Dealer") and after the assignment of Seller's rights under this contract to an assignee, those words refer to ROYAL BANK OF CANADA (referred to as the "Bank" or a "Financial Institution"), and includes any subsequent assignee of this contract; and (iii) the word "Vehicle" refers to the vehicle described below and includes any equipment, attachments or accessories attached to such vehicle. This contract includes any addenda, amendments or schedules made or attached to it from time to time, and, without limitation, includes any bill of sale or other document evidencing the agreement to purchase and sell the Vehicle entered into between You and Seller (the "Bill of Sale"). The provisions of each such document are incorporated into this contract.

[X] New [ ] Used	Year	Make	Model	Body Type	License No.	Vehicle Identification No.
	2014	RAM	1500 LARAMIE LONGHORN	CREW CAB SWB 4WD		1C6RR7PMXES399078
Primary Use:	[X] Personal, Family or Household [ ] Business [ ] Agricultural			If truck, describe bodies and major items of equipment sold		

1. DELIVERY PRICE (including all taxes, accessories or extra equipment, if any, and any charges not payable by a cash customer) $ 77,798.69
2. AMOUNT OF DOWN PAYMENT
   - (a) Trade-in 2012 RAM 1500 (Describe) $ 37,000.00
   - (b) Less - owing to (Name) $ 0.00
   - (c) Difference (a) - (b) $ 37,000.00
   - (d) Add cash payment $ 1,500.00
   - Down payment (c) + (d) $ 38,500.00
3. BALANCE (1 - 2) $ 39,298.69
4. DOCUMENT FILING FEES $ 110.55

CREDIT DISCLOSURE STATEMENT

5. OPTIONAL GOODS AND SERVICES
   - (a) (i) Extended Warranty / Service Agreements $ 1,795.00

(ii) Life Insurance $ 0.00
(iii) Accident and Health Insurance $ 0.00
(iv) Other Goods and Services

(Specify)

(Specify)

REPLACEMENT WARRANTY $ 0.00

(Specify)

TOTAL [5(a)(i) + 5(a)(ii) + 5(a)(iii) + 5(a)(iv)] $ 1,795.00

6. CASH PRICE OF VEHICLE
(a) Delivery Price $ 77,798.69
(b) Less Rebate for Cash Customers only (plus applicable taxes) $ 0.00
(c) Less Dealer Documentation / Admin Fees Not Payable by Cash Customers $
Cash Price of Vehicle [6(a) - 6(b) - 6(c)] $ 77,798.69

THE FOLLOWING INFORMATION IS GIVEN EFFECTIVE THE CONTRACT DATE

7. AMOUNT FINANCED (3 + 4 + 5) $ 41,204.24
(the total principal amount that You owe Seller on the Contract Date)

8. TERM OF CONTRACT 72 months

9. INSTALMENTS
(a) Instalments of $ 672.96 commence on NOVEMBER 5, 2014 and are due on the 05 day of each successive month thereafter, or the last day of the month if there is no such day, and a final instalment of $ 672.96 is due on OCTOBER 5, 2020, or as indicated below.

(b) Total amount of all instalments $ 48,453.12

10. INTEREST AND COST OF BORROWING
(a) Interest is charged from the Contract Date on the balance of the Amount Financed at the annual rate of 5.49 %
(b) Non-Interest Charges
(i) Rebate for Cash Customers only (plus applicable taxes) [6(b)] $ 0.00
(ii) Dealer Documentation / Admin Fees Not Payable by Cash Customers [6(c)] $
(c) Total Value Given by You (Payments) [2(a) + 2(d) + 9(b)] $ 86,953.12
(d) Total Value Received by You (Advances) [2(b) + 4 + 5 + 6] $ 79,704.24
(e) Total Cost of Borrowing / Total Cost of Credit [10(c) - 10(d)] $ 7,248.88
(f) Annual Percentage Rate (APR)
(Total Cost of Borrowing expressed as an annual percentage rate) 5.49 %

11. **INSTALMENT PAYMENTS**
You will pay the Amount Financed (line 7) with interest charged monthly or bi-weekly, as the case may be, and calculated on the daily outstanding Amount Financed at the annual rate shown on line 10(a) at an office of the Financial Institution to be designated in instalments as specified on line 9(a).

12. **PREPAYMENT AND APPLICATION OF PAYMENTS**
You may prepay the unpaid balance of the Amount Financed in full at any time without any charge or penalty, or You may prepay part of the Amount Financed provided that such partial prepayment is made on the date that an instalment is due. Each instalment and any prepayment is applied first to interest then due and payable, then to the outstanding principal amount and then to any default charges payable under this contract. If You prepay the Amount Financed in full and pay any other amounts owing under this contract, You may be entitled under applicable law to a refund of a portion (calculated in accordance with applicable legislation) of the amounts specified on lines 6(b) and 6(c) (the portion of the Total Cost of Borrowing / Total Cost of Credit that is not interest charges).

13. **DEFAULT CHARGES**
Except if prohibited by applicable law, You must reimburse us for the full amount of all legal costs to collect any amount You owe to us, or to enforce our security over the Vehicle. You must also pay us for our standard charge (currently **$35**, but subject to change without notice to You) for any cheque or other pre-authorized payment that we process that is dishonoured.

14. OPTIONAL SERVICES

The optional services which You have accepted and the charges for them are described in Section 5. You are entitled to cancel optional services of a continuing nature provided by Seller, the Financial Institution or an associate of either Seller or the Financial Institution and purchased by You under this contract by giving the provider of such service and, if different, the Financial Institution, thirty (30) days notice or such shorter period of notice as set out in the agreement under which those services are provided to You (the "services agreement"). The conditions, if any, under which You may terminate any other optional services of a continuing nature purchased by You and for which payments are made under this contract are contained in the applicable services agreement.

15. CALCULATION OF INTEREST AND PAST DUE INTEREST

Interest on the Amount Financed begins to accrue on the Contract Date and shall be calculated using the "simple interest" method. If you do not pay an instalment on its due date or the entire unpaid amount of the Amount Financed is declared to be due and payable and is not paid when due, we will add the overdue interest to the Amount Financed and charge you interest on the combined amount until it is paid. This is called compound interest. We calculate compound interest at the interest rate stated in section 10(a) of this contract. You promise to pay compound interest at the same frequency as your regular instalments, both before and after maturity, default and judgment, until the Amount Financed is paid in full. If, at the end of a payment period, you do not pay compound interest calculated in the manner provided in this section 15 in addition to the amount (in capital and interest) of your regular deferred payment, we will add such unpaid compound interest to the Amount Financed and interest for the next ensuing payment period will be calculated at the rates stated in section 10(a) of this contract on such Amount Financed, as increased by the unpaid compound interest. Alternatively, we can demand payment of, and you promise to pay, overdue interest and unpaid compound interest immediately when we ask you to pay it.

16. DEFAULT AND REPOSSESSION

If You fail to make any payment under this contract when due or breach any other provision of this contract or a proceeding in bankruptcy, receivership or insolvency is instituted by or against You or a receiver is appointed, judicially or otherwise, affecting You or Your property, or should Seller deem itself insecure, it shall be conclusively deemed that You are in default under this contract and the balance of the Amount Financed hereunder together with accrued and unpaid interest thereon and all other amounts owing under this contract shall immediately become due and payable and Seller may **(a)** sue You for all amounts owing under this contract and **(b)** take possession of the Vehicle wherever it may be found, unless applicable law requires Seller to elect either (a) or (b) above.

17. TITLE

The title, ownership and right of property in the Vehicle shall not pass to You until all monies payable by You under this contract are fully paid. In addition to Seller's other legal rights under this contract where you reside in a province other than Quebec, as security for Your payment of all monies payable by You under this contract, You hereby grant, assign and convey to Seller and acknowledge that Seller shall have, take and retain a purchase money security interest in the Vehicle and the proceeds thereof, including but not limited to proceeds of any insurance policies or service contracts, in accordance with applicable personal property security laws.

18. LIENS AND ENCUMBRANCES

You agree not to sell or transfer the Vehicle, create or permit to continue any charge, lien or encumbrance of any kind upon the Vehicle and shall not use it illegally or for hire. Seller may, at its option, without incurring any obligation to do so, discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Vehicle and may pay for the maintenance and preservation of the Vehicle and You agree to reimburse the Seller for any such payments made by Seller.

19. CONDITION REPORT

If requested by us, You agree to promptly and accurately complete, execute and deliver to us our then current form of vehicle condition and/or accident report. You also agree to pay us on demand any cost that we incur in connection with obtaining any third party inspection or report regarding the Vehicle which we may obtain to determine any information that we require regarding the condition or history of the Vehicle, including information that we require to satisfy requirements under applicable law.

END OF CREDIT DISCLOSURE STATEMENT

20. TRADE-IN

You represent and warrant that You have title to and ownership of any trade-in vehicle described in this contract free and clear of all liens, charges and encumbrances, except as declared in this contract.

21. SALE OF REPOSSESSED VEHICLE

If Seller repossesses the Vehicle, Seller may sell it at wholesale or retail or otherwise dispose of it on such terms as Seller considers commercially reasonable and the net proceeds of such sale shall be credited to Your account. The net proceeds of sale will be the selling price less all reasonable expenses of enforcing the contract, taking, holding, repairing, processing, preparing for disposition and disposing of the Vehicle and any other reasonable expenses, including without limitation all legal costs including lawyers' fees on a solicitor-client basis and auction and advertising fees. If there remains a surplus after such application of the proceeds of sale, it will be paid to You unless applicable law requires Seller to pay it to someone else. If there is a balance owing after the application of such net proceeds, to the extent permitted by applicable law, You will immediately pay the difference to Seller.

22. **WARRANTIES**
The Vehicle may be covered by warranties that are prescribed and which cannot be waived by law, or written warranties offered by the manufacturer or Dealer. Subject to the above, there are no and Seller makes no representations, warranties, or guarantees, express or implied, statutory or otherwise, with respect to the Vehicle, and none whatsoever are offered by the Financial Institution, and non-performance of any of them shall not affect Your obligation to make payments to the Financial Institution under this contract.

23. **NO WAIVER OF RIGHTS**
You acknowledge that the rights of Seller under this contract will not be waived in the event Seller accepts a late or partial payment or delays enforcement of Seller's rights on any occasion and all payments provided for in this contract shall continue to become payable when due. Any change in the terms of this contract must be in writing and signed by Seller and You.

24. **LOCATION OF VEHICLE AND NAME OF BUYER**
You will not permanently remove the Vehicle from the province or territory You resided in when You signed this contract, change Your name or carry on business under any name except the name shown on this contract without giving Seller prior written notice of each such change. You agree that the Vehicle will not be removed outside the limits of Canada or the continental United States.

25. **INDEMNITY**
You will indemnify us from and against any claims, demands, actions, causes of action, damages, loss, deficiencies, costs, liabilities and expenses which may be made or brought against us or which we may suffer as a result of the condition, maintenance, use or operation of the Vehicle (including, without limitation, any reduction in the value of the Vehicle as a result of an accident or incident involving the Vehicle, even if any damage caused by such accident or incident has been repaired), or as a result of any breach whatsoever by You of this contract.

26. **GENERAL**
(a) Time is of the essence of this contract.
(b) The transfer, renewal, extension or assignment of this contract or loss, injury, confiscation, damage or destruction of the Vehicle or any part thereof from whatever cause shall not release You from any obligations under this contract.
(c) This contract replaces and cancels any previous contract or agreement, whether written or oral, between You and Seller with respect to the Vehicle.
(d) You will not assign this contract without the prior consent in writing of Seller. This contract shall apply to and bind You and Your heirs, executors, administrators, successors and permitted assigns and shall enure to the benefit of, be binding upon, and be enforceable by Seller and the Seller's successors and assigns. You agree that the Financial Institution may assign this contract without notice to You.
(e) Any provisions of this contract not in compliance with or prohibited by the laws of any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such noncompliance or prohibition without invalidating the remaining provisions of this contract.
(f) Where permitted by law, You hereby waive Your right to receive copies of any financing statement, financing change statement or verification statement relating to this contract and/or the Vehicle.
(g) All of Your obligations under this contract shall survive the termination of this contract to the extent required for their full observance and performance.
(h) This contract is governed by the laws of the province where You reside as set out on page 1.
(i) So long as this contract remains in effect you agree to execute, acknowledge and deliver such financing statements, financing change statements and further documents as we may reasonably request with respect to the Vehicle in order to give effect to this contract and to pay all costs for related searches and filings, including any fees of a service provider.

27. **REQUIRED INSURANCE**
You agree to insure the Vehicle adequately by collision and comprehensive insurance and maintain the same so long as You owe any monies under this contract. You may purchase such insurance from a licensed insurer (directly or through an agent) of Your choice, but that insurer must be acceptable to Seller, acting reasonably. You will furnish Seller with satisfactory evidence of such insurance, noting and adequately covering and protecting the interest of Seller, and naming Seller as an insured, if permitted by applicable law, and, in any event, You hereby assign and transfer to Seller any and all insurance proceeds covering or related to the Vehicle. If You fail to comply with the foregoing, You shall be conclusively deemed to be in breach of this contract. If You do not obtain or maintain such insurance, Seller may purchase it for You to protect Seller's interest only. If Seller purchases such insurance, Seller will notify You and You will pay the premium immediately or if paid by Seller You will reimburse Seller upon demand. Any proceeds of such insurance shall be used to repair the Vehicle or if the Vehicle cannot be repaired such proceeds shall be credited to Your account.

INSURANCE INFORMATION	
INSURANCE AGENT / BROKER	**INSURANCE COMPANY**
Name	Name
Number and Street	Policy Number
City, Province Postal Code	Effective Date From: To:
Telephone Number	Coverage ☐ Comprehensive $ 0.00 Deductible ☐ Collision $ 0.00 Deductible

I/WE AUTHORIZE THE FINANCIAL INSTITUTION TO VERIFY AND MY INSURANCE AGENT / BROKER / COMPANY TO DISCLOSE THIS INSURANCE INFORMATION.

28. Both the Buyer, Co-Buyer(s) (if applicable) and the Seller have requested that the contract be drawn up in English. *L'acheteur et le coacheteur (le cas échéant) ainsi que le vendeur ont tous exigé que ce contrat soit rédigé en anglais.*

PRE-AUTHORIZED PAYMENT PLAN AUTHORIZATION AGREEMENT

The Account Holder and the Joint Account Holder (if applicable) identified below (referred to as "you" and "your") hereby authorize ROYAL BANK OF CANADA (referred to as the "Lender"), to debit the account at the bank or other financial institution identified on the voided cheque that you provided to the Lender, or any other account that you have identified below or that you may identify to the Lender from time to time (the "Account") by pre-authorized debit request (a "PAD") for (i) the amount of each payment due at the set intervals specified under the contract between the Lender, the Buyer and the Co-Buyer(s) (if applicable) identified below (the "Contract") on or shortly after each payment due date as set out in the Contract and (ii) at the same time, any overdue payment, unpaid interest or other charges that become due under the Contract at any time, in each case, without prior notice to you. **By signing below you waive your right to receive prior written notice from the Lender of the amount and date of each PAD, including any change thereto.** You understand that this agreement may be cancelled by you at any time upon thirty (30) days written notice given by you to the Lender at 10 York Mills Road, Suite 300 - 3rd Floor, Toronto, Ontario M2P 0A2; however, if you cancel this agreement, the Buyer and the Co-Buyer(s), as the case may be, will remain obligated to pay the Lender all amounts due or owing under the Contract. To obtain a sample cancellation form, or for more information on your right to cancel this agreement, you may contact your financial institution or visit www.cdnpay.ca. You acknowledge that this agreement is being executed and delivered for the benefit of the Lender and the financial institution at which the Account is held (the "Processing Institution") and is being entered into in consideration of such Processing Institution agreeing to process PADs against the Account in accordance with the rules of the Canadian Payments Association. You further acknowledge that delivery of this agreement to the Lender also constitutes delivery thereof by you to the Processing Institution, and that the Processing Institution is not required to verify that each PAD submitted by the Lender has been issued in accordance with this agreement (including the amount) or that the purpose of the payment for which a PAD was submitted has been fulfilled as a condition of honouring a PAD. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca. You understand that you may dispute a PAD if (i) it was not drawn in accordance with this agreement, or (ii) if you have cancelled this agreement. In order to be reimbursed for a disputed PAD, you understand that you must deliver a written declaration stating that either (i) or (ii) above occurred to the Processing Institution within the applicable time period prescribed by the Canadian Payments Association, and if you do not, the disputed PAD must be resolved between you and the Lender directly. You also authorize the Lender to directly deposit to the Account any amounts owing to you under the Contract. ***Each person whose signature is required on the Account must sign below.***

SILVER HILL FUR FARM LTD.
Buyer Name

Co-Buyer(s) Name(s)

Account Holder Name

Joint Account Holder Name (if any)

Financial Institution Name : ______________________

Branch Address : ______________________

Financial Institution Number : ______ **Transit Number :** ______ **Account Number :** ______

Vehicle Use is for (check one) : **Personal Use** ☒ **Business Use** ☐

X ______________ OCTOBER 6, 2014
Account Holder Signature **Date**

______________ OCTOBER 6, 2014
Joint Account Holder Signature **Date**

PLEASE ATTACH A CHEQUE MARKED "VOID"

ROYAL BANK OF CANADA
10 York Mills Road
Suite 300 - 3rd Floor
Toronto, Ontario M2P 0A2
Tel: 1-800-769-2511

CONTRACT DATE: You signed this contract and received a copy on **OCTOBER 06** (Month and Day), **2014** (Year)

You acknowledge that You have received the Vehicle described above, in good order, on the Contract Date.

BUYER SIGNS X : X ______________

CO-BUYER SIGNS X : ______________

CO-BUYER SIGNS X : ______________

DEALER SIGNS X : ______________

Title : ______________

ASSIGNMENT

For value, Dealer hereby sells, assigns and transfers to the Bank all its rights and interest in this contract and the Vehicle described above, **with recourse** ☐, **without recourse** ☒ .

DEALER SIGNS X : ______________

Title : ______________

AUGUST 18, 2016

1657U

To Whom It May Concern,

SILVER HILL FURM FARMS LTD have sold a 2014 Ram 1500 with VIN 1C6RR7PMXES399078 to Summerside Chrysler Dodge For $ 30,062.00

Sincerely

Joyce Ann Gavin

Joyce Ann Gavin

20826 Route 12

Seacow Pond Pe C0B 2B0

RBC Royal Bank®
RBC Banque Royale®

Facsimile/ Télécopie

Royal Bank of Canada
Personal Service Centre
10 York Mills Road - 3rd Floor
Toronto, ON M2P 0A2

Banque Royale du Canada
Centre des services personnels
C.P.6011, Succursale Centre-ville
Montréal, Québec H3C 3B8

If you receive this fax in error, please call:
Si vous recevez cette transmission par erreur, s.v.p. téléphoner au:
1-800-974-1163 (ON, NS, PEI, NL, NB);
1-800-361-5600 (QC);
1-877-359-4711 (AB, SK, MB, NU, NT);
1-877-717-4619 (BC, YK).

To/Dest: SUMMERSIDE CHRYSLER DODGE(1984) LTD
Cc:
Fax /Téléc.: 902 4368556
From/Exp:
Date: Monday, August 15, 2016 3:58:38 PM
Pages: 03
(including cover page/ y compris la page couverture)

Re:

Please find enclosed in this fax the following documents/Vous trouverez ci-joint les documents suivant:

These faxed documents are to be used in lieu of original documents. If you have any questions or require any further information regarding these documents, please contact our Personal Service Centre at the applicable phone number for your region below:

Ces documents télécopiés doivent être utilisés en lieu et place des documents originaux. Si vous avez des questions ou désirez de plus amples renseignements au sujet de ces documents, veuillez communiquer avec notre Centre des services personnels au:

1-800-974-1163 (ON, NS, PEI, NL, NB)/1-800-361-5600 (QC)/1-877-359-4711 (SK, MB, NU, NT)/ 1-877-717-4619 (BC, YK)

✓

ROYAL BANK OF CANADA
10 YORK MILLS ROAD
5TH FLOOR
TORONTO ON M2P OA2

Royal Bank of Canada
Personal Loan
Payout Statement

SUMMERSIDE CHRYSLER DODGE(1984
ATTN STEVE
NEXT PMT SEP 05/16
CGA
FAX NUMBER: 902-436-8556

Loan Reference Number:	08213-84656099-001
SRF Number:	174939595
Issue Date:	AUGUST 15, 2016
How to reach us:	

Payout Statement for Loan 84656099-001

Client(s): SILVER HILL FUR FARM LTD

Security Description: 2014 RAM 1500 CREW CAB SWB 4WD /// VIN 1C6RR7PMXES399078

This Statement sets out the amount of money required to pay **Loan 84656099-001** in full on the requested payout date of **AUGUST 15, 2016**. Amounts and charges are explained along with instructions for making payment.

Total Amount Due for Payout on AUGUST 15, 2016 **$30,061.96**

Per diem Interest **$4.51**

Explanation of Balances and Charges

Outstanding Principal Balance **$30,016.81**

This is the principal amount owing on the loan as of the date of issue of this statement, plus any capitalized interest (if applicable) up to the last regularly scheduled interest payment date. In addition, this balance includes any fees already charged before the issue of this statement (including any overlimit fees, stop payment fees, processing fees or collection fees).

Accrued Interest **$45.15**

This is the amount of interest that will accrue between the last regularly scheduled payment date and the requested payout date.

LoanProtector® Insurance Premium Due **$0.00**

This is the amount of Insurance Premium owing to cover the period between the last regularly scheduled insurance payment date and the requested payout date.

Administration Fee **$0.00**

An Administration Fee is charged for the preparation of the discharge of the Mortgage or Security (if applicable).

Discharge Registration Fee **$0.00**

A Discharge Registration Fee is charged to register the discharge of the Mortgage or Security (if applicable).

Late Payment Fees **$0.00**

"Non Sufficient Funds" (NSF) charges are applied if a financial institution returns a cheque or refuses the pre-authorized debit used to make a Loan payment. We charge the amount of any fee imposed on us by that financial institution.

Payment Instructions

1. Please verify balance owing prior to payout by calling . Regular scheduled payments, including LoanProtector insurance premiums, if any, must be made up to the date of the requested payout. If a scheduled payment is not made, for any reason, the mortgage or other security for the loan will not be discharged until payment in full is received.
2. Payment in full must be received by us no later than 3:00 p.m. on the requested payout date of **AUGUST 15, 2016**. If funds are not received by 3:00 p.m., per diem interest of **$4.51** must be added for each additional day, including the payout date, to the "Total Amount Due for Payout".
3. Ensure any correspondence includes the Loan Reference Number and is forwarded to the address provided at the top of this Statement.

Scotiabank®

P.O. BOX 1595
SUMMERSIDE PE C1N 2V5

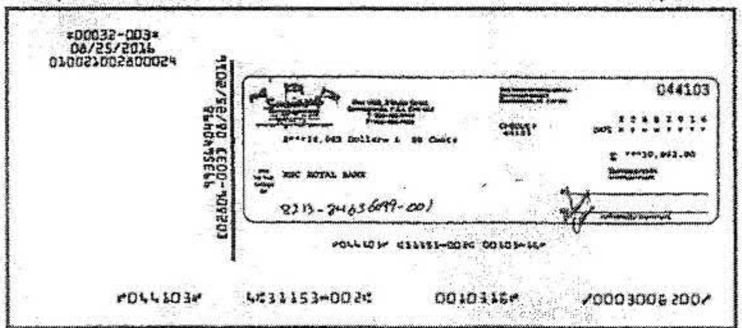
00083 28

436-2204

1ST CLASS MAIL

20160825 0010316
CHEQUE# 00000000044103

$30,062.00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08/25/2016
010021002800024

044103

RBC ROYAL BANK

8213-2463699-001

⑈044103⑈ ⑆31153⑉002⑆ 00103⑈16⑈ ⑀0003006200⑀

Transaction Details

Print

Account Number	31153 00103 16	Account Name	SUMMERSIDE CHRSYLER
Account Type	DDA	Currency	CAD
Amount	Debit $30,062.00		
Value Date	08/25/2016	Post Date/Time	08/25/2016 23:03
Agent Id		Origin Transit	31153
Description	CHEQUE~44103		

Close

CHRYSLER

Summerside
CHRYSLER DODGE JEEP RAM

Jeep

KEEPING YOUR VEHICLE IN TOP SHAPE IS OUR COMMITMENT TO YOU

DODGE

3 WATER STREET, BOX 1566
SUMMERSIDE, P.E.I. C1N 4K4
T: 902-436-9141
F: 902-436-8556
SERVICE@SUMMERSIDECHRYSLER.PE.CA
WWW.SUMMERSIDECHRYSLER.COM

RAM

SOLD TO		ADVISOR						DOCUMENT #
ROSE GAVIN 20823 ROUTE 12 RR 4 TIGNISH C0B 2B0		LORELEI SWIM				30		WC95194
		MAKE MODEL YEAR: RAM 1500 2014				COLOR		ODOMETER: 78789
		VIN: 1C6RR7PMXES 399078		FUEL: D	CYL: 6	IS DATE: 08/18/16		DATE IN: 08/18/16
HOUSE PHONE: (902) 882-3364	ADDRESS #: GAVI04	YOUR KEY: 08/16	STOCK #: 1657U	A/C: Y	A/T: 4	LICENSE #: 420WK		DATE OUT: 08/22/16
WORK PHONE	EXTENSION	P.O. NUMBER: A6			PRT	STATUS: Copy		TAG #: 1

Note :

12D	Qty	Description------------------------------*	Price	Amount
A-	MVI	MOTOR VEHICLE INSPECTION		
N	.70	Date 08/19/16 Tech: 18 Oper: MVI M.V.I. performed mvi-passed		30.00
		Total Operation A :		30.00
B-		NEEDS A WINDSHIELD		
	1	NOVUS SS0015928 INSTALL WINDSHIELD FOR MVI	460.00	460.00
		Other ....:		460.00
		Total Operation B :		460.00
C-		O/S RRT 16-020 - POWERTRAIN SYSTEM		
N	.40	Date 08/19/16 Tech: 18 Oper: 181904EG performed pcm flash update		N/C
		Total Operation C :		N/C
D-		O/S RECALL R36 - STEERING WHEEL WIRING		
N	.40	Date 08/19/16 Tech: 18 Oper: 08R36182		N/C
N	1.00	CHR CBXFR361AA PLUG		N/C
		Total Operation D :		N/C
E-		O/S RECALL R51 - WINTER FRONT COVER		
		Total Operation E :		N/C
F-		O/S RECALL R69 - SELECTIVE CATALYTIC REDUCTION		
		Total Operation F :		N/C
G-		BIG LEBOWSKI - AS PER WARREN		
		THE BIG LEBOWSKI PACKAGE		Incl.

I acknowledge that I owe the following amount :

HST# R105063291

PAY THIS AMOUNT :

Date ____________ Signature ____________

Chrysler parts installed here are warranted for one year.

 Continue next page 17:04:39 FILE COPY

... THE ENVIRONMENT. WE HOPE YOU'LL ... FOR WASTE FEES WILL HELP RECYCLE ANY HAZARDOUS AUTO PARTS.

CHRYSLER

Summerside
CHRYSLER DODGE JEEP RAM

Jeep

DODGE

RAM

KEEPING YOUR VEHICLE IN TOP SHAPE IS OUR COMMITMENT TO YOU
3 WATER STREET, BOX 1566
SUMMERSIDE, P.E.I. C1N 4K4
T: 902-436-9141
F: 902-436-8556
SERVICE@SUMMERSIDECHRYSLER.PE.CA
WWW.SUMMERSIDECHRYSLER.COM

SOLD TO	ADVISOR				DOCUMENT #
ROSE GAVIN 20823 ROUTE 12 RR 4 TIGNISH C0B 2B0	LORELEI SWIM			30	WC95194
	MAKE MODEL YEAR: RAM 1500 2014			COLOR:	ODOMETER: 78789
	VIN: 1C6RR7PMXES 399078	FUEL: D	CYL: 6	IS DATE: 08/18/16	DATE IN: 08/18/16
HOUSE PHONE: (902) 882-3364 / ADDRESS #: GAVI04	YOUR KEY: 08/16 / STOCK #: 1657U	A/C: Y	A/T: 4	LICENSE #: 420WK	DATE OUT: 08/22/16
WORK PHONE: / EXTENSION:	P.O. NUMBER: A6		PRT:	STATUS: Copy	TAG #: 1

Note :

12D	Qty	Description---------------------------------*		Price	Amount
		Total Operation G :			195.00
H-		REPLACE PUDDLE LAMPS			
	.60	Date 08/19/16 Tech: 18 Oper:		90.00	54.00
	1.00	CHR 68302825AA LAMP	47.19	45.71	45.71
	1.00	CHR 68302824AA LAMP	47.19	45.71	45.71
		MATERIALS			3.00

during inspection found both puddle lamps inop. found both lights burnt out. replaced both puddle lamps and re tested ok

Labor ....:	54.00
Parts ....:	91.42
Other ....:	3.00
Total Operation H :	148.42

** Payment Modes ...: CHEQUE PAYMENT CHEQUE 950.10 **

	** SUBTOTAL	833.42
GST	** T1	116.68
PST	** T2	

I acknowledge that I owe the following amount :

Date ________ Signature ________

HST# R105063291

PAY THIS AMOUNT : $950.10

Chrysler parts installed here are warranted for one year.
FOR THE ENVIRONMENT. WE HOPE YOU'LL ... AN... APPLIED FOR WASTE FEES WILL HELP RECYCLE ANY HAZARDOUS AUTO PARTS.

 17:04:39 FILE COPY

SUMMERSIDE CHRYSLER DODGE (1984) LTD.
3 WATER STREET, BOX 1566
SUMMERSIDE PE C1N 4K4
TEL.: (902) 436-9141 FAX: (902) 436-8556
www.summerchrysler.com sales@summersidechrysler.pe.ca H.S.T. NO. 105063291 RT

SUMMERSIDE'S ACTION CORNER

CONDITIONS ON BACK FORM PART OF THIS CONTRACT ✓

DEAL # 6006

MONTH	DAY	YEAR
08	18	2016

PURCHASER: GAVIN,ROSALIE ANGELA	☐ G.S.T. EXEMPT	ADDRESS: 20823 ROUTE 12		APT. NO.
CITY: SEACOW POND	PROV. PE	POSTAL CODE: C0B 2B0	RES. PHONE: (902)882-3364	OCCUPATION
EMPLOYER		ADDRESS		BUS. PHONE

If new vehicle is sold herein the prices shown in this section are the manufacturers suggested retail prices of basic vehicle and optional extras.

I/WE HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER, THE FOLLOWING VEHICLE ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.

NEW / USED / DEMO	YEAR	MAKE	MODEL NAME	MODEL NO.	COLOUR
USED: XX	2014	RAM	1500		BLACK

TRIM	TOP	SERIAL NO.	LIC. NO.	STOCK NO.
		1C6RR7PMXES399078	420WK	1657U

IF DEMONSTRATOR WARRANTY TIME IS MEASURED FROM — DISTANCE TRAVELLED 79780 KM ☒ MI ☐ PURCHASER'S INITIAL

A REPLACEMENT MOTOR VEHICLE PERMIT TRANSFER CANNOT BE OBTAINED WITHOUT A SAFETY STANDARDS CERTIFICATE PURSUANT TO THE MOTOR VEHICLE ACT.

THE VEHICLE HEREIN WILL BE DELIVERED WITH AN "UNFIT VEHICLE PERMIT" AND THE PURCHASER IS RESPONSIBLE FOR REMOVING THE VEHICLE AND FOR TRANSFERRING THE UNFIT MOTOR VEHICLE PERMIT AT HIS OWN COST. ☐

THE VEHICLE HEREIN WILL BE DELIVERED AT THE PRICE HEREIN STATED WITH A SAFETY STANDARDS CERTIFICATE. ☐ NO.

WARRANTY: YES ☐ NO ☐

OPT.	OPTIONAL EQUIP.	LIST PRICE
	BASIC VEHICLE	

TRADE-IN DESCRIPTION & LIEN DISCLOSURE

☐ G.S.T. NON-REGISTRANT ☐ G.S.T. REGISTRANT

G.S.T. REGISTRANT NO. — G.S.T. DUE ON TRADE-IN $

YEAR — MAKE — MODEL

LICENSE NO. — YR. OF ISSUE — ENGINE NO.

SERIAL NO. — DISTANCE TRAVELLED KM ☐ MI ☐

WAS VEHICLE PREVIOUSLY USED AS A TAXICAB OR POLICE VEHICLE? ☐ YES ☐ NO

NET AMOUNT OF LIEN — OWED TO

LAST REGISTERED OWNER

ADDRESS — OWNER'S SIGNATURE

TERMS OF SETTLEMENT

TOTAL SALE PRICE		30 062.00
TRADE-IN ALLOWANCE		
NET DIFFERENCE		30 062.00
PROTECTION RUST - PAINT - FABRIC		
SUBTOTAL		30 062.00
H.S.T	14.00 %	4 208.68
SUBTOTAL		34 270.68
EXTENDED WARRANTY		
TIRE WARRANTY		
ENVIRONMENT TAX		
H.S.T. ON ABOVE WARRANTIES AND FEES		
LICENSE OR TRANSFER		80.00
BALANCE DUE		34 350.68
REBATE		
☐ DEPOSIT		
PAYOUT LIEN ON TRADE-IN		
PAYABLE ON DELIVERY		
BALANCE FINANCED SUBJECT TO APPROVAL		34 350.68
LIFE/DISABILITY INS. (IF REQUESTED)		declined
REGISTRATION FEE (IF NECESSARY)		122.03
NET AMOUNT TO BE FINANCED		34 472.71
COST OF BORROWING	4.98%	4 541.59
TOTAL BALANCE DUE	$	39 014.30

AMOUNT OF PAYMENTS	NO. OF PAYMENTS
300.11	130
PAYMENTS START ON: 09 / 01 / 2016	CREDIT APPROVAL: BNS

REGISTRATION NO.

CUSTOMER INFORMATION

NAME OF INSURANCE COMPANY: COOPERATORS

POLICY NO. — EXPIRY DATE

NAME OF AGENT: COOPERATORS — TELEPHONE NO.

DRIVER'S LICENSE NO. 049707 — EXPIRY DATE

REMARKS-DATE VEHICLE DELIVERED 08 / 18 / 16 ______ INITIAL

CUSTOMER MUST CALL AND CONFIRM FULL INSURANCE COVERAGE.
ALL SALES FINAL.
VEHICLE IS AS EQUIPPED.
CUSTOMER MUST STOP PMT ON ANY TRADE LIENS.

"We and our service providers and affiliates will use the information provided by you to (i) perform services as may be directly requested by you; (ii) provide more information regarding the products and services of us, our affiliates and business partners, (iii) generate statistical and aggregated data that does not identify you personally, and (iv) disclose your information to our service providers and affiliates for the purpose of providing services to you and to provide you more information regarding their products and services. By providing your information to us, you consent to these uses. You may notify us in writing if in the future you do not consent to any of these uses of the information you provide."

X ______

TOTAL MANUFACTURER'S SUGGESTED RETAIL PRICE	$	
FREIGHT		
AIR CONDITIONING		
TOTAL	$	30 062.00
TOTAL SALE PRICE	$	30 062.00

CONDITIONS OF SALE

1. I hereby certify that the mileage of the above mentioned trade-in vehicle is MI ______ KM ______
2. ODOMETER: The dealer does not warrant or guarantee the odometer reading of any used motor vehicle said herein and makes only such disclosure as is required under the Motor Vehicle Act and Regulations thereunder.
3. This order and agreement is not to be considered as binding on the vendor until approved and accepted by vendors Sales Manager or a duly authorized officer of the company. N.B. our salesmen have not this authority.
4. I hereby warrant and declare this vehicle to be my property free and clear of all liens and encumbrances except as follows owing to: ______ $ ______
5. ACKNOWLEDGEMENT OF CONDITIONS: The purchaser acknowledges having read the conditions printed on the reverse side hereof and (continued on back ...)

The said purchase to be for the price as hereinafter set forth and shall include the transfer to you of my used vehicle if any, as described above, which said used vehicle I warrant to be free of all encumbrances, except as herein disclosed.
The undersigned purchaser warrants all information supplied herein to be true.

PURCHASER'S SIGNATURE X Rose Gavin

CO-SIGNER (IF ANY)

VENDOR'S ACCEPTANCE	DEALER REG. NO.
DATE: AUGUST 18 2016	C3232
NAME OF OFFICIAL (PLEASE PRINT)	ACCEPTOR'S REG NO.
SIGNATURE	TITLE

SALESMAN'S NAME (PLEASE PRINT): BRODY ELLIS

SALESMAN'S SIGNATURE

▼ (INFORMATION BELOW THIS LINE IS NOT PART OF THE CONTRACT) ▼

ABA-201-CUST RO606719 O (1/16)

Credit Agreement – All Canada – Except Quebec – Fixed Rate Loan

Scotiabank®

This Agreement is dated AUGUST 18, 2016

Customer Service 1-888-777-6842

BETWEEN:

Borrower's (Buyer's): Full Legal Name, ANGELA (First Name) ROSALIE (Middle Name(s)) GAVIN (Last Name)

Address 20823 ROUTE 12 ROUTE (Street) SEACOW POND (City) PE (Province) C0B2B0 (Postal Code)

Co-Borrower's (Co-Buyer's): Full Legal Name,
First Name / Middle Name(s) / Last Name

Address
Street / City / Province / Postal Code

Co-Borrower's (Co-Buyer's): Full Legal Name,
First Name / Middle Name(s) / Last Name

Address
Street / City / Province / Postal Code

And Seller (Dealer):

Seller's Name: SUMMERSIDE CHRYSLER DODGE

Address 3 WATER ST (Street) SUMMERSIDE (City) PE (Province) C1N4K4 (Postal Code)

AND THE BANK OF NOVA SCOTIA
(Bank to which Seller will assign this Agreement)

This Agreement provides for the financing of the purchase of the property described below, and the creation of a security interest to us in the property. The words **you** and **your** mean the borrower and each co-borrower, if any, jointly and separately. **We**, **our** and **us** mean the Seller and The Bank of Nova Scotia when the Seller assigns (transfers) this Agreement after you sign it.

1. SECURITY INTEREST AND DESCRIPTION OF PROPERTY COVERED

Subject to the terms and conditions in this Agreement, you grant us a security interest in the following property, and any attachments, accessions, repairs or replacement parts or other equipment placed on the property from time to time ("**property**") as security for the repayment of all amounts you owe us from time to time under this Agreement and any amendments to this Agreement. When you pay us what you owe us under this Agreement in full, our interest in the property will come to an end.

☐ New	☒ Used	Make RAM	Model 1500	Year 2014	VIN/Serial No. 1C6RR7PMXES399078
☐ New	☐ Used	Make	Model	Year	VIN/Serial No.
☐ New	☐ Used	Make	Model	Year	VIN/Serial No.
☐ New	☐ Used	Make	Model	Year	VIN/Serial No.

The property shall remain personal property regardless of the manner of attachment to any real property. You agree that we have a security interest in the proceeds of the property; including the proceeds of sale of the property should it be sold either with or without our permission.

2. COST OF FINANCING PROPERTY (INCLUDES ALL APPLICABLE TAXES)

(1) Cash Selling price of property and related services being financed (including all extra equipment, taxes, warranty and fees for dealer services) Warranty $ 0.00 Dealer Document fee $ ____ Taxes $ 4,208.68	$ 34,350.68
(2) Trade-in allowance Year ____ Make ____ Model ____	$ 0.00
(3) Lien on trade-in to ____ to be satisfied by Seller	$ 0.00
(4) Net trade-in (2) - (3)	$ 0.00
(5) Cash down payment	$ 0.00
(6) Total down payment (4) + (5)	$ 0.00
(7) CASH SELLING PRICE LESS TOTAL DOWN PAYMENT (1) - (6)	$ 34,350.68
(8) Optional Insurance fees (total)	$ 0.00
(9) Registration fee	$ 71.00
(10) Administration fees	$ 51.03
(11) UNPAID BALANCE OF CASH SELLING PRICE AND FEES TO BE FINANCED (7) + (8) + (9) + (10) (cash selling price, less down payment, plus optional insurance, registration and administration fees)	$ 34,472.71
(12) **INTEREST CHARGES – FIXED INTEREST RATE** at 4.98 % per year for 60 months Annual Percentage Rate 4.98 % (cost of borrowing %)	$ 4,482.86
(13) Cost of Borrowing/Cost of Credit (10) + (12) + $ 0 Waived Cash Rebate	$ 4,533.89
(14) Total Registration and Administration fees (9) + (10)	$ 122.03
TOTAL BALANCE YOU MUST PAY (11) + (12)	$ 38,955.57
TOTAL PAYMENTS/TOTAL ADVANCES/AGGREGATE COST TO BORROWER/CO-BORROWER(S):	
Cost of Borrowing (13)	$ 4,533.89
Total (1) + (8) + (9) above (cash selling price plus optional insurance fees, plus registration fee)	$ 34,421.68
Total (1) + (3) + (8) + (9) above (total advances)	$ 34,421.68
Total of (7) + (8) + (9) (cash selling price, less down payment, plus optional insurance fees and registration fees)	$ 34,421.68

Agreement number 1250181 : 0274

1163411 (08/15)

31153

3. TERMS OF REPAYMENT

In return for financing your purchase of the property described and related services and all fees related to this Agreement, you promise to pay a total of $ 38,955.57.

The total is comprised of the unpaid balance of the cash selling price of the property described and related services and all fees to be financed $ 34,472.71 (the "Loan") plus $ 4,482.86 interest on the Loan at the annual interest rate set out above.

Term of Loan (months) 60 **Amortization period (months)** 60.

You agree to pay the total amount as follows:

First payment of $ 300.11 on **SEPTEMBER 1, 2016** (date) and then pay in **BI-WEEKLY** (payment frequency) instalments of $ 300.11 ** commencing on **SEPTEMBER 15, 2016** (date) through and including **SEPTEMBER 1, 2021** (the "**Maturity Date**"***) on which date a final payment of approximately $ 0.00 is also due.

** If payment frequency is other than monthly and your Loan is in default or you cancel your automatic payment plan, we may without notice to you require your Loan payments to be paid on a monthly basis in instalments of $ 650.23.

*** The Maturity Date may not be the exact date on which the last payment would be scheduled depending on the payment frequency specified in this Agreement.

Interest begins to accrue from the date of this Agreement. We calculate interest daily by multiplying the daily unpaid balance of the Loan by the annual interest rate divided by 365 (or 366 in a leap year). Each payment will be applied as follows: first, to pay interest and next, to reduce the principal amount of the Loan.

Should you fail to make any instalment payment when it is due or fail to pay when due any charge or fee you are required to pay under this Agreement, in addition to any other rights we have under this Agreement, you will be charged interest on the overdue amount (including any overdue interest) until you have paid the overdue amount. Unpaid interest will be added to the unpaid balance of the Loan on each date that an instalment payment is due, and you will be charged interest on that increased balance. This means that unpaid interest is compounded. Where permitted by law, the rate at which you will be charged interest on the unpaid balance of the Loan (including any overdue amount) after default will be 2% per annum above the rate that you were charged before default. This higher rate will continue to apply on the entire unpaid balance of the Loan until all overdue amounts have been paid in full. Interest at the applicable rate will be charged both before and after any judgment for payment.

4. ADDITIONAL DISCLOSURE

Fees. You will pay us the registration and administration fees set out in lines 2(9) and 2(10) of the Cost of Financing Property Section. The registration fee is the fee that we must pay to the government or similar authority to register a security interest under the Personal Property Security Act. The administration fee consists of:

(1) an agency fee that we pay to a third party to register a security interest on our behalf, and

(2) a processing fee related to the processing of your Loan and this Agreement. The administration fees are included in your Cost of Borrowing/Cost of Credit.

Where permitted by law, you also agree to pay us a fee for discharging our interest in the property, in addition to any government fee, if you pay out your Loan prior to the Maturity Date. Our discharge fee is currently $ 35. If any cheque or other form of payment is dishonoured or returned for any reason, you will, where permitted by law, pay us a fee (the **"NSF"** Fee) in the current amount of $ 50 for each such item. We will add the amount of the fee to your Loan. Such fees are subject to change without notice. For customer service, please call **1-888-777-6842** (The Bank of Nova Scotia) or **1-877-375-2771** (Scotia Dealer Advantage Inc.), as applicable.

Optional Services/Insurance. Where you have applied for services or insurance in connection with this Agreement, you authorize us to add the fees or premiums to the unpaid balance of the cash selling price to be financed and to pay the fees or premiums in a lump sum payment to the service provider or insurer. Where provided under applicable law, you may have the right to cancel any optional services of a continuing nature on giving 30 days' written notice **to the service provider or the insurer**, or such shorter notice period as is provided for by the agreement under which the service is provided. Upon the cancellation of such an optional service, you may be entitled to a refund **from the service provider or the insurer** of any amount already paid that relates to any portion of the service that has not been provided at the time of cancellation.

You may purchase any insurance from any insurer authorized by law to provide it or through an agent of your choice.

Pre-payment. You may pre-pay what you owe in whole or in part at any time without penalty. If you prepay the balance of the Loan in full, we will, where required by law, refund you a portion of the administration fees (see line 2(10) of the Cost of Financing Property Section) determined by multiplying the amount of the administration fees by a fraction which is the number of months in the unexpired term of the Loan divided by the number of months in the term of the Loan.

Enforcement costs. If we take possession of the property, or if we enforce or defend our rights to be paid the balance due by court proceedings, you will pay our expenses (including reasonable legal expenses) of taking, holding, protecting, repairing, maintaining and selling the property, and recovering payment from you, to the maximum extent permitted by law. Please refer to section 6 of the Conditions of Financing for additional enforcement terms.

Special payments. If we make any payments for repairs or insurance or to clear claims against the property or make any other payments for the purpose of remedying any failure by you to do something required of you under this Agreement, you will, to the maximum extent permitted by applicable law, reimburse us for such payments

CONDITIONS OF FINANCING

1. **Care of property.** You will keep the property in good repair and replace all worn, broken or defective parts. If you fail to do this, we can make repairs and charge you for them. We have the right to inspect the property at any reasonable time. You will comply with all applicable laws relating to the property and its maintenance.
2. **Use of the property.** You will provide us with at least 10 business days prior notice of your intent to lease the property or sell or transfer any interest in it or give possession or control to anyone else, but you must not do any of these things without our written permission. The property must not be used in any illegal manner or for any unlawful purpose. If the property is a vehicle, it may not be used for hire as a public conveyance. You will provide us with at least 10 business days prior notice of your intent to remove the property from your Province or Territory for more than 30 days, but you will not do this without our written approval.
3. **Claims against the property.** You confirm that you are the only legal and beneficial owner(s) of the property and no one but us has any other interest in the property. If the property was sold to you through a conditional sales agreement or any sales agreement containing a reservation of title to the Seller, you agree and represent to us that any such reservation of title is void and that title to the property has passed to you. You will keep the property clear of all claims against it except ours. If you don't, we may, but don't have to, settle any such claims and charge you what it cost, including incidental expenses which include our legal expenses.
4. **Loss or destruction of property.** You must keep the property insured against loss or damage from fire and theft. If the property is an automobile, you must insure it against collision and if a mobile home, against wind damage. If we require you to carry any additional insurance coverages, you agree to do so. It is your responsibility to provide proof of the required insurance coverage at our request. The required insurance coverage must name The Bank of Nova Scotia as an additional named lienholder. The policy must also provide The Bank of Nova Scotia with at least 15 days notice of any cancellation of coverage.

   You may purchase any insurance required by this Agreement from any insurer authorized by law to provide it or through an agent of your choice. The insurance you carry must be equal to the fair market value of the property and you give us the right to receive proceeds of all insurance on the property up to the total amount that you owe us under this Agreement. If you fail to carry adequate insurance, we may get it for you and charge you for the premium. If the property is damaged, you will use the proceeds of the insurance to repair the property. However, if the property is lost, stolen or significantly damaged, we may decide whether to use the insurance proceeds to replace the property or to apply them to what you owe under this Agreement. The loss, destruction or damage of the property does not excuse you from making payments under this Agreement unless the insurance proceeds paid to us pays the total amount that you owe us under this Agreement.
5. **Total balance due.** To the maximum extent permitted by applicable law, and without prejudicing our rights to receive any benefits from insurance, we can require you to pay at once the total balance due and anything else you owe us under this Agreement, without prior notice or demand, if any of the following events takes place and, to the maximum extent permitted by applicable law, we shall be entitled to realize all security and enforce and exercise all of our collection rights which

we then hold under this Agreement and under all applicable law:

1) You fail to pay an instalment on time or fail to perform any obligation or make any payment to us under this Agreement; or
2) You break any of your promises under this Agreement; or
3) You become insolvent or bankrupt; or
4) The property is destroyed or significantly damaged; or
5) The property is seized in any legal proceeding; or
6) Anything else happens that we believe adversely affects your ability to pay or that we reasonably believe endangers the property in any way.

6. **Enforcing our rights.** We may enforce our rights to be paid the total amount that you owe us under this Agreement by exercising one or more of the following remedies (subject to applicable law):

1) suing you for that amount; 2) taking possession of the property; or 3) appointing a receiver to administer the property.

If we take possession of the property, you can regain possession of it by paying us, before we have sold or contracted to sell the property, any payments then in default, any permitted default charges payable to us and all expenses to which we are entitled, including the reasonable costs we had in taking, holding, repairing and maintaining the property, and by remedying any other default under this Agreement. This right of reinstatement can only be exercised as frequently as permitted by applicable law.

If you are not entitled to regain possession of the property as set out above, we can sell the property at a public or private sale for immediate payment or deferred credit terms or lease it. We will give you at least the amount of notice required in the jurisdiction in Canada where you live of the date, time, and place of any public sale or of the date after which any private sale will be made. We will give you the amount left after we subtract the total amount you owed us and our reasonable legal expenses and all other expenses of taking, holding, protecting, repairing, maintaining and selling the property. We will only be responsible for amounts of money actually received by us, to the maximum extent permitted by law. If there is a balance still owing to us after we have sold the property and subtracted the total amount you owed us plus all our legal and other expenses, you must pay us that amount, unless prohibited by law. If we enforce or defend our rights to be paid the balance due by court proceedings, you will pay us all our costs including all legal expenses, to the maximum extent permitted by law.

In addition to the rights specified here, we also have all rights, remedies and powers of a secured party under the Personal Property Security Act, as appropriate, and under other relevant legislation. All references in this Agreement, whether express or implied, to you paying our legal expenses shall mean all legal expenses on a solicitor and his/her own client costs indemnity basis to the maximum extent permitted by law.

Where permitted, you agree to extend any limitation period applicable to this Agreement to six years or any longer period permitted by law. You agree that we may debit any other account that you hold with a member of the Scotiabank Group* with the amount of any payment you are required to make to us under this Agreement and credit the amount to the outstanding balance under this Agreement.

In the event of a trade-in, you agree and consent that we may provide a payout amount with respect to this Loan to the dealership or other party who proposes to purchase the property secured under this Agreement.

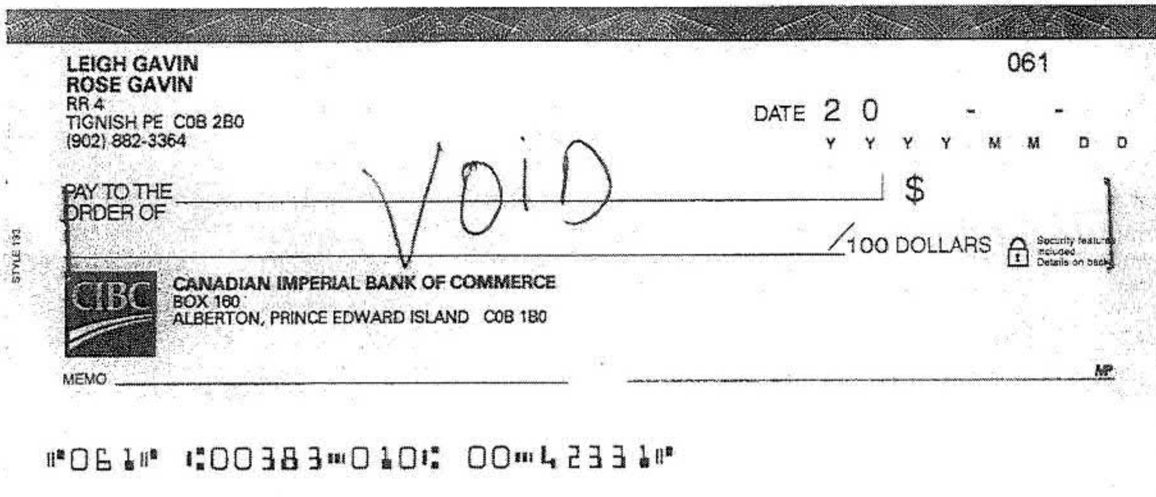
7. **Who is bound by this Agreement.** This Agreement is binding on all parties to it, and also on their legal or personal representatives as well as anyone else to whom this Agreement is transferred. You agree to retain a true copy of this Agreement in your possession for the duration of the Loan.

SELLER'S ASSIGNMENT - TERMS & CONDITIONS

1) The property is clear of all legal claims except those of the borrower and any co-borrower, and at least one of the borrower or co-borrower(s) on this Agreement is the registered owner of the property.

2) The cash payment specified in this Agreement has been received by the Seller and no part of it has been loaned to the borrower/co-borrower(s).

3) There has been a bona fide and unconditional sale of the property to the borrower and any co-borrower. If the property was sold to the borrower/co-borrower(s) through a conditional sales agreement or any sales agreement containing a reservation of title to the Seller, the Seller ... sents that any such reservation ... e borrower/co-borrower(s) who


LEIGH GAVIN
ROSE GAVIN
RR 4
TIGNISH PE C0B 2B0
(902) 882-3364

061

DATE 2 0 - -
Y Y Y Y M M D D

PAY TO THE ORDER OF ________ $

/100 DOLLARS

VOID

CANADIAN IMPERIAL BANK OF COMMERCE
BOX 160
ALBERTON, PRINCE EDWARD ISLAND C0B 1B0

MEMO

⑈061⑈ ⑆00383⑉010⑆ 00⑉42331⑈

4)
5)
6) ... ed to the Bank. The Seller will ... uch thirty day period.
7) ... roperty.
8) ...) in connection with the sale of ... ded before this Agreement was ... epresents and warrants that all
9) ... ment, is not accurate or if the ... nediately repay to the Bank the ... the Bank and all charges and ... Bank under this Agreement up ... or right of cancellation; or (ii)

10) ... the Seller will indemnify the Bank for any loss or damage that results. Otherwise, the Bank has no recourse against the Seller unless the Bank is unable to recover any amount from the borrower/co-borrower(s) under this Agreement because of any defence, cancellation right or right of set-off to which the borrower/co-borrower(s) is entitled, and to which the Bank is subject, under consumer protection legislation.

The Scotiabank Group refers to The Bank of Nova Scotia, Scotia Dealer Advantage Inc., The Bank of Nova Scotia Trust Company, Montreal Trust Company of Canada, Scotia Capital Inc., Scotia Mortgage Corporation, National Trust Company.

Automatic Pre-Authorized Payment Plan - In order to verify your account and to permit debits from your account, please attach your personal cheque unsigned and marked VOID.

You authorize us to debit your account number ______________ ("**Account**") held at ______________ (NAME OF FINANCIAL INSTITUTION, BRANCH ADDRESS, TRANSIT NUMBER) with a first payment in the amount of $ 300.11 on SEPTEMBER 1, 2016 (date) followed by BI-WEEKLY payments (frequency) of $ 300.11 beginning on SEPTEMBER 15, 2016 (date) and continuing until all amounts payable under this Agreement are paid in full or this authorization is revoked.

Agreement number 1250181 : 0274

31153

- By signing below, you are authorizing us to debit your designated Account at this or another Financial Institution for each Loan payment. You also agree that any renewal, amendment or adjustment of the Loan will result in an automatic adjustment of the payment amount and you authorize us to debit your Account in such adjusted amount(s). **By signing below, you waive your right to prior notice of any adjustment of the payment amount or change to the payment date, subject to applicable law.**
- This authorization applies only to the method of payment and does not have any bearing on your obligations under this Agreement. Termination of this authorization does not affect your obligation to make all Loan or other payments to us under this Agreement. The amount of each debit received by us will be credited against the outstanding balance of the Loan in accordance with the Terms of Repayment section.
- When you give us this authorization to debit your Account, it is the same as delivering a notice to your Financial Institution where you maintain your Account. Your Financial Institution will debit the Account you specify in the same manner as if you had given written instructions. The Financial Institution listed will not check if the debit was in accordance with this authorization nor verify that we have fulfilled the purpose of the debit as a condition to honouring the debit.
- You are responsible for letting us know if there are any changes to the Account information for this pre-authorized debit. Changes must be submitted to us in writing at least 30 days prior to the next payment date. You will provide us with another authorization if we require.
- You may cancel this authorization at any time by providing us with no less than 30 days prior notice. You may obtain a sample cancellation form or further information on your right to cancel this authorization, at your Financial Institution where you maintain your Account or by visiting www.cdnpay.ca.
- You have certain recourse rights if any debit does not comply with this authorization, including the right to reimbursement for any debit that is not authorized or is not consistent with this authorization. To obtain more information on your recourse rights, you may contact your Financial Institution or visit www.cdnpay.ca.
- We are not responsible to notify you if the pre-authorized payment was reversed due to insufficient funds or changes in the designated Account status. You are responsible for any charges that arise from this situation and to ensure that the required payment is made through an alternative method. When the designated Account is held at a Financial Institution other than The Bank of Nova Scotia, you must contact us to arrange coverage of any missed payments. You may contact us at **1-888-777-6842** The Bank of Nova Scotia) or **1-877-375-2771** (Scotia Dealer Advantage Inc.), as applicable, to provide notices, make enquiries, obtain information or seek recourse with respect to any debits under this authorization.
- You warrant that all persons whose signatures are required to sign on the designated Account have signed this authorization or a separate authorization.
- For joint Accounts, all authorized account signatories must sign if more than one signature is required on cheques issued against the Account. For any corporate Account, you must attach a Resolution of the Directors indicating the signing officers who may give instructions for the corporation with respect to the Account. For any corporate Account, you warrant that the attached Resolution of the Directors: (i) was properly passed by the directors of the corporation; (ii) not been revoked or replaced; and (iii) will remain in effect until we receive written notice and have acknowledged receiving such notice for the purpose of this Agreement.

Seller's Agreement and Assignment - The "Conditions of Financing" and the Terms and Conditions under the "Seller's Assignment" and "Automatic Pre-Authorized Payment Plan" in this Agreement are a part of this Agreement and the Seller agrees to all aspects of this Agreement. For value received, the Seller assigns (transfers) all its rights and benefits under this Agreement to The Bank of Nova Scotia (the Bank) located at **P.O. BOX 1833, STATION M, CALGARY, ALBERTA T2P 2L8**. The Seller warrants (promises) to the Bank that all the terms and conditions related to the Seller's Assignment have been adhered to and that all such terms and conditions will in the future be adhered to and are true and correct in all respects and the Seller agrees to indemnify the Bank as set out in those terms and conditions. The Seller warrants to the Bank that it has witnessed the execution of this Agreement by the borrower and each co-borrower and the Seller further warrants that it has confirmed the identity of the borrower and each co-borrower.

Date **AUGUST 18, 2016** Authorized Seller's Signature X

Third Party Determination – You warrant that **no party other than the borrower/co-borrower has direct or indirect control** over the loan or its proceeds.

Acknowledgement and Agreement - The "Conditions of Financing" and the Terms and Conditions under the "Seller's Assignment" and "Automatic Pre-Authorized Payment Plan" in this Agreement are a part of this Agreement. You acknowledge receiving a copy of this Agreement. You acknowledge that you have received the cost of borrowing/cost of credit disclosure (sections 2, 3 and 4 above) and that all such disclosure was made to you before you signed this Agreement and before you paid anything under this Agreement. If you have read and agree to this Agreement, including all its terms and conditions, sign in the space provided for the borrower's and any co-borrower's signature. In Saskatchewan, if the borrower or a co-borrower is a corporation, it waives its rights under the Limitation of Civil Rights Act or successor legislation.

BORROWER'S SIGNATURE (Individual/Sole Proprietor/Partner)	CO-BORROWER'S SIGNATURE (Individual/Sole Proprietor/Partner)	CO-BORROWER'S SIGNATURE (Individual/Sole Proprietor/Partner)
Corporate Authorized Signature	Corporate Authorized Signature	Corporate Authorized Signature
Name:	Name:	Name:
Title:	Title:	Title:

Note: Where borrower/co-borrower operates as a partnership or limited partnership, all partners must sign on behalf of the partnership or all the general partners must sign on behalf of the limited partnership. For corporations, including general partners that are corporations, its authorized signing officers must sign. Attach additional signature page if required.

LEIGH GAVIN
ROSE GAVIN
RR 4
TIGNISH PE C0B 2B0
(902) 882-3364

061

DATE 2 0 - -
Y Y Y Y M M D D

PAY TO THE
ORDER OF VOID $

/100 DOLLARS Security features included. Details on back.

STYLE 133

CIBC
CANADIAN IMPERIAL BANK OF COMMERCE
BOX 160
ALBERTON, PRINCE EDWARD ISLAND C0B 1B0

MEMO

MP

⑈061⑈ ⑆00383⑉010⑆ 00⑉42331⑈

Scotiabank®

APPLICANT'S STATEMENT

APPLICANT PERSONAL INFORMATION

Mr. Ms. Mrs. Miss Dr.	First Name	Middle Name	Surname	Birth Date (yyyy-mm-dd)
MRS.	ANGELA	ROSALIE	GAVIN	[redacted]

Present Address	City	Province	Postal Code	How Long
20823 ROUTE 12 ROUTE	SEACOW POND	PRINCE	C0B2B0	Y: 42 M: 0
Previous Address (if less than 3 years at present)	**City**	**Province**	**Postal Code**	**Home Phone:**
				(902) 882-3364

Residence	Monthly Payment	Social Insurance Number
[X] Own [ ] Rent	$ 0.00	[redacted]

APPLICANT EMPLOYMENT INFORMATION

Current Employer	Position	Phone Number	How Long
[redacted]	[redacted]	([redacted]	[redacted]
Employer Address	**City**	**Province**	**Postal Code**
[redacted]	[redacted]	[redacted]	[redacted]

Self Employed	Employment Type	Gross Monthly Income:
[X] Yes [ ] No	Full Time [X] Part Time [ ] Contract [ ] Seasonal [ ] Retired [ ]	$ [redacted]

Previous Employer (if less than 2 years at current)	Position	How Long	Other Monthly Income:
		Y: 0 M:	$ 0.00

CO-APPLICANT PERSONAL INFORMATION

Mr. Ms. Mrs. Miss Dr.	First Name	Middle Name	Surname	Birth Date (yyyy-mm-dd)

Present Address	City	Province	Postal Code	How Long
				Y: M:
Previous Address (if less than 3 years at present)	**City**	**Province**	**Postal Code**	**Home Phone:**
				( )

Residence	Monthly Payment	Social Insurance Number
[ ] Own [ ] Rent	$	

CO-APPLICANT EMPLOYMENT INFORMATION

Current Employer	Position	Phone Number	How Long
		( )	Y: M:
Employer Address	**City**	**Province**	**Postal Code**

Self Employed	Employment Type	Gross Monthly Income:
[ ] Yes [X] No	Full Time [ ] Part Time [ ] Contract [ ] Seasonal [ ] Retired [ ]	$ 0.00

Previous Employer (if less than 2 years at current)	Position	How Long	Other Monthly Income:
		Y: M:	$ 0.00

BANK and REFERENCE INFORMATION

Name of Bank and Address	Outstanding Balance	Monthly Loan Payment	Other Monthly Obligations
	$ 0.00	$ 0.00	$ 0.00

Credit Card	Outstanding Balance	Monthly Payment
	$ 0.00	$ 0.00

Reference	Relationship	Address	City	Home Phone:
				( )
				( )

Please correspond in [✓] English [ ] French

Applicable in the province of Quebec only: It is the express wish of the parties that this Application and all documents relating to it be drawn up and executed in English. Les parties conviennent et exigent expressément que le contrat et tous les documents qui s'y rapportent soient rédigés en anglais.

The terms set out on the back of this Application are part of this Application. The Applicant and each additional Co-Applicant agree with the terms and conditions set forth in this agreement.

AUGUST 18, 2016	x Rose Gavin		1250181
DATE	APPLICANT'S SIGNATURE	CO-APPLICANT'S SIGNATURE	CONTRACT NUMBER

In this Agreement, the words "we", "our", "us" mean any Scotiabank Group Member* or the collective Scotiabank Group* and includes any program or joint venture any of these parties participate in. The words "you" and "your" mean the Applicant and Co-Applicant. "Service" means any personal or business bank, insurance, brokerage or financial product or service offered by us.

We may collect from, and use and disclose personal information to, any person or organization for the following purposes: to confirm your identity; to understand your needs; to determine the suitability of our Services for you; to determine your eligibility for our Service; to set up, manage and offer services that meet your needs; to provide you with ongoing Service; to meet our legal and regulatory requirements; to manage and assess our risks; to investigate and adjudicate insurance claims; to prevent or detect criminal activity or to manage or settle any actual or potential loss in connection with fraud or criminal activity. We will use health information strictly for the provision of an insurance Service.

We do not provide directly all the services related to your relationship with us. We may use third party service providers to process or handle personal information on our behalf and to assist us with various services such as printing, mail distribution and marketing, and you acknowledge that we may release information about you to them. Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions. When personal information is provided to our service providers, we will require them to protect the information in a manner that is consistent with Scotiabank Group privacy policies and practices.

When you apply for, accept or guarantee a loan or credit facility or otherwise become indebted to us, and from time to time during the course of the loan or credit facility, we may use, give to, obtain, verify, share and exchange credit and other information (except health information) about you with others, including credit bureaus, mortgage insurers, creditor insurers, registries, other companies in the Scotiabank Group and other persons with whom you may have financial dealings, as well as any other person as may be permitted by law. We may do this throughout the relationship we have with you. You authorize any person whom we contact in this regard to provide such information to us. You acknowledge that, for the initial application, we may obtain two credit bureaus on each Applicant and Co-Applicant.

We may ask you for contact information such as your telephone or fax number, and keep and use this information as well as disclose it to other members of the Scotiabank Group so that we or any of these companies may contact you directly through these channels for the purpose of marketing including telemarketing and electronic communications. This consent will also apply to any companies that form a part of the Scotiabank Group in the future. Your consent to this is not a condition of doing business with us and you may withdraw it at any time by contacting Scotiabank at 1-888-777-6842 or Scotia Dealer Advantage at 1-877-375-2771.

All information, which you give us at any time, will be true and complete and you will not withhold any material information.

If any personal information changes or becomes inaccurate or out of date, you will tell us so we can revise our records.

During the term of the loan or credit facility, you may not withdraw your consent to our ongoing collection, use or disclosure of your personal information in connection with the loan or other credit arrangement you have with us or have guaranteed. We can continue to disclose your personal information to credit bureaus even after your loan or credit facility has been retired and you may not withdraw your consent to us doing so. We do this to help maintain the accuracy, completeness and integrity of the credit reporting system. For further information with respect to refusing or withdrawing your consent to our collection, use or disclosure of information, please refer to the Scotiabank Group Privacy Agreement.

We may collect use and disclose your Social Insurance Number (SIN) for income tax reporting purposes, as required by law. In addition, we may ask you for your SIN to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity. This allows us to keep your personal information separate from that of other customers, particularly those with similar names, and helps maintain the integrity and accuracy of your personal information. You may refuse to consent to its use or disclosure for these purposes other than as required by law.

You expressly waive your right, where permitted by law to receive a copy of any Financing Statements, Financing Change Statements or Verification Statements registered or issued under the Personal Property Security Act or similar legislation as a result of a loan made by us to you or any renewal or discharge thereof.

For Indirect Loan customers, by signing this application, you agree to the terms of the Scotiabank Privacy Agreement, a copy of which has been or will be provided to you and can be obtained at any Scotiabank branch or from our website at www.scotiabank.com. You affirm all information obtained from you is true, correct and complete. If any statement made by you is not true, we may cancel the loan and request immediate repayment of all money advanced to you.

*For the purposes of this Agreement, Scotiabank Group means, collectively Scotiabank and all of Scotiabank's subsidiaries with respect to their operations in Canada. Scotiabank Group means Scotiabank or any of its subsidiaries with respect to its operations in Canada.

Scotiabank®

Legal Name Verification

(For use in Atlantic Provinces only)

Application Number: 1250181

This form must be completed by all personal finance and lease applicants.
Please complete this form with your full legal name as it appears on your Birth Certificate, Certificate of Canadian Citizenship, Marriage Certificate and/or Change of Name Certificate.

Applicant's Full Legal Name

Legal First Name	ANGELA
Legal Middle Name(s)	ROSALIE
Legal Last Name	GAVIN

Please print clearly. *If there is no middle name, please write "N/A" in the Legal Middle Name(s) field above.*

I, the applicant, confirm that the full legal name provided on this form is what appears on my Birth Certificate, Certificate of Canadian Citizenship, Marriage Certificate and/or Change of Name Certificate. I understand that Scotiabank needs my full legal name in order to provide me with credit and that I am responsible for any damages or losses incurred by Scotiabank which may result from inaccuracies related to my full legal name.

Applicant's Signature

AUG 18.2016
Date

Co-Applicant's Full Legal Name

Legal First Name	
Legal Middle Name(s)	
Legal Last Name	

Please print clearly. *If there is no middle name, please write "N/A" in the Legal Middle Name(s) field above.*

I, the co-applicant, confirm that the full legal name provided on this form is what appears on my Birth Certificate, Certificate of Canadian Citizenship, Marriage Certificate and/or Change of Name Certificate. I understand that Scotiabank needs my full legal name in order to provide me with credit and that I am responsible for any damages or losses incurred by Scotiabank which may result from inaccuracies related to my full legal name.

Co-Applicant's Signature

Date

I certify that I have reviewed the requirements with the applicant(s) for providing their legal name as indicated above prior to the completion of this form.

STEVE WILLIAMS
Name of Business Manager

Signature of Business Manager

AUG 18.2016
Date

Scotiabank®

Customer Identification Verification Form (Personal)

Customer Information

Application Number: 1250181

First Name ANGELA	Middle Name ROSALIE	Last Name GAVIN	Date of Birth (dd/mm/yy) [redacted]
Address 20823 ROUTE 12 ROUTE	City SEACOW POND	Province PRINCE EDWARD ISLAND	Postal Code C0B2B0
1st ID Examined CANADIAN DRIVER'S LICENSE	ID Reference Number [redacted]	Place of Issue PRINCE EDWARD ISLAND	Expiry Date (dd/mm/yy) [redacted]
2nd ID Examined/Address Verification (If required, see Instructions below)			

Co-Applicant Information (If Applicable)

First Name	Middle Name	Last Name	Date of Birth (dd/mm/yy)
Address	City	Province	Postal Code
1st ID Examined	ID Reference Number	Place of Issue	Expiry Date (dd/mm/yy)
2nd ID Examined/Address Verification (If required, see Instructions below)			

Second Co-Applicant Information (If Applicable)

First Name	Middle Name	Last Name	Date of Birth (dd/mm/yy)
Address	City	Province	Postal Code
1st ID Examined	ID Reference Number	Place of Issue	Expiry Date (dd/mm/yy)
2nd ID Examined/Address Verification (If required, see Instructions below)			

Instructions: Dealer must complete and sign this form with the customer present. If one piece of identification bearing the **customer's photo and current address** is not available, then the borrower may use any two pieces of identification noted on the list below and a third document to verify address (e.g. utility bill, bank statement, phone bill). If the one piece of identification contains a photo but an outdated address, then the Dealer may obtain address confirmation in the form of a utility bill, bank statement, phone bill, etc. in lieu of the second piece of ID described below.

Acceptable Identification Documents (in order of preference)

1. A valid driver's licence, as permitted to be used for identification purposes under provincial law (Quebec laws prevent us from asking for this information, however, we can record the information if the customer volunteers it to us.)
2. A valid Canadian Passport
3. A Certificate of Canadian Citizenship or a Certification of Naturalization, in the form of a paper document or a card, but not a commemorative issue.
4. A Permanent Resident card or Citizenship and Immigration Canada Form IMM 1000, IMM 1442, IMM 5292.
5. A provincial health insurance card, as permitted to be used for identification purposes under provincial law.
   Provincial laws in Ontario, Manitoba, and PEI prohibit us from taking Government Health Insurance Card numbers for identification purposes. Do not record or photocopy even if offered by the customer.
   Note: Quebec laws prevent us from asking for this information; however, we can photocopy or record the information if the customer volunteers it to us.
6. A certificate of Indian status issued by the Government of Canada.
7. A Canadian federal/provincial issued document or card bearing the individual's photograph and signature.
8. A Social Insurance Number card issued by the government of Canada (Federal laws prohibit us from asking for the SIN for identification purposes. However, we can photocopy or record the information if the customer volunteers it to us.).
9. An Old Age Security card issued by the Government of Canada
10. A birth certificate issued in Canada.

Dealership Information

I certify that I have examined for each Borrower the photo identification shown above that are original, valid (not expired) and issued by Canadian provincial, territorial or federal government and reflecting the Borrower(s) current address. I certify that signatures on presented identification were compared to and match signatures on the Conditional Sale Agreement/Credit Agreement/Contract of Sale by Instalment/ Retail Lease Agreement (Ontario)/Retail Lease Agreement (Quebec)/Retail Lease Agreement (All Canada except Ontario and Quebec).

Name of Business Manager: ____________________

Name of Dealership: SUMMERSIDE CHRYSLER DODGE

Signature of Business Manager: ____________________

Date (dd/mm/yy): 18/08/16

2294117 (10/14)

ROYAL BANK OF CANADA
10 YORK MILLS ROAD
5TH FLOOR
TORONTO ON M2P OA2

16570

Royal Bank of Canada
Personal Loan Payout Statement

SUMMERSIDE CHRYSLER DODGE(1984
ATTN STEVE
NEXT PMT SEP 05/16
CGA
FAX NUMBER: 902-436-8556

Loan Reference Number:	08213-84656099-001
SRF Number:	174939595
Issue Date:	AUGUST 15, 2016
How to reach us:	

Payout Statement for Loan 84656099-001

Client(s): SILVER HILL FUR FARM LTD

LARAMIE LONGHORN

Security Description: 2014 RAM 1500 CREW CAB SWB 4WD /// VIN 1C6RR7PMXES399078

This Statement sets out the amount of money required to pay Loan **84656099-001** in full on the requested payout date of **AUGUST 15, 2016**. Amounts and charges are explained along with instructions for making payment.

Total Amount Due for Payout on AUGUST 15, 2016	**$30,061.96**
Per diem Interest	**$4.51**

Explanation of Balances and Charges

Outstanding Principal Balance — $30,016.81

This is the principal amount owing on the loan as of the date of issue of this statement, plus any capitalized interest (if applicable) up to the last regularly scheduled interest payment date. In addition, this balance includes any fees already charged before the issue of this statement (including any overlimit fees, stop payment fees, processing fees or collection fees).

Accrued Interest — $45.15

This is the amount of interest that will accrue between the last regularly scheduled payment date and the requested payout date.

LoanProtector® Insurance Premium Due — $0.00

This is the amount of Insurance Premium owing to cover the period between the last regularly scheduled insurance payment date and the requested payout date.

Administration Fee — $0.00

An Administration Fee is charged for the preparation of the discharge of the Mortgage or Security (if applicable).

Discharge Registration Fee — $0.00

A Discharge Registration Fee is charged to register the discharge of the Mortgage or Security (if applicable).

Late Payment Fees — $0.00

"Non Sufficient Funds" (NSF) charges are applied if a financial institution returns a cheque or refuses the pre-authorized debit used to make a Loan payment. We charge the amount of any fee imposed on us by that financial institution.

F1250181

Scotiabank Funding Fax Cover Sheet

From: SUMMERSIDE CHRYSLER DODGE		Phone #: (902) 436-9141
Scotiabank Application # : 1250181	Deal Status: APPROVED	Deal Key: 13878256
Primary Applicant's Name: ANGELA GAVIN	Co-Applicant's Name:	
Vehicle Details: USED 2014 RAM 1500 LARAMIE LONGHORN CREW CAB SWB 4WD		VIN: 1C6RR7PMXES399078

Stipulations

1. THIS DEAL IS ELIGIBLE FOR AN ADDITIONAL $200 VOLUME BONUS (ON QUALIFIED STANDARD RATE PROGRAMS ONLY)
2. -------------------- STANDARD CONDITIONS --------------------
3. SIGNED BNS APPLICANT'S STATEMENT INCLUDING DATES OF BIRTH FOR EACH BORROWER
4. FULL LEGAL NAME, INCLUDING MIDDLE NAME, REQUIRED FOR EACH BORROWER
5. PRE-AUTHORIZED DEBIT INFORMATION AUTHORIZED BY ALL SIGNERS, ALONG WITH PERSONALIZED VOID CHEQUE
6. REQUIRE COMPLETED AND SIGNED ID VERIFICATION FORM
7. COPY OF BILL OF SALE AND ALL OTHER APPLICABLE DOCUMENTS E.G. EXTENDED WARRANTY, INSURANCE, SIGNED DEALER AGREEMENT, ETC.
8. IF THE DOWN PAYMENT IS $10,000 AND OVER OR NOT IN LINE WITH DECLARED FINANCIAL MEANS, THE SOURCE OF THE DOWN PAYMENT MAY BE REQUIRED
9. IF APPROVED OR COUNTERED (CONDITIONAL APPROVAL), THIS CREDIT APPROVAL IS VALID FOR A PERIOD OF 90 DAYS FROM THE DATE OF AUTHORIZATION
10. THANK YOU FOR CHOOSING SCOTIABANK DEALER FINANCE! PROVIDING YOU WITH AN EXCELLENT CUSTOMER EXPERIENCE IS OUR #1 PRIORITY!

Funding Comments

Appendix I

Kensington Agricultural Services Ltd.
15 PARK RD. PO BOX 307
KENSINGTON, PE, C0B 1M0
P: (902) 836.3212 F: (902) 836.3636
www.kensingtonag.com

NEW HOLLAND AGRICULTURE

Kubota

GAVCO FISHING ENTERPRISE
RR 4
TIGNISH PE

PAGE		
1		
CASH	CHG.	F.P.
ACCT. NO.		
03457		

UNIT SALES INVOICE

SALESMAN	PURCHASE ORDER NO.	R.O. NO.	P.L. NO.	INVOICE DATE	TIME	INVOICE NO.
29				07/31/2013	16:04:24	1130

Unit Sale: 2010 NH T6030 TRACTOR	64700.00
stock number: 1619 serial number: +BD02618 Y9WLL0180	
NEW HOLLAND CLEARING	$-22500.00
TRADE ITEM NH TN60 TRACTOR	
STOCK NUMBER 1870 SERIAL NUMBER HJE068023	
FROM S.O. 19325, SM-MG	
GST #102812021 RT	0.00
PST	0.00

Settlements

CHARGE 03457	$42200.00

THANKS FOR YOUR BUSINESS

Total Sale	$42200.00

Signature: ____________________

George Kinsman

From: Glen McKenna <glen@kensingtonag.com>
Sent: April 19, 2017 3:48 PM
To: George Kinsman
Subject: FW: Kensington Agricultural Services
Attachments: Kensington Agricultural Services.pdf

Good Afternoon George,

I have attached the lease from 2010 as requested. You will notice the residual was due in 2015 but the tractor was returned early and sold to Gavco in July/13.

Hope this information will help you.

Thanks,
Glen McKenna

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EQUIPMENT OPERATING LEASE AGREEMENT

Attn. Janet

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05543 / 99491

CNH Capital Canada Ltd. (GST Registration No. 13857 1013 RT0001)

"Lessee(s)": Legal Name(s), Street Address, City, Prov., Postal Code:
SILVER HILL FUR FARM LTD.
ND Rural Route 4
TIGNISH, PE C0B 2B0

☐ Individual/Sole Proprietorship
If so, province of principal residence: ______

☐ General Partnership
If so, province of chief executive office: ______

☑ Corporation/ULC/LP
If so, province in which formed: PE

"Lessor": (Dealer's Legal Name and Address)
KENSINGTON AGRICULTURAL SERVICES LTD
BOX 307
KENSINGTON, PE C0B 1M0

G.S.T. Registration No: 102812021RT
Distributor: ______
Address: ______
City, Prov., Postal Code: ______

Date of Birth or G.S.T. No. 90-2882414

NEW* OR USED	"EQUIPMENT" (Make and Type)	MODEL	SERIAL NUMBER	METER READING	"MAX. ANN. USAGE"	"EXCESS USAGE RATE"
N	New Holland T6000 Tractors	T6030	ZABD02618	4.0 Hrs	400.0 Hrs	$35.00 /Hr
N	New Holland Loaders	840TL	~~NA~~ Y9WLL0180	N/A	N/A	N/A

The above Equipment is not for family, household or personal use and is being leased for use in the Lessee's business being: ☐ commercial/business use ☑ agricultural use.
* New Equipment is unused equipment, a rental unit or a demonstrator for which the manufacturer will supply all or a portion of a new equipment warranty; this Equipment may have been manufactured in a year prior to the year of lease.

The beginning date of this agreement (the "Agreement") is 06-28-2010 ("Beginning Date") and the termination date of the Agreement is 06-28-2015 ("Termination Date").
There shall be a security deposit of $ N/A ("Security Deposit") and a purchase option price of $ 46,500.00 ("Purchase Option Price").
Lessor shall deliver the Equipment being the subject of this Agreement on 06-28-2010 (Date of Delivery of Equipment)

RENTAL PAYMENTS. Advance Payment of $ 5,368.59 followed by payments in accordance with the following schedule, plus applicable taxes:

NO. OF PAYMENTS	PERIOD OF PAYMENTS	AMOUNT OF EACH PAYMENT	BEGINNING MM/DD/YYYY
8	6 MONTHS	$ 5,368.59	12/28/2010
1	6 MONTHS	$ 5,368.69	12/28/2014
		$	
		$	
		$	
		$	
		$	
		$	

NO. OF PAYMENTS	PERIOD OF PAYMENTS	AMOUNT OF EACH PAYMENT	BEGINNING MM/DD/YYYY
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	

The "Obligations" shall mean Lessee's responsibility to pay the rental payments hereunder (the "Rental Payments") and perform any other existing or future obligations of Lessee to Lessor, Assignee as hereinafter defined or Assignee's affiliates hereunder, or under any other agreement.

Location where Equipment will be located (If other than Lessee address):

NO WARRANTY. The Equipment is leased AS IS except for any applicable manufacturer's express, written warranty. If any manufacturer's express warranty applies to the Equipment, such warranty is restricted to the manufacturer's written, limited warranty provided separately to Lessee. Lessor and manufacturer make no other representation or warranty, express or implied, and specifically exclude the implied warranties of merchantability and fitness for particular purpose.* Neither Lessor nor manufacturer will be liable for incidental or consequential damages resulting from a breach of the express warranty or any implied warranty imposed by law.*
***Some provinces do not allow these limitations and exclusions, and they shall not apply to the extent such limitations or exclusions are not allowed by applicable provincial law.**

LESSEE REPRESENTS THAT THE EQUIPMENT IS NOT BEING RENTED FOR FAMILY, HOUSEHOLD OR PERSONAL USE.

NOTICE TO THE LESSEE:
1. DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE ADDITIONAL PAGES, EVEN IF OTHERWISE ADVISED.
2. DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
3. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

ADDITIONAL PROVISIONS CONCERNING RIGHTS AND DUTIES OF THE PARTIES ON THE ADDITIONAL PAGES OF THIS AGREEMENT ARE A PART OF THIS AGREEMENT.
I agree to the foregoing. I have received and examined the Equipment which is in good operating order and condition, and is as described. I acknowledge receipt of a copy of this Agreement. I agree to lease the Equipment described above on the terms of this Agreement.

X [signature] ______ [signature]
Lessee/Lessee's Representative — Title (if applicable)

06-28-2010 SILVER HILL FUR FARM LTD.
Date — Print Name

X ______
Lessee/Lessee's Representative — Title (if applicable)

______
Date — Print Name

X [signature]
Lessor's Representative

06-28-2010 KENSINGTON AGRICULTURAL SERVICES LTD
Date — Print Name

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RETURN. If Lessee does not exercise the purchase option (if any) provided in this Agreement at the Termination Date of this Agreement, Lessee shall: (a) at its expense, deliver the Equipment to a location designated by Lessor; (b) pay all charges incurred by Lessor to repair any excessive wear and tear and for any hours in excess of the Maximum Annual Usage at the Excess Usage Rate; and (c) where permitted by law, pay an administrative service charge of $400.00 per serial numbered unit.

MAINTENANCE. Lessee will keep the Equipment in good condition, in operating order, and properly serviced, repaired and maintained. Lessee will make sure that the manufacturer's warranty remains valid. Lessee will pay all the costs of performing these obligations.

LIENS. Lessee agrees to keep the Equipment free and clear of all liens, other than any lien Lessor may have on the Equipment. Lessee will not assign this Agreement or permit others to use the Equipment.

LOCATION. The Equipment will be operated out of and, when not in use, will be kept only at the location specified on page 1 of this Agreement. Lessee will, when requested, advise Lessor of the exact location of the Equipment. Lessor may enter any premises under Lessee's control to inspect the Equipment and may remove it if in Lessor's opinion it is being abused or used beyond its capacity.

LATE CHARGES/DEFAULT RATE/RETURNED CHEQUES. Lessee shall pay a late charge on each payment more than 10 days past due at the highest amount permitted by applicable law, not to exceed 25% per annum. Lessee shall pay interest on the unpaid balance after maturity (by acceleration or otherwise) at the highest rate permitted by applicable law. If a cheque is returned for any reason, Lessor or Assignee may charge Lessee a returned cheque processing fee as established by Lessor or Assignee from time to time, not to exceed the maximum permitted under applicable law.

RISK OF LOSS. All risk of loss, theft or damage to the Equipment is assumed by the Lessee until the Equipment is returned to the Lessor. If the Equipment can be repaired for a cost less than its fair market value, Lessee will repair the Equipment at Lessee's sole expense; but damage to the Equipment shall not release Lessee from the Obligations. If the Equipment cannot be so repaired or is lost, stolen or destroyed, Lessee will, at its option, either replace the Equipment at Lessee's sole expense with equivalent equipment of equal or greater value, as determined in the sole discretion of the Lessor or Assignee, or pay Lessor the Termination Value. Upon payment of the requisite Termination Value, Lessee shall be entitled to retain possession of the affected unit(s) of Equipment.

The "Termination Value" shall be an amount equal to (a) any past due, unpaid Rental Payments and any late charges related thereto, plus (b) all remaining Rental Payments hereunder, less any future interest payments embedded therein, plus (c) (i) the Purchase Option Price, or (ii) if no purchase option is granted, the estimated residual value used to calculate the Rental Payments, plus (d) any other costs to Lessor and/or Assignee arising from the loss, theft or damage to the Equipment or from the collection of the amounts specified in this sentence. In no event shall the Termination Value exceed the maximum amount permitted by applicable law.

TITLE/DEPRECIATION. This Agreement is a lease only and title to the Equipment shall remain solely with the Lessor or its assigns. The Lessee does not have any right, title or interest in the Equipment, except the right to use it during the term hereof and the right to purchase it, if the Lessee has been granted an Option to Purchase in this Agreement.

PURCHASE OPTION. If Lessee has an option to purchase the Equipment as indicated, then so long as no default exists under this Agreement and it has not been earlier terminated, Lessee may on the Termination Date, upon at least 90 days', but not more than 180 days', prior written notice to Lessor, purchase all (but not less than all) of the Equipment at the Purchase Option Price, as same was reasonably established by the Lessor and Lessee, on the Termination Date. If FMV is set forth for a Purchase Option Price for its Fair Market Value, Fair Market Value will be reasonably determined by CNH Capital.

RENT. Lessee's right to use the Equipment and Lessee's obligation to pay rent therefor shall commence on the Beginning Date and shall continue throughout the term hereof. Rent shall be payable in the amount set forth in this Agreement, at periodic intervals and on the dates indicated, and is not refundable. Lessor may change the location at which rent is to be paid by noting such change on any invoice Lessor sends to Lessee or by sending Lessee notice in writing of such change.

FAILURE TO RETURN EQUIPMENT. If Lessee does not exercise its option (if any) to purchase the Equipment or fails to return it at the termination of this Agreement, due to default or otherwise, then, in addition to any other amounts that may be due to Lessor under this Agreement or under applicable law, Lessee will be liable for a daily amount computed on the basis of the scheduled rental payment (if unequal, the highest rental payment will be used).

ALTERATIONS/REPAIRS. Lessee will not, without Lessor's prior written consent, affix or install any accessories or attachments to the Equipment nor change it so that it cannot be used by similarly situated lessees. Any improvements, replacements, additions, accessories or repair parts to the Equipment shall become Lessor's property, free of all liens and encumbrances, and shall be deemed part of the Equipment. The Equipment is and shall be personal property, even if it or any part of it becomes affixed or attached to real property or any improvement to real property.

SECURITY DEPOSIT. The Security Deposit may be applied to any amounts that Lessee fails to pay under this Agreement including, but not limited to, damages to the Equipment in excess of normal wear and tear. Lessee will not earn interest on the Security Deposit.

CONDITIONS TO LEASE. Lessor has no obligation to lease the Equipment to Lessee until Lessor receives (a) a fully executed Agreement, (b) evidence of insurance that complies with the requirements hereof, (c) such precautionary financing statements or other documents as Lessor deems necessary or appropriate to evidence and/or perfect Lessor's interest in the Equipment in accordance with the Personal Property Security Act of the province in which located or other appropriate law, and (d) such other documents as Lessor may reasonably request.

ACCEPTANCE OF EQUIPMENT. Upon execution by Lessee of this Agreement, the Equipment shall be deemed to have been delivered to, and irrevocably accepted by, Lessee for lease under this Agreement.

GUARANTEE:

The undersigned guarantees the prompt performance of Lessee's Obligations under the Agreement, and all modifications and extensions thereof, including prompt payment of all sums when due. The undersigned shall, immediately upon demand, pay any sum due under the Agreement and all modifications and extensions thereof, without setoff. The undersigned hereby waives notice of any modifications, amendments or extensions of the Agreement and of Lessee's nonperformance or breach of the Agreement. The payment obligations under this Guarantee are the direct, primary, and continuing obligations of the undersigned and the undersigned's heirs, successors and assigns, and not merely a guarantee of collection. Capitalized terms used in this Guarantee have the same meaning given to them in the Agreement.

Guarantor Signature: ____________________ Address: ____________________

Print Name: ____________________ City, Province: ____________________

Title: ____________________ Postal Code: ____________________

x C. G. x C. G.
Lessee's Initials Lessee's Initials

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ADDITIONAL PROVISIONS

1. Assignment. Lessor will assign this Agreement to CNH Capital Canada Ltd. (hereinafter "Assignee"). Lessee acknowledges that Lessor has the right to assign this Agreement and that all rights and benefits but no obligations (if any) of Lessor under this Agreement may be exercised by any such Assignee and that no obligations (if any) of Lessor pass to Assignee. Upon receipt of notice from Assignee with instructions for payment, Lessee shall make all payments due under this Agreement directly to Assignee. This Agreement shall be binding on and enure to the benefit of Lessee and Lessor and their respective heirs, personal representatives, successors or assigns; provided, however, that Lessee may not assign its obligations under this Agreement to any person without Assignee's prior written consent.

2. Notification of Change in Residence, Principal Office, or Organizational Form. If Lessee changes (a) its province of principal residence, or (b) the province in which its chief executive office is located, or (c) the province in which its corporation, unlimited liability company or limited partnership is organized, or (d) its form of organization (such as from an individual to a corporation), Lessee will notify Assignee in writing promptly, but in no event more than thirty days after any such change.

3. Waiver of Defenses Against Assignee; Indemnification. Lessee will not assert against Assignee any claim or defense which Lessee may have against Lessor or the manufacturer of the Equipment. Lessee agrees that its obligation to remit payments will not be subject to, and it will not make any claim against Assignee for, breach of any representation, warranty or condition with respect to the Equipment and that its obligation to pay Assignee all amounts under this Agreement is absolute and unconditional without abatement, reduction, set-off, counterclaim or interruption for any reason whatsoever, notwithstanding any breach or alleged breach of any representation, warranty or condition with respect to the Equipment or any dispute which now or hereafter arises between Lessee and Lessor or any other person. Lessee shall indemnify and hold harmless Lessor, Assignee and their officers, directors, employees and agents from and against any damage, loss, theft or destruction of the Equipment or any part thereof, and from and against any and all loss, damages, injuries, claims, demands, costs and expenses (including without limitation reasonable attorneys' fees and expenses) of any kind and nature arising out of or connected with the use, condition (including without limitation, all defects whether or not discoverable by Lessee, Lessor or Assignee) or operation of the Equipment or any part thereof. Lessee shall promptly notify Assignee of any loss, damage, theft, destruction, injury, claim, demand, cost or expense related to this Agreement or the Equipment of which Lessee has notice.

4. Lessee's Covenants. Lessee shall (i) keep the Equipment in the Province of Lessee's address set forth on page 1 of this Agreement and not remove the Equipment from such address, except temporarily in connection with its ordinary use, unless Assignee consents in writing; (ii) maintain the Equipment in good condition and repair and not permit its value to be impaired; (iii) keep the Equipment and all substitutions, replacements, products, proceeds (such as insurance proceeds) and accessions related thereto (the "Collateral") free of all liens, encumbrances and security interests of persons other than Assignee; (iv) defend the Collateral against all claims and legal proceedings by persons other than Assignee; (v) pay and discharge when due all taxes, fees, levies and other charges upon the Collateral; (vi) pay when due all taxes arising from the purchase of the Equipment under this Agreement, excluding any taxes based upon Lessor's net income; (vii) use Equipment solely in the conduct of Lessee's business; (viii) ensure Equipment will be used solely within the intended uses of the manufacturer during the term of this Agreement; (ix) not sell, lease or otherwise dispose of the Equipment nor permit the Equipment to become an accession to other goods or a fixture; (x) not permit the Equipment to be used in violation of any law, regulation or policy of insurance; and (xi) strictly follow the terms of Provision 1 of this Agreement.

Each individual executing this Agreement represents and warrants that he or she has the requisite power and authority to enter into this Agreement and execute all related documents, to perform Obligations and consummate the transactions contemplated under this Agreement and related documents and that the execution and delivery of this Agreement and all related documents and the consummation of the transactions under this Agreement have been duly authorized by the Lessee.

5. Insurance. Lessee shall keep the Equipment and Lessor's and its assigns' interest in it insured against fire, theft, physical damage and other hazards under policies listing Assignee as loss payee or as an additional insured, with such provisions, for such amounts (but not less than the unpaid balance outstanding under this Agreement) and by such insurers as shall be satisfactory to Assignee from time and time, and shall furnish evidence of such insurance satisfactory to Assignee. Such insurance shall provide at least 30 days written notice of cancellation, lapse or expiration to Assignee. Lessee assigns (and directs any insurer to pay) to Assignee Lessee's interest in the proceeds of all such insurance and any premium refund and Assignee may, at its option, apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to repair or restore the Equipment, returning any excess to Lessee. Lessee must make all payments due under this Agreement whether or not the Equipment is insured or underinsured. Assignee is authorized, in the name of Lessee or otherwise, to make, adjust and/or settle claims under any insurance on the Equipment, or cancel the same after the occurrence of an event of default.

If Lessee purchased physical damage insurance that is financed under this Agreement, Lessee hereby requests and authorizes Lessor (provided Lessor is properly licensed to do so) or Lessor's designee: (a) to arrange physical damage insurance for the benefit of Lessor and Lessee that covers physical damage to the Equipment, (b) to replace or otherwise modify such insurance as Lessor deems appropriate and (c) to be Lessee's attorney-in-fact to make claim for, receive payment of, and execute, endorse and negotiate all documents, cheques or drafts received in payment of, all loss or damage under the insurance. This Agreement includes and hereby incorporates by reference any Insurance and Extended Service Plan Addendum signed in connection with this Agreement.

STATEMENT TO LESSEE: THE PHYSICAL DAMAGE INSURANCE PURCHASED UNDER THE TERMS OF THIS AGREEMENT COVERS ONLY LOSS OF OR DAMAGE TO THE EQUIPMENT. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED AS PART OF THE PHYSICAL DAMAGE INSURANCE. LESSEE UNDERSTANDS THAT IF INSURANCE IS FINANCED UNDER THIS AGREEMENT, PRE-PAYMENT OF LESSEE'S OBLIGATIONS OR TERMINATION OF THIS AGREEMENT MAY RESULT IN LOSS OF INSURANCE COVERAGE.

If Lessee purchased liability insurance that is financed under this Agreement, Lessee hereby requests and authorizes Lessor (provided Lessor is authorized to do so) or Lessor's designee to arrange for the liability insurance to be issued.

6. Modifications and Waivers. This Agreement sets forth the entire understanding between Lessor and Lessee. No modification, amendment or extension of this Agreement and no waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties and a waiver of any default hereunder by Lessor shall not constitute a waiver of any other prior or subsequent default, except that Lessee authorizes Lessor to insert in this Agreement the serial number and/or model number of any Equipment if this information is unknown when this Agreement is executed or to correct any errors in such numbers or any other patent errors in the description of the Equipment.

7. Authority of Assignee to Perform for Lessee. If Lessee fails to perform any of Lessee's duties set forth in this Agreement (including, specifically but without limitation, the purchase of insurance), Assignee may, at its option, in Lessee's name or otherwise, take any such action, including, without limitation, signing Lessee's name or paying any amount so required, and all costs and expenses incurred by Lessor or Assignee in connection therewith shall form part of the Obligations and shall be payable by Lessee upon demand with interest from the date of payment by Lessor or Assignee at the highest rate permitted by law.

8. Default. Lessee shall be in default under this Agreement if any of the following occurs:
   (a) Lessee fails to pay when due any of the Obligations, or to perform any other obligation of Lessee in this Agreement or in any renewal or refinancing of this Agreement;
   (b) a Lessee dies, ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency or liquidation proceedings, attempts to assign this Agreement or attempts to remove, sell, transfer, further encumber, part with possession of or sublet any Equipment;
   (c) any warranty or representation made by Lessee to induce Lessor or Assignee to extend credit to Lessee, under this Agreement or otherwise, is false in any material respect when made or Lessee fails to perform any covenant under this Agreement;
   (d) Lessee fails to maintain applicable required insurance or fails to comply with the requirements of any such insurance;
   (e) any other event occurs that causes Lessor or Assignee, in good faith, to consider that payment or performance of the Obligations is impaired or that the Equipment is at risk; or
   (f) the Equipment is impounded or confiscated by any federal, provincial or local governmental authority.

9. Expenses. To the extent not prohibited by law, Lessee shall reimburse Lessor or Assignee for any expense incurred by Lessor or Assignee in protecting or enforcing their rights under this Agreement, including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, transporting, holding, repairing, refurbishing, preparing for disposition and disposing of the Collateral, and all expenses and costs incurred in collecting the Obligations, and all such expenses shall form part of the Obligations.

10. Conflict with Law. Any provision of this Agreement prohibited by applicable law shall be ineffective to the extent of the prohibition without invalidating the remaining portions of this Agreement. The validity, construction and enforcement of this Agreement are governed by the laws of the province in which the Lessor is located. All terms not otherwise defined have the meanings assigned to them by the Personal Property Security Act. If Lessee is a corporation, Lessee hereby agrees that the Limitation of Civil Rights Act (Saskatchewan) and the Saskatchewan Farm Security Act shall not apply to this Agreement or any renewal or extension hereof or to the rights, power or remedies of the Lessor hereunder.

11. Authorization to Execute and File Financing Statements and Lien Documents. Lessee hereby authorizes Lessor or Lessor's designee to execute and file financing statements, and any motor vehicle title, registration and lien notification documentation, and any amendments thereto on behalf and in the name of Lessee to evidence Lessor's security interest in the Collateral. The Lessee acknowledges receipt of a copy of this Agreement and waives any entitlement the Lessee may have to receive any financing statement or verification statement relative thereto.

X C. G. X C. G.

Lessee's Initials Lessee's Initials

12. Remedies Upon Default. If Lessee is in default, Lessor may terminate this Agreement. If Lessor terminates this Agreement as a result of Lessee's default, Lessor will have the rights and remedies provided by law and by this Agreement; and Lessee will lose all rights to keep the Equipment. Lessor will have the right to take the Equipment without demand. To take it, Lessor may enter the premises where the Equipment is stored and remove it. Lessor may take any property in the Equipment at the time of repossession and hold it for Lessee. The repossession of the Equipment by Lessor does not release Lessee from its Obligations under this Agreement. Lessee agrees that Lessor may sell the Equipment (including at wholesale), re-lease it or otherwise dispose of it in a commercially reasonable manner. Lessee agrees to pay Lessor, as liquidated damages, an amount equal to (a) the Termination Value, plus (b) a processing fee ("Processing Fee") equal to the lower of $500.00 or the maximum amount permitted by applicable law. The net proceeds of the disposition of the Equipment by sale or re-lease for the remaining term of lease under this Agreement, shall reduce the Lessee's Obligations pursuant to the preceding sentence and any costs to Lessor and/or Assignee arising from repossessing the Equipment and/or selling the Equipment and/or re-leasing the Equipment for the remaining term of lease under this Agreement, including, without limitation, reasonable legal fees and costs to collect the Processing Fee, shall increase the Lessee's Obligations pursuant to the preceding sentence.

13. Taxes. Lessee agrees to pay all taxes (or reimburse Lessor for any taxes) imposed by any government, political subdivision or taxing authority upon or with respect to (a) the purchase, ownership, possession, acceptance, relocation, repair, lease, return, sale or use of the Equipment, (b) the rental payments or any other payment required under this Agreement, or (c) any of the transactions contemplated by this Agreement. The term "taxes" shall mean any and all fees (including, without limitation, license, documentation, recording and registration fees), taxes (including, without limitation, gross receipts, sales, rental, use, value added, goods and services, property [tangible and intangible], excise and stamp taxes), licenses, levies, duties, assessments or withholdings of any nature whatsoever (together with any and all penalties, fines, additions to tax and interest thereon), except all taxes on or measured by Lessor's net income.

14. Tax Representations and Indemnification. As the owner, Lessor shall be entitled to claim all items of deduction, including depreciation on the Equipment, that are consistent with ownership for tax purposes (the "Tax Benefits"). Lessee will not take or omit to take any action which would cause this Agreement not to be treated as a true lease for Canadian federal tax purposes. If Lessor loses the right to claim or is not entitled to claim all or any portion of the Tax Benefits, or if all or any of the Tax Benefits claimed by Lessor are disallowed, recaptured, reduced, or eliminated, or if Lessor's originally contemplated after-tax return is adversely affected (a "Loss of Tax Benefits") as a result of (i) the inaccuracy or falsity of any representation or warranty made by Lessee in this Agreement, (ii) Lessee's breach of or failure to perform any covenant or agreement hereunder, or (iii) any other act or omission by Lessee, then Lessee shall pay Lessor such amount as shall, in Lessor's reasonable opinion, cause Lessor to receive over the full term of this Agreement the same after-tax return that Lessor would have realized if there had not been a Loss of Tax Benefits (the "Original Net Economic Return"). If, as a result of any change in Canadian federal and/or applicable provincial income tax law enacted after the date of this Agreement, Lessor shall have a Loss of Tax Benefits, Lessee shall pay Lessor, upon Lessor's request, that amount which will provide Lessor the Original Net Economic Return. Any amounts due hereunder shall be payable at Lessor's election either as supplemental rent during the remaining term of this Agreement or as a lump sum payable on demand.

15. Liability Insurance. Lessee shall obtain liability insurance from a carrier acceptable to Assignee in such form and subject to such limits as Assignee may reasonably require protecting the interests of Lessor, Assignee and Lessee against claims for damages or injuries to persons or property caused by the use, condition, holding or operation of the Equipment.

16. Excessive Wear and Tear. For purposes of this Agreement, excessive wear and tear shall mean and include any of the following:

(a.) Cab/Operator Platform.
(a.1) Heavy interior soil.
(a.2) Unclean condition of the cab.
(a.3) Holes, tears or burns on the dash, floor covers, seats, headliners, upholstery or interior.
(a.4) Hour Meter: If the hour meter or dash has been tampered with the Lessor has the right to estimate excess hours plus any additional penalties deemed appropriate.
(a.5) Seat and/or seat belts broken.
(b.) Exterior.
(b.1) Dents larger than 2" in diameter or excessive number of dents.
(b.2) Scratches - Any excess scratches to the paint or any one individual scratch that exceeds 8" in length.
(b.3) Chips - Any single chip the size of a quarter or larger or multiple smaller chips within 1 square foot.
(b.4) Paint - Substandard paint, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint.
(b.5) Rust - Rust holes in the body metal or any rust spots.
(b.6) Glass Damage - Any glass that must be replaced due to cracks or missing glass and any windshield damages.
(b.7) Frame Damage - All frame damage and substandard frame repairs in addition to modifications made to the frame.
(b.8) Blades, Buckets and Other Attachments - Any broken or cracked teeth on any attachments included with the Equipment.
(b.9) Tires/Tracks - Any tires on returned Equipment that are in an unsafe condition, cracks, that have broken side walls, that are not original casings, that have less than 50% of original tread remaining, or that are not of the same size, type, grade or manufacturer (or equivalent-quality manufacturer) as were originally included on the Equipment. Lessee will be required to pay for the cost of a new tire if the above conditions are not met.
(b.10) Unclean exterior requiring but not limiting to steam cleaning.
(b.11) Broken or Inoperable lights.
(b.12) Any Mirror damage.
(b.13) Bent or Broken Steps, Dented or bent wheel rims.
(c.) Mechanical.
(c.1) Mechanical - Mechanical components that are missing, broken or unsafe or that do not operate normally. The battery will need to be replaced if the battery is dead upon the delivery of the unit at lease end.
(c.2) Equipment - Computer systems or safety or emission control equipment not in proper working order.
(c.3) Brakes - Brake drums that are cracked or exceed manufacturer's recommended wear limits, brake linings showing less than 50% remaining wear, or brakes that leak oil or fluid.
(c.4) Power Train - Wear on power train assembly that exceeds manufacturer's then-current standards for normal wear (as shown by oil sample analysis).
(c.5) Undercarriage - Leaky lubrication seals, improperly tightened track tension, cracked or broken track shoes or fasteners, less than 50% of original life remaining on any parts, or any undercarriage components not being of the original size, type, grade or manufacturer.
(c.6) Hydraulic System - Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications, or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis).
(c.7) Air Filters - Any filters not within manufacturer's specifications.
(c.8) Electrical System - Any gauges or fluid indicators that are damaged or do not function, an alternator that fails to operate properly, a battery that fails to hold a charge, or any wire harnesses that are not tied down and kept secure, dry, clean and dust-free.
(c.9) Leaks - Any general leaks that cost in excess of $100 to repair including labor.
(c.10) Mufflers/Exhaust Pipes burnt out.
(c.11) Damaged or inoperable horn.
(d.) General; Other.
(d.1) General - Failure to operate and maintain the Equipment in accordance with the manufacturer's specifications, or use of components, fuels or fluids on or in connection with the Equipment that do not meet manufacturer's standards.
(d.2) Other - Any other damage or repair including but not limited to unlawful or unsafe operating conditions, or that make the Equipment either unlawful or unsafe to operate. All repair estimates will be based upon applicable Lessor rates or, if Lessor is unable to estimate and repair such excessive wear and tear, then at rates applicable at another outlet as reasonably selected by Lessor.

x C. G. x C. G.
Lessee's Initials Lessee's Initials

CNH CAPITAL

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05543 / 99491 / SILVER HILL FUR FARM LTD.

ASSIGNMENT

Lessor (hereinafter "Assignor") hereby assigns to CNH Capital Canada Ltd. (hereinafter "Assignee"), all Assignor's right, title and interest in and to (a) the Agreement, and all rights, remedies and powers of the Lessor thereunder including, without limitation, the right to receive all rental, purchase option price and any other amounts paid, due or to become due from Lessee thereunder; (b) the Equipment; and (c) the security interest in the Collateral. Assignor and Assignee intend this Assignment to be a true and absolute sale of Assignor's right, title and interest in the Agreement, Equipment and the security interest in the Collateral.

Assignor warrants and represents to Assignee as follows: (a) all statements contained in the Agreement, including, but not limited to, the trade-in and down payment information, are true and correct and Assignor did not provide either the trade-in or the down-payment; (b) the Agreement is a valid and binding obligation arising out of a bona-fide transaction in the ordinary course of business of Assignor and is fully enforceable according to its terms; (c) the Equipment is as represented to the Lessee; (d) Assignor made all disclosures required by law, and in the manner required by law prior to Lessee's execution of the Agreement; (e) Lessee is not a minor and has the capacity to contract; (f) Assignor has obtained or maintained, or caused to be obtained or maintained, a properly perfected first priority security interest (or in Quebec, a right of ownership) in the Collateral; (g) as of the date of the Agreement, Assignor has verified that the Lessee has obtained the insurance required by the applicable Agreement and has valid proof of such verification; (h) Assignor has a properly completed and signed credit application from the Lessee; (i) the Equipment was not delivered to the Lessee until credit approval had been obtained from the Assignee and the Agreement has been properly and fully completed by Lessee and Assignor; (j) title to and ownership of the Equipment is hereby vested in the Assignee, free of all liens, hypothecs or other encumbrances, and Assignor has the right to assign said title and ownership, and any property received in trade for the Equipment is free of all liens, hypothecs or other encumbrances; (k) the Equipment has been paid in full or will be paid in full with Agreement proceeds; (l) Assignor is (and at all times will be) solvent and operating in the ordinary course of business; (m) the Agreement is not subject to any defense, counterclaim or setoff (or compensation in Quebec), except to the extent enforceability may be limited by bankruptcy, receivership, insolvency or moratorium laws, or by other similar laws of general application.

Assignor hereby unconditionally agrees to purchase the Agreement and the Equipment from Assignee upon demand for the full amount then unpaid whether the Agreement shall then be, or not be, in default if Lessee or any other person makes a claim against Assignee alleging facts that could constitute a breach of any of the foregoing warranties. Assignor shall assume the defense of such claims and shall indemnify and hold Assignee harmless from all loss, cost and expense arising therefrom. In addition to its rights to require Assignor to purchase the Agreement and Equipment as provided in the first sentence of this paragraph, Assignee shall have, pursuant to the applicable provisions of the retail financing and related other agreements by and between Assignor and Assignee, as amended from time to time, or the applicable dealer handbook, recourse to Assignor in respect of the Agreement of the type indicated by the "Endorsement Code" box checked below.

The liability of the Assignor, shall not be affected by any extension, renewal, or other change in the time of the payment of the Agreement, nor any change in the manner, place or terms of the payment thereof, nor the release of, nor settlement or compromise with any party liable for the payment thereof or the release or non-perfection of any security or right thereunder. Assignee shall not be bound to exhaust its recourse against Lessee or any other person nor any security or right Assingee may at any time have, before being entitled to payment from Assignor hereunder. Assignor waives notice of the acceptance of this Assignment and notices of non-payment and non-performance of the Agreement and any other notices required by the law and waives all setoffs and counterclaims. This Assignment shall become effective upon delivery of the Agreement to Assignee or upon Assignee's payment of the purchase price therefor, whichever first occurs.

ENDORSEMENT CODES ☑ N ☐ R ☐ F ☐ O

OTHER ENDORSEMENT EXPLANATION

PROCEEDS ☐ WHLS (excludes payoffs) $

DIST. ☐ CHK/ACH $

X Glen McKenna

Lessor's Representative

06-28-2010 KENSINGTON AGRICULTURAL SERVICES LTD

Date Print Name

ENDORSEMENT CODES: N - Non-Recourse; R - Repurchase; F - Full Recourse; O - Other

LEASE AGREEMENT CHECKLIST

- ___ Original signed customer credit application(s)
- ___ Original signed completed lease worksheet (operating leases only)
- ___ Lessee has signed and initialed completed lease Agreement
- ___ Lessee name is exact legal name and physical address
- ___ Dealer has checked and signed applicable endorsement code in assignment section
- ___ If Lessee providing own PDI insurance, proof of Lessee PDI insurance coverage.
- ___ Proof of sufficient liability insurance coverage on operating lease
- ___ Dealer lease guarantee form completed, signed and included (if applicable)
- ___ Guarantee form for corporations completed, signed and included (if applicable)
- ___ Cross collateralization form completed, signed and included (if applicable)
- ___ Invoice included for allied equipment
- ___ Automatic payment plan enrollment form completed, signed and attached with voided customer cheque or withdrawal slip (if applicable)

THANK YOU FOR YOUR BUSINESS

Appendix J

Invoice

ILLINOIS mink wire company

38614 North Fairfield Road
Lake Villa, IL 60046

Date	Invoice #
10/7/2014	13321

Bill To	Ship To
Casey Gavin No 4 Tignish Seacow Pond, PE C0B-2B0 Canada	Casey Gavin Silver Hill Farm No 4 Tignish Seacow Pond, PE C0B-2B0 Canada

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		10/7/2014			

Quantity	Item Code	Description	Price Each	Amount
2	207800	HG Combi Cut Opening Machine - 8453.10.00.00	36,295.39	72,590.78
1	207818	Spare part kit, Combi Cut - optional - 8453.10.00.00	2,030.41	2,030.41
2	204296	Conveyor, for HG Combi Cut, 150x280mm - 8428.33.00.00	3,270.32	6,540.64
4	206405	Skinning Machine, Electric 180 mink per hour - 8453.10.00.00	6,921.61	27,686.44
4	205425	Brace for pneumatic knife - 8208.90.00.00	288.15	1,152.60
2	206447	Kit, spare part for Electric Puller - optional - 8453.10.00.00	107.16	214.32
4	181200	Knife, Pneumatic Angle - 8208.90.00.00	1,708.18	6,832.72
4	175802	Hose, spiral 6m w/fittings - 8208.90.00.00	97.99	391.96
4	175800	Pulley, Spring Balance for Skinning Machine - 8208.90.00.00	105.11	420.44
4	181210	Belt for head cutter 265mm HG model 2007+ Pneumatic knife - 8208.90.00.00	14.73	58.92
4	206060	Knife round 50 mm for slicing machine - 8208.90.00.00	60.05	240.20
6	50175	Plug, 5P/16amp female - 8302.49.00.00	16.95	101.70
2	50170	Plug, 5P/16amp male - 8302.49.00.00	9.38	18.76
	labor	Setup, installation and training are included - out of pocket expenses for travel are extra		
	01	Special discount	-4,000.00	-4,000.00
	01	Bank fee	-35.00	-35.00

Total

Phone #	Fax #
847-356-5661	847-356-1617

Invoice

Illinois mink wire company
38614 North Fairfield Road
Lake Villa, IL 60046

Date	Invoice #
10/7/2014	13321

Bill To	Ship To
Casey Gavin No 4 Tignish Seacow Pond, PE C0B-2B0 Canada	Casey Gavin Silver Hill Farm No 4 Tignish Seacow Pond, PE C0B-2B0 Canada

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		10/7/2014			

Quantity	Item Code	Description	Price Each	Amount
		Price subject to change Payment terms 40% at time of order, balance on delivery Price based on a 1.32 Euro to Dollar rate Euro rate subject to change Final price determined at time of payment Shipping cost is extra Import duties, if any, are extra Payable in US Dollars Country of manufacture is Denmark		
			Total	$114,244.89

Phone #	Fax #
847-356-5661	847-356-1617

Invoice

Date	Invoice #
4/11/2014	12888

PAID
05/28/2014

Bill To	Ship To
Casey Gavin No 4 Tignish Seacow Pond, PE C0B-2B0 Canada	Casey Gavin Silver Hill Farm No 4 Tignish Seacow Pond, PE C0B-2B0 Canada

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 15		4/11/2014	Echo Glo...		

Quantity	Item Code	Description	Price Each	Amount
1	a6026	Miniloader a60D 28 HP Diesel D1105 - serial #A600205	30,477.60	30,477.60
1	7001739	2 speed wheel motors	1,456.56	1,456.56
1	7004522	Differential lock	1,211.76	1,211.76
1	7001741	Parallel leveler	1,211.76	1,211.76
1	7001824	Telescopic beam extension 60cm	1,603.44	1,603.44
1	7001834	High capacity hydraulics 18+24 liter/minute	1,701.35	1,701.35
1	870390	Manure Collector with Screw 120 CM (47 inch) with Hyd. tilt	5,905.30	5,905.30
1	870108	Bucket 105cm (41 inch)	632.45	632.45
	01	Special discount	-1,600.22	-1,600.22
	FR	SHIPPING COSTS	0.00	0.00

Thank you for your business. We really appreciate it!
30 days past due are subject to interest fee

Total $42,600.00

Appendix K

S1GS-27628

SUPREME COURT OF PRINCE EDWARD ISLAND

THE BANK OF NOVA SCOTIA

Applicant

and

SILVER HILL FUR FARM LTD., as represented by PricewaterhouseCoopers Inc. as trustee in bankruptcy.

Respondent

AFFIDAVIT OF DARJODH SINGH
(sworn May 2, 2017)

I, Darjodh Singh of Stanchel, of Prince Edward Island, make oath and say as follows:

1. I worked with Silver Hill Fur Farm Ltd. ("**SHFF**") as a general mink farm labourer from August 22, 2016, to 1 March 2017.

2. I have personal knowledge of the evidence sworn to in this affidavit except where otherwise stated to be based on information or belief.

3. I state, in this affidavit, the source of any information that is not based on my own personal knowledge, and I, in such cases, do verily believe same to be true.

4. In December 2016, I assisted the Company with the harvest of approximately 60,000 mink. The harvest process involved a team of 10 to 14 individuals where approximately 3,000 – 4,000 animals were harvested and pelted each day until the harvest was complete. Pelts from the December harvest were sent to ALC for auction.

5. After the December harvest was complete the only remaining SHFF mink on site were the 20,000 Breeder mink. The Breeder mink were fed and cared for in the normal course of business until late February 2017.

6. On or about 22 February 2017, Casey Gavin provided instructions to the SHFF employees to stop feeding the Breeder mink. The following day, Casey Gavin provided instructions to the SHFF employees to start harvesting the Breeder mink

7. The Breeder mink harvest was carried out over a period of 4 to 5 days. The following individuals, including myself, were involved with the February 2017 harvest:

Donnie Ellands;

Ernest McRae;

Tommy (last name unknown);

Miguel (last name unknown);

Little David (last name unknown);

Big David (last name unknown);

Wadie Kwamie Adomako;

Sukhjinder Singh; and

Casey Gavin

8. Leigh Gavin did not assist with the harvest of the Breeder mink.

9. Approximately 19,000 high quality pelts were produced in February 2017. The pelts were transported on a daily basis to the SHFF cold storage facility in Tignish, PEI for safe keeping and temporary storage. I have no knowledge where these pelts were ultimately sent to.

10. In February 2017 approximately 900 live mink comprised of palomino, white, silver blue and pearl varieties were selected by Casey Gavin. Those animals were loaded onto a white Volvo transport truck with Newfoundland and Labrador license plates and shipped off site. I have no knowledge where these live minks were sent.

11. I am familiar with the Company's skinning equipment which was removed from the premises some time during the month of January 2017. Other equipment used in the operation at SHFF included mini loaders, contractor with rock spike and skid steer. I recall seeing these pieces of equipment at SHFF on my last day of employment which was on or about 1 March 2017.

SWORN TO before me on the 2nd day of May, 2017 at Charlottetown, Prince Edward Island	
A Commissioner of Oaths for the Province of Prince Edward Island	

Appendix L

S1GS-27628

SUPREME COURT OF PRINCE EDWARD ISLAND

THE BANK OF NOVA SCOTIA

Applicant

and

SILVER HILL FUR FARM LTD. as represented by PricewaterhouseCoopers Inc. as trustee in bankruptcy

Respondent

AFFIDAVIT OF SUKHJINDER SINGH
(sworn May 2, 2017)

I, Sukhjinder Singh of Stanchel, in Prince Edward Island, make oath and say as follows:

1. I worked with Silver Hill Fur Farm Ltd. ("**SHFF**") as a general mink farm labourer from February to 1 March 2017.

2. I have personal knowledge of the evidence sworn to in this affidavit except where otherwise stated to be based on information or belief.

3. I state, in this affidavit, the source of any information that is not based on my own personal knowledge, and I, in such cases, do verily believe same to be true.

4. In December 2016, I assisted the Company with the harvest of approximately 60,000 mink. The harvest process involved a team of 10 to 14 individuals where approximately 3,000 – 4,000 animals were harvested and pelted each day until the harvest was complete. Pelts from the December harvest were sent to ALC for auction.

5. After the December harvest was complete the only remaining SHFF mink on site were the 20,000 Breeder mink. The Breeder mink were fed and cared for in the normal course of business until late February 2017.

6. On or about 22 February 2017, Casey Gavin provided instructions to the SHFF employees to stop feeding the Breeder mink. The following day, Casey Gavin provided instructions to the SHFF employees to start harvesting the Breeder mink

7. The Breeder mink harvest was carried out over a period of 4 to 5 days. The following individuals, including myself, were involved with the February 2017 harvest:

Donnie Ellands;

Ernest McRae;

Tommy (last name unknown);

Miguel (last name unknown);

Little David (last name unknown);

Big David (last name unknown);

Darjodi Singh;

Wadie Kwamie Adomako; and

Casey Gavin

8. Leigh Gavin did not assist with the harvest of the Breeder mink.

9. Approximately 19,000 high quality pelts were produced in February 2017. The pelts were transported on a daily basis to the SHFF cold storage facility in Tignish, PEI for safe keeping and temporary storage. I have no knowledge where these pelts were ultimately sent.

10. In February 2017 approximately 900 live mink comprised of palomino, white, silver blue and pearl varieties were selected by Casey Gavin. Those animals were loaded onto a white Volvo transport truck with Newfoundland and Labrador license plates and shipped off site. I have no knowledge where the live mink were sent.

11. I am familiar with the Company's skinning equipment which was removed from the premises some time during the month of January 2017. Other equipment used in the operation at SHFF included mini loaders, contractor with rock spike and skid steer. I recall seeing these pieces of equipment at SHFF on my last day of employment which was on or about 1 March 2017.

SWORN TO before me on the 2nd day of May, 2017 at Charlottetown, Prince Edward Island

A Commissioner of Oaths for the Province of Prince Edward Island

Sukhjinder Singh

Appendix M

S1GS-27628

SUPREME COURT OF PRINCE EDWARD ISLAND

THE BANK OF NOVA SCOTIA

Applicant

and

SILVER HILL FUR FARM LTD. as represented by PricewaterhouseCoopers Inc. as trustee in bankruptcy

Respondent

AFFIDAVIT OF WADIE KWAME ADOMAKO
(sworn May 2, 2017)

I, Wadie Kwame Adomako, of Stanchel, of Prince Edward Island, make oath and say as follows:

1. I worked with Silver Hill Fur Farm Ltd. ("**SHFF**") as a general mink farm labourer from 22 August 2016 to 1 March 2017.

2. I have personal knowledge of the evidence sworn to in this affidavit except where otherwise stated to be based on information or belief.

3. I state, in this affidavit, the source of any information that is not based on my own personal knowledge, and I, in such cases, do verily believe same to be true.

4. In October 2016 I was involved with a small harvest of approximately 20,000 mink including the "implants" and certain other "brown" mink from site. The mink harvested in October 2016 was carried out by certain Mexican site workers and myself and took approximately 4 days to complete. I have no knowledge on where the October 2016 pelts were sent.

5. In December 2016, I assisted the Company with the harvest of approximately 60,000 mink. The harvest process involved a team of 10 to 14 individuals where approximately 3,000 – 4,000 animals were harvested and pelted each day until the harvest was complete. Pelts from the December harvest were sent to ALC for auction.

6. After the December harvest was complete the only remaining SHFF mink on site were the 20,000 Breeder mink. The Breeder mink were fed and cared for in the normal course of business until late February 2017.

7. On or about 22 February 2017, Casey Gavin provided instructions to the SHFF employees to stop feeding the Breeder mink. The following day, Casey Gavin provided instructions to the SHFF employees to start harvesting the Breeder mink.

8. The Breeder mink harvest was carried out over a period of 4 to 5 days. The following individuals, including myself, were involved with the February 2017 harvest:

Donnie Ellands;

Ernest McRae;

Tommy (last name unknown);

Miguel (last name unknown);

Little David (last name unknown);

Big David (last name unknown);

Darjodj Singh;

Sukhjinder Singh; and

Casey Gavin

9. Leigh Gavin did not assist with the harvest of the Breeder mink.

10. Approximately 19,000 high quality pelts were produced in February 2017. The pelts were transported on a daily basis to the SHFF cold storage facility in Tignish, PEI for safe keeping and temporary storage. I have no knowledge where these pelts were ultimately sent.

11. In February 2017 approximately 900 live mink comprised of palomino, white, silver blue and pearl varieties were selected by Casey Gavin. Those animals were loaded onto a white Volvo transport truck with yellow Nova Scotia license plates and shipped off site. I have no knowledge where the live mink were sent.

12. I am not familiar with the Companies skinning equipment. However, I am familiar with other equipment used in the operation at SHFF including mini loaders, contractor with rock spike and skid steer. I recall seeing these pieces of equipment at SHFF on my last day of employment which was on or about 1 March 2017.

SWORN TO before me on the 2nd day of May,)
2017 at Charlottetown, Prince Edward Island)
)
)
)
) x
A Commissioner of Oaths for the Province of)
Prince Edward Island)

Appendix N

George Kinsman

From: Jeff Ready <jcready@gov.pe.ca>
Sent: March 6, 2017 5:30 PM
To: Pagazani, John
Subject: Fwd: FW: Mink farm
Attachments: image001.jpg

here you go.....

Jeff Ready I Sr. Financial Analyst
Finance PEI
94 Euston St, 2nd Floor
PO Box 1176,
Charlottetown, PE C1A 7M8
T:902 368 6435 I F:902 368 6255
jcready@gov.pe.ca
>>> Jamie Aiken 3/6/2017 3:20 PM >>>

>>> "Dunn, Blair" <Blair.Dunn@ca.gt.com> 3/6/2017 2:40 PM >>>
Good afternoon – I received this message today from Casey. Given the contents of this e-mail, it would likely be best to contact Casey directly – his cell number is 902-856-1421.

Blair Dunn, CPA, CA, FEA | Partner
Grant Thornton LLP
Royal Bank Bldg | 220 Water Street, 2nd Floor | P.O. Box 1660 | Summerside | PE | C1N 2V5
T +1 902 432 3525 | **F** +1 902 436 6913
E Blair.Dunn@ca.gt.com | **W** http://www.grantthornton.ca/

Grant Thornton
An instinct for growth™

Great Place to Work Best Workplaces 2016 Canada

Grant Thornton LLP is proud to be recognized as one of Canada's best workplaces for our ninth consecutive year!

From: Casey Gavin [mailto:silverhill20161@outlook.com]
Sent: Monday, March 6, 2017 2:16 PM
To: Dunn, Blair <Blair.Dunn@ca.gt.com>
Subject: Mink farm

To whom it may concern

As of now silverhill fur farm has no live mink on any property. After exhausting all options to obtain financing to run the operation we came up empty handed.

On Friday march 3 After not paying the workers I had left on the farm that were not paid for approximately two weeks I asked if they could work another two to four weeks with no pay. Understandably they said no and walked out.

So for the animals welfare Friday evening my father and I started killing mink. And we kept killing until Sunday evening With the number of mink on two farms 50 minutes apart there is no way possible for one man to look after them. With it being just my father and I killing them we unintentionally destroyed the value of their pelts. With not having the money to hire additional help we could not keep the mink spread out enough to get rid of their own body heat. Therefore causing them to rot immediately

Jim Cooke I don't know how this proceeds forward but their is a furnace at the plant that has to be maintained. Water system on the tignish farm to be looked after as well. I'll be glad to help if I'm allowed to.

Jamie Atkins Jeff ready Halliburton farm has a water system that has to be monitored as well.

Casey Gavin

Appendix O

From: GVongas@americanlegend.com
Sent: September 29, 2016 7:59 AM
To: HDeSimone@americanlegend.com
Subject: Casey kit count

Hi Heidi, Casey kit count done, both farms, 82345 kits, Sep 27 and 28. Bigger farm in Tignish was mostly blacks, over 50k, and some palominos. The balance in O'leary Farm were all mutations.

In Weymouth today, please give me an update on who needs a count. Sabar wasn't on the last list you sent, are we still financing him?

Thanks

Sent from my BlackBerry - the most secure mobile device

Appendix P

MIDDLETON VET SERVICES

RR # 1
Middleton, N.S.
B0S 1P0

Dr. Dave MacHattie
Dr. Teresa Speelman

1163 Brooklyn St.
Middleton, N.S.
Tel: (902) 825-3459
Fax: (902) 825-3450

Fax Cover Sheet

TO: American Legend FROM: Angela @ MVS

DATE: July 8th 2016 SUBJECT: Casey Gavin

FAX #: 1-425-251-3222 PAGES: 3 INCLUDING COVER

Re Casey Gavin,

One Invoice is for 80,000 doses Biocom 3-way vaccine, Casey typically gets just 3-way but also included invoice with 80,000 of Biocom 3-way and Distemper vaccine In Case needed.

please call if any questions

902-825-3459

INVOICE

Middleton Vet Services
1163 Brooklyn Road, RR#1
Middleton, NS BOS 1PO
902-825-3459

Printed: 08/07/16 at 3:07p
Date: 08/07/16
Account: 11233

Invoice: 228179

FOR: Casey Gavin (M)
Silver Hill Fur Farm
20826 Route 12
Seacow Pond, PE C0B 2B0
(902) 882-4140

Date	For	Qty	Description	Price	Discount	Net Price
MINK VACCINES						
08/07/16		160	Biocom P 3 way mink vaccine 500 *			51000.00
						=========
	Total of services for MINK					51000.00

Old balance	Charges	GST	PST	Payments	New balance
0.00	51000.00	*7650.00	0.00	0.00	58650.00

HST# 13834 2597 RP

80,000 doses BioCom P
No Distemper.
This is what ~~Gavin~~ Casey usually uses
Dave

INVOICE

Middleton Vet Services

1163 Brooklyn Road, RR#1
Middleton, NS BOS 1PO
902-825-3459

Printed: 08/07/16 at 3:08p
Date: 08/07/16
Account: 11233

Invoice: 228180

FOR: Casey Gavin (M)
Silver Hill Fur Farm
20826 Route 12
Seacow Pond, PE C0B 2B0
(902) 882-4140

Date	For	Qty	Description	Price	Discount	Net Price
MINK VACCINES						
08/07/16		160	Biocom P 3 way mink vaccine 500 *			51000.00
08/07/16		320	Distemink mink vaccine 250 dose*			39360.00
	Total of services for MINK					90360.00

Old balance	Charges	GST	PST	Payments	New balance
0.00	90360.00	*13554.00	0.00	0.00	103914.00

HST# 13834 2597 RP

80,000 doses BioComP
80,000 doses Distomink

Not what Casey usually uses

Dave

Appendix Q

SHUR-GAIN

COMMANDE D'EXPÉDITION D'ENTREPÔT
STORAGE SHIPPING ORDER

33488

DATE July 18 20 16

FOR ACCOUNT OF / POUR LE COMPTE DE Silver Hill Fur Farm

SHIP TO / EXPÉDIEZ À 90 Casey Gavin

SHIP BY / EXPÉDIEZ PAR

ORDER NO. / NO DE COMMANDE 120022

LOT	PIECES	QUANTITY QUANTITÉ	COMMODITY MARCHANDISE	WEIGHT PESANTEUR
20	000	10365698	Implants 5.4 mg	17000.00
			Tax	2550.00
				19,550.00
			To be Picked up + Paid For at	
			Shur Gain	
			Summerside	

APPROVED APPROUVÉ	SHIPPER EXPÉDITEUR	RECEIVED IN GOOD ORDER REÇU EN BON ORDRE	DATE RECEIVED DATE DE LIVRAISON

DISTRIBUTION: WHITE: CUSTOMER'S COPY - COPIE DU CLIENT YELLOW: SHIPPER'S COPY PINK: OFFICE COPY GOLDENROD: OFFICE COPY

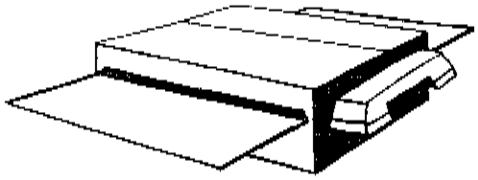
Shur-Gain

nutreco CANADA INC.

Jim Rose
Fur Feed Representative

R.R. #2, South Ohio
Yarmouth, N.S.
B0W 3E0

Home: (902) 761-2963
Fax: (902) 761-3136
Cell: (902) 740-0516



TO: George Kinsman

DATE: April 27/17

Company:

Department:

Fax Number:

NUMBER OF PAGES INCLUDING COVER SHEET: 2

FROM: Jim Rose

Company:

Department:

Tel: Fax:

☐ REPLY NOT REQUESTED ☐ REPLY REQUESTED ☐ REGULAR REPLY ☐ RUSH REPLY

MESSAGE:

As Requested

Jim Rose

Appendix R

BULLWINKLE FISHERIES LTD.

DATED **March 7, 2002**

BY THE HONOURABLE JEFFERY E. LANTZ

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, the *Companies Act*, R.S.P.E.I. 1988, Cap. C-14, provides that the Minister may, by letters patent, grant a charter to one or more persons who apply therefor, constituting that person and others who may become shareholders in the company thereby created, a body corporate and politic for any purposes or objects to which the legislative authority of the Legislature extends, except trust companies and insurance companies.

AND WHEREAS, the *Companies Act*, R.S.P.E.I. 1988, Cap. C-14, provides that any two or more companies having the same or similar objects may amalgamate and continue as one company.

AND WHEREAS an application has been filed for letters patent to confirm the attached amalgamation agreement amalgamating

BULLWINKLE FISHERIES LTD.
100364 P.E.I. INC.

as one company under the name of **BULLWINKLE FISHERIES LTD.** effective on the date set out in the amalgamation agreement.

THEREFORE, the Minister under the authority of Part I of the Companies Act, by these presents, confirms the attached amalgamation agreement and amalgamates the companies so applying as one company, with all the rights and powers conferred by the said Act, pursuant to the provisions of the application which is attached hereto and forms part hereof.

DATED AT Charlottetown, Prince Edward Island,
the 7th day of March, 2002.

Sharon Sullivan Emery

DEPUTY MINISTER

// J. ALLAN SHAW LAW CORPORATION
BARRISTER and SOLICITOR

P.O. Box 40,
479 Church Street,
Alberton,
P.E.I.,
C0B 1B0
Phone:902-853-3313
Fax:902-853-3753

March 6, 2002

File No. A13,916

RECEIVED

MAR 07 2002

Office of the Attorney General

Department of Justice
Corporation Division
P.O. Box 2000
Charlottetown, P.E.I.
C1A 7N8

RE: AMALGAMATION OF BULLWINKLE FISHERIES LTD. & 100364 P.E.I. INC.

Enclosed please find, in duplicate, the Application for Amalgamation on the above noted matter. Also enclosed please find my cheque in the amount of $260.00, $250.00 for incorporation fees, $10.00 for advertising the Royal Gazette.

I would ask that you please file same and return the copy to this office.

Should you have any questions or comments please feel free to contact me.

Yours truly,

D. Dunville

for J. Allan Shaw
JAS/dd
Enclosure

THIS AMALGAMATION AGREEMENT made as of the 6th day of March, 2002.

BETWEEN:

BULLWINKLE FISHERIES LTD., a company incorporated under the laws of the Province of Prince Edward Island,

(hereinafter called "BULLWINKLE")

OF THE FIRST PART;

AND:

100364 P.E.I. INC., a company incorporated under the laws of the Province of Prince Edward Island,

(hereinafter called "100364")

OF THE SECOND PART.

WHEREAS BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC. were incorporated under the **Companies Act** (Prince Edward Island);

AND WHEREAS Bullwinkle Fisheries Ltd. and 100360 P.E.I. Inc. acting under the authority contained in the **Companies Act**, have agreed to amalgamate upon the terms and conditions hereinafter set out;

AND WHEREAS the parties have each made full disclosure to one another of all their respective assets and liabilities;

AND WHEREAS the authorized capital of Bullwinkle Fisheries Ltd. consists of an unlimited number of Common, Class "A", "B", "C" and "D" preferred shares with par value to be determined upon issuance; and of the authorized capital two common shares has been issued which are fully paid and non-assessable;

AND WHEREAS the authorized capital of 100364 P.E.I. Inc. consists of Five Thousand (5,000) common shares having a par value of One ($1.00) dollar each and One Thousand (1,000)

Class "A" preferred shares, One Thousand (1,000) Class "B" preferred shares, One Thousand (!,000) Class "C" preferred shares and One Thousand (1,000) Class "D" preferred shares - par value on the preferred shares to be determined upon issuance; and of the authorized capital of 100364 P.E.I. Inc. there have been issued Fifty (50) common shares which are outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of 100364 P.E.I. Inc. shall be canceled upon amalgamation;

AND WHEREAS it is desirable that the said amalgamation should be effected.

NOW THEREFORE THIS INDENTURE WITNESSETH as follows:

1. (a) "Amalgamating Companies" means BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC., the parties hereto;

   (ii) "Amalgamating Company" means a company continuing from the amalgamation of the Amalgamating Companies;

   (iii) "Amalgamation Agreement" or "Agreement" means this Amalgamation Agreement; and

   (iv) "Act" means **Companies Act** (Prince Edward Island).

2. The Amalgamating Companies and each of them do hereby agree to amalgamate, as of five o'clock, in the afternoon of March 7, 2002, under the provisions of the Act, and to continue as one company under the terms and conditions hereinafter set out.

3. The name of the Amalgamated Company shall be Bullwinkle Fisheries Ltd.

4. The objects of the Amalgamated Company shall be as follows:

(i) To carry on a general fishing business and to catch, cure, dry, smoke, preserve, can, pack, treat, produce, buy, sell and otherwise deal in and with fish and all other products of the seas, rivers and lakes and the by-products thereof;

(ii) To apply for, purchase, or otherwise acquire any leases, licenses, concessions or fishing rights;

(iii) To construct, build, improve, purchase, charter, hire, lease, or otherwise acquire and own, use, hold, equip, operate, and manage trawlers, fishing boats, tugs, barges, scows, ships and other vessels and their equipment and appurtenances.

(iv) To manufacture, buy, sell and otherwise deal in and with twines, threads, cords, netting, nets, traps, seins, lines, reels, corks, lead and all other articles and thins necessary for and used in or about the catching of fish and all o ther products of the seas, rivers and lakes.

(v) To purchase or otherwise acquire, to pickle, salt, freeze, smoke, cure and otherwise treat, to package, pack and store, to sell and otherwise dispose of (at wholesale or retail) and deal in and with fish and all other products of the seas, rivers and lakes and the by-products thereof;

(vi) To purchase, build, acquire and own and operate ships, boats, and vessels of all kinds and their equipment and appurtenances and wharves, piers, yards, storehouses and all kinds of buildings and structures;

(vii) To invest in shares, stocks, bonds, debentures and other securities and other evidences of indebtedness and obligations issued or guaranteed by any corporation, company, chartered bank, association, partnership, syndicate, entity, person or governmental, municipal or public authority, domestic or foreign, and evidences of any interest in respect of any such shares, stocks, bonds, debentures, and other security and other evidences of indebtedness and obligation and to lend money without security or upon the security of real or personal property and to change, alter or realize upon any investments and to re-invest any moneys which may at any time be available for that purpose.

(viii) To purchase, lease, take in exchange or otherwise acquire and hold lands or interests therein, whether vacant, improved or otherwise, together with any buildings, structures or fixtures that may be on such lands or any of them and to erect therein apartments, stores, shops, houses, dwellings, flats, offices, factories, warehouses, service stations, and other buildings and structures.

(ix) To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any businesses, concern or undertaking and generally of any assets, property or rights.

(x) To carry on any other business not incompatible with Company Law and which in the opinion of the directors may be desirable for the company and conducive to its interests.

(xi) To guarantee the performance of obligations or contracts by any company, corporation or person whatsoever and as security for such guarantee, to mortgage, pledge, hypothecate or otherwise charge the whole or any part of the company.

(xii) To have and to exercise all other powers set forth in Section 13 of the Companies Act of the Province of Prince Edward Island.

(xiii) In connection with the foregoing powers or objects or any other powers to have all the rights, powers, franchises and privileges that a private individual might or could possess or enjoy.

5. The head office of the Amalgamated Company shall be c/o Casey Gavin, Seacow Pond, Tignish RR, P.E.I. COB 2BO

6. The authorized capital of the Amalgamated Company shall be not less than Five Thousand (5,000) common shares having a par value of $1.00 per share, and having such rights, privileges, restrictions and conditions as may be determined by law at the time of issuance.

7. The issued and outstanding shares in the capital of 100364 P.E.I. Inc. shall be cancelled upon amalgamation and the shares of BULLWINKLE FISHERIES LTD. shall be converted into issued and outstanding shares in the capital of the Amalgamated Company on a one for one basis.

8. In addition the amalgamation company shall have Class A, B, C and D Preferred Shares, par value to be determined at the time of issuance, and having rights, privileges, restrictions and conditions as may be determined by a by-law.

9. After the filing of the application for amalgamation, in respect of this Agreement, and the issue of Letters Patent of Amalgamation in respect thereof, the shareholder of 100364 P.E.I. INC., when requested by the Board of Directors of the Amalgamated Company, shall surrender the certificate representing the shares held by him in 100364 P.E.I. INC., subject to the provisions of the Act, and in return shall be entitled to receive certificates for shares of the Amalgamated Company on the basis aforesaid.

10. The Board of Directors of the Amalgamated Company shall consist of One Director, and the first director of the Amalgamated Company shall be Casey Gavin. The said first director shall hold office until the first annual meeting of the Amalgamated Company, or until his successor is elected or appointed. Subsequent directors shall be elected each year thereafter at either a general meeting or the annual meeting of the shareholders by a majority of the votes cast at such meeting. The affairs and business of the Amalgamated Company shall be under the management of the board of directors from time to time, subject to the provisions of the Act.

11. The by-laws of Bullwinkle Fisheries Ltd. shall, so far as applicable, be the by-laws of the Amalgamated Company, until repealed, amended, altered or added to.

12. Subject to the provisions of the Act, the following provisions shall apply to the Amalgamated Company:

    (a) No share or shares of the capital stock shall be transferred to a person without previous consent of the directors of the Amalgamated Company evidenced by a resolution passed at a meeting of the directors or by the consent in writing of the majority of the directors of the Amalgamated Company.

    (b) The director shall have unfettered discretion to withhold consent for any transfer, but shall not withhold if the transfer shall be in due course of descent or distribution to the personal representatives or legatees or next of kin of a deceased shareholder.

13. The Amalgamated Company shall possess all the property, rights, privileges, franchises, and other assets and shall be subject to all the liabilities, contracts, disabilities and debts

of each of the Amalgamating Companies.

14. All rights of creditors against the property, rights and assets of the Amalgamating Companies and all liens upon their property, rights, and assets shall be unimpaired by such amalgamation and all debts, contracts, liabilities and duties of the Amalgamating Companies shall henceforth attach to the Amalgamated Company and may be enforced against it.

15. No action or proceeding by or against the Amalgamating Companies shall abate or be affected by such amalgamation.

16. Upon each of the Amalgamating Companies approving this agreement, by special resolution the parties hereto shall jointly apply for amalgamation in accordance with the provisions of the Act.

IN WITNESS WHEREOF this Amalgamation Agreement has been duly executed by the parties hereto under their respective corporate seals, as witnessed by the signatures of their signing officer in that behalf.

SIGNED, SEALED AND DELIVERED) in the presence of: J A Shaw)	BULLWINKLE FISHERIES LTD. Casey Davis Per:
SIGNED, SEALED AND DELIVERED) in the presence of: J A Shaw)	100364 P.E.I. INC. Casey Davis Per:

CERTIFICATE

I, CASEY GAVIN, hereby certify that the foregoing Amalgamation Agreement was submitted to the shareholders of BULLWINKLE FISHERIES LTD. at a special general meeting called for the purpose of considering an agreement on the 6th day of March, 2002 and that all the votes cast at such meeting were in favour of the adoption of the agreement.

Casey Gavin
Secretary of BULLWINKLE FISHERIES LTD.

I, Casey Gavin, hereby certify that the foregoing Amalgamation Agreement was submitted to the Shareholders of 100364 P.E.I. Inc. at a special general meeting called for the uprose of considering an agreement on the 6th day of March, 2002, and that all of the votes cast at such meeting were in favour of the adoption of the agreement.

Casey Gavin
Secretary of 100364 P.E.I. INC.

CANADA

PROVINCE OF PRINCE EDWARD ISLAND

IN THE MATTER of the Companies Act, Cap. C-4 of the Revised Statutes of Prince Edward Island 1988, and of the application for amalgamation of BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC.

CERTIFICATE

I, J. Allan Shaw, practicing out of the Town of Alberton, in Prince County, Province of Prince Edward Island, DO HEREBY CERTIFY that in my opinion the provisions of the Companies Act, R.S.P.E.I. 1988, Cap. C-14, and amendments thereto, have been compiled with regarding the above-mentioned application.

DATED this 6th day of March, 2002.

J. A. Shaw

J. ALLAN SHAW

CANADA

PROVINCE OF PRINCE EDWARD ISLAND

IN THE MATTER of the Companies Act, Cap. C-4 of the Revised Statutes of Prince Edward Island 1988, and of the application for amalgamation of BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC.

AFFIDAVIT

I, J. Allan Shaw, practicing out of the Town of Alberton, in Prince County, Province of Prince Edward Island,

MAKE OATH AND SAY AS FOLLOWS:

THAT I am a subscribing witness to the foregoing and annexed Petition and was present and did see the same being executed by the proper signing officer of BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC., the applicants therein named.

SWORN TO BEFORE ME at the Town of Alberton, in Prince County, Province of Prince Edward Island, this 6 day of March 2002.

Barbara MacLean

A COMMISSIONER FOR TAKING AFFIDAVITS IN THE SUPREME COURT

J. A. Shaw

J. ALLAN SHAW

CANADA

PROVINCE OF PRINCE EDWARD ISLAND

IN THE MATTER of the Companies Act, Cap. C-4 of the Revised Statutes of Prince Edward Island 1988, and of the application for amalgamation of BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC.

AFFIDAVIT

I, CASEY GAVIN, of Seacow Pond, in Prince County, Province of Prince Edward Island,

MAKE OATH AND SAY AS FOLLOWS:

1. THAT I am President of BULLWINKLE FISHERIES LTD. and President of 100364 P.E.I. INC., and have knowledge of the facts and circumstances set out in the foregoing Petition.

2. THAT all and every of the statements and allegations contained in the foregoing Petition are respectively true in substance and in fact.

SWORN to before me at Alberton)
in Prince County, Province of)
Prince Edward Island, this 6th)
day of March, 2002.)

J. A. Shaw

A COMMISSIONER FOR TAKING AFFIDAVITS IN THE SUPREME COURT

Casey Gavin

CASEY GAVIN

CANADA

PROVINCE OF PRINCE EDWARD ISLAND

IN THE MATTER of the Companies Act, Cap. C-4 of the Revised Statutes of Prince Edward Island 1988, and of the application for amalgamation of BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC.

TO THE DIRECTOR OF CONSUMER, CORPORATE AND INSURANCE SERVICES, PRINCE EDWARD ISLAND DEPARTMENT OF COMMUNITY AFFAIRS AND ATTORNEY GENERAL:

The application of BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC. witnesseth:

1. THAT BULLWINKLE FISHERIES LTD. is a company with its head office at Seacow Pond, in Prince County, in the Province of Prince Edward Island, and was incorporated pursuant to the Companies Act of Prince Edward island by Letters Patent dated the 14th day of February, 2002;

2. THAT 100364 P.E.I. INC. is a company with its head office at Seacow Pond, in Prince County, in the Province of Prince Edward Island, and was incorporated pursuant to the Companies Act of Prince Edward Island by Letters Patent dated February 14, 2002;

3. THAT the aforesaid companies have similar objects and powers as set out in the Letters Patent of each of them;

4. THAT the aforesaid companies desire to amalgamate and to continue as one company, and have therefore, executed the Amalgamation Agreement dated the 6th day of March, 2002, which Agreement is annexed hereto:

5. THAT the said Agreement contains all the requirements set out in Section 77(2) of the

Companies Act;

6. THAT the said Agreement was submitted to the shareholders of each of the said companies at general meetings thereof separately held on the 6th day of March, 2002, and called for the purpose of considering it, and it was adopted by the unanimous vote of all the shareholders of each company as is duly certified on the said Agreement by the Secretary of each company under the corporate seal thereof;

7. THAT the shareholder of each of the said companies have approved the name of "BULLWINKLE FISHERIES LTD." as the corporate name of the amalgamated company to continue thereafter, and that the said name is not that of any other known incorporated company and is not going to be confused with the name of any known incorporated company hereafter to continue.

The undersigned companies therefore jointly apply for Letters Patent to be granted to confirm the said agreement and to amalgamate the applying companies to continue as one company under the corporate name of "BULLWINKLE FISHERIES LTD." with the authorized share capital to be as set out in the annexed Agreement, such amalgamation to be effective as of March 7, 2002.

DATED at Alberton, in Prince County, Province of Prince Edward Island this 6th day of March, 2002.

WITNESS: [signature]	BULLWINKLE FISHERIES LTD. per: Casey Gavin
WITNESS: [signature]	100364 P.E.I. INC. per: Casey Gavin

J. ALLAN SHAW LAW CORPORATION

BARRISTER and SOLICITOR

P.O. Box 40,
479 Church Street,
Alberton,
P.E.I.,
C0B 1B0
Phone:902-853-3313
Fax:902-853-3753

DATE: March 6, 2002

TO: Corporation Division

FROM: Donna

RE: Amalgamation of 2 Companies

WE ARE TRANSMITTING 15 PAGES, INCLUDING THIS COVER PAGE. IF ANY PAGES ARE MISSING OR INCOMPLETE, PLEASE PHONE US AT (902)853-3313 OR FAX (902)853-3753.

MESSAGE:

attached please find the Application for Amalgamation & agreement.

the effective date is March 7 (tomorrow).

The originals are on their way down to you. You should have them tomorrow.

J. ALLAN SHAW LAW CORPORATION

BARRISTER and SOLICITOR

P.O. Box 40,
479 Church Street,
Alberton,
P.E.I.,
C0B 1B0
Phone:902-853-3313
Fax:902-853-3753

March 6, 2002 File No. A13,916

Department of Justice
Corporation Division
P.O. Box 2000
Charlottetown, P.E.I.
C1A 7N8

RE: AMALGAMATION OF BULLWINKLE FISHERIES LTD. & 100364 P.E.I. INC.

Enclosed please find, in duplicate, the Application for Amalgamation on the above noted matter. Also enclosed please find my cheque in the amount of $260.00, $250.00 for incorporation fees, $10.00 for advertising the Royal Gazette.

I would ask that you please file same and return the copy to this office.

Should you have any questions or comments please feel free to contact me.

Yours truly,

J. Dumville

for J. Allan Shaw
JAS/dd
Enclosure

THIS AMALGAMATION AGREEMENT made as of the 6th day of March, 2002.

BETWEEN:

BULLWINKLE FISHERIES LTD., a company incorporated under the laws of the Province of Prince Edward Island,

(hereinafter called "BULLWINKLE")

OF THE FIRST PART;

AND:

100364 P.E.I. INC., a company incorporated under the laws of the Province of Prince Edward Island,

(hereinafter called "100364")

OF THE SECOND PART.

WHEREAS BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC. were incorporated under the **Companies Act** (Prince Edward Island);

AND WHEREAS Bullwinkle Fisheries Ltd. and 100360 P.E.I. Inc. acting under the authority contained in the **Companies Act**, have agreed to amalgamate upon the terms and conditions hereinafter set out;

AND WHEREAS the parties have each made full disclosure to one another of all their respective assets and liabilities;

AND WHEREAS the authorized capital of Bullwinkle Fisheries Ltd. consists of an unlimited number of Common, Class "A", "B", "C" and "D" preferred shares with par value to be determined upon issuance; and of the authorized capital two common shares has been issued which are fully paid and non-assessable;

AND WHEREAS the authorized capital of 100364 P.E.I. Inc. consists of Five Thousand (5,000) common shares having a par value of One ($1.00) dollar each and One Thousand (1,000)

Class "A" preferred shares, One Thousand (1,000) Class "B" preferred shares, One Thousand (1,000) Class "C" preferred shares and One Thousand (1,000) Class "D" preferred shares - par value on the preferred shares to be determined upon issuance; and of the authorized capital of 100364 P.E.I. Inc. there have been issued Fifty (50) common shares which are outstanding as fully paid and non-assessable;

AND WHEREAS the authorized capital of 100364 P.E.I. Inc. shall be canceled upon amalgamation;

AND WHEREAS it is desirable that the said amalgamation should be effected.

NOW THEREFORE THIS INDENTURE WITNESSETH as follows:

1. (a) "Amalgamating Companies" means BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC., the parties hereto;

   (ii) "Amalgamating Company" means a company continuing from the amalgamation of the Amalgamating Companies;

   (iii) "Amalgamation Agreement" or "Agreement" means this Amalgamation Agreement; and

   (iv) "Act" means **Companies Act** (Prince Edward Island).

2. The Amalgamating Companies and each of them do hereby agree to amalgamate, as of five o'clock, in the afternoon of March 7 , 2002, under the provisions of the Act, and to continue as one company under the terms and conditions hereinafter set out.

3. The name of the Amalgamated Company shall be Bullwinkle Fisheries Ltd.

4. The objects of the Amalgamated Company shall be as follows:

(i) To carry on a general fishing business and to catch, cure, dry, smoke, preserve, can, pack, treat, produce, buy, sell and otherwise deal in and with fish and all other products of the seas, rivers and lakes and the by-products thereof;

(ii) To apply for, purchase, or otherwise acquire any leases, licenses, concessions or fishing rights;

(iii) To construct, build, improve, purchase, charter, hire, lease, or otherwise acquire and own, use, hold, equip, operate, and manage trawlers, fishing boats, tugs, barges, scows, ships and other vessels and their equipment and appurtenances.

(iv) To manufacture, buy, sell and otherwise deal in and with twines, threads, cords, netting, nets, traps, seins, lines, reels, corks, lead and all other articles and thins necessary for and used in or about the catching of fish and all o ther products of the seas, rivers and lakes.

(v) To purchase or otherwise acquire, to pickle, salt, freeze, smoke, cure and otherwise treat, to package, pack and store, to sell and otherwise dispose of (at wholesale or retail) and deal in and with fish and all other products of the seas, rivers and lakes and the by-products thereof;

(vi) To purchase, build, acquire and own and operate ships, boats, and vessels of all kinds and their equipment and appurtenances and wharves, piers, yards, storehouses and all kinds of buildings and structures;

(vii) To invest in shares, stocks, bonds, debentures and other securities and other evidences of indebtedness and obligations issued or guaranteed by any corporation, company, chartered bank, association, partnership, syndicate, entity, person or governmental, municipal or public authority, domestic or foreign, and evidences of any interest in respect of any such shares, stocks, bonds, debentures, and other security and other evidences of indebtedness and obligation and to lend money without security or upon the security of real or personal property and to change, alter or realize upon any investments and to re-invest any moneys which may at any time be available for that purpose.

(viii) To purchase, lease, take in exchange or otherwise acquire and hold lands or interests therein, whether vacant, improved or otherwise, together with any buildings, structures or fixtures that may be on such lands or any of them and to erect therein apartments, stores, shops, houses, dwellings, flats, offices, factories, warehouses, service stations, and other buildings and structures.

(ix) To employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any businesses, concern or undertaking and generally of any assets, property or rights.

(x) To carry on any other business not incompatible with Company Law and which in the opinion of the directors may be desirable for the company and conducive to its interests.

(xi) To guarantee the performance of obligations or contracts by any company, corporation or person whatsoever and as security for such guarantee, to mortgage, pledge, hypothecate or otherwise charge the whole or any part of the company.

(xii) To have and to exercise all other powers set forth in Section 13 of the <u>Companies Act</u> of the Province of Prince Edward Island.

(xiii) In connection with the foregoing powers or objects or any other powers to have all the rights, powers, franchises and privileges that a private individual might or could possess or enjoy.

5. The head office of the Amalgamated Company shall be c/o Casey Gavin, Seacow Pond, Tignish RR, P.E.I. COB 2BO

6. The authorized capital of the Amalgamated Company shall be not less than Five Thousand (5,000) common shares having a par value of $1.00 per share, and having such rights, privileges, restrictions and conditions as may be determined by law at the time of issuance.

7. The issued and outstanding shares in the capital of 100364 P.E.I. Inc. shall be cancelled upon amalgamation and the shares of BULLWINKLE FISHERIES LTD. shall be converted into issued and outstanding shares in the capital of the Amalgamated Company on a one for one basis.

8. In addition the amalgamation company shall have Class A, B, C and D Preferred Shares, par value to be determined at the time of issuance, and having rights, privileges, restrictions and conditions as may be determined by a by-law.

9. After the filing of the application for amalgamation, in respect of this Agreement, and the issue of Letters Patent of Amalgamation in respect thereof, the shareholder of 100364 P.E.I. INC., when requested by the Board of Directors of the Amalgamated Company, shall surrender the certificate representing the shares held by him in 100364 P.E.I. INC., subject to the provisions of the Act, and in return shall be entitled to receive certificates for shares of the Amalgamated Company on the basis aforesaid.

10. The Board of Directors of the Amalgamated Company shall consist of One Director, and the first director of the Amalgamated Company shall be Casey Gavin. The said first director shall hold office until the first annual meeting of the Amalgamated Company, or until his successor is elected or appointed. Subsequent directors shall be elected each year thereafter at either a general meeting or the annual meeting of the shareholders by a majority of the votes cast at such meeting. The affairs and business of the Amalgamated Company shall be under the management of the board of directors from time to time, subject to the provisions of the Act.

11. The by-laws of Bullwinkle Fisheries Ltd. shall, so far as applicable, be the by-laws of the Amalgamated Company, until repealed, amended, altered or added to.

12. Subject to the provisions of the Act, the following provisions shall apply to the Amalgamated Company:

    (a) No share or shares of the capital stock shall be transferred to a person without previous consent of the directors of the Amalgamated Company evidenced by a resolution passed at a meeting of the directors or by the consent in writing of the majority of the directors of the Amalgamated Company.

    (b) The director shall have unfettered discretion to withhold consent for any transfer, but shall not withhold if the transfer shall be in due course of descent or distribution to the personal representatives or legatees or next of kin of a deceased shareholder.

13. The Amalgamated Company shall possess all the property, rights, privileges, franchises, and other assets and shall be subject to all the liabilities, contracts, disabilities and debts

of each of the Amalgamating Companies.

14. All rights of creditors against the property, rights and assets of the Amalgamating Companies and all liens upon their property, rights, and assets shall be unimpaired by such amalgamation and all debts, contracts, liabilities and duties of the Amalgamating Companies shall henceforth attach to the Amalgamated Company and may be enforced against it.

15. No action or proceeding by or against the Amalgamating Companies shall abate or be affected by such amalgamation.

16. Upon each of the Amalgamating Companies approving this agreement, by special resolution the parties hereto shall jointly apply for amalgamation in accordance with the provisions of the Act.

IN WITNESS WHEREOF this Amalgamation Agreement has been duly executed by the parties hereto under their respective corporate seals, as witnessed by the signatures of their signing officer in that behalf.

SIGNED, SEALED AND DELIVERED) in the presence of:) J A Shaw)	BULLWINKLE FISHERIES LTD. Casey Davis Per:
SIGNED, SEALED AND DELIVERED) in the presence of:) J A Shaw)	100364 P.E.I. INC. Casey Davis Per:

CERTIFICATE

I, CASEY GAVIN, hereby certify that the foregoing Amalgamation Agreement was submitted to the shareholders of BULLWINKLE FISHERIES LTD. at a special general meeting called for the purpose of considering an agreement on the 6th day of March , 2002 and that all the votes cast at such meeting were in favour of the adoption of the agreement.

Casey Gavin

Secretary of BULLWINKLE FISHERIES LTD.

I, Casey Gavin, hereby certify that the foregoing Amalgamation Agreement was submitted to the Shareholders of 100364 P.E.I. Inc. at a special general meeting called for the uprose of considering an agreement on the 6th day of March , 2002, and that all of the votes cast at such meeting were in favour of the adoption of the agreement.

Casey Gavin

Secretary of 100364 P.E.I. INC.

CANADA

PROVINCE OF PRINCE EDWARD ISLAND

IN THE MATTER of the Companies Act, Cap. C-4 of the Revised Statutes of Prince Edward Island 1988, and of the application for amalgamation of BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC.

CERTIFICATE

I, J. Allan Shaw, practicing out of the Town of Alberton, in Prince County, Province of Prince Edward Island, DO HEREBY CERTIFY that in my opinion the provisions of the Companies Act, R.S.P.E.I. 1988, Cap. C-14, and amendments thereto, have been compiled with regarding the above-mentioned application.

DATED this 6th day of March, 2002.

J. A. Shaw

J. ALLAN SHAW

CANADA

PROVINCE OF PRINCE EDWARD ISLAND

IN THE MATTER of the Companies Act, Cap. C-4 of the Revised Statutes of Prince Edward Island 1988, and of the application for amalgamation of BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC.

AFFIDAVIT

I, J. Allan Shaw, practicing out of the Town of Alberton, in Prince County, Province of Prince Edward Island,

MAKE OATH AND SAY AS FOLLOWS:

THAT I am a subscribing witness to the foregoing and annexed Petition and was present and did see the same being executed by the proper signing officer of BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC., the applicants therein named.

SWORN TO BEFORE ME at the Town)
of Alberton, in Prince County, Province of)
Prince Edward Island, this 6 day of March)
2002.)
Barbara Macdonald)
A COMMISSIONER FOR TAKING
AFFIDAVITS IN THE SUPREME COURT

J Allan Shaw
J. ALLAN SHAW

CANADA

PROVINCE OF PRINCE EDWARD ISLAND

IN THE MATTER of the Companies Act, Cap. C-4 of the Revised Statutes of Prince Edward Island 1988, and of the application for amalgamation of BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC.

AFFIDAVIT

I, CASEY GAVIN, of Seacow Pond, in Prince County, Province of Prince Edward Island,

MAKE OATH AND SAY AS FOLLOWS:

1. THAT I am President of BULLWINKLE FISHERIES LTD. and President of 100364 P.E.I. INC., and have knowledge of the facts and circumstances set out in the foregoing Petition.

2. THAT all and every of the statements and allegations contained in the foregoing Petition are respectively true in substance and in fact.

SWORN to before me at Alberton)
in Prince County, Province of)
Prince Edward Island, this 6th)
day of March, 2002.)

J A Shaw

A COMMISSIONER FOR TAKING
AFFIDAVITS IN THE SUPREME COURT

Casey Gavin

CASEY GAVIN

CANADA

PROVINCE OF PRINCE EDWARD ISLAND

IN THE MATTER of the Companies Act, Cap. C-4 of the Revised Statutes of Prince Edward Island 1988, and of the application for amalgamation of BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC.

TO THE DIRECTOR OF CONSUMER, CORPORATE AND INSURANCE SERVICES, PRINCE EDWARD ISLAND DEPARTMENT OF COMMUNITY AFFAIRS AND ATTORNEY GENERAL:

The application of BULLWINKLE FISHERIES LTD. and 100364 P.E.I. INC. witnesseth:

1. THAT BULLWINKLE FISHERIES LTD. is a company with its head office at Seacow Pond, in Prince County, in the Province of Prince Edward Island, and was incorporated pursuant to the Companies Act of Prince Edward island by Letters Patent dated the 14th day of February, 2002;

2. THAT 100364 P.E.I. INC. is a company with its head office at Seacow Pond, in Prince County, in the Province of Prince Edward Island, and was incorporated pursuant to the Companies Act of Prince Edward Island by Letters Patent dated February 14, 2002;

3. THAT the aforesaid companies have similar objects and powers as set out in the Letters Patent of each of them;

4. THAT the aforesaid companies desire to amalgamate and to continue as one company, and have therefore, executed the Amalgamation Agreement dated the 6th day of March, 2002, which Agreement is annexed hereto:

5. THAT the said Agreement contains all the requirements set out in Section 77(2) of the

<u>Companies Act</u>;

6. THAT the said Agreement was submitted to the shareholders of each of the said companies at general meetings thereof separately held on the 6th day of March, 2002, and called for the purpose of considering it, and it was adopted by the unanimous vote of all the shareholders of each company as is duly certified on the said Agreement by the Secretary of each company under the corporate seal thereof;

7. THAT the shareholder of each of the said companies have approved the name of "BULLWINKLE FISHERIES LTD." as the corporate name of the amalgamated company to continue thereafter, and that the said name is not that of any other known incorporated company and is not going to be confused with the name of any known incorporated company hereafter to continue.

The undersigned companies therefore jointly apply for Letters Patent to be granted to confirm the said agreement and to amalgamate the applying companies to continue as one company under the corporate name of "BULLWINKLE FISHERIES LTD." with the authorized share capital to be as set out in the annexed Agreement, such amalgamation to be effective as of March 7, 2002.

DATED at Alberton, in Prince County, Province of Prince Edward Island this 6th day of March, 2002.

WITNESS: [signature]	)	BULLWINKLE FISHERIES LTD.
	)	per: [signature] Casey Harris
WITNESS: [signature]	)	
	)	100364 P.E.I. INC.
	)	per: [signature] Casey Harris

NO. 12070

FORM 4
LETTERS PATENT
COMPANIES ACT, R.S.P.E.I. 1988, CAP. C-14, S.4

LETTERS PATENT
INCORPORATI NG

100364 P.E.I. INC.

DATED **February 14, 2002**

BY THE HONOURABLE JEFFREY E. LANTZ

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, the *Companies Act*, R.S.P.E.I. 1988, Cap. C-14, provides that the Minister may, by letters patent, grant a charter to one or more persons who apply therefor, constituting that person and others who may become shareholders in the company thereby created, a body corporate and politic for any purposes or objects to which the legislative authority of the Legislature extends, except trust companies and insurance companies.

AND WHEREAS an application has been filed to incorporate a company pursuant to the provisions of Part I of the Companies Act, under the name of

100364 P.E.I. INC.

THEREFORE, the Minister under the authority of Part I of the Companies Act, by these presents, constitutes the applicants and such persons as may hereafter become shareholders in the company hereby created, a body corporate and politic under the above name, with all the rights and powers conferred by the said Act, pursuant to the provisions of the application which is attached hereto and forms part hereof.

DATED AT Charlottetown, Prince Edward Island,
the 14th day of February, 2002.

DEPUTY MINISTER

Prince Edward Island CANADA

Form 1
Application for Incorporation
Companies Act, R.S.P.E.I. 1988, Cap. C-14, S.7(1)

To: The Minister

The undersigned applicants are desirous of obtaining letters patent under the provisions of the Prince Edward Island *Companies Act* constituting your applicants and such other as may become shareholders in the company thereby created, a body corporate and politic, as follows:

1. Applicants *(attach list if more than three)*

Name	Address	Postal Code	Occupation
J. Allan Shaw	Bloomfield, P.E.I.	COB 1EO	Lawyer
Name	Address	Postal Code	Occupation
Name	Address	Postal Code	Occupation

2. Each of your applicants is of the full age of eighteen years.

3. The corporate name shall be

100364 P.E.I. Inc.

4. The company shall be a ☐ public ☒ private company *(please check one box)*.

5. The restrictions, if any, on share transfers are set out in Schedule "A".

6. The purposes for which incorporation is sought by the applicants are set out in Schedule "A" attached hereto.

7. The registered office address shall be

c/o Gavin, Seacow Pond, Tignish RR, P.E.I. COB 2BO

8. The proposed amount of capital stock of the company is

$ 10,000.00

and shall consist of

5,000 common shares having a par value of $1.00 each
1,000 Class "A" preferred shares - par value to be determined upon issuance
1,000 Class "B" " " " "
1,000 Class "C" " " " "
1,000 Class "D" " " " "

~~The capital of the company shall be at least equal to the sum of the aggregate par value of all issued shares having par~~ value, plus *(please check box A or B)*

☐ A. ______________ dollars (the blank space being filled in ~~with~~ some number representing one dollar or more) in respect to every issued share without par ~~value,~~ OR

☐ B. the aggregate amount ~~of~~ consideration received by the company for the issuance of shares without par value, plus ~~such amounts as, from time to time, by bylaw of the company, may be transferred thereto.~~

9. First or Provisional Directors *(attach list if more than three)*

Name	Address	Postal Code	Occupation
Casey Gavin	Seacow Pond, Tignish RR	COB 2BO	Fisherman
Name	Address	Postal Code	Occupation
Name	Address	Postal Code	Occupation

10. Beneficial Owners of Shares *(attach list if more than three)*

Name	Address	Postal Code	Number and Type of Shares
Casey Gavin	Seacow Pond, Tignish RR	COB 2BO	50 Common
Name	Address	Postal Code	Number and Type of Shares
Name	Address	Postal Code	Number and Type of Shares

11. We request the provisions set out in Schedule "B" to be embodied in the letters patent.

DATED at Alberton, in the County of Prince, in the Province of Prince Edward Island, this ______ day of February, 2002

Signature of Witnesses: D. Dumville

Signature of Applicants: J A Shaw

(This application must be filed in duplicate.)

Prince Edward Island
CANADA

FORM 1
SCHEDULE "A"

100364 P.E.I. Inc.

(Company Name)

RESTRICTIONS ON SHARE TRANSFERS

That the Company is incorporated as a private company with the following restrictions on the transfer of shares.

a. No share or shares of the capital stock shall be transferred to a person without previous consent of the Directors of the Company evidenced by a resolution passed at a meeting of the Directors of the Company or by the consent in writing of the majority of the Directors of the Company;

b. The Directors ahll have unfettered discretion to withhold consent for any transfer, but shall not withhold if the transfer shall be in due course of decent or distribution of to the personal representatives or legatees or next-of-kin of a deceased shareholder, except to such extent as may be necessary by the limitations of the number of Shareholders as provided in Section 1(8) of the Companies Act, being Cap. C-15 of the Revised Statutes of Prince Edwar Island, 1974,

OBJECTS AND PURPOSES

a. to carry on a general fishing business and to catch, cure, dry smoke, preserve, can, pack, treat, produce, buy, sell and otherwise deal in and with fish and all other products of the seas, rivers and lakes and the by-products thereof;

b. to apply for, purchase or otherwise acquire any leases, licenses, concessions or fishing rights;

c. to construct, build, improve, purchase, charter, hire, lease, or otherwise acquire and own, use, hold, equip, operate, and manage trawlers, fishing boats, tugs, barges, scows, ships and other vessels and their equipment and appurtenances

d. to manufacture, buy, sell and otherwise deal in and with twines, threads, cords, netting, nets, traps, seins, lines, reels, corks, lead and all other articles and things necessar for and used in or about the catching of fish and all other products of the seas, rivers and lakes.

e. to purchase or otherwise acquire, to pickle, salt, freeze, smoke, cure and otherwise treat, to package, pack and store to sell and otherwise dispose of (at wholesale or retail) and deal in and with fish and all other products of the seas, rivers and lakes and the by-products thereof;

Prince Edward Island CANADA

Form 1
Schedule "B"

100364 P.E.I. Inc.
(Company Name)

ADDITIONAL PROVISIONS TO BE EMBODIED IN THE LETTERS PATENT

f. To purchase, build, acquire and own and operate ships, boats, and vessels of all kinds and their equipment and appurtenances and wharves, piers, yards, storehouses and all kinds of buildings and structures;

g. to invest in shares, stocks, bonds, debentures and other securities and other evidences of indebtedness and obligations issued or guaranteed by any corporation, company, chartered bank, association, partnership, syndicate, entity, person or governmental, municipal or public authority, domestic or foreign, and evidences of any interest in respect of any such shares, stocks, bonds, debentures, and other security and other evidences of indebtedness and obligations and to lend money without security or upon the security of real or personal property and to change, alter or realize upon any investments and to re-invest any moneys which may at any time be available for that purpose.

h. To purchase, lease, take in exchange or otherwise acquire and hold lands or interests therein, whether vacant, improved or otherwise, together with any buildings, structures or fixtures that may be on such lands or any of them and to erect therein apartments, stores, shops, houses, dwellings, flats, offices, factories, warehouses, service stations, and other buildings and structures.

i. to employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any business, concern or undertaking and generally of any assets, property or rights.

j. to carry on any business conveniently capable of being carried on in connection therewith;

k. to have and to exercise all other powers set forth in Section 13 of the Companies Act of the Province of Prince Edward Island.

l. in connection with the foregoing powers or objects or any other powers to have all the rights, powers, franchises and privileges that a private individual might or could possess or enjoy.

m. to do all other acts or things as are incidental or conducive or to the attainment of the above objects or any of them.

Form 2

Companies Act, R.S.P.E.I. 1988, Cap. C-14, S.9(2)

CANADA
PROVINCE OF
PRINCE EDWARD ISLAND

IN THE MATTER of the Application for Letters Patent, under the provisions of the *Companies Act*, R.S.P.E.I. 1988, Cap. C-14, under the name 100364 P.E.I. Inc.

AFFIDAVIT

I, J. Allan Shaw of Bloomfield, in the County of Prince, Province of Prince Edward Island.

MAKE OATH AND SAY AS FOLLOWS:

1. That I am one of the applicants named in the annexed application and have a full knowledge of the facts set out in the said application.

2. THAT the statements and allegations contained in the annexed application are true and correct according to the best of my knowledge, information and belief.

3. THAT I am advised and verily believe that the name 100364 P.E.I. Inc. is not the name of any other known corporation or association, incorporated or unincorporated, or of any syndicate or partnership or of any individual or any name under which any known business is being carried on or so nearly resembling the same as to be liable to be confused therewith, or otherwise on public grounds objectionable.

SWORN TO before me at the Town of Alberton in Prince County, Province of Prince Edward Island, this 13th day of February, 2002.

Barbara Wadea
A Commissioner for Taking
Affidavits in the Supreme Court

J.A. Shaw
J. ALLAN SHAW

Form 3
Attorney's Statement
***Companies Act*, R.S.P.E.I. 1988, Cap. C-14, S.8(3)**

Re: Application for incorporation of

100364 P.E.I. Inc.

I, J. Allan Shaw of Bloomfield, in Prince County, Prince Edward Island, a practising attorney in the Province, certify that I have examined the application for incorporation of 100364 P.E.I. Inc. and am of the opinion that it complies with the requirements of the *Companies Act*, R.S.P.E.I. 1988, Cap. C-14.

February 4, 2002
Date

J. A. Shaw
Signature J. ALLAN SHAW

Appendix S

Annual Return

(Pursuant to the *Companies Act* R.S.P.E.I 1988, Cap. C-14)

MAR 10 2016

Mail to:
Department of Environment, Labour and Justice
Consumer, Labour and Financial Services
PO Box 2000, Charlottetown, PE C1A 7N8
Tel: 902 368 4550 Fax: 902 368 5283
www.gov.pe.ca

Return in person to:
95 Rochford Street, 4th floor
Charlottetown, PE C1A 3T6

Consumer Labour & Financial Serv.

Registration #: 12102

Incorporation date:	07 Mar 2002	**Date issued:**	31 Mar 2014
Last return filed:	31 Mar 2013	**Fiscal year end:**	31 Mar
Amount due:	$30.00	**Filing deadline:**	30 Sep 2014

If the following information is incorrect, please indicate the changes on this form.

Name of business No change [✓]

BULLWINKLE FISHERIES LTD.
Seacow Pond
RR4
Tignish , PE C0B2B0
Attention: Casey Gavin

POSTED

Head office address

Nature of business carried on in PEI No change [✓]

Sale of crab

Nature of business carried on outside PEI No change [✓]

Sale of crab

Telephone No change [✓]

Number of shares authorized and par value No change [✓]

Category	Type	Class	Number	Par Value
Authorized	Common	A	5000	1.000
Authorized	Preferred	A	Unlimited	0
Authorized	Preferred	B	Unlimited	0
Authorized	Preferred	C	Unlimited	0
Authorized	Preferred	D	Unlimited	0
Issued	Common	A	2	

Officers/Directors/Shareholders **Position** No change [✓]

03/14/2016 11:43AM #5248 0001 CHECK1 $30.00

Annual Return

(Pursuant to the *Companies Act* R.S.P.E.I 1988, Cap. C-14)

Mail to:
Department of Environment, Labour and Justice
Consumer, Labour and Financial Services
PO Box 2000, Charlottetown, PE C1A 7N8
Tel: 902 368 4550 Fax: 902 368 5283
www.gov.pe.ca

Return in person to:
95 Rochford Street, 4th floor
Charlottetown, PE C1A 3T6

Registration #: 12102

Casey Gavin
Seacow Pond
RR Tignish , PE C0B 2B0

Director/ShareHolder/Officer
President/Secretary/Treasurer

Type	Class	Total
Common	A	2.00

Leigh Gavin
Seacow Pond
RR
Tignish , PE C0B20

Officer
Signing Officer

Rose Gavin
Seacow Pond
RR
Tignish , PE C0B2B0

Officer
Signing Officer

Completed by: Rose Gavin **Date:** Mar. 7/16

Prince Edward Island
CANADA

Annual Return

(Pursuant to the *Companies Act* R.S.P.E.I 1988, Cap. C-14)

Mail to:
Department of Environment, Labour and Justice
Consumer, Labour and Financial Services
PO Box 2000, Charlottetown, PE C1A 7N8
Tel: 902 368 4550 Fax: 902 368 5283

www.gov.pe.ca

Return in person to: MAR 10 2016
95 Rochford Street, 4th floor
Charlottetown, PE C1A 3T6 Consumer Labour & Financial Services

Registration #: 12102

Incorporation date: 07 Mar 2002
Last return filed: 31 Mar 2014
Amount due: $30.00

Date issued: 27 Mar 2015
Fiscal year end: 31 Mar
Filing deadline: 30 Sep 2015

If the following information is incorrect, please indicate the changes on this form.

Name of business No change [✓]

BULLWINKLE FISHERIES LTD.
Seacow Pond
RR4
Tignish , PE C0B2B0
Attention: Leigh Gavin

Head office address

Nature of business carried on in PEI No change [✓]

Sale of crab

Nature of business carried on outside PEI No change [✓]

Sale of crab

Telephone No change [✓]

Number of shares authorized and par value No change [✓]

Category	Type	Class	Number	Par Value
Authorized	Common	A	5000	1.000
Authorized	Preferred	A	Unlimited	0
Authorized	Preferred	B	Unlimited	0
Authorized	Preferred	C	Unlimited	0
Authorized	Preferred	D	Unlimited	0
Issued	Common	A	2	

Officers/Directors/Shareholders **Position** No change [ ]

03/14/2016 11:45AM #8249 0001 CHECK1 30.00

Annual Return

(Pursuant to the *Companies Act* R.S.P.E.I 1988, Cap. C-14)

Mail to:
Department of Environment, Labour and Justice
Consumer, Labour and Financial Services
PO Box 2000, Charlottetown, PE C1A 7N8
Tel: 902 368 4550   Fax: 902 368 5283

www.gov.pe.ca

Return in person to:
95 Rochford Street, 4th floor
Charlottetown, PE C1A 3T6

Registration #: 12102

Leigh Gavin
Seacow Pond
RR
Tignish , PE   C0B20

Director/ShareHolder/Officer
President / Secretary / Signing Officer

Type	Class	Total
Common	A	2.00

Completed by: Leigh Gavin   **Date:** Mar 7/16

Prince Edward Island
CANADA

Annual Return

(Pursuant to the *Companies Act* R.S.P.E.I 1988, Cap. C-14)

OCT 17 2014
Consumer Labour & Financial Services

Mail to:
Department of Environment, Labour and Justice
Consumer, Labour and Financial Services
PO Box 2000, Charlottetown, PE C1A 7N8
Tel: 902 368 4550 Fax: 902 368 5283
www.gov.pe.ca

Return in person to:
95 Rochford Street, 4th floor
Charlottetown, PE C1A 3T6

Registration #: 12102

Incorporation date: 07 Mar 2002
Last return filed: 31 Mar 2013
Amount due: $30.00

Date issued: 14 Oct 2014
Fiscal year end: 31 Mar
Filing deadline:

If the following information is incorrect, please indicate the changes on this form.

Name of business — No change [X]
BULLWINKLE FISHERIES LTD.
Seacow Pond
RR4
Tignish , PE C0B2B0
Attention: Casey Gavin

Head office address

Nature of business carried on in PEI — No change [X]
Sale of crab

Nature of business carried on outside PEI — No change [X]
Sale of crab

Telephone — No change [X]

Number of shares authorized and par value — No change [ ]

Category	Type	Class	Number	Par Value
Authorized	Common	A	5000	1.000
Authorized	Preferred	A	Unlimited	0
Authorized	Preferred	B	Unlimited	0
Authorized	Preferred	C	Unlimited	0
Authorized	Preferred	D	Unlimited	0
Issued	Common	A	2	

Officers/Directors/Shareholders — **Position** — No change [ ]

10/20/2014 11:56AM #7188 0001 CHECK1 $30.00

Annual Return

(Pursuant to the *Companies Act* R.S.P.E.I 1988. Cap. C-14)

Prince Edward Island
CANADA

Mail to:
Department of Environment, Labour and Justice
Consumer, Labour and Financial Services
PO Box 2000, Charlottetown, PE C1A 7N8
Tel: 902 368 4550 Fax: 902 368 5283
www.gov.pe.ca

Return in person to:
95 Rochford Street, 4th floor
Charlottetown, PE C1A 3T6

Registration #: 12102

~~Casey Gavin~~ ~~Director/ShareHolder/Officer~~
~~Seacow Pond~~ ~~President/Secretary/Treasurer~~
~~RR Tignish, PE C0B 2B0~~

Type	Class	Total
Common	A	2.00

Leigh Gavin
Seacow Pond
RR
Tignish, PE C0B20

Officer / President / Secretary
Signing Officer

~~Rose Gavin~~ ~~Officer~~
~~Seacow Pond~~ ~~Signing Officer~~
~~RR~~
~~Tignish, PE C0B2B0~~

Completed by:

Date: October 15, 2014

2013

Prince Edward Island
CANADA

Annual Return

(Pursuant to the *Companies Act* R.S.P.E.I 1988, Cap. C-14)

Mail to:
Department of Environment, Labour and Justice
Consumer, Labour and Financial Services
PO Box 2000, Charlottetown, PE C1A 7N8
Tel: 902 368 4550 Fax: 902 368 5283
www.gov.pe.ca

Return in person to:
95 Rochford Street, 4th floor
Charlottetown, PE C1A 3T6

Registration #: 12102

Incorporation date: 07 Mar 2002
Last return filed: 31 Mar 2012
Amount due: $30.00

Date issued: 23 Jan 2014
Fiscal year end: 31 Mar
Filing deadline:

FEB 25 2014

If the following information is incorrect, please indicate the changes on this form.

Name of business No change [\/]

BULLWINKLE FISHERIES LTD.
Seacow Pond
RR4
Tignish , PE C0B2B0
Attention: Casey Gavin

POSTED

Head office address

Nature of business carried on in PEI No change [\/]

Sale of crab

Nature of business carried on outside PEI No change [\/]

Sale of crab

Telephone No change [\/]

Number of shares authorized and par value No change [\/]

Category	Type	Class	Number	Par Value
Authorized	Common	A	5000	1.000
Authorized	Preferred	A	Unlimited	0
Authorized	Preferred	B	Unlimited	0
Authorized	Preferred	C	Unlimited	0
Authorized	Preferred	D	Unlimited	0
Issued	Common	A	2	

Officers/Directors/Shareholders **Position** No change [\/]

Prince Edward Island CANADA

Annual Return

(Pursuant to the *Companies Act* R.S.P.E.I 1988, Cap. C-14)

Mail to:
Department of Environment, Labour and Justice
Consumer, Labour and Financial Services
PO Box 2000, Charlottetown, PE C1A 7N8
Tel: 902 368 4550 Fax: 902 368 5283
www.gov.pe.ca

Return in person to:
95 Rochford Street, 4th floor
Charlottetown, PE C1A 3T6

Registration #: 12102

Casey Gavin
Seacow Pond
RR Tignish , PE C0B 2B0

Director/ShareHolder/Officer
President/Secretary/Treasurer

Type	Class	Total
Common	A	2.00

Leigh Gavin
Seacow Pond
RR
Tignish , PE C0B20

Officer
Signing Officer

Rose Gavin
Seacow Pond
RR
Tignish , PE C0B2B0

Officer
Signing Officer

Completed by: [signature] **Date:** JAN 23/14

2009, 2010, 2011, 2012

Prince Edward Island CANADA

Annual Return

(Pursuant to the *Companies Act* R.S.P.E.I 1988, Cap. C-14)

POSTED

Mail to:
Department of Environment, Labour and Justice
Consumer, Labour and Financial Services
PO Box 2000, Charlottetown, PE C1A 7N8
Tel: 902 368 4550 Fax: 902 368 5283
www.gov.pe.ca

Return in person to:
95 Rochford Street, 4th floor
Charlottetown, PE C1A 3T6

Registration #: 12102

Incorporation date: 07 Mar 2002
Last return filed: 31 Dec 2008
Amount due: $30.00

Date issued: 22 May 2013
Fiscal year end: 31 ~~Dec~~ March, 2012
Filing deadline:

If the following information is incorrect, please indicate the changes on this form.

Name of business No change [✓]

BULLWINKLE FISHERIES LTD.
Seacow Pond 20823
RR4
Tignish , PE C0B2B0
Attention: Casey Gavin

MAY 27 2013
Consumer Corporate & Insurance Services

Head office address

Nature of business carried on in PEI No change [✓]

Sale of crab

Nature of business carried on outside PEI No change [✓]

Sale of crab

Telephone No change [✓]

Number of shares authorized and par value No change [✓]

Category	Type	Class	Number	Par Value
Authorized	Common	A	5000	1.000
Authorized	Preferred	A	Unlimited	0
Authorized	Preferred	B	Unlimited	0
Authorized	Preferred	C	Unlimited	0
Authorized	Preferred	D	Unlimited	0
Issued	Common	A	2	

Officers/Directors/Shareholders **Position** No change [✓]

05/27/2013 3:26PM #8693 0001 CHECK1 $120.00

Prince Edward Island
CANADA

Annual Return

(Pursuant to the *Companies Act* R.S.P.E.I 1988, Cap. C-14)

Mail to:
Department of Environment, Labour and Justice
Consumer, Labour and Financial Services
PO Box 2000, Charlottetown, PE C1A 7N8
Tel: 902 368 4550 Fax: 902 368 5283
www.gov.pe.ca

Return in person to:
95 Rochford Street, 4th floor
Charlottetown, PE C1A 3T6

Registration #: 12102

Casey Gavin
Seacow Pond
RR Tignish , PE C0B 2B0

Director/ShareHolder/Officer
President/Secretary/Treasurer

Type	**Class**	**Total**
Common	A	2.00

Leigh Gavin
Seacow Pond
RR
Tignish , PE C0B20

Officer
Signing Officer

Rose Gavin
Seacow Pond
RR
Tignish , PE C0B2B0

Officer
Signing Officer

100364 P.E.I. Inc. (12070)
c/o Casey Gavin
Seacow Pond
RR Tignish , PE C0B2B0

ShareHolder

Type	**Class**	**Total**
		0.00

Completed by: Casey Gavin **Date:** May 22/13

Appendix T

Court File No. S1-GS-27628

SUPREME COURT OF PRINCE EDWARD ISLAND

BETWEEN:

BANK OF NOVA SCOTIA

APPLICANT

AND:

SILVER HILL FUR FARM LTD.

RESPONDENT

BEFORE THE HONOURABLE JUSTICE GORDON L. CAMPBELL

DATED the 17th day of May, 2017.

RETURN OF PROPERTY ORDER

WHEREAS this Court granted the Initial Receivership Order (the "**Initial Order**") and a companion Cooperation Order (the "**Cooperation Order**") on March 29, 2017 in relation to the Respondent wherein Ernst & Young Inc. was appointed receiver and receiver manager (the "**Receiver**") of all the Respondent's assets, undertakings and properties (collectively, the "**Property**");

AND UPON reading the Receiver's report dated May 2017 (the "**First Report**");

AND UPON hearing the submissions of counsel for the Applicant;

AND UPON being satisfied that Casey Gavin, Leigh Gavin, Rose Gavin, Joyce-Ann Gavin, and Gavco Fishing Enterprises Ltd. (collectively, the "**Related Parties**") were each involved in the operations of the Respondent including, but not limited to, certain purported transactions affecting the Respondent's Property;

AND UPON being satisfied that the granting of this Order to return the Property and prohibit the transferring of further Property will assist in the orderly administration of the Receivership proceedings;

THIS COURT ORDERS THE FOLLOWING:

<u>Service</u>

1. The time for service of the Notice of Motion and Motion Record is hereby abridged as required so that this Motion is properly returnable today.

<u>Return of Property</u>

2. The Related Parties are ordered to forthwith return any and all Property to the Receiver including but not limited to the assets as described in the First Report and set out in the attached Schedule "A" (the "**First Report Property**"), or in the alternative to delivering up the First Report Property, the Related Parties are ordered to pay the cash equivalent of $2,454,474.62 to the Receiver.

<u>Prohibition on Disposition</u>

3. The Related Parties are each prohibited, whether acting alone or in conjunction with any, as applicable, servants, employees, agents, successors or assigns or anyone acting on a Related Parties' behalf, and anyone receiving notice of this order are hereby enjoined and restrained from spoliating, selling, transferring, encumbering, disposing of or removing from Prince Edward Island, or elsewhere, any Property of the Respondent and all records with respect to those assets and from disbursing or dealing with funds in any chequing account or on deposit in any investment or other account(s) until further order of this Court.

<u>General</u>

4. The Related Parties shall be served with a copy of this Order within three (3) days of the date hereof.

5. The Initial Order, the Cooperation Order and any other Orders of the Court granted in this proceeding remain in full force and effect.

6. Any Person affected by this Order which did not receive notice in advance of the hearing of the initial motion may apply to this Court to vary or amend this Order within five (5) days of such Person being served with a copy of this Order.

____

J.

Court File No. S1-GS-27628

BANK OF NOVA SCOTIA v. SILVER HILL FUR FARM LTD.

SUPREME COURT OF PRINCE EDWARD ISLAND

PROCEEDINGS COMMENCED AT
CHARLOTTETOWN

ORDER

COX & PALMER
Dominion Building
97 Queen St., Suite 600
Charlottetown, PE C1A 4A9

Per: Pamela J. Williams and Josh McElman

Appendix U

Court File No. S1-GS-27628

SUPREME COURT OF PRINCE EDWARD ISLAND

BETWEEN:

BANK OF NOVA SCOTIA

APPLICANT

AND:

SILVER HILL FUR FARM LTD.

RESPONDENT

BEFORE THE HONOURABLE JUSTICE GORDON L. CAMPBELL

DATED the 17th day of May, 2017.

PRESERVATION OF PROPERTY ORDER

WHEREAS this Court granted the Initial Receivership Order (the "**Initial Order**") and a companion Cooperation Order (the "**Cooperation Order**") on March 29, 2017 in relation to the Respondent wherein Ernst & Young Inc. was appointed receiver and receiver manager (the "**Receiver**") of all the Respondent's assets, undertakings and properties (collectively, the "**Property**");

AND UPON reading the Receiver's report dated May 2017;

AND UPON hearing the submissions of counsel for the Applicant;

AND UPON being satisfied that Casey Gavin, Leigh Gavin, Rose Gavin, Joyce-Ann Gavin and Gavco Fishing Enterprises Ltd. (collectively, the "**Related Parties**") were each involved in the operations of the Respondent including but not limited to certain purported transactions affecting the Respondent's Property and that certain Related Parties have an interest in Bullwinkle Fisheries Ltd.;

AND UPON being satisfied that the granting of this Order will assist in the orderly administration of the Receivership proceedings;

THIS COURT ORDERS THE FOLLOWING:

Service

1. The time for service of the Notice of Motion and the Motion Record is hereby abridged as required so that this Motion is property returnable today.

Interim Injunction

2. Each of the Related Parties are hereby prohibited, by themselves, their respective servants, employees, agents or anyone acting on their behalf, and anyone receiving notice of this order shall be enjoined and restrained from spoliating, selling, transferring, encumbering, disposing of or removing from Prince Edward Island, or elsewhere, assets of the Related Parties and all records with respect to those assets and from disbursing or dealing with funds in any chequing account or on deposit in any investment or other account(s) until further order of this Court, against which the claims of the Receiver are made, including but not limited to:

   (a) real property of the Related Parties as listed in Schedule "A" attached hereto;

   (b) all present and after acquired personal property of Leigh Gavin, Casey Gavin, Rose Gavin and Joyce-Ann Gavin including but not limited to all funds in any chequing or saving account or on deposit in any investment or other account; and

   (c) all present and after acquired personal property of Gavco Fishing Enterprises Ltd., including but not limited to all funds in any chequing or savings account or on deposit in any investment or other account.

3. Bullwinkle Fisheries Ltd. ("**Bullwinkle**") is prohibited from disbursing any funds to any shareholder, issuing any dividends or recording a transfer of the shares held by any Related Party in Bullwinkle or engaging in any reorganization, sale or other transaction related to its assets or operations that would reduce the value or otherwise affect the interest of any Related Party in Bullwinkle until further order of this Court.

4. A copy of this Order may be registered on title to the parcels of Real Property as are listed in the attached Schedule “A” so as to provide notice of this Order and the claims of the Receiver thereto.

General

5. This order shall remain in place until further order of this Court or until such time the Receiver is satisfied that the Property of the Respondent or cash equivalent thereof has been rightfully returned in accordance with the Order of the Court issued on even date hereof. A further hearing shall be held in 10 days from the date of this Order to provide the Related Parties with an opportunity to address the issues as set out herein.

6. The Initial Order, the Cooperation Order and any other Orders of the Court granted in this proceeding remain in full force and effect.

7. The Related Parties and Bullwinkle shall be served with a copy of this Order within three (3) days of the date hereof.

8. Any Person affected by this Order which did not receive notice in advance of the hearing of the initial motion may apply to this Court to vary or amend this Order within five (5) days of such Person being served with a copy of this Order.

____
J.

Court File No. S1-GS-27628

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